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**IDnum** 178 **Language** English **Country** United States **State** IL

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

**Local** 698

| Occupations Represented                           |
|---|
| Clinical laboratory technologists and technicians |
| Agricultural workers                              |
| Nursing, psychiatric, and home health aides       |
| Registered nurses                                 |
| Data entry and information processing workers     |

**Bargaining Agency** Board of Trustees of the University of Illinois

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1999 **EndYear** 2003

**Source** <http://hrnet.uihr.uillinois.edu/labor/urbana/pdf/698new.pdf>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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**C O N T R A C T**  
**by and between**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  
**and**  
**LOCAL NO. 698**  
**of**  
**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,**  
**AFL-CIO**

This contract made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as EMPLOYER), and Local No. 698 of the American Federation of State, County, and Municipal Employees (hereinafter referred to as UNION) representing certain non-academic employees of the Employer identified in Article III hereof.

**ARTICLE I**  
**AUTHORIZATION AND PURPOSE**

Section 1. Authorization.

This contract is authorized by 115 ILCS 5/1 et seq. (Illinois Educational Labor Relations Act) and 110 ILCS 70/36d (State Universities Civil Service System Statute).

Section 2. Purpose.

It is the purpose of this contract to promote sound and mutually beneficial relationships between the Employer and the Union, to promote the quality and performance of the University of Illinois.

**ARTICLE II**  
**AUTHORITY OF THE CONTRACT (LIMITATIONS)**

Section 1. Limitations.

- a) This contract is subject to: 1) applicable Federal and State laws and regulations issued thereunder as they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the State Universities Retirement System as they may be amended from time to time; 4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this contract; 5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.
- b) In the event of conflict between any of the foregoing and any provisions of this contract, the former shall prevail, except where a deviation from the same is set out herein.

- c) Should any part of this contract or any provisions contained herein be determined to be contrary to law by a court of competent jurisdiction, such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.
- d) The University reserves the right to modify or add policies, rules and/or regulations which are permissive subjects of bargaining. The University shall notify the Union when considering a change to a policy, rule or regulation that pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.
- e) Nothing contained in this ARTICLE shall prevent the parties from agreeing to provisions in this contract that supplement or clarify similar provisions of Policy and Rules.
- f) Nothing contained herein shall be construed as a waiver by the Union of the right to negotiate on behalf of employees as provided in 115 ILCS 5/1 et seq.
- g) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire Agreement between the parties hereto. Any subsequent amendments hereto must be in written form and signed by the authorized official(s) of each party.

**ARTICLE III  
NEGOTIATIONS AND EXCLUSIVE RECOGNITION**

Section 1. Classes Represented.

The Employer recognizes the Union as the exclusive representative in all negotiable matters pertaining to wages and salaries, hours, working conditions, and other conditions of employment for the following classes of employees as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at Urbana-Champaign, Robert Allerton Park, Dixon Springs, and all other locations under the Urbana-Champaign campus.

**GROUP A - LABORATORY MECHANIC**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Laboratory Mechanic<br/>Senior Laboratory Mechanic<br/>Instrument Maker<br/>Laboratory Mechanic (Trainee)*</li> </ul> | <ul style="list-style-type: none"> <li>3. Ceramic Engineering<br/>Technician<br/>Senior Ceramic Engineering<br/>Technician</li> </ul> |
| <ul style="list-style-type: none"> <li>2. Junior Foundry Molder<br/>Senior Foundry Molder</li> </ul>  |   |

\*In accordance with Civil Service Rule 250.70(d) a Trainee is a non-status appointment.

GROUP B - AGRICULTURE EMPLOYEES

- |  |   |
|--|---|
| 1. Farm Laborer (not in use)<br>Poultry Worker<br>Poultry Worker Foreman<br>Supervising Farm Foreman<br>Farmer | 4. Farm Laborer (not in use)<br>Agricultural Gardener<br>Agricultural Gardener<br>Foreman<br>Supervising Farm Foreman   |
| 2. Farm Laborer (not in use)<br>Herder<br>Herder Foreman<br>Supervising Farm Foreman                           | 5. Dairy and Food Plant<br>Attendant  |
| 3. Farm Laborer (not in use)<br>Field Worker<br>Farm Foreman<br>Supervising Farm Foreman                       | 6. Laboratory Animal Caretaker<br>Laboratory Animal Care<br>Technician I<br>Laboratory Animal Care<br>Technician II<br>Laboratory Animal Caretaker<br>(Learner) |

GROUP C - STOREKEEPERS

Storekeeper I  
Storekeeper II  
Storekeeper III  
Storekeeper I (Learner)

GROUP D - LABORER - ELECTRICIAN

Laborer - Electrician

GROUP E - HISTOLOGISTS

Histology Technician I  
Histology Technician II  
Histology Technologist

GROUP F - ALLERTON PARK

- |   |                        |
|---|------------------------|
| 1. Park Attendant<br>Park Sub-Foreman<br>Park Foreman | 3. Greenhouse Gardener |
| 2. Maintenance Worker                                 | 4. Building Mechanic   |

GROUP G - NURSES, MEDICAL ASSISTANTS, MEDICAL TECHNOLOGISTS

- |                                |                         |
|--------------------------------|-------------------------|
| 1. Staff Nurse I               | 5. Nursing Assistant    |
| 2. Staff Nurse II              | 6. Health Service Nurse |
| 3. Licensed Practical Nurse I  | 7. Medical Assistant    |
| 4. Licensed Practical Nurse II | 8. Medical Technologist |

GROUP H - LIBRARY TECHNICAL ASSISTANTS AND LIBRARY TECHNICAL SPECIALISTS

Library Technical Assistant  
Library Technical Specialist

GROUP I - DIGITAL COMPUTER OPERATOR AND COMPUTER SYSTEM OPERATIONS SPECIALIST

- |    |  |    |   |
|----|--|----|---|
| 1. | Digital Computer Operator I<br>Digital Computer Operator II<br>Digital Computer Operator III<br>Digital Computer Operator I<br>(Learner) | 2. | Computer Aide I<br>Computer Aide II<br>Computer Aide I<br>(Learner)                 |
|    |  | 3. | Computer System Operations Specialist I<br>Computer System Operations Specialist II |

GROUP J - NATURAL SCIENCE TECHNICAL ASSISTANT

Natural Science Technical Assistant

GROUP K - NUCLEAR DATA ANALYST

Nuclear Data Analyst I (not in use)  
Nuclear Data Analyst II (not in use)

GROUP L - DIXON SPRINGS

|                           |                       |
|---------------------------|-----------------------|
| Fieldworker               | Farm Mechanic Foreman |
| Herder                    | Agricultural Gardener |
| Farm Laborer              | Foreman               |
| Farm Mechanic             | Farm Foreman          |
| Building Mechanic         | Herder Foreman        |
| Building Mechanic Foreman | Maintenance Equipment |
| Agricultural Gardener     | Operator              |
| Farmer                    | Forest Custodian      |
| Garage Foreman            | Automotive Mechanic   |
| Crop Testing Technician   |                       |

GROUP M - TELEPHONE OPERATORS

Telephone Operator I

GROUP N - DUPLICATING MACHINE OPERATOR AND OFFSET PRESS TECHNICIAN

Duplicating Machine Operator I  
Duplicating Machine Operator II  
Duplicating Machine Operator III

Offset Press Technician

**GROUP O - DATA PROCESSING PRODUCTION CONTROLLER**

Data Processing Production Controller I  
Data Processing Production Controller II  
Data Processing Production Controller III

**GROUP P - CROP TESTING TECHNICIANS AND CROP TESTING SPECIALISTS**

Crop Testing Technician  
Crop Testing Specialist

**GROUP Q - GARAGE ATTENDANTS**

Garage Attendant  
Automotive Parts Manager

**GROUP R - AIRCRAFT MECHANICS AND CRASH RESCUE SECURITY SPECIALISTS**

1. Master Aircraft and Aircraft Engine Mechanic  
Senior Aircraft Maintenance Mechanic  
Aircraft Maintenance Mechanic Helper
2. Crash Rescue Security Specialist I  
Crash Rescue Security Specialist II

**GROUP S - LOCKER ROOM ATTENDANTS, INTERCOLLEGIATE ATHLETIC EQUIPMENT SPECIALISTS AND NATURAL SCIENCE LABORATORY ASSISTANTS**

1. Locker Room Attendant  
Locker Room Attendant (Learner)
2. Natural Science Lab. Asst. I  
Natural Science Lab. Asst. II  
Natural Science Lab. Asst. III  
Natural Science Lab. Asst. I  
(Learner)
3. Intercollegiate Athletic Equipment Specialist

**GROUP T - NURSE PRACTITIONERS**

Nurse Practitioner

Section 2. New Classification Recognition.

A classification title change will not remove employees from the bargaining unit as long as they are performing substantially the same work. Any new classification covering the same work will become part of the bargaining unit covered by this contract.

