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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 3236

Occupations Represented
Multiple occupations represented

Bargaining Agency The Board of Trustees of Illinois State University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2006

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Notes

Contact

Full text contract begins on following page.

A G R E E M E N T

by and between

**The Board of Trustees of
Illinois State University**

and

AFSCME Council 31, AFL-CIO

for and in behalf of

**Illinois State University
Clerical Employees, Local 3236**

Dated

**July 1, 2000
through
June 30, 2006**

Bargaining Committee Members

For and in Behalf of Illinois State University

Jan Bremner, Director, Human Resources

Tammy Carlson, Human Resource Officer IV

William Cummings, Director, Institutional Research

Wayne Ericson, Director, Student Health Services

Collette Homan, Human Resource Officer II

Eric Smith, Human Resource Officer III

For and in Behalf of AFSCME Council 31

Dennis Corvin-Blackburn, Staff Representative

For and in Behalf of Illinois State University Clerical Employees, AFSCME Local #3236

Teresa Brewer, Staff Clerk, Department of Communications

Linda Calhoun, Account Technician II, Comptroller's Office

Cheryl Cleeton, Telephone Operator I, Telecommunications

Mary Eder, Copy Center Oper. III, University Communications

Sharon Foiles, Staff Secretary, Department of History

Ray Kolodzieski, Collection Specialist II, Student Accounts

Judy Marshall, Staff Secretary, College of Arts & Sciences

Micaela McCombs, Staff Secretary, Sociology & Anthropology

Lorraine Perkins, Secretary IV, Clinical Experiences

Laurie Retzer, Secretary IV, Intercollegiate Athletics

Kim Robinson, Secretary III, Advancement Services

Janis Semingson, Staff Clerk, Computer Infrastructure

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PREAMBLE

This Agreement, made and entered into on the date hereinafter set forth, by and between the Board of Trustees for and in behalf of Illinois State University at Normal, Illinois, hereinafter referred to as the Employer, and AFSCME, Council 31, AFL-CIO, for and in behalf of Local 3236, hereinafter referred to as the Union, Witnesseth:

ARTICLE I RECOGNITION AND AUTHORIZATION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit and further agrees to not discuss such matters with any other organization or with individual employees except as expressly provided for herein. The bargaining unit is as certified by the Illinois Educational Labor Relations Board in Certification Number 97-RC-0007-S and consists of the following position classifications:

Account Technician I	Duplicating Machine Operator II
Account Technician II	Duplicating Machine Operator III
Accounting Clerk	Events Administrator
Audio-Visual Technician I	Library Clerk II
Audio-Visual Technician II	Library Clerk III
Bowling & Billiards Center Attendant	Patient Unit Clerk I
Cashier I	Patient Unit Clerk II
Cashier II	Payroll Clerk
Cashier III	Payroll Specialist I
Chief Clerk	Payroll Specialist II
Chief Library Clerk	Routing Dispatcher I
Clerical Assistant	Routing Dispatcher II
Clerk	School Children Attendant
Collection Specialist I	Secretary II
Collection Specialist II	Secretary III
Collection Specialist III	Secretary IV
Copy Center Operator I	Staff Secretary
Copy Center Operator II	Staff Clerk
Copy Center Operator III	Telecommunications Services Specialist I
Data Entry Operator I	Telephone Operator I
Data Entry Operator II	Telephone Operator II
Data Entry Operator III	Test Specialist
Data Entry Operator IV	Transportation Clerk
Distribution Clerk	Typesetter II
Duplicating Machine Operator I	Typesetter III

But excluding those excluded employees as set forth in Section 1702(b) of the Illinois Educational Labor Relations Act (effective 1/1/93, 115 ILCS 5/2 (b) and in the Illinois State Educational Labor Relations Board Certification of Representative dated December 20, 1996.

The parties agree that the change in title of a position or position classification in the bargaining unit shall not remove the position or position classification from the bargaining unit as long as the type of work performed by the position remains within the parameters outlined by the Educational Labor Relations Act. Representatives from AFSCME Council 31 and the Office of Human Resources shall meet periodically to

evaluate the appropriateness of inclusion or exclusion of specific positions to the bargaining unit. If the parties are unable to agree to the inclusion or exclusion of the position or position classification, the matter shall be decided by the Illinois Educational Labor Relations Board.

This Agreement is authorized by The Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq and 110 ILCS 70/36d).

ARTICLE II LIMITATIONS

Section 2.01: Limitations

This Agreement is subject to:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
3. Board of Trustees Governing Policy, ByLaws and Regulations, as such may be amended from time to time, except as expressly provided for in this Agreement;
4. Policies, procedures and provisions of employment as established by the University, as such may be amended from time to time, except as expressly provided for in this Agreement.

