

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**THE BOARD OF**

on behalf of

**GOVERNORS STATE UNIVERSITY**

and

**Health Care, Professional, Technical, Office, Warehouse and  
Mail Order Employees Union  
LOCAL NO. 743**

**Clerical Workers**

**Affiliated with**

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

**July 1, 2019-June 30, 2022**

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## **ARTICLE 1**

### **PREAMBLE**

This collective bargaining agreement is made and entered into this 19th day of August, 2016 by and between the Board of Trustees for Governors State University, hereinafter called the Employer or University, and the Health Care, Professional, Technical, Office, Warehouse and Mail Order Employees Union Local 743, affiliated with the International Brotherhood of Teamsters, Chauffeurs, and Warehousemen and Helpers of America, hereinafter called the Union or Local 743. It is the intent of this Agreement to promote a sound and mutually beneficial relationship between the Union and the Employer based on respect and cooperation.

## **ARTICLE 2**

### **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 I immediately above may be limited only to the extent provided for by the express terms and conditions of this agreement.

#### **Section 3.**

Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.

## **ARTICLE 3**

### **UNION RECOGNITION AND MEMBERSHIP**

#### **Section 1.**

In accordance with Public Act 83-1014, the Employer recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours, and working conditions as expressly contained herein, except those that may be specifically provided for and/or controlled by the State Universities Civil Service System and the Illinois Compiled Statutes, for all status educational employees, in status appointments of no less than 50% time, in the classifications shown on Addendum B of this agreement. The employer agrees to notify all new employees in the classifications covered by this agreement that the union is the exclusive bargaining agent.

## **Section 2.**

The employer will notify the Union/Business Agent and the Union steward of the names, classifications, date of hire and office location of all new employees covered by the bargaining unit. The union assumes the responsibility of informing new employees in classifications represented by the bargaining unit of their options regarding union membership, dues and fair share. The employer will include informational materials, provided by the Union, in new-employee orientation packets for those member classifications identified in Addendum B. The Union will be allowed to meet on-campus with such classified new employees in accordance with the provisions of Article 5 of this agreement.

## **ARTICLE 4** **JURISDICTION DISPUTES**

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 classification 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 5**

### **UNION MEETINGS**

Employees covered under this agreement may be excused and permitted to attend monthly union meetings held within the employer's facilities, provided however that all such meetings commence between 11 AM and 1 PM and further that attending employees shall not be excused from work for more than one (1) hour of paid time, including an unpaid lunch hour.

Released time will be granted to two (2) members of Teamsters 743 Clerical Union Executive Board for any agreed to Union meetings or meetings dealing with Union business requested by the University. It is understood that released time during work hours will be limited, and any meetings conducted will be done at a time and in a manner that has limited impact on the daily work at Governors State University. If necessary, both parties may consider allowing additional time. Additional time will be dependent upon the business needs of the department.

Any employer units shall not be reduced to less than a minimal staff (as determined by that unit) during the period of such meetings, in order to minimize possible disruption to University operations and provide for the continuation of necessary functions.

Stewards may request that the University provide use of private facilities for meetings with other stewards; or employees for the purpose of discussing union/contract matters. Absence(s) of the steward(s) and employee(s) from their work units for such meetings shall have advance supervisory approval. Supervisory approval shall be based on daily operational needs of the unit and shall not be unreasonably withheld.

## **ARTICLE 6**

### **DUES DEDUCTION AND FAIR SHARE**

#### **Section 1.**

The Employer agrees to deduct Union dues and assessments upon receipt of an appropriate written authorization from any employee.

#### **Section 2.**

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

### **Section 3.**

In accordance with the provisions for deduction as described in Section 1 of this Article 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 Teamsters Local 743 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, in writing, at least fifteen (15) days prior to its effective date.

## **ARTICLE 7** **JOB SECURITY**

### **Section 1. No Contracting**

During the term of this Agreement, the Employer shall not contract, the officially prescribed duties of bargaining unit classifications having incumbent employees who are covered by this Agreement except in an emergency. The Employer shall not be required to consult with the Union in declaring an emergency, but any such declaration may be subject to Article 18, Grievance Procedure. Any contracting of such duties shall be limited to a reasonable and limited period of time. Positions and employees funded under Job Training Partnership Act contract shall be exempted from this Section.

### **Section 2. Protection of Bargaining Unit Work**

The Employer may not transfer work assignments to positions outside the bargaining unit, with the intent of eliminating the officially prescribed duties of bargaining unit classifications and/or permanently displacing unit employees or evading the terms of this agreement.

It is agreed that permanent changes in classification titles shall not remove employees from the bargaining unit as long as they continue to perform the officially prescribed duties of the former classification. The Employer agrees that if a new classification is established covering the official prescribed duties of any of the classifications covered in this Agreement, or if a classification previously covered by this Agreement in the bargaining unit is reactivated within the term of this Agreement, such classification shall be covered by this Agreement. The Employer will request consultation with the Union in regard to employer actions taken under this paragraph.

The Employer shall assign any such classification to an appropriate grade level. Disputes arising over the appropriate placement of such classifications into salary grades shall be resolved through negotiations between the parties.

### **Section 3. Notification to Union**

A. The Union shall be notified as soon as possible of any decision to implement a university-wide hiring freeze which affects bargaining unit classifications.

B. The Union shall be notified of any decision to implement a university-wide freeze on promotions or reclassifications which affect bargaining unit classifications.

C. The Union shall be notified as soon as possible of immediate plans to discontinue existing titles, or to lay off bargaining unit employees. Such notification shall be initiated no less than 15 working days prior to such action, shall be in writing and shall include the names and seniority dates of affected employees in the bargaining unit. The Union will be provided a copy of the employee notice at the time it is provided to the employee.

D. Should the Employer schedule a full or partial closing of the University for other than emergency purposes, the Union Representative shall be notified as soon as possible prior to such closing. Upon notification, the Union representative may request a meeting with the Associate Vice-President of Human Resources or her/his designee to determine the methods of compensation for employees for the period of the closing, and to discuss the availability of work, if any, during such closing.