Section 3. Rights of Employer.

The Union recognizes the rights of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not

inconsistent with the provisions of this contract. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union informed as to such changes.

## **ARTICLE IV NON-DISCRIMINATION**

### Section 1. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, sexual orientation, marital/parental status, disability, or status as a disabled veteran of the Vietnam era.

### Section 2. Protected Union Activity.

Each employee may make his/her own personal decision with respect to Union membership without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members or other nonacademic employees pursuant to the provisions of the contract or of Policy and Rules.

## **ARTICLE V UNION RIGHTS**

### Section 1. Union Activity.

The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the Employer during working hours; provided however, that an employee of the Employer designated by the Union to handle such matters with permission of proper authorities may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules. Employees will be permitted a reasonable amount of paid "release" time for grievance processing and investigation, contract negotiations and attendance at committee meetings conducted pursuant to the terms of this Agreement. Employees must receive prior departmental approval. Such approval shall normally be given subject to emergency exceptions.

### Section 2. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this contract that Local No. 698 of the American Federation of State, County, and Municipal Employees is the authorized negotiating representative for the employees described in Article III. The Employer will notify the Union of the name and address of new appointments and terminations in the classifications covered by this contract.

### Section 3. Union Bulletin Boards.

Upon approval by the Employer, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:

1. Notices of Union meetings.
2. Notices of Union elections.

3. Notices of Union appointments and results of Union elections, and any others that the Employer may approve from time to time. The number of copies that the Union wishes to have posted, plus one, will be filed with the Employer's Personnel Services Office.

#### Section 4. Union Leave

Departmental operations permitting, time off without pay will be allowed to authorized Union Representatives for the purpose of attending Union functions of more than two (2) days duration. Under normal circumstances, employees will provide a minimum of thirty (30) calendar days notice. Departmental operations permitting, time off without pay will also be allowed to authorized Union Representatives to attend Union functions of two (2) days or less with reasonable advance notice. In either case, the affected employee(s) will be allowed to use any accumulated vacation or compensatory time in lieu of taking such time off without pay.

#### Section 5. Leave for Union Office

The Employer may grant requests for Leave of Absence for Union office. If granted, time of leave shall not exceed two (2) years. Such request shall not be unreasonably denied.

#### Section 6. Distribution of Union Literature

The Union, as a Registered Organization, will be permitted to use the Campus Mail on the same basis as other Registered Organizations.

### **ARTICLE VI UNION - MANAGEMENT MEETINGS**

#### Section 1. Intention.

It is the joint intention of the Union and of management to meet on a regular basis and develop a program to improve relationships and further mutual understanding.

#### Section 2. Committee.

A Union Committee shall be established by the executive board of the Union and a management committee shall be established by the Assistant Vice President for Human Resources. The Union President and the Assistant Vice President for Human Resources will agree in advance on the size and composition of each committee.

#### Section 3. Special Meetings.

The President of the Union and/or the Assistant Vice President for Human Resources or his/her designee may call a special meeting of the committee whenever it is deemed necessary.



## **ARTICLE VII DISCIPLINE**

### Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Progressive discipline is intended to correct employee deficiencies and shall consist of any or all of the following:

- a) Oral warning
- b) Written reprimand
- c) Suspension
- d) Discharge

Discipline will be issued for just cause and will be issued as soon as practicable after the Employer is aware of the event or action giving rise to the discipline.

### Section 2. Manner of Discipline Issuance

Discipline will be issued to an employee in a private manner so as not to cause unnecessary embarrassment to the employee.

### Section 3. Oral Warning

In cases of oral warning, the supervisor must inform the employee that he/she is receiving an oral warning and of their right to Union representation. The employee shall also be given the reasons for the warning.

### Section 4. Predisciplinary Meeting

When the Employer is contemplating discipline other than oral warning, a predisciplinary meeting will be held. The Employer shall notify the employee and the Union of the meeting and the reason(s) for such contemplated discipline. Employees shall be informed of their rights to Union representation and shall be entitled to representation at all times during this disciplinary process. The employee and Union representative shall be given the opportunity to rebut the reasons for such contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### Section 5. Notification of Disciplinary Action

In the event disciplinary action is taken against an employee, other than issuance of an oral warning, the Employer shall promptly furnish the Union president or designee and the employee with written notice of such disciplinary action and the reasons therefore.

## Section 6. Disciplinary History

All history of discipline will remain as part of the employee's official personnel file. However oral warnings or warning letters which were issued twenty-four (24) or more months prior to a current related disciplinary action, will not be considered in such current related disciplinary action provided that the employee has received no form of discipline during this twenty-four (24) month period. Letters of expectation shall not be considered as discipline and will remain as a part of the employee's personnel record.

## **ARTICLE VIII WAGES**

### Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the parties hereto.

### Section 2. Effective Date of Wages.

Wages established in this contract shall become and remain effective as specified in Appendix "A" attached hereto and a part hereof, except as otherwise provided herein.

### Section 3. Wages.

Basic straight time hourly rates are and shall be as set forth in Appendix "A", attached hereto and a part hereof.

Effective September 1, 2002 every employee covered by the Agreement (except for GROUP L) shall receive a wage increase of three percent (3%) unless the amount appropriated by the State of Illinois Legislature and the Governor's enacted appropriation in accordance with the recommendation of the Illinois Board of Higher Education for salary increases for University of Illinois at Urbana-Champaign employees for FY 2003 and exclusive of incremental funding for other specifically-stated costs such as Medicare, Worker's Compensation, etc., is greater than three percent (3%). In which case every employee covered by the Agreement (except for GROUP L) shall receive a wage increase equal to that greater than three percent (3%) appropriation.

Effective September 1, 2002 employees in GROUP L (Dixon Springs) shall receive a wage increase of three and one-quarter percent (3.25%) unless the wage increase designated for University of Illinois at Urbana-Champaign employees as described in the previous paragraph for FY 2003 is greater than three percent (3%). In which case every employee in GROUP L shall receive a wage increase equal to that greater appropriation plus an additional one-quarter of one percent (.25%) increase.

Wage increases which became effective August 25, 1991 represent an off-set to State of Illinois Health/HMO Premium increases and employees will continue to pay the increased employee paid costs for group insurance which were implemented by State of Illinois Central Management Services in 1991.

#### Section 4. Compensation of Employees.

Wage increases due at the completion of longevity requirements shall be effective at the beginning of the payroll period in which the time requirement is satisfied. Notwithstanding anything contained herein, increases in wage and salary benefits awarded and agreed to in Appendix "A" shall be given and apply only to employees of the Board of Trustees of the University of Illinois covered by Appendix "A" and then only if those employees are actually in the employ of said Board of Trustees as of the date of the signing of this Agreement and to so described employees who are hired thereafter, except that employees who leave the Bargaining Unit after Contract expiration and prior to the date of signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submit a written request to the Records Section of the Campus Human Resources Office for such wage increase within ninety (90) calendar days of the signing of this Agreement.

#### Section 5. Wages (Overtime).

- a) Employees covered by this contract, unless otherwise provided in this Agreement, shall be compensated at one and one-half (1½) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal Law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of eight (8) hours per day or forty (40) hours per week, or seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, depending upon the class. Benefit hours paid such as vacation, sick leave, funeral leave, jury duty, and approved events shall be counted as hours worked for purposes of overtime calculations. Overtime may only be performed pursuant to specific supervisory direction.
- b) Overtime for the Crash Rescue Security Specialist I and II is defined as all hours worked at the direction of the Employer in excess of the regular scheduled work shift; twelve (12) hours, or in excess of one hundred forty-four (144) hours (normal work period) in twenty-four (24) consecutive days and shall be compensated either in cash or compensatory time at one and one-half (1½) times his/her regular straight time hourly rate. Overtime may only be performed pursuant to specific supervisory direction.
- c) Except as set forth in this Section's paragraph (d) below, overtime shall be divided as equally as possible among eligible employees who volunteer for overtime work. An employee who does not volunteer is not relieved from his/her obligation to work overtime, if the operation requires, but non-voluntary overtime will be assigned as equally as possible on a basis of inverse seniority.
- d) For employees in GROUPS C, E, G, J and S, overtime to be worked following a scheduled shift or workweek shall first be offered to the employee(s) who are assigned to the unit in which the overtime occurs. If the employee is unable to perform the overtime work, the provisions of this Section's (c), above, shall apply.

#### Section 6. Wages (call-back).

- a) Call-back is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled shift. Approved time not worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid two (2) hours pay at overtime or premium rate, whichever is applicable, except as set forth in this Section's paragraph (c) below. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back and performs the work assigned by the Employer, he/she shall receive a minimum of two (2) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates, except as set forth in this Section's paragraph (c) below.
- c) Whenever an employee in GROUP B is called back to work on his/her regularly scheduled day off, he/she shall receive a minimum of four (4) hours pay or be paid for actual time worked, whichever is greater, at the applicable overtime rate. Any overtime that is scheduled more than twenty-four (24) hours in advance is defined as pre-scheduled overtime and not considered call-back. If the employee receives twenty-four (24) hour advance notice of work on a regularly scheduled day off, he/she will be entitled to time and one-half (1 1/2) for actual hours of work with no minimum assignment.