Section 2.02: Modifications

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

ARTICLE III MANAGEMENT RIGHTS

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include but are not limited to the following:

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct the employees, including the right to assign work and overtime;

- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees for health and safety reasons;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;
- determine its mission, policies, and to set forth all standards of service offered to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- change or eliminate existing methods, equipment, or facilities;

ARTICLE IV DUES DEDUCTION/FAIR SHARE CLAUSE

Section 4.01: Payroll Deduction

Upon receipt of a written and signed authorization card, the Employer agrees to deduct Union dues, assessments, P.E.O.P.L.E. deductions, and Union-sponsored benefit program contributions from the earnings of those employees who are Union members covered by this Agreement. The Union shall certify the current amount of Union deductions. The Union shall advise the Employer of any increases in such deductions, in writing, at least fifteen (15) calendar days prior to its effective date.

Section 4.02: Fair Share

Pursuant to the Illinois Educational Labor Relations Act (115 ILCS 5/11), the parties agree that non-Union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of 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 shall be deducted from the employee's earnings pursuant to usual and customary payroll deduction procedures. Such involuntary deductions, along with the deductions noted in Section 4.01 of this Article, shall be remitted to AFSCME Council 31 with a listing of the employee, the employee's Social Security number, and the individual employee deduction(s). The Employer shall also include the employee's classification, address, telephone number, hourly rate of pay, employment date, and date in classification on a separate listing in November and May of each calendar year.

Section 4.03: Acknowledgement of IELA

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the IELRB which deal with Fair Share Fees. The Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rule. Both parties jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act", as amended, in regard to dues authorization and revocation cards.

Section 4.04: Indemnification

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

Section 4.05: Fair Share Collections

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

ARTICLE V NO STRIKE - NO LOCKOUT

Section 5.01: No Strikes

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 5.02: No Lockouts

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE VI DISCIPLINE AND DISCHARGE

Section 6.01: Discipline Process

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. Discipline shall be limited to the following:

1. Oral warning.
2. Written reprimand.
3. Suspension.
4. Discharge.

Any employee covered by this Agreement shall have the right to Union representation at any investigatory meeting which may result in the application of discipline at any disciplinary hearing. The Union's Chief Steward (or designee) and the employee shall normally be given twentyfour (24) hours notice prior to the commencement of any such meeting; however, an oral warning may be issued on the same shift that notice is provided. Disciplinary meetings for misconduct which the Employer decides requires immediate action shall be held as soon as practical and only oral notice will be given in such cases.

Section 6.02: Discipline Notification

Disciplinary action shall be issued in a timely fashion. Whenever an employee is given written record of oral warning, written reprimand, suspension or is discharged, notice of such action shall be given to the Union. Management will not discipline employees in the presence of other employees, the public, students, faculty or other staff, nor will Management release information to the mass media while a matter is under investigation or is the subject of an active grievance.

Section 6.03: Probationary Employee Discipline/Dismissal

The Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and resultant dismissal is not subject to grievance or arbitration under this Agreement. A Union representative may be present during any disciplinary meetings held between the probationary employee and the Employer.

Section 6.04: Suspension/Discharge

Grievances involving suspension or discharge of status employees shall be initiated at Step 3 of the grievance procedure.

Section 6.05: Discharge Procedures

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least 13 working days prior to the commencement of discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3.

State Universities Civil Service System procedures shall not commence until after the 13 working day period mentioned above has ended, or until a grievance filed on the basis of intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee notified of commencement of State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110 (e)(1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.01: Definition

A grievance is a dispute or difference between the parties with respect to the application, administration, interpretation, or meaning of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees, or the Union.

Section 7.02: Union Grievances

A grievance filed by the Union shall be initiated in writing at Step 2 of this procedure within ten (10) work days after the Union knows or should have known of the condition causing the grievance to be filed.

Section 7.03: Time Limits

Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the Employer to respond to the grievant or Union within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the parties. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Section 7.04: Employee Representation

An employee or group of employees may at any time present grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustments are not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.

Section 7.05: Steps Within Procedure

Step 1: Within ten (10) work days after the first occurrence, or within ten (10) work days after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Union shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within ten (10) work days after such presentation.

Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and representative and the immediate supervisor. The written grievance shall contain a complete and specific statement of the facts of the grievable act, the provision or provisions of this Agreement at issue, and the relief requested. Improper grievance form, incorrect date, or incorrect Article or Section citation shall not bar the grievance. The written grievance shall be submitted to the department head or designee within ten (10) work days of the Step 1 oral response. The department head or designee shall meet within ten (10) work days with the grievant and representative in an attempt to resolve the grievance. The department head or designee shall issue a written response to the grievance within ten (10) work days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Assistant Vice President of Human Resources or designee at the Office of Human Resources within ten (10) work days after the Step 2 response. The Office of Human Resources shall schedule a meeting between a representative of the Assistant Vice President of Human Resources, the grievant and Union representative at a time mutually agreeable to the parties but in no case later than fifteen (15) working days after submission to Step 3. The Assistant Vice President of Human Resources or designee shall issue a written response to the grievance within ten (10) work days following the meeting.

Section 7.06: Other Provisions

The Employer shall notify the Local No. 3236 President, in writing, of the designated representative of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify in writing to the Employer the names of the Stewards in each area, the Chief Steward, and the Local No. 3236 Grievance Committee.