Any dispute arising over methods of compensation shall not be cause to discontinue such closing but may be processed through the grievance procedure.

E. The Union shall be notified when the Employee is notified of the results of a classification audit performed pursuant to a request made by or on behalf of a bargaining unit employee.

### **Section 4. Use of temporary, Extra Help, and Student Aide Appointments**

Temporary, Extra Help or Student Aide appointments may not permanently displace or be the cause for layoff of status bargaining unit employees/positions. Temporary and Extra Help appointments shall be made within the provision of Section 250.70 of the Statutes and Rules.

Prior to lay-off of any bargaining unit employee all temporary and extra help employees in the same sub-unit and who are either in the same classification or in a classification for which the bargaining unit employee meets minimum qualifications, shall be terminated.

The Employer shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the University and shall make known the results of the effort to the employee affected.

### **Section 5. Supervisors Performing Bargaining Unit Work**

Supervisors shall not perform work which is currently or hereafter being performed by bargaining unit employees, except in cases where emergencies, absenteeism or excessive work demands necessitates such provided, however, that any assignment as would have otherwise been approved as overtime work shall not be performed by supervisors.



## **Section 6. Training**

In the event that new or revised duties are added to an employee's job, or the duties of the employee's job are revised to incorporate the operation of new equipment, the employee shall be given a reasonable opportunity to be trained in the performance of such new or revised duties.

## **Section 7.**

No employee shall have his/her permanent work shift changed until the employee has been consulted about such change and has received at least fourteen (14) calendar days notice of such change. Such changes shall be made only for the purpose of meeting operational or program needs of the university. The University will provide a copy of such notice to the union.

## **Section 8.**

Employees shall not be required to take a polygraph or voice stress test as a condition of continued employment. Refusal to voluntarily take such a test shall not constitute grounds for disciplinary action against an employee.

# **ARTICLE 8 NON-DISCRIMINATION**

## **Section 1.**

Neither the Employer nor the Union shall practice discrimination against any individual covered under this agreement on account of race, color, religion, national origin, sex, age, sexual orientation or disability.

## **Section 2.**

All references to "employees" and/or either gender in this agreement shall be deemed to fully include both sexes.

## **Section 3.**

No employee or employee representative shall be discriminated against, interfered with, intimidated, restrained or coerced in the exercise of any union duties or as defined as protected activity by the Illinois Educational Labor Relations Act, or by this agreement.

# **ARTICLE 9 BULLETIN BOARDS & CAMPUS MAIL**

A. Union officials shall be permitted to post notices of a non-political and/or non-controversial nature regarding meetings and other information relating to Union business on existing bulletin boards in each unit which are easily accessible to unit employees.

B. The Union shall be permitted to use the University's internal campus mail system for the purpose of distributing official Union mail to bargaining unit employees. Any such mail must be properly addressed in order that it be delivered.

C. Notification of internal vacancies shall be made to employees through the campus e-mail system and University applicant website. Such openings will be posted for a minimum of six (6) working days, excluding Saturdays, Sundays and Holidays. The Employer will provide written notice to the Union of the successful candidate.

## **ARTICLE 10**

### **PERSONNEL FILES**

#### **Section 1.**

The Employer shall maintain an official personnel file for each employee, which shall be retained in the custody of the Department of Human Resources. Contained in the file shall be all personnel transaction forms and records determined by the University to be appropriate in the administration of its work force.

#### **Section 2.**

Employees shall have the right to review their individual official personnel file and such file shall be open for examination by the employee during regular business hours in the Department of Human Resources, under such conditions as are necessary to insure the integrity and safekeeping of the file. The Department of Human Resources will schedule an appointment with the employee to review the file within a reasonable timeframe following the request. A reasonable timeframe is defined as no later than two (2) business days. The employee may attach a concise statement to any item contained in the file.

#### **Section 3.**

Upon request, an employee may obtain a copy of any material in the employee's personnel file, upon payment of the cost of photocopying, if the University shall require such payment.

#### **Section 4.**

Any employee filing a grievance may indicate on the grievance form that the Union representative shall have the employee's permission to inspect specifically designated documents contained in the official personnel file that are directly related to the grievance. Prior to release, such documents shall be identified by the employee on the grievance form.

The Union and each of the employees it represents shall hold the Employer and its representatives harmless from any claims and/or liability that may result from the disclosure of information contained in employee personnel files.



### **Section 5.**

All employees may request that documentation of an oral warning or a written warning be expunged from the file if no further disciplinary action has been taken for a period of six months. Such request shall not be unreasonably denied.

## **ARTICLE 11** **SENIORITY**

### **Section 1.**

Whenever used in this Agreement, the term "Seniority" shall refer to service that is recognizable and governed by the Statute and Rules except when otherwise specified in this Article. (See Section 250.120) University seniority, as that term is used within this agreement, shall be defined as the most recent date of employment at the University.

### **Section 2.**

A. When more than one Bargaining Unit employee in the same department or unit requests the same vacation (period), and the Supervisor is unable to grant all such concurrent requests, any vacation(s) approved and authorized shall be granted on the basis of University seniority.

B. Employees may be notified on a quarterly basis of their individual vacation and sick leave balances. As necessary, employees may contact the Payroll Office during normal business hours to inquire as to such balances.

### **Section 3.**

Bargaining Unit Employees desiring reassignment shall advise the Department of Human Resources of their interest by properly completing and submitting the appropriate request for reassignment.

Employees requesting reassignment shall be interviewed in the order of seniority before interviews are conducted with persons from registers.

### **Section 4.**

Notification of vacancies shall be made to employees through the use of specified bulletin boards. Vacancy Notices posted on the bulletin boards shall be for a minimum of six working days excluding Saturday, Sunday, and Holidays, Designated Stewards will be given copies of vacancies (as posted) upon request.

### **Section 5.**

The Employer will, on a semi-annual basis, furnish the Union/Business Agent with a seniority list of bargaining unit members. The Employer, on a monthly basis, will provide the Union/Business Agent and designated steward with notification of new employees in the

bargaining unit including name, classification, date of appointment and monthly salary. The employer will notify the designated steward when an employee vacates a current bargaining unit position.