#### Section 7. Wages (Shift Differentials).

- a) For employees in GROUP F, at the sole discretion of the Employer, a bargaining unit employee may be unilaterally appointed by the Employer as "Lead Worker". At the sole discretion of the Employer an employee appointed as "Lead Worker" may be unilaterally reappointed by the Employer to his/her previously held classification. Duties and responsibilities of "Lead Worker" will be determined by the Employer. This section does not create an obligation on the Employer to appoint a "Lead Worker" in any covered classification. An employee who is appointed as "Lead Worker" shall receive seventy-five cents (75¢) per hour above the contract hourly rate for his/her classification.
- b) For employees in GROUP G the rotation system of Saturday, Sunday and holiday work will be continued.

For employees in GROUP G, Staff Nurses and Health Service Nurses, excluding those employed on irregular or temporary appointments, who work a regularly scheduled shift which starts at 11:30 A.M. or later shall receive in addition to his/her regular hourly rate, a shift differential of sixty cents (60¢) per hour for all hours worked after 3:30 P.M. except that Staff Nurses and Health Service Nurses who formerly worked hours to qualify for the Shift Differential and in August 1988 had their starting times changed to earlier than 3:30 P.M., will retain their sixty cents (60¢) per hour Shift Differential. Nursing Assistants, Licensed Practical Nurses, Medical Assistants and Medical Technologists, excluding those employed on irregular or temporary appointments, who work a regularly scheduled shift which starts at 11:30 A.M. or later shall receive in addition to his/her regular hourly rate, a shift differential of forty-five cents (45¢) per hour for all hours worked after

3:30 P.M. provided four (4) or more hours are worked after 3:30 P.M. It is understood that the shift differential shall be removed if the employee is returned to a shift for which no differential is paid.

Employees in GROUP G, excluding those holding non-status appointments such as temporary and irregular who work weekends (12:01 a.m. Saturday until midnight Sunday) shall receive in addition to his/her regular hourly rate, and in addition to his/her shift differential, a weekend differential of sixty-five cents (65¢) per hour for all hours worked during the aforementioned period of time. This differential will be paid for the entire shift if the majority of hours (five (5) or more) of an assigned shift falls within the above time period.

Medical Technologists who are on call on Saturday will be paid two dollars (\$2.00) per hour from 8 a.m. to 5 p.m. Medical Technologists who are called in on a Saturday, Sunday or a holiday will receive a minimum of two (2) hours pay at time and one-half their regular hourly rate of pay. On call pay will not be paid when employees are working when called in.

- c) A Staff Nurse who is oriented to the charge function, and who is assigned charge responsibilities at any time will be paid a charge differential of fifty cents (50¢) per hour for all hours worked while in charge, provided the assignment is at least one (1) hour.
- d) For employees in GROUPS I AND O, the following differentials, in addition to the basic hourly rate, shall be paid while working:

Evening Shift (a shift which begins at or after 3:00 p.m.)-twenty-five cents (25¢) per hour.

Night Shift (a shift which begins at or after 10:00 p.m.)-thirty-five cents (35¢) per hour.

- e) For employees in GROUP M, when an employee is assigned a shift by the Employer which requires a majority of the hours worked to occur after 1730 (5:30 p.m.), in addition to the basic straight time hourly rate, the employee shall be paid a differential of twenty-five cents (25¢) per hour for all hours worked during that period.
- f) For employees in GROUP R, (except Crash Rescue Security Specialist employees) when an employee is required by the Employer to work a shift that commences at 3:00 p.m. through 10:59 p.m., in addition to the basic straight time hourly rate, the employee shall be paid a differential of seventeen cents (17¢) per hour. When an employee is required by the Employer to work a shift that commences at 11:00 p.m. through 5:59 a.m., in addition to the basic straight time hourly rate, the employee shall be paid a differential of twenty-five cents (25¢) per hour.
- g) Nurse Practitioners who are operating in the charge nurse function and are assigned charge responsibilities at any time will receive an hourly differential of sixty cents (60¢) for all hours worked while in charge provided the assignment is at least one (1) hour.
- h) Employees in GROUP Q, will be paid a six percent (6%) differential, in addition to the basic hourly rate, for any time spent while performing maintenance and or repair on a vehicle for which a

Commercial Drivers License is required. This paragraph is in recognition that such work is specialized and requires additional knowledge and licensing.

- i) For Herder employees in GROUP B, when an employee is assigned to begin a shift between the hours of 1:00 a.m. and 4:29 a.m., in addition to the basic straight time hourly rate, the employee shall be paid a differential of thirty cents (30¢) per hour for all hours worked on or during the shift.
- j) For employees in GROUP L, when an employee is assigned a shift by the Employer which requires a majority of the hours worked to occur after 4:00 p.m. and before 6:00 a.m., in addition to the basic straight time hourly rate, the employee shall be paid a differential of twenty-five cents (25¢) per hour for all hours worked on the shift.

#### Section 8. Wages (Promotional Increase).

When an employee is promoted to a higher classification within the promotional line, he/she shall receive an increase of four percent (4%) on his/her basic straight time hourly rate and then be placed on the next higher rate in the new classification. Employees will progress thereafter based upon the length of time required to progress to the next step in the new classification longevity schedule.

An employee hired into classes in the Bargaining Unit from within the Campus system and outside the promotional line will be hired at the minimum rate of the new class. If his/her current rate is above the minimum he/she will be placed on a step in the longevity schedule (if any) which is equal to his/her current rate or if not equal, will be rounded up to the next higher step. Newly hired employees will be placed on the minimum rate or any scheduled rate above the minimum. In no event will any employee be placed on a rate above the maximum for the new classification. Employees will progress thereafter based upon service time accrued in the new classification.

### **ARTICLE IX BENEFITS**

#### Section 1. Employer Controlled Benefits.

Benefits under the control of the Employer will not be diminished during the life of this contract and improvements in such benefits will be made applicable to employees covered by this contract on the same date that such improvements are made applicable to other employees of the Employer.

#### Section 2. Holidays.

- a) The University recognizes eleven (11) holidays for its nonacademic employees. To the extent feasible and consistent with the academic programs, University facilities will be closed on these holidays.

Eligible employees will be excused with full pay, except for necessary operations, on New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Independence Day, Labor Day

(first Monday in September), Thanksgiving Day (the fourth Thursday in November), Christmas Day, and on five (5) other holidays. The Chancellor will designate these five (5).

b) Holiday While on Vacation or Leave

When the holiday falls while an employee is on approved vacation or leave, the holiday will not be charged against his/her vacation or leave.

c) Saturday, Sunday Holidays

When a holiday falls on Saturday, the preceding Friday will be treated for all purposes as the holiday and when a holiday falls on Sunday, the following Monday will be treated as the holiday. This applies only to employees who work a Monday through Friday schedule. For employees who work other than a Monday through Friday schedule, the calendar holiday will be observed as the holiday.

d) Holiday On Non-Work Day

An eligible employee, other than a part-time employee, who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday, will receive, as necessary operations permit, either (1) a scheduled workday off within two (2) weeks of the recognized holiday, or (2) an additional day's pay at his/her regular rate.

e) Work Required On Holiday

In the event that work is required on any recognized holiday for the particular University organizational unit, non-exempt employees, including part-time employees, in addition to regular compensation will receive additional payment at the rate of time and one-half (1-1/2), or, if mutually agreed to, by time off at the rate of time and one-half (1-1/2), or any combination thereof.

Holidays are in accordance with Policy and Rules.

f) Holiday Work And Pay For Crash Rescue Security Specialists

1. Employees will receive holiday pay of 8.4 hours (1/5 of the average weekly schedule of forty-two (42) hours) for each designated University holiday.
2. Employees who work on a designated University Holiday as part of their regularly scheduled work shift shall be paid his/her regular straight time hourly rate for all hours worked on the holiday in addition to the 8.4 hours holiday pay set forth in 1 above. (Deviation from Policy and Rules.)

Section 3. Employee Development and Educational Benefits.

The employer agrees to provide employees tuition and fee waivers and/or reimbursement and other educational benefits in accordance with Policy and Rules.



Section 4. Vacation and Personal Leave.