ARTICLE VIII ARBITRATION

If the grievance is not settled at Step 3, the Union may present the grievance to the Assistant Vice President for Human Resources or designee for arbitration within twenty (20) work days after receipt of the Step 3 response.

Within thirty (30) days from the date of presentation of the grievance to arbitration, the parties shall obtain a list of seven arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration Association or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names, until a single name remains. The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses and/or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and ByLaws, University Rules and Policy, laws of the United States and the State of Illinois, and Rules and Regulations of administrative agencies are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator

shall be without power to make a decision or render an award contrary to or inconsistent with or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a period earlier than ten (10) days prior to the Step 1 grievance filing date. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be binding on the parties.

ARTICLE IX SENIORITY

Seniority shall be by classification, based upon the length of service from the date of employment in the classification and in accordance with State Universities Civil Service System Statute and Rules. Layoffs and rehiring shall be conducted on the basis of seniority and in accordance with State Universities Civil Service System Statute and Rules. Employees' regular working schedules will determine holiday employment. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

Seniority shall receive consideration with other relevant factors for promotions within a promotional line for applicants who have qualified themselves by passing a promotional examination. This shall not be subject to the grievance or arbitration articles of this Agreement, but the Employer will consent to discuss the facts of such selection if so requested by the Union.

ARTICLE X HEALTH AND SAFETY

The Employer recognizes its responsibility to make 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 University places a high concern on the safety and wellbeing of its staff. Employees who use Video Display Terminals (VDTs) will not be required to view an operating VDT screen for more than two (2) consecutive hours without a fifteen (15) minute hiatus.

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers, students, faculty, and staff.

If the Employer determines that certain bargaining unit positions are at risk to contract occupationally related diseases, such employees shall be afforded immunizations as prescribed by law and/or University policy. Upon request of the employee, the Employer will endeavor to provide ergonomically correct equipment. When new equipment is purchased, when possible and within budget considerations, the University will attempt to obtain ergonomically correct equipment, such as glare screens, chairs with adjustable heights and back rests, foot rests, adjustable tables for holding keyboards, and keyboards designed to decrease the risk of carpal tunnel syndrome.

If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the employee shall inform the supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue.

If necessary, the matter shall be referred by the supervisor to the University Environmental Health and Safety Office. If the matter is not resolved, it will immediately be taken by the Union to the Assistant Director for Labor/Employee Relations. Non-emergency health and safety concerns may be referred to the appropriate labor/management committees as set forth in Article XIII.

ARTICLE XI GENERAL PROVISIONS

Section 11.01: Non-Discrimination

The Employer and the Union agree that they will not practice discrimination against any employee because of race, creed, color, national origin, sex, sexual orientation, political affiliation, marital status, age, physical or mental handicapped condition, or for being a disabled veteran or a veteran of the Vietnam Era.

The Employer and the Union agree that there shall be no discrimination against or coercion of any employees regarding Union membership, that Union membership is entirely a matter of the employee's free choice and determination. Further, the Employer agrees that there shall be no discrimination by any representatives of the Employer, including supervisors of employees, against any Union member, steward, or officer of the Union, including those who are participating in negotiations, adjustment of grievances, or the performance of committee work as provided in this Agreement.

Section 11.02: Bulletin Boards, Campus Mail, and Meeting Rooms

The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on bulletin boards provided by the Employer, with a portion of the bulletin boards designated for the exclusive use of the Union.

The Union's use of campus mail shall be in accordance with University regulations and the Private Express Statutes.

The Union shall have access to the campus facilities subject to such reasonable limitations necessary for orderly operation as established by the University.

The Union agrees that it will not conduct Union business during working hours except as provided in this Agreement.

Section 11.03: Union Activities

If absence from work is involved, a Union official, officer, steward or member must notify and make mutual arrangements with proper Employer representative to attend negotiations or meetings or do any other work to dispose of grievances without penalty.

The University will approve a leave of absence for four (4) designated delegates to attend other Union

sponsored meetings, but leave is not to exceed a combined total of twenty (20) working days in a twelve (12) month period. Additional employees may be granted leave to attend the above mentioned meetings, provided their absences do not interfere with efficient operation.

Section 11.04: Visits by Union Representatives

The Employer agrees that Union representatives, or any other Union officials not employees of the University, shall have full and free access during working hours to visit or inspect a work area, investigate grievances, and/or meet with University representatives. It will be the responsibility of the Union official or local Union officer to inform the Human Resource Office of any intended meeting or visit.

Section 11.05: Promotional Exams/Training

Promotional examinations and any oncampus training courses conducted in preparation for examinations shall be open to all classified employees in a promotional line. The University is not required to include all classified employees when such training is offered off campus. Selection for offcampus training will be at the Employer's discretion.

Section 11.06: Employee Access to Personnel Files

1. Employees may have access to their personnel files in accordance with current University policy which is in compliance with the Review of Personnel Records Act, IL Compiled Statutes 820 40/1. Employees will receive a copy of any information placed in their Office of Human Resources file. Documents prepared by, signed by, addressed to, or carboned to the employee will be viewed as meeting this standard.
2. An employee representative may, with written permission from the employee, in accordance with current University policy, have access to an employee's personnel file.
3. Items of formal disciplinary action, such as letters of reprimand and records of suspension, shall remain in the Office of Human Resources for the life of the file. However, such records shall not be used by the Employer before an arbitrator or the State Universities Civil Service System Merit Board if such documentation is more than three years old and the employee has not been warned for the same or similar offense.