## **ARTICLE 12** **HEALTH AND SAFETY**

### **Section 1.**

Two employees shall serve as a Safety and Health Committee for the bargaining unit. The Jurisdiction of the Committee shall be to work with the Physical Plant Department and/or the Associate Vice-President of Human Resources or her/his designee in identifying and correcting unsafe or unhealthy conditions which exist or may arise.

Employees serving on the Committee shall be paid for all time spent during normal working hours on Safety issues.

### **Section 2.**

It is agreed that the University shall continue to maintain such safety and sanitary methods as are necessary to protect and preserve the health and safety of its employees. Employees shall not be required to engage in work involving danger to person or property as defined by applicable federal or state statute. Adequate first aid protection shall be made available to all employees during working hours.

### **Section 3.**

It is agreed that any employee whose normal work day consists of continuous use of VDTS, or where task required significant repetitive motion activity, shall be given reasonable opportunities to take time away from those machines upon approval from the supervisor.

### **Section 4.**

Upon request of the employees designated as copy machine key operators the university shall provide appropriate smocks and gloves. The cleaning of this apparel shall be the responsibility of the employee.

## **ARTICLE 13** **BENEFITS**

### **Section 1.**

All benefits provided for or available to eligible employees covered under the terms of this Agreement shall be strictly pursuant to those specifically approved and published by the Board of Trustees in its manual of Regulation, or amendments thereto, governing University Civil Service Employees, unless otherwise expressly stated in this agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be

automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

## **Section 2.**

Benefits shall include and are not limited to accrued leave, holidays, sick leave, jury duty, leave of absence, and educational benefits.

## **Section 3.**

Benefits as provided for under this Article shall not be diminished during the term of this agreement and any improvements or additional benefits that may be authorized by the Board of Trustees shall be extended to members covered under this Agreement at the same time and to the same degree that such benefits are made available.

## **Section 4.**

Employees may be excused to attend classes during the scheduled work day, subject to a maximum of 4 clock hours per week or the number of clock hours required to attend one course, whichever is greater.

All other provisions of the Regulations, will apply.

## **Section 5.**

An employee may be reimbursed for tuition paid for not more than two academic courses during the term of this Agreement which: 1) the Associate Vice-President of Human Resources or her/his designee approved as courses related to the employee's current position at the University; 2) were not offered at any state college or university within reasonable distance from the University or the employee's residence; and, 3) were taken for credit and successfully completed.

## **Section 6. Family Medical Leave Act (FMLA).**

Provisions for Family Medical Leave are incorporated in the Board of Trustees Regulations, and will be administered in accordance with said regulations as amended 2010, Section II, A. h. entitled "Federal Family and Medical Leave Act".

## **Section 7. Personal Vacation Days.**

Employees may utilize three (3) accrued vacation leave days per calendar year as Personal Days, which shall not require prior approval. The employee shall be required to notify his/her appropriate supervisor of his/her intended absence, in accordance with their respective department's normal absentee reporting procedure. Such Personal Vacation Days which are not taken during the calendar year are not accruable, and may not be carried over from one calendar year to the next.

### **Section 8. Non-Accruable Personal Days.**

All full-time, non-probationary employees are entitled to three (3) non-accruable personal days. All eligible bargaining unit employees, with the exception of those who are assigned to the Offices of the Registrar and Admissions, shall take at least one of these days during minimal staffing (between the Christmas and New Years' holiday) of each year during the terms of this agreement. New employees that satisfy their probationary period will have their personal days prorated for the remainder of the contract year in which they were hired.

### **Section 9. Performance Evaluation Days.**

Bargaining Unit employees who, on the overall performance evaluation grade, are evaluated at generally exceeds expectations will be granted one extra non-accruable day off with pay from work during the year, and that the employee who is evaluated overall as superior shall be granted two (2) extra non-accruable days off with pay from work during the year.

Probationary employees are not eligible for Performance Evaluation Days. New employees that satisfy their probationary period and have been hired prior to January 1, will be evaluated for the current year and will have their Performance days pro-rated for the remainder of the contract year in which they were hired.

### **Section 10. Bereavement Leave.**

A. In the event of a death in an employee's 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, for the purpose of arranging for and/or attending the scheduled services. The employee's immediate family is defined as a spouse, child, step-child, mother, father, stepmother, stepfather, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or such legal guardian responsible for the raising of said employee.

B. In the event of a death in an employee's family, an employee shall be entitled to up to three (3) regularly scheduled work days off within a period of five (5) consecutive work days commencing from the date of occurrence, for the purpose of arranging for and/or attending the scheduled services. The employee's family is defined as an aunt, uncle, niece, nephew, or first cousin.

C. During such leave the employee shall be paid his/her base hourly rate. Bereavement Leave shall not be unreasonably denied and will be taken in no less than one-half day increments. Bereavement Leave beyond the limits identified in this section, may be approved by the employer representative under special circumstances, and will be deducted from either earned vacation or sick leave at the employee's choice, provided a balance is available.

D. Evidence of employees attendance at such services and/or relationship to the decedent may be requested by the employee's Supervisor, and will be furnished by the employee upon request. Proof (i.e. obituary naming the employee, certificate from the funeral home, or mortuary, etc) must be submitted upon the employees return to work from the leave. Failure to provide reasonable proof of attendance, may result in loss of wages for days missed, and may

subject the employee to disciplinary action if it is determined that such bereavement claim was fraudulent.

### **Section 11. Parental Leave**

A. An Employee may use up to 25 days of earned sick leave per Academic Year for parental leave upon the birth or adoption of a child of the Employee. Requests for parental leave of more than 10 Work days shall be submitted to the **Human Resources** 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

### **Section 12.**

Effective July 1, 2003, pursuant to Public Act 92-0599 and subsequently upon the employee's request, unused compensable sick leave will be paid out to bargaining unit employees at the current rate of earnings as part of "earnings" from the University during the period of up to two years of employment prior to retirement. This payout will be subject to the 20% limitation and the guidelines set by the State Universities Retirement System (SURS).