- a) All non-exempt employees shall accrue and have available accrued leave in accordance with the following schedule:

| At Least | Years of Service Completed<br>No More Than | Rate Earned Per Hour of Pay-Status Service<br>(Exclusive of Overtime) | Approximate Leave Days Earned in One Year |
|----------|--|---|---|
| 0        | 3  | .0462   | 12  |
| 3        | 6  | .0577   | 15  |
| 6        | 9  | .0692   | 18  |
| 9        | 14   | .0808   | 21  |
| 14       |  | .0962   | 25  |

- b) Vacation leave for Crash Rescue and Security Specialists shall be earned as follows to the maximum accumulation:

| At Least | Years of Service Completed | Rate Earned Per Hour of Pay Status Service<br>(Exclusive of Overtime) | Approximate Leave Days Earned in One Year* | Approximate Maximum Accumulation** |       |
|----------|----------------------------|---|--|------------------------------------|-------|
|          | Not More Than              |   |  | Days                               | Hours |
| 0        | 3                          | .0462   | 12   | 24                                 | 202   |
| 3        | 6                          | .0577   | 15   | 30                                 | 252   |
| 6        | 9                          | .0692   | 18   | 36                                 | 302   |
| 9        | 14                         | .0808   | 21   | 42                                 | 352   |
| 14       |                            | .0962   | 25   | 50                                 | 420   |

\*The approximate number of leave days earned per year is the same for all full-time employees. The actual number of hours earned varies depending on the full-time weekly work schedule of the class with each day equal to 1/5 of the weekly work schedule.

\*\*The maximum hours are based on each day of leave being equal of 8.4 hours of 1/5 of the current full-time work schedule of 42 hours/week.

- c) An employee may use earned Vacation and Personal Leave during his/her first six (6) months of pay-status service.
- d) Vacation and Personal Leave may be taken in tenth-hour increments.
- e) Vacation and Personal Leave will be paid an hourly employee at his/her hourly rate for his/her regularly scheduled hours of work, exclusive of overtime and other premiums.
- f) Subject to operational needs of the University, the department will schedule vacation of employees in order of seniority and will endeavor to honor employee requests for specific vacation periods.

- g) Vacation and Personal Leave benefits are in accordance with Policy and Rules.

#### Section 5. Leaves of Absence

- a) Subject to operational needs of the University, the Employer may grant Special Leaves of Absence without pay for up to twelve (12) months in accordance with provisions of Policy #11 of Policy and Rules. Examples of such leave could include:
- (i) An employee who has exhausted his/her sick and disability benefits and who is still unable to return to work, or
  - (ii) An employee engaged in public interest work or furthering his/her education, or
  - (iii) Child care and family responsibility beyond the University's Sick Leave Policy, or
  - (iv) An employee who wants to be with his/her spouse while he/she is on sabbatical leave.

Reemployment following Special Leave will be subject to an availability period as defined by the President.

A Special Leave as specified in this Section 5(a) of this ARTICLE IX, requires the approval of the Chancellor or his/her designee. The date for termination of the leave must allow for a thirty (30) calendar day availability period.

The Campus Human Resources Office shall maintain periodic contact with an employee during the availability period at the end of his/her leave as needed to plan appropriately for his/her reinstatement. The Campus Human Resources Office shall review the capability of the original employing department to reinstate an employee returning from leave. Placement elsewhere will be arranged when the originating department is unable to reemploy.

- b) Leave of absence with pay at an employee's regular rate shall be granted an eligible employee who is an officer or enlisted person in the Illinois National Guard, the Illinois Naval Militia, or the reserve components of the Armed Forces called for Limited Training or Emergency Call-up. The length of the Military Leave for Limited Training with pay will not exceed standards established by federal or state regulations for training activities required to maintain standing in the above military units. In the event the required annual Limited Training is extended beyond fifteen (15) calendar days or an Emergency Call-up is extended beyond thirty (30) calendar days, the employee will be granted leave without pay for such additional days. In the event the Limited Training service is requested by the military authorities, the employee will be granted leave without pay.
- c) Leave for Service in the Armed Forces of the United States without pay shall be granted an eligible employee who enlists or is inducted into such service. In accordance with provisions of the Universal Military Training and Service Act of 1951 and the Armed Forces Reserve Act of 1955, as amended, such an employee will be restored to a position of like seniority, status, and pay if (1) his/her discharge is under conditions other than dishonorable, (2) he/she requests reemployment within ninety (90) calendar days after discharge, and (3) he/she is qualified physically and mentally to perform the duties of the position. If, as a result of the service in the Armed Forces, he/she is not

physically or mentally qualified to perform the duties of such a position, the former employee will be restored to a position for which he/she is qualified to perform the duties and which will provide him/her the seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of the case.

- d) An eligible employee, upon request, shall be granted a leave of absence with pay at his/her regular rate when called for jury duty, pursuant to applicable provisions of Policy and Rules.
- e) Sick Leave
  - (i) An employee shall accumulate paid sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that he/she is in pay status, or approximately twelve (12) days per year for an employee who works 1950 hours or more.
  - (ii) Sick leave shall be credited to a Crash Rescue and Security Specialist's leave balance at the end of each month at the rate of 8.4 hours per month. If a Crash Rescue and Security Specialist begins or terminates employment during the month, the sick leave shall be prorated. Leave shall continue to be earned while a Crash Rescue and Security Specialist is using sick leave already accumulated. Crash Rescue and Security Specialists who have less than full-time appointments will earn sick leave on the basis of their appointment percentage. There is no limit to the amount of sick leave that may be accumulated.
  - (iii) An employee may use accumulated sick leave when absent because of personal illness, illness of spouse and/or children, and/or dependent household members, injury, Maternity Leave, or to obtain medical or dental consultation or treatment. Sick leave accumulated on or beginning January 1, 1984 will be used first. When this is exhausted, sick leave accumulated prior to January 1, 1984 will be used.
  - (iv) Under Public Act 83-976, all employees eligible to participate in the State Universities Retirement System or the Federal Retirement System are eligible for compensation at time of resignation, retirement, death or other termination of employment at the University for one-half (1/2) of the number of days of sick leave which is earned or accrued on or after January 1, 1984. Any accumulation of sick leave earned on or after January 1, 1984 must be utilized in full prior to the utilization of any pre-January 1, 1984 accumulation. Upon termination of employment, an employee may designate the portion (up to one-half) of the sick leave accumulation earned on or after January 1, 1984 that is to be paid pursuant to Public Act 83-976. The remainder thereof will be utilized for establishing service credit in the State Universities Retirement System.
  - (v) The employee's supervisor may require the employee to provide evidence to substantiate the absence, including a certificate from a licensed health care provider stating the employee is receiving continuing treatment for an illness or injury, (the certificate must indicate the date the employee was seen, verification of care and expected return to work date) if the absence exceeds three (3) consecutive work days or if the supervisor has sufficient justification to believe that the employee does not have a valid reason for requesting sick leave.

## Section 6. Funeral Leave.

- (a) Paid leave of three (3) days will be granted to an eligible employee upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents of immediate family, and (1) day to attend the funeral of a relative other than above outside the employee's household.
- (b) Immediate family is defined as: father, mother, sister, brother, spouse, and children. Biological, adopted foster, legal wards, step or in loco parentis relationships are considered as immediate family. In-laws are defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (c) An aunt, uncle, niece, nephew, and cousin are regarded as members of the immediate family only if in residence in the employee's household.
- (d) For purposes of application of Funeral Leave, relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with Illinois state law.
- (e) The number of hours of authorized absence for a day of Funeral Leave is defined as: 1/5 of the full time weekly work schedule of the employee's classification times the employee's percent time of appointment.
- (f) The amount of Funeral Leave pay is determined by multiplying the eligible employee's regular straight-time hourly rate (or benefit hourly rate) by the number of hours of authorized absence (up to the maximum number of hours permitted). Paid Funeral Leave may be used only on days an employee is scheduled to work.
- (g) Leave, with or without pay, may be approved by the designated supervisor under special circumstances to extend an employee's Funeral Leave.

## Section 7. Sick Leave Bank.

Bargaining unit employees may use vacation time to initiate their participation in the Shared Benefits program if they do not have sick leave accrued (under the Program's Guidelines) to initiate such participation. (Employees who enter the program through the use of vacation time must exhaust all sick leave and vacation prior to being eligible to receive benefits from the sick leave bank.)

## Section 8. Maternity/Paternity Leave.

Bargaining unit employees who have completed six continuous months of employment will be eligible for two (2) weeks paid maternity/paternity leave, limited to one (1) leave per twelve-month academic appointment year. A bargaining unit employee will also be eligible for this leave with an adoption. An employee requesting maternity/paternity leave must submit a request to the employing

unit for approval. Such maternity/paternity leave will be administered in accordance with Policy and Rule 11.15.