Section 11.07: Orientation

During departmental orientation sessions for new employees, as differentiated from the more general University orientation provided by Human Resources, the University agrees to distribute Union orientation materials if so provided to the University by the Union. These departmental orientation sessions shall normally take place within the new employee's first thirty (30) days of employment.

Section 11.08: Leave for Union Office

Provided adequate notice is given and based on operational needs, the Employer may grant a request for a leave of absence for at least one bargaining unit employee at any one time for the purpose of service as an AFSCME representative or officer with the International, State, or Local organization of the Union for up to a maximum of three (3) years. Upon approval, all accumulated vacation benefits and compensatory time

must first be exhausted by the requesting employee. Requests for such leave must be submitted in writing to the Assistance Vice President for Human Resources.

Section 11.09: Contracting

It is recognized that the Employer and Union have a common interest in protecting work opportunities for all employees covered by this Agreement. The Employer also recognizes the Union's desire to perform all work covered under the jurisdiction of this contract and will make sincere efforts toward that goal. It is not the intent of the Employer to erode job security of employees in the bargaining unit, even though the Employer reserves the right to contract work normally performed by employees covered by this Agreement. Consequently, no bargaining unit employees will be laid off or demoted as a direct result of any contracting of work normally performed by those employees.

Section 11.10: Other Duties As Assigned

The phrase "performs other duties as assigned" on the position Class Specifications shall be interpreted as "performs other duties as required or assigned which are reasonably within the scope of the duties in this job classification."

Section 11.11: Personnel Transaction Report

At the request of the Union and within two work days following the request, the Employer will provide the Union with written information regarding personnel transactions involving bargaining unit employees. Such requests will be honored no less than twice per month.

The report will include names, departments, job classifications of bargaining unit members. The report will also include the following personnel transactions and the effective date: new hire, reclassification/reallocation, reassignment, promotion, demotion, resignation, retirement, and termination (discharge).

ARTICLE XII HOURS OF WORK - OVERTIME

Section 12.01: General Provisions

The basic work week for fulltime employees covered by this Agreement shall normally be Monday through Sunday and consist of thirtyseven and one-half (37.5) hours in five consecutive working days of seven and one-half (7.5) consecutive hours each. The seven and one-half (7.5) working hours may be broken up by an unpaid lunch period of not less than onehalf hour and not more than one hour, except by mutual written agreement of the employee concerned and the Employer.

Permanent schedule changes shall be made only with a 30day advance notice given to employees unless otherwise agreed upon by the employee and the Employer. Based on the operating needs of the unit, temporary schedule changes may be made by the Employer with 2 days advance notice unless otherwise agreed upon between employee and Employer. In emergency or unique situations, the advance notice may be waived.

Section 12.02: Interrupted Meal Periods

When employees who normally receive an unpaid meal period are required to work during that period and receive no equivalent time off during the same shift, they shall have such time treated as hours worked and receive pay at the applicable rate.

Section 12.03: Flex-Time

Nothing herein is intended to change current scheduling procedures and both parties wish to retain scheduling flexibility at the departmental level. By mutual agreement between the Employer and employee, the regular work schedule in the work week may be varied.

This Article does not preclude schedules of less than seven and one-half (7.5) hours per day or thirtyseven and one-half (37.5) hours per week. Such schedules shall be considered parttime and may be changed at any time by mutual agreement between the employee concerned and the Employer. FLSA exempt employees will not receive daily or weekly overtime and are not subject to compensatory time or call time provisions.

The parties encourage the use of fixed flextime schedules which benefit individual employees and enhance efficiencies and services of the University. Such schedules may be established in accordance with University Policy. The supervisor shall respond to the employee's request for flextime within ten (10) work days from receipt of the employee's written request.

It is understood that not all departments or positions are conducive to the flextime options described above. Either party may refer any scheduling practice to the Labor/Management Committee for review, discussion, and recommendation. No flex schedule will exceed thirtyseven and one-half (37.5) hours per week.

Section 12.04: Overtime Pay

1. *Daily* - Time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of 7.5 hours in any work day or for all hours worked outside of an approved flex schedule for a full-time employee. Benefit time will not count as hours worked in the daily calculation of overtime pay.
2. *Weekly* - Time and one-half the employee's regular hourly rate shall be paid for hours worked in excess of thirty-seven and one-half (37.5) straight-time hours in any work week. Benefit time will count as hours worked in the weekly calculation of overtime pay.

Section 12.05: Overtime Procedures

When departmental employees perform basically the same duties, performance of these duties on an overtime basis shall be distributed as equally as possible among such employees. In all other situations, overtime assignments shall be assigned to the employee(s) most appropriate to complete the overtime task(s).