The employee must submit an irrevocable "election" to retire" prior to receiving this benefit. In the event that this provision under Public Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid during employment prior to retirement to the extent prohibited by such amendment, unless a new agreement allowing such payment is negotiated by the University and Local 743. Employees already receiving the benefit at the time of the repeal or amendment of Act 92-0599 will have the choice to continue receiving this benefit.

## **ARTICLE 14** **HOURS, WAGES, OVERTIME, ETC.**

The Employer will establish standard hours of work for employee's based on the operational needs of each department, and within the scope of its authority under Article 2. Notice of changes in employee's schedules will be provided to the Union when the affected employee(s) are notified of the change.

### **Section 1. Emergency Closing**

A. On any occasion that the University has been officially declared "closed" due to any emergency, bargaining unit employees other than those required to work to maintain any essential service, shall suffer no loss of basic pay or seniority because of that closing, for any period of closing but not to exceed five (5) consecutive work days.

B. Bargaining unit employees who are on sick and/or accrued leave during any such emergency closing, or are absent the day prior to as well as the day following such closing, will be charged with sick and/or accrued leave during each of those days of closing.



C. Unit employees who are required to work during an emergency closing and who fail to report for such work shall suffer loss of wages, but shall be permitted to request the use of either sick leave or accrued leave, as available, for any such absence.

D. Bargaining unit employees who are required to work during an emergency closing due to the nature of their assigned task shall be compensated at one and one-half (1 ½) times their hourly rate for hours worked after an official notification of closing.

## **Section 2. Promotions**

Employees receiving a promotion to a classification having a higher pay grade shall be granted a salary increase to the minimum of the appropriate pay grade for the new classification but not less than 10% of the current salary, whichever is greater. The effective date of such salary increase shall be the official appointment date of the promotion.

## **Section 3. Reclassification/Reassignment/Demotion**

A. Should the State Universities Civil Service System change a classification covered by the contract to another classification in the contract which has a higher assigned pay grade, the reclassified employees shall be placed at the same salary in the new pay, grade as held in the former pay grade as of the date established by the Civil Service System.

B. If a demotion (in classification) occurs due to a State Universities Civil Service System action, affected employees shall continue to receive their salaries in accordance with the pay grade previously assigned to the abolished classification during the term of this agreement.

C. Employees electing to take a voluntary demotion to a classification having a lower pay grade shall have their salary reduced to the minimum of the appropriate pay grade for the lower classification, but not more than 10% below the current salary, whichever is lesser. The effective date of such salary decrease shall be the official appointment date of the demotion.

D. When an audit is officially completed which results in a recommendation for reclassification, the Supervisor will approve the reclassification, approve a temporary upgrade into the recommended classification, or will immediately remove the duties which are beyond the current classification. The employee will be notified of this final decision as soon as possible. The effective date of such reclassification shall be the date of the audit or the date following successful completion of the examination, whichever is later.

## **Section 4. Overtime Time**

A. The standard work week for non-exempt bargaining unit employees shall be five consecutive calendar days, 7 1/2 hours per day, and 37 1/2 hours per calendar week. The basic work-week for exempt bargaining unit employees shall be 37 1/2 hours per calendar week. The standard work- week for part-time employees shall be consistent with the percent of appointment. Employees working regularly scheduled shifts of no less than 7 1/2 hours shall be entitled to one (1) hour unpaid lunch period and two (2) fifteen minute paid breaks to be scheduled by the supervisor. This standard work-week shall not be altered during the term of this Agreement except by mutual agreement between the Employer and employee. Unit

employees classified as "Exempt" shall not be bound by the 7 1/2 hour day nor the 37 1/2 hour week and shall not qualify for any over-time as may be described elsewhere in this agreement. The assignment of consistently lengthy work weeks for exempt employees shall be made on the basis of the employees work requirements and shall not be made for reasons other than those directly related to the work requirements of the position.

B. Work assigned to and performed by non-exempt employees in excess of 7 1/2 hours in a day shall be compensated at a one and one-half time rate. All work assigned to and performed by nonexempt employees on the sixth consecutive day of work shall be compensated at a one and one-half time rate. All work assigned and performed by non-exempt employees on the seventh consecutive day of work or on any Sunday or on a Board designated holiday shall be compensated at a double time rate. Holiday pay shall not be forfeited when work is performed on a Board designated holiday. All overtime shall be compensated in either cash payment or compensatory time. Whenever possible, reasonable notice of over-time shall be given

C. Compensatory time for non-exempt employees is defined as paid time off from scheduled work, granted in lieu of overtime pay for work performed in excess of 37 1/2 hours in a week shall be recorded as compensatory time at the discretion of the employee, and subject to all the provisions of this Article and consistent with University policy.

D. Whenever possible, schedule changes which include evening and/or weekend assignments for non-exempt employees performing similar job duties and within the same unit shall be made on an equitable basis. Whenever possible, voluntary systems shall be considered first.

E. All overtime hours, whether for cash payment, or use as compensatory time, must be approved in advance by the appropriate Unit Head.

F. Arrangements for use of compensatory time shall be by mutual agreement between the employee and the appropriate Supervisor (or Chairperson or first-level administrator) and shall be consistent with the Compensatory Time Procedures for Non-exempt Civil Service Employees.

G. To the extent practicable the University will equalize overtime opportunities.

H. When a non-exempt employee is called back to work after completing 7 1/2 hours of work and leaving the premises, he/she shall receive four (4) hours of pay or the actual number of hours worked, whichever is greater, at the appropriate rate of pay as specified in Section 5.b) or c) of this Article.

I. Should the University determine to close during the Christmas/New Year Holiday Season, all non-exempt employees shall be required to exercise one of the following three options when work is not required on regular work days:

1. The employee may use any compensatory time previously accumulated to cover the period of the closing. The availability of overtime work that would qualify for the accumulation of compensatory time shall be subject to the operational needs of the University, or

2. The employee may use available vacation time, or
3. The employee may take leave without pay.

### **Section 5. Wages**

A. Effective July 1, 2019 - All bargaining unit employees shall receive a two percent (2.0%) increase. In addition, upon ratification of this Agreement by both Parties, all bargaining unit members then employed will receive a one-time lump sum bonus in the amount of \$500. This bonus will not be added to the employee's base wages. Effective July 1, 2020 - All bargaining unit employees shall receive a two and three quarters percent (2.75%) increase in their base salary. Effective July 1, 2021 - All bargaining unit employees shall receive a three percent (3.0%) increase.