## **ARTICLE X HEALTH AND SAFETY**

### Section 1. General

Consistent with the standards set by the Illinois Department of Labor, the Employer shall provide a safe and healthful workplace. Therefore, the Employer agrees to make adequate provisions for the safety and health of employees covered by this contract during the hours of their employment. Appropriate safety rules will be posted in the department. Material Safety Data Sheets will be readily available to employees. The Employer shall provide the Union with a copy of its current written Health and Safety policies, rules and regulations as published in the Campus Administrative Manual. The University will pay the cost of all safety items that it requires its employees to use while on the job. The Employer shall be responsible for informing employees about Rules, Regulations and Procedures. The Union supports the use of safety equipment on the job and agrees to encourage employees to use such safety equipment. This section is not meant to nullify any other safety equipment program now in existence.

### Section 2. Union/Management Health and Safety Committee

It is agreed that a joint Union-Management Health and Safety Committee will be established with up to three representatives from Management and up to three representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold meetings when either party deems necessary to consider and review health and safety conditions. Upon written request the joint committee will be furnished relevant reports that concern the health and safety of bargaining unit employees. If the Committee determines that an unsafe or unhealthy working condition is in existence, the Employer will endeavor to correct such condition without unreasonable delay.

The Employer agrees to abide by applicable State and Federal laws, rules and regulations.

### Section 3. Video Display Terminals

The University places a high concern on the safety and well being of its staff. The Employer and the Union will attempt to keep current with monitoring studies and reports on the harmful radiation effects, if any, of video display terminals and their effect on the health and safety of the operators. Operating Units that use Video Display Terminals will use them in such a manner as to provide a safe and healthful working environment. Accordingly, employees will not be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours.

Pregnant employees and employees who are nursing and who regularly operate VDTs may, upon request, be permitted to adjust or otherwise change assignment, if such adjustment or change can reasonably be made and is consistent with the University's operating needs. The employee shall, upon

request, be granted illness or appropriate leave, for the duration of the pregnancy and/or nursing, pursuant to the appropriate Leave of Absence provision.

#### Section 4. Ergonomics

The Employer shall endeavor to provide ergonomically correct equipment.

#### Section 5. Immunization

If employees are regularly assigned to work in an area where occupationally related disease/s could be contracted, such employees will be immunized by the Employer from such disease.

#### Section 6. Equipment

The University will endeavor to keep all equipment used by bargaining unit employees in good repair.

### **ARTICLE XI SENIORITY**

#### Section 1. Service and Seniority.

- a) Services and seniority are governed by rules and regulations of the State Universities Civil Service System of Illinois except where supplemented by this Agreement.
- b) Seniority lists in the classes covered by this contract will be revised at least two (2) times a year and a copy of each list furnished the Union. Seniority for Storekeeper I, II, and III in the Housing Division is accrued in accordance with the provisions of 36i and 36j of the Civil Service Statute.
- c) When a vacancy occurs within the same classification in the same department, assignments by management to shift shall take into consideration such things as individual qualifications and the seniority of the individual employee. All other things being equal, seniority shall govern.

#### Section 2. Layoff Procedures.

When a reduction in the work force becomes necessary the following procedures shall apply:

- a) In the event an Employing Unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification. In the event there is more than one (1) vacant requisitioned position, the employee will be placed in the last requisitioned position submitted to the Campus Human Resources Office.
- b) If there are no vacant requisitioned positions, the displaced employee will bump the least senior employee in that classification in his/her administrative unit (College, School, Department, etc.). If

there are no employees in the class in the unit with less seniority, the employee will bump the least senior employee in the class campus-wide. If there are no less senior employees campus-wide, the employee can apply previously accumulated seniority in another class and be placed into a vacant requisitioned position in such class, if one exists. If there are no vacant requisitioned positions, the employee will bump the least senior employee within his/her administrative unit, or, if necessary, campus-wide.

- c) The least senior employee bumped within an administrative unit will have the right to bump into the position held by the least senior employee in his/her classification campus-wide, or if necessary use previously accumulated seniority in another class within his/her administrative unit (College, School, Department, etc.) first and then, campus-wide as described below:
  - (i) An employee subject to layoff who has completed a probationary period will be offered the position of the least senior employee in the class. If the employee is the least senior, then he/she will be offered the least senior position of the employee in the next lower class in the promotional line. This process will repeat for the remaining classes by ranked levels in descending order in the promotional line when the employee is the least senior in the class offered.
  - (ii) An employee who has not completed a probationary period or a status employee who has gained seniority in a class outside of the promotional line will be offered the position of the least senior employee in the class. If the employee is the least senior, then he/she will be offered the least senior position of the employee in the next lower class. This process will repeat for the remaining classes by ranked levels in descending order in the promotional line as long as the employee is the least senior.
- d) The Assistant Vice President for Human Resources, or his/her designee, shall be responsible for the administration of this policy.
- e) The Union and the employee shall receive a written notice at least thirty (30) calendar days in advance of the effective date of layoff and where possible sixty (60) calendar days notice when such layoff is to exceed thirty (30) consecutive workdays. Whenever practicable the Union and the employee shall receive a written notice at least ten (10) calendar days in advance of the effective date of layoff when the layoff is scheduled to be less than thirty (30) consecutive workdays.

### Section 3. Recall Procedures.

Recall of employees will be on the basis of seniority within the appropriate classification; i.e., the most senior employee on layoff will be the first to be recalled.

## **ARTICLE XII JOB CLASSIFICATIONS**

When requirements for a classification are revised and the duties and responsibilities comprising the classification remain essentially unchanged, the incumbents in these positions who qualified under the previous requirements for the classification shall be considered qualified.



## **ARTICLE XIII HOURS OF WORK AND OVERTIME**

### Section 1. General Provisions.

Employees subject to this contract except employees in GROUP B not including employees in the classification of Laboratory Animal Caretaker, Laboratory Animal Care Technician I and Laboratory Animal Care Technician II), and also except employees in GROUP P and employees in GROUP L, will work a seven and one-half (7-1/2) hour shift, five (5) consecutive days starting with Monday, except as may otherwise be provided herein or agreed to between the parties hereto. Employees in GROUP B (but not including employees in the classification of Laboratory Animal Caretaker, Laboratory Animal Care Technician I and Laboratory Animal Care Technician II), employees in GROUP P and employees in GROUP L will work an eight (8) hour shift, five (5) consecutive days starting with Monday except as may otherwise be provided herein or agreed to between the parties hereto. Computer System Operations Specialists will also work a forty (40) hour workweek to be worked in five (5) eight (8) hour shifts including a paid lunch. Employees working daily or weekly overtime, shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate, unless the employee requests compensatory time off as described in Section 2 of this Article. Said regular hourly rate shall be calculated as provided in Article VIII, Section 5, of this Agreement. In no event shall the regular hourly rate be less than the basic straight time hourly rate. Benefit hours paid such as vacation, sick leave, funeral leave, jury duty, and approved events shall be counted as hours worked for purposes of overtime calculations.

### Section 2. Crash Rescue Security Specialists

The regularly scheduled work shift for Crash Rescue Security Specialists shall consist of twelve (12) consecutive hours in a twenty-four (24) hour period. At no time will a bargaining unit member be regularly scheduled to work consecutive shifts. The starting time for Crash Rescue and Security Specialist I for each of the two (2) shifts in a twenty-four (24) hour day shall normally be from 7:00 a.m. and 7:00 p.m. The twelve (12) hour work shift for Crash Rescue Specialist II shall normally be from 10:00 a.m. to 10:00 p.m. unless changed at the sole discretion of the Employer. The full-time work schedule of these employees shall consist of an average full-time workweek of forty-two (42) hours. The normal work period for purposes of Section 7(k) of the Fair Labor Standards Act shall be defined as twenty-four (24) consecutive days containing a full-time work schedule of one hundred forty-four (144) hours.

### Section 3. Compensatory time.

When mutually agreed to in advance by the department head or their designee and the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked. An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule. It is hereby understood and agreed that makeup time shall not be considered the same as compensatory time in accordance with Policy and Rules.

#### Section 4. Rest Periods.

Subject to operational necessity, there shall be two (2) paid rest periods of fifteen (15) minutes each during each full time shift; one (1) during the first half of the shift and one (1) during the second half of the shift.

Scheduling of rest periods shall be done by the supervisor. Such rest periods may not be cumulative or made the basis for a late starting or an early quitting time or additional compensation.

#### Section 5. Meal Periods.

Work schedules shall provide for the workday to be broken at approximately midpoint by an uninterrupted, unpaid meal period of not less than thirty (30) minutes and no more than one (1) hour, as shall be established in individual departmental work schedules. However, this shall not preclude work schedules that provide for a paid meal period.