Section 12.06: Compensatory Time

Compensatory time may be afforded in lieu of overtime pay. Prior to any extra work assignment, the supervisor and employee concerned shall mutually agree as to whether compensatory time or overtime pay

will be afforded. No employee will be compelled to work overtime for compensatory time if they choose overtime pay.

The use of accumulated compensatory time shall be granted based on the operational needs of the unit. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory time is banked until used, paid out at time of separation of service with the Employer, or when moving from a non-FLSA-exempt position to an FLSA-exempt position.

Section 12.07: Call Time

Any employee who has left the University and is called to work outside of their regularly scheduled shift shall be paid a minimum of two (2) hours at the applicable rate. When an employee works on a scheduled day off, that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Should an employee be required to work before their regularly scheduled work shift, that employee shall be permitted to work the normal work schedule in that work day. All time worked in excess of the regular schedule shall be paid at the applicable rate.

In the event that Management determines that additional work is necessary at the end of a regularly scheduled work shift, the employee assigned to the task at that time may volunteer to work the extra assignment. That employee shall be paid at the appropriate rate. This assignment shall not constitute a call-back and is not subject to the minimum call-back provision.

The applicable rate of pay may be straight time pay or overtime pay, depending on the employment status of an individual in each specific situation and as it relates to other contractual provisions.

Section 12.08: Rest Periods

All full-time bargaining unit employees shall be entitled to two (2) fifteen minute paid breaks. Normally breaks will occur approximately midway in the first half of the shift and approximately midway in the second half of the shift. Part-time employees shall be entitled to one (1) fifteen minute paid break for every 3.75 hours worked. Breaks shall be uninterrupted unless a non-recurring emergency situation requires otherwise.

Section 12.09: Meetings

When an employee covered by this Agreement is required by the Employer or its representatives to attend meetings or conferences at times outside the employee's regularly scheduled working hours, the applicable rates shall apply, based on employment status, FLSA standards, and other contractual provisions regarding pay rate standards.

ARTICLE XIII LABOR/MANAGEMENT COMMITTEE

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings be held between Union and Employer representatives. A Labor/Management Committee will be established and regularly scheduled meetings will be held.

This committee shall consist of up to seven (7) bargaining unit employees and up to seven (7) Employer representatives. Each party shall designate their respective team members. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. Employees must give reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University. If attendance is during off duty hours, employees shall be credited with compensatory time.

This committee shall have responsibility for:

1. Setting meeting dates, time, and locations.
2. Agenda preparation for subsequent meetings.
3. Development of area subcommittees as needed.
4. Training for committee members.

No Labor/Management Committee will have the authority to discuss, change, modify or infringe upon issues which are related to wages, hours, and terms and conditions of employment. Whenever a matter relating to wages, hours, and terms and conditions of employment is raised, the matter shall be suspended until express agreement to continued involvement by the Labor/Management Committee has been achieved through the collective bargaining process. Whenever there is a discussion over off limit activities or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established. Any outcome of this committee process shall not be used as the basis or rationale for layoffs.

ARTICLE XIV PROBATIONARY PERIODS - STATUS APPOINTMENTS

An employee entering a classification within the Bargaining Unit shall be required to serve a probationary period of six (6) months. Service in a higher class shall count toward completion of probationary period in a lower class in the same promotional line. If the probationary period is interrupted by an unpaid leave of absence, layoff or suspension, the probationary period shall be extended by that period of time. During the probationary period, the Employer shall meet with the employee periodically to review with the employee his/her progress on the job. If the probationary employee fails to demonstrate the ability and qualifications necessary to furnish satisfactory service, then the Employer shall dismiss the employee from his/her probationary appointment and will meet with the employee to inform him/her of the reason(s) for the decision to dismiss. Dismissal of a probationary employee is not appealable or subject to the grievance procedure. Upon successful completion of the probationary period, the employee shall become a status employee.

If a status employee entering a new classification fails to demonstrate the ability and qualifications necessary to furnish satisfactory service, then the Employer shall terminate the probationary appointment and will meet with the employee to inform him/her of the reason(s) for the decision. Such employee shall return to their previous class, provided that they have sufficient seniority pursuant to regulations set forth in the State Universities Civil Service System Statute and Rules and as may be further defined by other applicable contract provisions. The employee will revert to their previous rate of pay plus any increases that were granted to the bargaining unit.

ARTICLE XV LAYOFF PROCEDURE

1. When any employing unit decides that a reduction in the work force is necessary, the effects of the reduction in force shall be in accordance with the procedures and provisions outlined in the State Universities Civil Service System Statute and Rules. Upon notice of a proposed layoff, Human Resources will attempt to place affected employees into vacant positions or explore alternatives to avoid displacement whenever possible.
2. An employee who is being laid off will receive preference to the extent permitted by the State Universities Civil Service System Statute and Rules for any vacant requisitioned positions for which the employee is qualified.
3. Recall of employees will be on the basis of seniority within the appropriate classification as provided in the State Universities Civil Service System Statute and Rules, i.e., the most senior employee on layoff will be the first to be recalled.
4. The Union will be notified when a member of the Bargaining Unit is notified of layoff or recall from layoff..