B. All classifications and specific offices that are exempt from this Agreement are designated in Addendum A.

C. The assignment of all classifications covered under this Agreement is contained in Addendum B, Classification Schedule and Salary Range.

D. Salary ranges: The minimum and maximum salary ranges as reflected in Addendum B represents a ninety percent (90%) spread between the salary ranges.

E. Unit employees who complete either 5, 10, 15, 20, 25, or 30 years of continuous service in their job classification shall receive an increase in their base salary of three and three tenths (3.3%) percent effective on the anniversary date of service within their job classification.

F. Probationary, bargaining unit employees will be paid at one-hundred percent (100%) minimum pay scale.

G. The employer shall be restricted to hire new unit employees at no more than 5% above the minimum of the grade assigned to a classification, in accordance with existing university guidelines.

H. In the event the Legislature appropriates and the Governor authorizes additional funds specifically intended for salary increases during each fiscal year occurring during the duration of this agreement, the parties agree to reopen negotiations for the purpose of discussing the contractual salary levels, within that specific fiscal year.

### **Section 6. Shift Differential**

Bargaining Unit Employees shall be paid a shift differential of forty cents (\$0.40) per hour in addition to their base salary rate, for all hours worked if their normal work schedule for that day provides that they are scheduled to work, and they work half or more of such work hours between 4:00 p.m. and 8:30 a.m. (This section shall not apply to Bargaining Unit Employees who are working a requested flextime schedule).



### **Section 7. Temporary Upgrade**

A bargaining unit employee shall not perform duties beyond his/her classification unless the requirements of Civil Service Rule 250. 1 00b are met and a temporary upgrade has been approved by the Department of Human Resources. Requests for temporary upgrades shall not be considered unless the duties to be assigned result from a vacant position or an approved leave of absence.

### **Section 8. Flex-time**

Units whose normal business operations permit shall consider reasonable requests from employees and their bargaining agent to grant flexible hours.

### **Section 9. Degree Completion**

Effective July 1, 1994, and thereafter an employee will be granted an adjustment in base salary for a degree earned. Upon receipt of the employee's official transcript, the employer will pay advanced education if the education has not been used to qualify the employee for a position as follows: One percent (1%) per year for an Associate Degree to total two percent (2%) will pay one percent (1%) per year for a Bachelors Degree to total an aggregate of four percent (4%); will pay one percent (1%) per year for a Masters Degree to total two percent (2%). Payment for education will not exceed six percent (6%) for post-graduate degrees. Employees must provide an official transcript which indicates degree completion to the Human Resources Department within 90 days of the completion of degree requirements in order to be eligible for such requested adjustment.

## **ARTICLE 15 STRIKE - LOCKOUTS**

### **Section 1.**

During the life of this agreement or any extension thereof, the Union or any of its officers, agent, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

### **Section 2.**

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members, or by any other person or persons whomever during the life of this agreement. Any employee who is absent from work without permission, or who refrains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates that a strike or other work stoppage as

defined in Section 1 above occurs, may be presumed to have engaged in such strike or work stoppage on such date or dates and shall be placed in a non-pay status for such days. Any employee who violates this Article shall be subject to disciplinary action including discharge. In the event an employee is in violation of this Article, his/her fringe benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

### **Section 3.**

Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation and the Union in so using its best efforts, shall include the posting of notices in conspicuous places where employees are most likely to see them, which notices shall express the disapproval of the Union as to the violation, and which further shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

### **Section 4.**

There shall be no lockout by the Employer during the life of this agreement. The exercise of management's right shall not, when those rights are exercised in accordance with Article 11, constitute a lockout.

### **Section 5.**

The Employer will not use employees covered by this agreement to perform work of employees represented by another Union as substitutes in the event of a labor dispute.

## **ARTICLE 16** **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 and administrative representatives of the Employer. Such meetings shall be requested at least seven (7) days in advance of the suggested date, 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 shall be limited to:

- A. Discussion on the implementation and general administration of this agreement.
- B. A sharing of general information of interest to the parties.

C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

D. Issues or problems arising from but not specifically addressed by the express - terms of the agreement that are of interest to unit employees and/or management.

## **Section 2.**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this agreement be carried on at such meetings.

## **Section 3.**

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to four (4), regardless of being in pay status or not. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

## **Section 4. Negotiations.**

The University agrees to pay not more than five (5) employees designated by the Union as members of the Union negotiating team, their straight time hourly, rate for scheduled work hours spent in attendance at negotiating meetings, but in no event shall such pay exceed seven and one-half (7 1/2) hours per employee for each negotiating meeting held. Employees other than the maximum of five as designated by the Union may attend any negotiating meeting on their own time and without pay.

# **ARTICLE 17**

## **DISCIPLINARY ACTION**

## **Section 1.**

The Employer and the Union agree that in order to maintain effective and efficient operation of the University, all employees must perform their assigned task fully and efficiently, comply with rules of conduct which are prescribed by the University, and abide by generally accepted employment standards. Failure to meet these requirements may subject an employee to disciplinary action in accordance with the provisions of the State Universities Civil Service Statute and Rules. The guiding principle of disciplinary action will be to attempt to correct an employee's deficiencies so that the employee will satisfactorily meet the University's requirements.

## **Section 2.**

Disciplinary action may be in the form of a verbal warning, a written reprimand, suspension from work without pay, or discharge. None of the above actions may be taken without just cause, and any employee shall have the right to be represented by the Union.