#### Section 6. Hours of Work - Work Schedules.

Employees in GROUPS A, B only includes employees classified as Laboratory Animal Caretaker, Laboratory Animal Care Technician I and Laboratory Animal Care Technician II) C, D, E, J, N, O and S and who were hired prior to June 1, 1985 and who will work a seven and one-half (7-1/2) hour shift, five (5) consecutive days starting with Monday, who have not been scheduled to work other than a Monday through Friday schedule, shall remain on their assigned Monday through Friday schedule, except that employees hired or promoted after June 1, 1985 may be assigned to shifts other than Monday through Friday according to the operating needs of the Employer. Employees in GROUP B (but not including employees in the classification of Laboratory Animal Caretaker, Laboratory Animal Care Technician I and Laboratory Animal Care Technician II), and employees in GROUP P, and who were hired prior to June 1, 1985, who normally work an eight (8) hour shift, five (5) consecutive days starting with Monday, who have not been scheduled to work other than a Monday through Friday schedule, shall remain on their assigned Monday through Friday schedule, except that employees hired or promoted after June 1, 1985 may be assigned to shifts other than Monday through Friday according to the operating needs of the Employer. Employees hired prior to June 1, 1985 who are on a Monday through Friday schedule and are promoted after May 20, 1993 to a position which at that time calls for a Monday through Friday schedule shall also remain on the Monday through Friday schedule. Employees covered by this AFSCME Agreement who are reclassified in their existing position and who were hired prior to June 1, 1985 will not be affected by a change in hours by reason of a reclassification of their position. Employees will receive two (2) consecutive days off in a seven (7) day period of time except where otherwise agreed between the parties hereto.

The Employer will continue its practice of determining the work schedules. When regular work schedules are required to meet operational needs, such schedules may be changed with reasonable advance notice, but not less than fifteen (15) calendar days, to the employee(s) and the Union. Upon request from the Union, the Employer shall meet and discuss the reasons for such change. This section applies to permanent schedule changes only.

## Section 7. Seven Day Scheduling for Group B.

For employees in GROUP B, seven (7) day scheduling shall be in accordance with past practice. Where permanent changes in schedules are warranted by programmatic or operational need, the University shall notify and discuss with the Union such changes prior to implementation. Changes for reasons other than programmatic or operational need may be made only by mutual agreement. Should the need arise to change schedules to include Saturday and/or Sunday work, the schedules shall be rotated among all affected employees so that weekend work is equalized.

## Section 8. Hours of Work-Work Schedules for all Other Groups

- a) Employees in GROUP F hired after August 31, 1980, will be assigned work schedules in accordance with Policy and Rules (approved September, 1986), Policy #4. Work schedules for employees hired prior to August 31, 1980 will continue on a Monday through Friday workweek in accordance with Section 1 of this ARTICLE XIII of the Master Contract.
- b) For employees in GROUP G it is recognized that the need for a seven (7) day continuous shift operation constitutes a deviation from the Master Contract and it is authorized by the parties to this Contract.

The basic workweek for Staff Nurses, Licensed Practical Nurses, Nursing Assistants, Medical Assistants and Medical Technologists shall be thirty-seven and one-half (37-1/2) hours, Sunday through Saturday and shall be divided into shifts of seven and one-half (7-1/2) consecutive hours each. When six (6) or more consecutive hours are worked there shall be an unpaid meal period of a minimum of one-half (1/2) hour and a maximum of one (1) hour for all shifts. The meal period may be used at the discretion of the employees.

- (i) Shifts of full time permanent employees within each classification shall be so scheduled as to enable these employees to enjoy an equal number of weekends (Saturday and Sundays) and holidays free of duty, unless an employee indicates a desire for more of these assignments. Tentative working schedules shall be prepared and posted at least three (3) weeks in advance at the "Nurses' Station".
- (ii) All time worked in excess of seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week is overtime and shall be compensated for at the rate of one and one-half (1-1/2) times the hourly rate in cash or check. By mutual agreement between a department and an employee, an employee may work overtime and receive compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked during the pay period. Compensatory time will be in accordance with the provisions of Section 2 of this Article.

Overtime to be worked following a scheduled shift or workweek shall first be offered to the employees who are assigned to the unit in which the overtime occurs. If the employee is unable to perform the overtime work, Article VIII, Section 5(c) of the Master Contract shall apply.

c) For employees in GROUP H, seven (7) day scheduling shall be done in accordance with past practices. Where permanent changes in schedules are necessitated by programmatic change or operational need, the University shall notify and discuss with the Union such changes prior to implementation. Every effort will be made by the University to apply the concerns of the Union. Changes for reasons other than stated above may be made by mutual agreement between the Union, the affected employee(s) and the University.

?? Schedules for new employees shall be established according to the operational need of the department and shall be specified to each new employee at the time for hire.

?? The workweek for full time Library Technical Assistants and Library Technical Specialists shall be thirty-seven and one-half (37-1/2) hours. Current practices in effect for flex-time schedules shall continue.

d) For employees in GROUP I, it is recognized by the Employer and the Union that the needs of campus require that the Computing and Communication Services Office provide a seven (7) day/twenty-four (24) hour continuous operation. Work schedules and shift assignments for the Computer System Operations Specialists will be determined by management in accordance with operational needs. In determining such assignments management will take into consideration individual qualifications of employees, schedule and shift preferences of employees and employee seniority. In Administrative Information Technology Services, the work schedule for the night shift is defined as Tuesday through Saturday. For the day and evening shifts, it is defined as Monday through Friday.

e) For employees in GROUP L, the parties recognize that certain operations require seven (7) day coverage insofar as the scheduling of work is concerned. The principle of scheduling over the seven (7) day period is agreed to when the need for this coverage is justified. New coverage for seven (7) day schedules will be reviewed with the Union prior to placing these schedules in effect.

f) For employees in GROUP M, it is recognized by the Employer and the Union that the current needs of the telephone operator telephone operations require operation from 7:30 a.m. to 11:00 p.m., Monday through Friday, excluding University Holiday, during the Fall and Spring Semesters, when classes are in session. During Summer Session, Winter Break and Spring Break, the required hours of operation are 8:00 a.m. to 5:30 p.m. Management will review the hours of operation periodically and may make adjustments, based on the needs of the campus. Work schedules for Telephone Operators will be determined by management in accordance with operational needs. In determining such schedules, management will take into consideration the seniority and schedule preference of operators, except in emergencies. Telephone Operators shall be employed on a thirty-seven and one-half (37 ½) hour workweek.

g) For employees in GROUP Q, the following is applicable:

Employees shall normally receive two (2) consecutive days off except where scheduling changes preclude it. Wash-up time shall be provided ten (10) minutes prior to lunch time and fifteen (15)

minutes prior to the end of the workday, and will not be utilized to shorten the work morning or workday.

In snow emergencies when Garage Automotive Mechanics are called in to work, a minimum of one (1) Garage Attendant will also be called in to work.

#### Section 9. Flex-Time Work Schedules.

Where practicable, departments shall endeavor to accommodate requests for flex-time work schedules. Such schedules shall be arranged by mutual written agreement between the Employer and the employee.

#### Section 10. Ten (10) Hour Work Day for Farmers in Group B, Certain Crop Testing Technicians in Group P (identified in paragraph 1 of (h) below) and Crop Testing Specialists in Group P who were hired after July 31, 1992.

- a) Effective March 1 to November 30, all Farmers in Group B are subject to working a ten (10) hour work day, four (4) days per workweek; notwithstanding anything contained in Article VIII or Article XIII. This provision supersedes the provisions of said Articles relative to Hours of Work and Overtime. Seven (7) day scheduling is authorized.
- b) Prior to implementation of change to a ten (10) hour workday and/or change to an eight (8) hour workday each affected employees shall receive two (2) weeks notice of such schedule change prior to said change being implemented. The starting and ending dates of the ten (10) hour workday can vary each year within the March 1 to November 30 time period. The implementation dates are solely at the discretion of each department. Notwithstanding any of the foregoing, the starting and ending dates for the ten (10) hour workday cannot be extended prior to or beyond said dates.
- c) Overtime for Farmers working the ten (10) hour work day schedule shall be paid for all time worked over ten (10) hours in a work day or over forty (40) hours in a workweek. Overtime for Farmers working the eight (8) hour work day schedule shall be paid for all time worked over eight (8) hours in a work day or over forty (40) hours in a workweek.
- d) All farmers will be required to work every other Saturday for both ten (10) hour and eight (8) hour workday schedule. The utilization and implementation of the every other Saturday schedule will be determined and be at the sole discretion of each department. The starting times for Farmers will be between the hours of 6:00 a.m. and 10:00 a.m. for both the ten (10) hour and eight (8) hour work day schedule. Individual starting times for Farmers in each department can vary. The foregoing utilization and implementation of the varied starting times within a workday shall be determined and be at the sole discretion of each department.
- e) There is no guarantee of four (4) consecutive workdays in a workweek for the ten (10) hour workday schedule. There is also no guarantee of five (5) consecutive workdays in a workweek for the eight (8) hour workday schedule. The utilization and implementation of a consecutive days off work schedule shall be determined and be at the sole discretion of each department.