ARTICLE XVI FILLING OF PERMANENT VACANCIES IN BARGAINING UNIT

Section 16.01: Definition of a Permanent Vacancy

For purposes of this Article, a permanent vacancy occurs as set forth in (a) and (b) below:

1. When the Employer determines to establish a new position, or;
2. When any of the following personnel transactions takes place and the Employer determines to replace the previous incumbent: transfers, promotions, demotions, resignations, dismissals and discharges.

Vacancies filled by employees as a result of demotion or voluntary reduction in classification in lieu of layoff shall not be considered as vacancies for purposes of this Article.

Section 16.02: Notice of Vacancies

Eligible employees on the appropriate registers will receive notification of applicable permanent vacancies. Notices of vacancies will be sent to all building representatives. In addition, Human Resources will post notices of all vacancies on the appropriate section of the Human Resource's web site, the bulletin board outside the Human Resource Office, and on the Human Resource telephone vacancy hot line.

Section 16.03: Filling of Vacancies

Vacancies shall be filled from the appropriate registers according to State Universities Civil Service System Statute and Rules.

When a vacancy occurs, seniority will receive consideration along with other relevant factors among qualified and eligible applicants.

Section 16.04: Reassignments

Reassignments shall follow prescribed procedures as defined by the State Universities Civil Service System Statute and Rules. Reassignment requests will be accepted and considered when filling bargaining unit vacancies. Human Resources will forward such reassignment requests to departments seeking to fill such vacancies.

Section 16.05: Upward Mobility

The parties are committed to improving career advancement opportunities for members of the bargaining unit. It is the goal of the Employer and the Union to provide employees with enhanced training and promotional opportunities through some sort of Upward Mobility Program.

Understanding the complexity of this task, both parties agree to refer this topic to the Labor/Management Committee as outlined in Article XIII. Both parties through this process agree to continually review classes in the bargaining unit to determine if there are appropriate merges or other promotional enhancements until all classes in the bargaining unit have been reviewed.

ARTICLE XVII POSITION CLASSIFICATION REVIEW

An employee may request an audit of his/her position to determine if the assigned classification is still appropriate. The immediate supervisor shall be notified of this audit request. All requests will be handled by the Office of Human Resources. Reasonable work time shall be provided for the employee to consult with their supervisor and to prepare an updated job description. The supervisor has up to fifteen (15) work days to finalize and sign off on an updated job description and to forward it to the Office of Human Resources. Absent any unforeseen circumstances, reviews shall generally be completed within 45 calendar days of the date the position review packet is received by Human Resources. The results of the review will be provided to the supervisor of the position and the affected employee.

If the audit substantiates that an employee has been performing the duties of a higher-rated classification, the employee shall be reclassified effective the beginning date of the pay period in which the audit was conducted, provided the employee has passed the appropriate examination for the position. The employee will be paid at the higher rate effective the same date as the reclassification. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning date of the pay period following the date on which the employee passes the appropriate examination.

If the employee disagrees with the findings of the audit, they may request further review within thirty (30) calendar days of receipt of the results. Additional review will be made by the Assistant Vice President for Human Resources or designee, with the results furnished to the affected employee within thirty (30) calendar days. If the employee disagrees with these findings, they may only seek further classification review by the State Universities Civil Service System in accordance with the Statute and Rules of that system.

ARTICLE XVIII EVALUATIONS

The Union and the University encourage periodic evaluation conferences between employees and their supervisors to discuss and review work performance.

Where such evaluations are utilized, they are prepared in writing and are reviewed and signed by both the supervisor and the employee. The employee may request that an evaluation be conducted when the previous one is more than 12 months old.

The employee receives a copy of the final signed evaluation. The signature of the employee does not constitute his/her agreement with the evaluation. Employees may submit comments to the evaluation, which will be attached to the evaluation.

ARTICLE XIX BENEFITS

Section 19.01: Benefits During Contract Period

Employees covered by this Agreement shall be entitled to all benefits granted by the Employer at the time of Union ratification and Board of Trustees approval of this Agreement, including but not limited to those expressed in this Agreement. These benefits will not be diminished during the life of this contract and any improvements in benefits will be made applicable to employees covered by this Agreement. The application and interpretation of benefits may be subject to the Grievance and Arbitration Articles of this Agreement.

Section 19.02: Holidays/Administrative Closures

Holidays and administrative closure days shall be provided in the same manner as set forth in the University Civil Service Employee Handbook. Employees may choose payment (straighttime) for actual hours worked on an administrative closure day in lieu of another day off.

Section 19.03: Vacation/Personal Leave

Vacation and accumulated compensatory time off shall normally be scheduled in advance. Management will make every reasonable effort to respond to employee's request for leave within two (2) work days of receipt of the request.

The scheduling of vacation or accumulated compensatory time off shall normally be at the option of the employee during periods of regular seasonal layoffs (summer, Christmas, spring). This applies only to employees who are subject to recall during these regular seasonal layoffs. Leave time requests from such employees shall be approved only in increments of full days (7.5 hours) unless the employee has or will have worked some time in that particular pay period.