## **Section 3.**

If the Employer has reasons to verbally warn an employee for a rules infraction, it should be accomplished in a manner not resulting in embarrassment to the employee, nor should it be conducted before other employees or in public and should be conducted only in the presence of appropriate management representatives and, if deemed necessary by the employee, a Union steward. The issuance of any verbal warning shall not be delayed for more than 24 hours due to the absence of a Union steward. The employee will be advised of the pertinent facts and accusations of the alleged infraction.

## **Section 4. Written Reprimand**

For more serious or repeated cases of rule infractions, the employee will be advised of the pertinent facts, accusations and evidence if any, related to the alleged violation. The Supervisor will explain to the employee, in private, the correct and expected behavior. The Employee along with a Steward shall have the right to rebut any allegations.

If the Supervisor determines, following a discussion between the parties, that a written reprimand is warranted, such disciplinary action will be taken and recorded by memorandum from the Supervisor to the employee; a copy of which shall be forwarded to the Associate Vice-President of Human Resources or his/her designee for filing and for authorization if required. The Employee and the Union Steward will receive a copy of said form.

## **Section 5. Suspension**

Whenever an employee commits a most serious offense, violation or continued infraction, the supervisor shall recommend to the Associate Vice-President of Human Resources or his/her designee that the employee be suspended; and in the case of a harmful or threatening infraction as determined by the Supervisor, the employee may be immediately but temporarily relieved of duties, prior to the supervisor making a recommendation for suspension.

Before taking any action, the supervisor shall verbally advise the employee of the committed infraction and recommendation for suspension and, counsel the employee on corrective behavior. The Supervisor must report any such action taken along with the recommendation for suspension to the Associate Vice-President of Human Resources or his/her designee. The Associate Vice-President of Human Resources or his/her designee upon an investigation and/or review of the matter, shall arrange a meeting between the employer, its representatives and the employee along with a Union Steward desired by the employee. The purpose of the meeting is to allow for a fuller presentation of the circumstances associated with the infraction, the recommendation for suspension as well as to allow rebuttal of the charges, by the employee. If the employee chooses not to attend the meeting, the recommended disciplinary action will go forward. The Associate Vice-President of Human Resources or his/her designee

shall then render a final decision on the suspension, including its duration and other conditions including if warranted, a lesser corrective action. Whenever a decision has been made to suspend an employee, a copy of the official Civil Service form shall be personally served when possible or sent via registered or certified mail to the employee at the last known address; a copy of such form will be forwarded to the Union office.

#### **Section 6.**

Upon determination that an employee is to be terminated (or suspended pending discharge), the employee may elect either the provisions for discharge and hearing incorporated in the State Universities Civil Service Statute and Rules or the procedure for Arbitration outlined in the collective bargaining agreement. If the employee elects to seek remedy through Civil Service (Merit Board) the employee will waive his/her right to arbitration. Similarly, if the employee elects to seek a remedy through grievance arbitration, the employee will waive his/her right to a Civil Service hearing. All other provisions of this Article, or civil service procedures pertaining to the civil service hearing procedure shall apply.

#### **Section 7.**

In the event of arrest of a bargaining unit employee by the Governors State University Department of Public Safety, such arrest shall not be processed under the Grievance and Arbitration Articles of this Agreement.

### **ARTICLE 18** **GRIEVANCE**

#### **Section 1. Introduction**

It is the intent of the parties to this agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this agreement, of all alleged violations to the terms or provisions of this agreement. If prior to filing a grievance there-under, or while a grievance proceeding is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Employer shall have no further obligation to entertain or proceed further with the matter pursuant to this grievance procedure and the grievance shall be considered withdrawn from this process. This waiver shall not apply in cases alleging unlawful discrimination filed pursuant to existing laws with a body of competent jurisdiction.

#### **Section 2. Definitions**

For purposes of this grievance procedure, the following definitions shall be applicable. Grievant shall mean any of the following:

- A. an individual employee
- B. a group of employees sharing a common grievance



C. the Union representing the total bargaining unit, all employees of which share a common grievance;

D. the Union as an organization in a dispute over a term or provision of this agreement. Grievance is an allegation placed in writing by the grievant that any express provision or term of this agreement has been violated by the Employer. The written grievance shall contain specific details including the Article and Section alleged to be violated and the remedy sought, names of involved persons, date, time, and place and signature of the grievant.

"Day", shall mean a working day, Monday through Friday, exclusive of any Employer approved holiday.

### **Section 3. Informal Complaint Procedure**

In the event of a misunderstanding or if an employee wishes to offer a complaint regarding employment he/she may consult with the immediate supervisor. The supervisor may consider and attempt to resolve or adjust such issues.

### **Section 4. Application of State Universities Civil Service System Statutes and Rules and Board of Trustees Regulations Governing Civil Service Employees.**

A. An employee may inquire of the immediate Supervisor, as to any application or official interpretation of either State Universities Civil Service System Statutes and Rules or Board of Trustees Regulations as it may relate to some action taken by the University.

B. The Union representative and/or the employee may meet with the Associate Vice-President of Human Resources or his/her designee for the purpose of resolving problems related to or arising out of the official interpretation and application of the State Universities Civil Service System Statutes and Rules, and/or the Board of Trustees regulations governing Civil Service Employees.

Every effort shall be made to clarify and resolve the dispute provided nothing in this agreement is contrary to the State Universities Civil Service System Statute and Rules, or the Board of Trustees Regulations.

### **Section 5. Grievance Procedure**

Step 1. Within twelve (12) days following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later, but in no event later than thirty (30) calendar days following any violation giving rise to the grievance, the grievant may submit a grievance to the appropriate Division Chairperson in University Colleges or first level Administrator in other departments. The Chairperson or Administrator shall first review the grievance and then personally discuss the issue with the grievant. Every effort shall be first made to conciliate the matter. The Chairperson or Administrator shall render a decision regarding settlement or denial of the grievance and shall forward that decision in writing to the grievant within seven (7) days following receipt of the grievance. The grievant retains the right to have a Union Steward and/or

Business Agent present at any discussion between the grievant and the Chairperson or Administrator.