- f) Unless strictly restricted by specific language in any of the above, all decisions concerning the utilization and implementation of the ten (10) hour and eight (8) hour work day schedule shall be determined and be at the sole discretion of each department having employees in the Farmer classification.
- g) Holidays will be paid in accordance with ARTICLE IX - BENEFITS, and Policy and Rules, Rule Number 9.02 except that one-quarter (1/4) of the weekly schedule will be paid to employees if they are working four (4) ten (10) hour days during the holiday week. (Deviation from Policy and Rules). However, if a holiday falls on a non-scheduled workday, Rule 9.02 is applicable.
- h) The foregoing paragraphs (a) through (g) are also applicable to Crop Testing Technician employees who were "Changed in Title" from Field Worker in 1991 and also Crop Testing Technician employees hired after February 15, 1991.

Paragraphs (a) through (g) are also applicable to Crop Testing Specialist employees hired after July 31, 1992.

#### Section 11. Group T - Exempt Employees

It is agreed that as exempt employees under the Fair Labor Standards Act (FLSA), Nurse Practitioners will not receive daily or weekly overtime pay.

### **ARTICLE XIV MISCELLANEOUS CONDITIONS**

Section 1. Longevity step increases for employees in GROUP G will be as follows:

- (a) For employees in GROUP G:
  - (i) Service time accrued during the period between August 22, 1982 through August 27, 1983 and also the period August 23, 1987 through August 27, 1988 for employees in Group G shall not be used in determining the longevity for pay purposes only.
  - (ii) Employees in GROUP G who were first hired during the period between August 22, 1982 through August 27, 1983 regardless of the actual date of hiring shall be deemed to have a common anniversary date of August 27, 1983 in determining the longevity for pay purposes only. Employees in GROUP G who were first hired during the period between August 23, 1987 through August 27, 1988 regardless of the actual date of hiring shall be deemed to have a common anniversary date of August 27, 1988 in determining the longevity for pay purposes only.
  - (iii) Longevity step increases for all employees in GROUP G for contract years 1999-2000, 2000-2001, 2001-2002 and 2002-2003 beginning August 22, 1999, August 20, 2000, August 19, 2001, and September 1, 2002 respectively, have been agreed to in negotiations

by the parties to the Agreement, however no longevity step increases shall be awarded in contract years 2003-2004 and thereafter to any employee unless and until such agreement has been reached and properly executed by the parties.

Section 2. Temporary Downgrading and Upgrading will be as follows:

If a status employee is temporarily assigned by the Employer to perform the distinguishing features (as determined by the class specification) of a position in a higher classification, he/she shall receive an increase of four percent (4%) to his/her basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.

Temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive workdays duration.

If it is necessary to assign a status employee, on a temporary employment basis to a temporary or permanent position that is classified at a lower level, the employee's salary, at the time immediately prior to such assignment, will be maintained.

The Employer makes temporary downgrading assignments by assigning a status employee who meets the minimum qualifications of the class to which assignment is being made. The Employer makes temporary upgrading assignments by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignments occurs in classes that utilize work shifts, the register requirement applies only to those status employees on the appropriate shift. Acceptance of, or refusal to accept, such temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals. In the absence of a register, the Employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.

When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

The Employer may remove any temporarily upgraded employee for failure or inability to perform the required duties.

Section 3. Climbing Pay for Employees in GROUP D.

Employees in GROUP D shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate (as defined by Federal law) when employed in cleaning and replacing light bulbs and cleaning and replacing glassware on the towers at the stadium and for the flood lights on the tennis courts east of Huff Gym.

The rate of climbing work in the areas specified shall be computed on a minimum time of thirty (30) minutes or for the time actually engaged in such work, whichever is greater. Eligibility for climbing pay is subject to management authorization.

Section 4. For Employees in GROUPS G & T the following is applicable:

(a) Annual Authorized Lab Work

It is agreed that Staff Nurses, Licensed Practical Nurses, Nursing Assistants, Medical Assistants and Medical Technologists are authorized to receive Tuberculin Skin Testing and Chest X-ray if at risk, Influenza vaccine, Tetanus vaccine, Hepatitis B vaccine, Menomune (Meningitis) vaccine, Meningococcal Meningitis prophylaxis and RPR and HIV testing as prescribed in the McKinley Health Center Policy.

(b) Continuing Education

Subject to the operating needs of the Employer and the approval of an Assistant Director of Clinical Support Services, time will be granted to an employee to attend professional or educational meetings or workshops held outside McKinley Health Center. The employee will give his/her supervisor at least two (2) weeks notice of the intent to attend such meetings or workshops. If an employee attends such meetings or workshops on a scheduled day off, the employee shall be allowed equal hours of compensatory time to be used at a later date.

The Employer shall provide \$700.00 and four (4) working days per Nurse Practitioner per fiscal year (effective 8-20-00 \$775.00 and five (5) working days, effective 8-19-01 \$850.00 and five (5) working days, and effective 9-01-02 \$875.00 and five (5) working days) to be used by Nurse Practitioners for documented and valid expenses incurred during attendance at Continuing Education meetings or workshops.

The Employer shall provide \$170.00 per Staff Nurse I and Medical Technologist per fiscal year (effective 8-20-00 \$195.00, effective 8-19-01 \$205.00, and effective 9-01-02 \$215.00) to be used by a Staff Nurse I and a Medical Technologist for documented and valid expenses incurred during attendance at Continuing Education meetings or workshops. Staff Nurse I's and Medical Technologists shall receive four (4) working days per contract year for Continuing Education meetings or workshops.

The Employer shall provide \$200.00 and four (4) working days per Staff Nurse II per fiscal year (effective 8-20-00 \$210.00 and four (4) working days, effective 8-19-01 \$220.00 and five (5) working days, and effective 9-1-02 \$230.00 and five (5) working days) to be used by Staff Nurse II's for documented and valid expenses incurred during attendance at Continuing Education meetings or workshops.

The Employer shall provide \$100.00 and three (3) working days per Licensed Practical Nurse per fiscal year (effective 8-20-00 \$110.00 and four (4) working days, effective 8-19-01 \$120.00 and four (4) working days, effective 9-1-02 \$130.00 and four (4) working days) to be used by Licensed Practical Nurses for documented and valid expenses incurred during attendance at Continuing Education meetings or workshops.



The Employer shall provide \$85.00 per Medical Assistant per fiscal year (effective 8-20-00 \$95.00, effective 8-19-01 \$105.00, effective 9-1-02 \$115.00) to be used by Medical Assistants for documented and valid expenses incurred during attendance at continuing Education meetings or workshops. Medical Assistants shall receive two (2) working days per contract year for Continuing Education meetings or workshops.

Section 5. For Employees in GROUP C and GROUP S the following is applicable:

An employee who is required to work on the sixth (6th) or seventh (7th) day beyond the thirty-seven and one-half (37 1/2) hour scheduled work week shall receive a minimum of two (2) hours pay at the overtime or premium rate or shall be paid for actual hours worked, whichever is greater.

Section 6. Pay Differentials for Employees in GROUP M.

An employee in GROUP M who works on his/her first scheduled Sunday in a calendar month shall be compensated at the rate of time and one-half (1-1/2) the basic straight time hourly rate for all hours worked on that Sunday. Deviation from Policy and Rules.

An employee who has worked on his/her first scheduled Sunday in a calendar month and who works on a subsequent Sunday(s) in the same month shall be compensated at the rate of double time the basic straight time hourly rate for all hours worked on such subsequent Sunday(s). Deviation from Policy and Rules.

Work performed on the sixth and seventh workday in an employee's scheduled workweek shall be compensated at the rate of time and one-half (1-1/2) the regular hourly rate (as defined by Federal law) except when the employee is paid double time pursuant to the paragraph immediately above. Deviation from Policy and Rules.

Work performed on a University recognized holiday shall be compensated at the rate of two and one-half (2-1/2) times the regular hourly rate (as defined by Federal law). Telephone Operators will observe University recognized holidays as indicated in Policy and Rules.

All overtime and other benefits shall be calculated on the regular hourly rate (as defined by Federal law).

Section 7. For Employees in GROUP O the following is applicable:

(a) Delivery Service

Regularly scheduled output delivery service will not be considered a part of the Production Controllers duties and responsibilities.

(b) Special Monitoring - Administrative Information Technology and Services (AITS)

Should problems occur on a project which necessitates calling the DPPC at home following the close of his/her regularly scheduled shift the following procedures will be used:

- (i) The DPPC may determine that it is not necessary to return to the work place and advise the caller to shelve the project until the next workday.
- (ii) The DPPC may determine that it is necessary to return to the work place and correct the problem or log onto the network from home to correct the problem. In either case, the DPPC will be paid a minimum of two (2) hours or be paid for actual time worked, whichever is greater at applicable overtime or premium rates. (Deviation from Policy and Rules).
- (iii) Paragraphs (i) and (ii) above do not supersede management's rights to determine emergency situations.