Section 19.04: Bereavement Leave

An employee shall be granted, without loss of salary, bereavement leave of up to three work days due to the death of a member of the immediate family or household member. A member of the immediate family or

household member is defined as husband, wife, domestic partner, mother, father, brother, sister, children, grandchildren, grandparents, mother-in-law, father-in-law, step parents, or any other relative within the first degree living in the same household.

An employee may also be granted one work day due to the death of a relative outside the immediate family or household. This would include aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and cousin (within the first degree).

Substantiation of the reason for bereavement leave may be required. Leaves beyond these amounts may be approved under special circumstances; however, such additional leave will normally be charged to accrued vacation.

ARTICLE XX WAGES

Section 20.01: Across-the-Board Wage & Parity Increases

Effective July 1, 2000, all bargaining unit employees shall receive a 3% across-the-board salary increase.

Bargaining unit employees represented by AFSCME Local 3236 on or before July 1, 2000 shall receive the 3% across-the-board increase and an additional parity increase on July 1st for each of the six years of this Agreement based upon the following methodology. Employees entering this bargaining unit after July 1, 2000, and promotions within the bargaining unit are discussed in Section 4.

(Methodology for Parity Pay Increases) Parity pay increase amounts will be calculated by comparing the employee's current rate with the assigned benchmark from the table below. If the benchmark is higher than the employee's current rate, the difference, divided by 6 is the parity pay increase amount for the employee.

Benchmark Table						
Pay Grade	New Hires	1-3 Years at ISU	4-6 Years at ISU	7-9 Years at ISU	10-12 Years at ISU	13+ Years at ISU
A	\$ 7.62	\$ 8.57	\$ 9.64	\$10.85	\$11.73	\$12.69
B	8.33	9.37	10.54	11.85	12.82	13.86
C	8.73	9.82	11.05	12.43	13.45	14.52
D	9.74	10.96	12.33	13.87	15.60	16.88
E	10.21	11.49	12.92	14.54	16.35	17.69
F	11.19	12.59	14.16	15.93	17.92	19.38
G	12.34	13.88	15.62	17.57	19.76	21.37
H	12.89	14.50	16.32	18.36	20.65	22.40
I	13.57	15.27	17.17	19.32	21.73	23.50

Section 20.02: Retroactive Pay

Retroactive pay to July 1, 2000 shall be afforded according to the conditions outlined by mutual consensus of both parties. Employees who were in the bargaining unit on or before July 1, 2000 and who remain employed at the University through final ratification shall be eligible for retroactive pay. Those entering the bargaining unit shall have their wages increased retroactively to the start date, providing they have remained employed by the University through final ratification. This process shall remain in place for each successive salary increase implemented under this Agreement.

Section 20.03: Hiring Ranges – New Employees

Hiring ranges for all classifications represented by this Agreement shall be those noted below. Beginning July 1, 2001, and continuing for the remaining fiscal years covered by this Agreement, starting ranges shall be adjusted by 3%. In no case will new employees be hired above the hiring range maximum.

Effective July 1, 2000, hiring ranges for all classifications represented by AFSCME Local 3236 shall be those noted below:

Pay Grade	Classification	Hiring Range Minimum	Hiring Range Maximum
A			\$7.62
B	Accounting Clerk Cashier I Copy Center Operator I Dispatcher Routing I Library Clerk II School Children Attendant Secretary II (Transcribing) Clerical Assistant	\$7.54	\$8.33
C	Audio-Visual Aids Technician I Bowling and Billiard Center Attendant Cashier II Clerk Copy Center Operator II Data Entry Operator I Duplicating Machine Operator I Library Clerk III Patient Unit Clerk I Payroll Clerk I Secretary III (Transcribing) Telephone Operator I	\$8.18	\$8.73
D	Account Technician I Cashier III Collection Specialist I Data Entry Operator II	\$8.92	\$9.74

	Dispatcher Routing II Duplicating Machine Operator II Patient Unit Clerk II Payroll Clerk II Transportation Clerk Typesetter II		
E	Audio-Visual Aids Technician II Chief Clerk Chief Library Clerk Collection Specialist II Copy Center Operator III Data Entry Operator III Distribution Clerk Secretary IV (Transcribing) Telephone Operator II Test Specialist	\$9.66	\$10.21
F	Account Technician II Data Entry Operator IV Duplicating Machine Operator III Payroll Clerk III Staff Clerk Staff Secretary (Transcribing) Typesetter III	\$10.61	\$11.19
G	Collection Specialist III	\$11.57	\$12.34
H	Telecommunications Services Specialist I	\$12.73	\$12.89
I	Events Administrator (Ticket Control)	\$14.01	-

Section 20.04: Parity Increases for New Hires & Promotions

New Hires to Bargaining Unit

For employees hired into the bargaining unit on or after July 1, 2000, a parity pay increase amount will be calculated using the benchmark for the hiring range and applying the same methodology used in determining parity pay increase amounts for all employees hired before July 1, 2000. This parity amount will be implemented only for the remaining fiscal years of this agreement. The benchmark established for the hiring ranges will not be adjusted throughout the life of the agreement.