Step 2. Should the grievance not be resolved in Step 1, to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Unit Head within five (5) days following receipt of the Chairperson's or Administrator's response. The Unit Head shall first review and investigate the grievance and the history of actions taken in Step 1, and then personally discuss the issue with the grievant and the Steward and/or Business Agent. Every effort shall be first made to conciliate the matter. The Unit Head shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within seven (7) days following receipt of the grievance.

Step 3. Should the grievance not be resolved in Step 2, to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Associate Vice-President of Human Resources or his/her designee within five (5) days following receipt of the Unit Head's response. The Associate Vice-President of Human Resources or his/her designee shall first review and investigate the grievance and the history of actions taken in Step 1 and 2 and then personally discuss the issue with the grievant and the Steward and/or Business Agent. Every effort shall be first made to conciliate the matter. The Associate Vice-President of Human Resources or his/her designee shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within fifteen (15) days following receipt of the grievance. The Employer shall forward a copy of the decision to the Union office.

#### **Section 6. Limits**

A. Failure to respond by the Employer's representative at any step does not find in favor of the grievant but automatically allows for the advancement of the grievance to the next step of the grievance procedure.

B. Should the grievant at any step fail to timely file a grievance, the Employer shall be permitted to deny the grievance and request for remedy.

C. Should the grievant fail to properly complete the grievance form, the Employer shall be permitted to officially refuse acceptance of the grievance form and the employee shall be permitted to resubmit the form within five (5) days of being notified by the Employer of the form's unacceptability.

D. With the exception of Step 1, the time limits for the submission of a grievance at any other step may be extended for an additional number of days as assigned to the Step upon request to the appropriate management representative by the grievant and/or Union representative and mutual agreement by the parties to the request.

## **ARTICLE 19**

### **ARBITRATION**

#### **Section 1.**

If a grievance is not satisfactorily resolved through the grievance procedure, the Union may proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the Associate Vice-President of Human Resources or his/her designee within fifteen (15) days after the receipt of the Step 3 decision and shall be signed by the Union's representative.

#### **Section 2. Selection**

The Employer and the Union agree that the arbitrator shall be selected in the following manner:

A. The union shall request from the American Arbitration Association a list consisting of seven (7) names of suggested arbitrators, a copy of which will be mailed to the Employer. Upon receipt of such list, and within five (5) days thereafter, the Union shall request a meeting with the Employer to undertake the process of selecting an arbitrator; the meeting for selecting an arbitrator will be scheduled within fourteen (14) days following the request.

B. The selection process requires that each party beginning with the Union, to alternately strike one (1) name off the list until only one name remains. The last remaining name shall then be jointly submitted to the American Arbitration Association for assignment to the case. Failure of the selected arbitrator to accept or undertake the case shall result in the two parties repeating the process as defined in this Section.

C. The arbitrator shall commence the arbitration proceedings on a date, time, and place agreed to by the arbitrator, Union, and the Employer, but in no event shall it be delayed beyond sixty (60) days following acceptance of the case by the arbitrator.

D. A final written decision shall be submitted by the arbitrator to the parties no later than thirty (30) calendar days following the conclusion of the hearing.

E. Any arbitration conducted under this Article shall be in accordance with the voluntary rules of the American Arbitration Association. In the event of any conflict between said rules and this Article, the provisions of this Article shall prevail.

#### **Section 3. Authority**

The arbitrator shall limit his review to the specific issue(s) submitted for arbitration and shall have no right or authority to change this Agreement. The Arbitrator shall not have the power to, in whole or in part, amend, modify, delete, add to, or disregard any of the express provisions or terms of this Agreement. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor contracts whereby all rights, policies, regulations, and practices of the Employer, whether exercised or not, and not specifically limited or prohibited by this Agreement are reserved to the Employer.



A decision reached by the arbitrator shall be the Final and binding settlement of the difference existing between the parties.

#### **Section 4. Expenses**

A. Each party shall bear its respective expenses incident to the processing of an arbitration which shall include one-half of the expenses and fees incident to the services of the arbitrator.

B. The cost of a certified reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and all transcripts shall be equally shared.

C. Expenses incurred by any employee participating in any arbitration proceeding on behalf of any grievant(s) or as a grievant shall not be the responsibility of the Employer. The Employer may release employees from their work schedule as necessary, with resultant loss in direct wage, to attend or participate in an arbitration proceeding.

### **ARTICLE 20**

#### **HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY**

##### **Section 1.**

During the terms of this Agreement health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971 (5 ILCS 375). The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

##### **Section 2.**

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with 40 ILCS 5/15 Pensions.

##### **Section 3.**

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with Workers' Compensation and Occupational Diseases Acts, 820 ILCS and 820 ILCS 31 0.

##### **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 21**

### **LIMITATIONS OF AGREEMENT**

#### **Section 1. Legal Limitations**

A. No provision or clause of this collective agreement may supersede any law or governmental order.

B. Any previous or past agreements and commitments by and between the Board of Trustees and the Union, contrary to and/or not made a part of the express terms of this agreement are agreed to be null and void without recourse.

#### **Section 2. University System Limitations**

No provision or clause of this collective agreement may supersede or contradict any existing provision of Board of Trustees Bylaws and Governing Policies or Regulations or the Statutes and Rules governed by the State Universities Civil Service System.

#### **Section 3.**

Should any provision of this agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, the provision or application of a provision of this agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the remaining and non-affected provisions and applications of provisions of this agreement shall continue in full force and effect of the life thereof.

#### **Section 4.**

A. The parties acknowledge that during the negotiations which resulted in this agreement, the Union had the unlimited right and exercised full opportunity to make demands and proposals with respect to any permissible subject or matter. Further, it is agreed that this agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under the agreement.

B. The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated except as may be expressly provided elsewhere in this agreement, to bargain collectively with respect to any other subject or matter whether or not referred to or covered by this agreement and whether or not the subject or matter was mentioned or discussed during the negotiations preceding the execution of this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both at the time they negotiated or signed this agreement.