Promotions

To determine parity pay increase amounts for employees promoted after July 1, 2000, a new benchmark will be assigned based on the pay grade for the employee's new classification. To be consistent with the methodology used for employees who are not promoted, additional years of service will not be considered when assigning the new benchmark, i.e., the benchmark will be in the same years of service column. A parity pay increase amount will be calculated using the new benchmark in conjunction with the methodology established for determining parity pay increase amounts.

Section 20.05: Temporary Assignments

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such an assignment shall in no way interfere with the Union's right to represent the employee and in no case shall the employee's wage be reduced during such temporary assignment. The Union shall be notified of any such temporary assignment. Bargaining unit employees who are assigned to temporarily perform the distinguishing features (as determined by the class specifications) of a position in a higher classification shall be granted an adjustment of ten percent (10%) of their base pay, provided that the additional duties are performed for ten (10) consecutive work days. At such time as the ten (10) consecutive work day minimum has been reached, the adjustment shall be retroactive to the first day of the assignment and continue until the employee returns to their previous assignment.

Section 20.06: Promotion and Voluntary Demotion Pay Determinations

In the case of promotion, the employee shall be paid the starting rate for the position or 10% higher than their old rate, whichever is greater. However, when an employee takes a voluntary transfer to a lower paid classification (voluntary demotion), they shall receive a rate equal to their current rate or the average rate currently being paid for that lower classification, whichever is lowest. However, if the average for the classification is less than 30% above the base rate for the lower classification, the employee shall receive a rate equal to their current rate or 30% above the base rate for the lower classification.

Section 20.07: Movement from Open Range

The following pay policies apply to employees moving from open range classifications to classifications represented by AFSCME Local 3236. In reviewing these situations, the hiring rate (pay grade minimum) of each respective classification will be considered when determining the employee's rate upon such move.

Promotion: To be considered a promotion, the hiring rate of the employee's current classification and the "new" classification will be compared. If the hiring rate for the new classification is at least 8% greater than the hiring rate of the employee's current classification, it is considered a promotion and the language pertaining to promotions in Section 6 of this Article shall apply.

Voluntary Demotion: As with promotions, the hiring rates of the employee's current classification and the "new" classification will be compared. If the hiring rate of the new classification is at least 8% lower than the employee's current classification, it is considered a voluntary demotion and the language pertaining to voluntary demotions in Section 6 of this Article shall apply.

Lateral Reallocation: As with Promotions and Voluntary Demotions, the hiring rates of the employee's current classification and the "new" classification will be compared. If the hiring rate difference between the two classifications is less than 8%, it is considered a lateral move and the employee maintains his/her current rate.

Section 20.08: Differential Pay

All bargaining unit employees who begin a work shift at or after 2:00 p.m. and prior to 10:00 p.m. will receive a 30 cent per hour second shift differential for all hours worked, in addition to their regular rate of pay.

All bargaining unit employees who begin a work shift at or after 10:00 p.m. and prior to 5:00 a.m. will receive a 40 cent per hour third shift differential for all hours worked, in addition to their regular rate of pay.

New differential rates shall only become effective upon ratification and approval of this Agreement.

ARTICLE XXI ENTIRE AGREEMENT

This Agreement constitutes the entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Except as specifically and expressly provided in the Agreement, neither party is required to negotiate any issue during the term of this Agreement unless legally mandated.

ARTICLE XXII TERMINATION

This Agreement is effective upon ratification/approval of both parties and expires at 11:59 p.m., June 30, 2006, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no earlier than 90 days but no later than 30 days prior to the beginning of each fiscal year that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor or modified Agreement, and shall automatically be extended until such time as a successor or modified Agreement is approved by both parties, effective date of termination notwithstanding. Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article VI, No Strike No Lockout.

This Agreement shall automatically terminate in the event that the Employer ceases to employ any persons in positions in the bargaining unit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this 30th day of October, 2000.

On Behalf of the Board of Trustees of Illinois State University

BY *Maralyn Clary*
Assistant Vice President for
Business and Human Resources

BY *V. J. ... 10302000*
President of Illinois State University

AFSCME, Council 31, AFL-CIO, For and On Behalf of Local 3236

BY *Don ...*
Staff Representative, AFSCME Council 31

Local 3236 Negotiating Committee:

Micaela McCombs
Micaela McCombs, President

Mary Eder
Mary Eder, Region #7

Judy Marshall
Judy Marshall, Region #1

Lorraine Perkins
Lorraine Perkins, Region #8

Laurie Retzer
Laurie Retzer, Region #2

Kim Robinson
Kim Robinson, Region #9

Lin Hinds
Lin Hinds, Region #3

Ray Kolodziecki
Ray Kolodziecki, Region #10

Sharon Foiles
Sharon Foiles, Region #4

Janis Semingson
Janis Semingson, Region #11

Cheryl Cleeton
Cheryl Cleeton, Region #5

Teresa Brewer
Teresa Brewer, Region #12

Linda Calhoun
Linda Calhoun, Region #6

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