#### **Section 5.**

Except as may be specifically indicated elsewhere in this agreement, all provisions and terms of this agreement shall not take effect or in any other way become binding on the parties

until such time as the agreement receives ratification by each of the parties hereto. Any condition, incident or act associated with the Union or its members or the Employer and any of its representatives, that would otherwise qualify as a grievance as defined elsewhere in this agreement shall not be subject to or be processed under any of the terms and conditions of this agreement.

## **ARTICLE 22**

### **DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS**

#### **Section 1. Duration of Collective Agreement**

This collective bargaining agreement shall become effective at the opening of business on the day the Board of Trustees approves this agreement, and remain in effect through June 30, 2016. It shall automatically be renewed thereafter from year to year unless either party notifies the other by registered or certified mail at least sixty (60) days prior to the expiration date that it desires to modify or terminate this agreement.

#### **Section 2. Changes or Amendments**

Negotiations or proposed changes or amendments to this collective agreement, pursuant to the notice required by Section 1, immediately above, shall generally begin not later than sixty (60) days following notification of one party to the other that it seeks to change or amend this agreement, unless a different time period or date is mutually agreed.

#### **Section 3. Status of Collective Agreement During Negotiations and Termination Thereof**

A. The parties recognize joint responsibility to provide continuing service to the end that Employer operations are not interrupted. If, during the course of negotiations, an impasse occurs mutually agreeable efforts shall be made by the parties to resolve the impasse.

B. Negotiations shall continue with this collective agreement remaining in full force and effect until a new agreement is entered into or until this collective agreement is abrogated by one party giving the other ten (10) days written notice that it shall be terminated on or after the natural expiration date of this agreement.

#### **Section 4. Effective Dates of Changes or Amendments**

These shall be established in negotiations by and between the parties. If no effective date of a change or amendment is established in negotiations, then the effective date of such change or modification shall be the date of approval of the agreement by the Board of Trustees.

**ARTICLE 23**  
**ACCEPTANCE BY PARTIES**

We hereby state that the foregoing instrument consisting of pages numbered one (1) through thirty-eight (38) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

FOR THE BOARD OF TRUSTEES OF  
GOVERNORS STATE UNIVERSITY

Sandra Marak 9/15/2020  
Sandra Marak Date  
Director of Human Resource Services  
Governors State University

Cheryl Green 9-21-20  
Dr. Cheryl Green Date  
President  
Governors State University

FOR THE UNION

Debra Simmons-Peterson 9/8/20  
Debra Simmons-Peterson Date  
President  
Local No. 743, I.B.T.

Brendan Crowley  
Brendan Crowley  
Chief Negotiator  
Local No. 743, I.B.T.

Brenda Moore  
Brenda Moore  
Steward  
Local No. 743, I.B.T.

Cassandra Ingram  
Cassandra Ingram  
Bargaining Team  
Local No. 743, I.B.T.

**Addendum A**  
**Bargaining Unit**

**Section 1. Classification and Employees Covered**

Pursuant to negotiations between the parties hereto, the State Universities Civil Service System classifications listed in Addendum B herein as well as incumbent and future status employees in those classifications are hereby determined and agreed by the parties hereto, to be covered by and subject to all the terms and conditions of this agreement.

**Section 2. Exceptions from Agreement**

Incumbent and future status employees employed in the following listed classifications and/or departments/offices are, by agreement of the parties hereto, not subject to and covered by any of the terms and conditions of this agreement.

**Exempt Offices**

Office Administrator  
Office Administrator  
Office Support Specialist

College of Arts and Sciences  
Office of the Provost  
Office of the Provost

**Addendum B**

**Governors State University  
Local 743 Clerical Classifications  
Minimum/Maximum Salary Ranges  
July 1, 2019 -June 30, 2022**

<b><u>Current Classification</u></b>	<b><u>Range Minimum</u></b>	<b><u>Range Maximum</u></b>	<b><u>06-30-16 Highest Salary</u></b>	<b><u>% Spread</u></b>
Admissions & Records Officer	\$2,499.51	\$4,705.64	\$3,496.08	90.00
Admissions & Records Representative	\$2,156.41	\$3,740.98	\$3,000.00	90.00
Admissions & Records Specialist I	\$2,310.56	\$4,042.64	\$2,456.11	90.00
Bindery Worker I	\$2,013.86	\$2,955.32	N/A	90.00
Bindery Worker II	\$2,199.50	\$4,180.22	N/A	90.00
Child Development Associate	\$2,106.68	\$3,656.44	\$2,994.43	90.00
Collection Specialist	\$2,232.65	\$4,239.89	N/A	90.00
Distribution Clerk	\$2,007.23	\$3,638.21	\$2,067.00	90.00
Client Relations Representative I	\$2,514.42	\$4,619.45	\$2,588.63	90.00
Client Relations Representative II	\$2,719.96	\$4,941.01	\$2,799.88	90.00
Client Relations Representative III	\$2,943.72	\$5,380.25	\$4,210.28	90.00
Graduate Placement Officer	\$2,764.71	\$4,395.69	N/A	90.00
Graphic Designer	\$3,280.19	\$5,602.35	\$4,195.83	90.00
Library Assistant	\$2,506.96	\$3,908.39	N/A	90.00
Library Clerk	\$1800.43	\$2,857.38	N/A	90.00
Library Specialist	\$2,192.87	\$3,968.06	\$2,257.13	90.00
Office Administrator	\$2,721.62	\$4,786.86	\$3,791.29	90.00
Office Support Assistant	\$1,718.83	\$3,008.36	\$2,602.96	90.00
Office Support Associate	\$1,914.41	\$3,636.56	\$1,876.88	90.00
Office Support Specialist	\$2,051.99	\$3,896.78	\$2,886.16	90.00
Press Technician	\$3,328.26	\$5,754.84	N/A	90.00
Senior Library Specialist	\$2,618.85	\$4,573.04	\$3,314.46	90.00
Shipping/Receiving Clerk	\$1,947.56	\$3,235.44	N/A	90.00
Storekeeper II	\$2,531.00	\$4,135.46	N/A	90.00
Storekeeper III	\$2,615.54	\$4,970.84	N/A	90.00
Telephone Operator I	\$1,848.11	\$3,147.59	\$1,954.37	90.00