Section 8. For employees in GROUP R the following is applicable:

(a) Training/Continuing Education

The Employer shall continue its practice of providing employees in the classifications covered herein, time off with pay, and in accord with such practice and University policies, reasonably related costs, to attend seminars sponsored by Manufacturers Schools, the Federal Aviation Administration or other agencies that pertain to the fire services to maintain certification in EMS or other relevant certifications, or other competent authorities, as determined by the Employer.

(b) Employee's Tools - Applicable to Both Group R and Group A

- (i) The Employer agrees to replace employee's tools which are located on the Employer's premises and used to perform job duties for the Employer, if such tools are lost due to fire, natural disaster or burglary (as confirmed by the University Police) where said tools are included in the inventory of tools submitted to the Employer within ten (10) days from the signing of this Agreement. It will be the responsibility of the employees to update this inventory of tools as needed and to see that tools are properly secured at all times the employee is not present. This provision is also applicable to employees in GROUP A.
- (ii) The Employer will continue to provide the same level of security to protect from burglaries and break-ins as is in effect on the date of signing of this Agreement.

Section 9. For Employees in Group L the following is applicable:

It is agreed that the management of Dixon Springs Agricultural Center and the local Union officials will meet when it is deemed necessary, by either Party, to discuss problems related to or concerning this Contract.

Section 10. Commercial Drivers Licenses

When an employee is required, as a condition of University employment, to possess a Commercial Drivers License, departments may reimburse such employees for the additional cost of the Commercial Drivers License.

## **ARTICLE XV GRIEVANCE PROCEDURE**

The grievance resolution procedure contained herein applies to all employees covered by this Agreement and provides for binding arbitration.

Definition of a grievance - A grievance is defined as any dispute or disagreement between the parties with respect to the application, administration or interpretation of this Agreement or rising out of matters controlled by the Employer which directly affect wages, hours and terms and conditions of employment.

### Section 1. Supervisor and Employee Responsibilities.

- a) Employee-Supervisor Discussion. An employee who has a request or complaint shall discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union.
- b) Additional Discussion Participants. If the designated supervisor and the employee or the Union after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite the Director of the Campus Human Resources Office or such other additional University or Union representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated parties from the responsibility for resolving the problem.
- c) Submission of Complaint in Writing. The above procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most of the daily employer-employee problems. However, if a request or complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance. The written grievance must state the act(s) or omission(s) about which there is a complaint. Failure to follow this requirement will not render the grievance invalid but the grievance will then need to be filed again in compliance with this provision and other relevant provisions of this agreement. The Employer agrees to notify the Union President if the Employer believes the grievance has not been filed in compliance with these requirements. In such cases the Employer will grant an extension of five (5) calendar days to re-file the grievance.
- d) Formal Grievance. A formal grievance may be filed under the steps indicated below by an employee, or by a group of employees, or by the Union.

### Section 2. Departmental Steps.

- a) Filing of Grievance with Supervisor. To be considered formally, a grievance must be filed in writing with the employee's designated supervisor. It must also be submitted within thirty (30) calendar days after the occurrence leading to the grievance or within thirty (30) calendar days after the employee should reasonably have known that the occurrence would affect him/her. This time limit:
1. Does not include time spent in efforts to resolve a complaint informally.
  2. Does not apply to requests for position classification review.
  3. May be extended for just cause by mutual agreement of the Employer and the Union.

The written grievance need not follow any particular format, but should include a clear statement of the grievance, a report on the efforts to settle informally, such facts as may be of aid in arriving at a prompt and definitive resolution, and the redress sought by the grievant. A grievance form is available for convenience, but there is no requirement that it be used. The designated supervisor will review his/her earlier informal decision. The supervisor may change, modify, or affirm this decision. If he/she changes the decision in a way to effect an informal agreement with the employee or the Union, this will dispose of the grievance. If the supervisor's answer is not acceptable to the employee or the Union, the employee or the Union may file a written appeal to the Department Head within seven (7) calendar days after receipt of the answer.

- b) Department Head Deliberation. The Department Head shall consider and answer the grievance in writing not later than ten (10) calendar days following the date upon which it was formally presented to the employee's designated supervisor. If the Department Head fails to answer within these ten (10) calendar days or if the Department Head's answer does not resolve the grievance acceptably to the employee or the Union, it may be appealed to the Chancellor provided that the appeal is filed in writing within ten (10) calendar days after the Department Head's answer is received or due. Any decision by a Department Head that does not resolve the matter may be appealed within ten (10) calendar days after it is received.

### Section 3. Campus-Level Step

- a) Chancellor Investigation. Upon receipt of an appeal, the Chancellor or an official designated to act for him/her shall fully investigate the grievance, including offering a hearing to the grievant and/or Union. Should the grievant and/or Union accept the offer of a hearing, the Chancellor or the Chancellor's designee will schedule and conduct the hearing within twenty-one (21) calendar days from the date the office designated by the Chancellor receives the appeal.

All parties to the grievance will be given an opportunity to be present at any such hearing to present arguments and evidence to support their position. A written response shall be issued to the grievant and/or Union within fourteen (14) calendar days after the hearing. If a hearing is not held, a written response shall be issued to the grievant and/or Union within thirty (30) calendar days from the date the appeal is received. If the Chancellor fails to do so, or if his/her decision is unacceptable, it may be appealed by the Union or the employee to the Director of Human Relations and University Equal

Opportunity, provided such appeal is made in writing within ten (10) calendar days after such decision is received or due.

b) Submission to Director of Human Relations and University Equal Opportunity. If the matter is appealed to the Director of Human Relations and University Equal Opportunity, the Chancellor or his/her designee should make available to the Director of Human Relations and University Equal Opportunity the existing record of the case, including a copy of the written grievance, the resolution sought, and the campus-level decision and reasons therefor.

#### Section 4. Director of Human Relations and University Equal Opportunity in the Office of the President of the University

a) Director of Human Relations and University Equal Opportunity. Upon receipt of an appeal, the Director of Human Relations and University Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (at the Director's discretion) conducting a hearing to determine all relevant facts. If a hearing is offered and accepted, it shall be scheduled and conducted within twenty-one (21) calendar days from the date the Director or his/her designee receives the appeal. All parties to the grievance will be given an opportunity to be present at any such hearing to present arguments and evidence to support their position. If a hearing is conducted, the Director will issue a written decision on the grievance within fourteen (14) calendar days from the date of the close of the hearing. If no hearing is conducted, the Director will issue a decision within thirty (30) calendar days from receipt of the appeal.

If no hearing is to be offered, the Union will be so notified. Upon receipt of such notice, the Union will be granted five (5) calendar days to request a meeting to discuss the grievance at this level of appeal. If made, such request will be granted. The Director will issue a decision within fourteen (14) calendar days from the date of any such meeting held pursuant to request by the Union.

b) Appointment of Designee. In any grievance appeal not involving questions of University policy, the Director of Human Relations and University Equal Opportunity may, with the approval of the appropriate Chancellor, appoint a designee to hear and decide that appeal in his/her stead.

c) Move to Arbitration. If the decision of the Director of Human Relations and University Equal Opportunity does not resolve the grievance acceptably to the union, the grievance may be moved to arbitration. If the union wishes to appeal to Arbitration the decision of the Director of Human Relations and University Equal Opportunity, such appeal must be made in writing to the Associate Vice President for Administration and Human Resources within twenty (20) calendar days after such decision was received or was due. If any part of the decision of the Director of Human Relations and University Equal Opportunity is an action or omission of an action under the State Universities Civil Service System Statute and Rules, such part of said grievance may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director not by an arbitrator. Further, arbitration is not available in the following instances:

1. When the Issue is Position Classification. Position Classifications shall not be subject to this grievance procedure but shall be resolved in accordance with procedures established in Section 7 of this ARTICLE.
2. When the issue is termination or dismissal from any nonstatus or probationary appointment.

d) Appeals of Demotion or Discharge (Special Procedure)

An employee who has been served written charges for discharge or demotion and who wishes to challenge such action may elect either:

1. To follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Ch. VI, Sec. 250.110(e)(1) through (7) or;
2. File a grievance that appeals such action to arbitration by notifying the University Associate Vice President for Administration and Human Resources of a desire to do so, in writing, within fifteen (15) calendar days after the serving of the written charges by the Employer. Such appeal must be signed by an officer of the Union. Thereafter, the Union may submit the appeal to an arbitrator who is selected as set forth in Section 5(a) below.

The Employer will notify the employee of these two (2) options at the time the written charges are served.

If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance procedures set forth in ARTICLE XV of this collective bargaining agreement with respect to the said discharge or demotion. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

All provisions of Section 5 of this Article (below) apply to arbitrations that are conducted pursuant to this special procedure.

- e) Extension of Time Limit for Arbitration. If review of a part of a decision of the Director of Human Relations and University Equal Opportunity is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Director of Human Relations and University Equal Opportunity is extended to thirty (30) calendar days after said review is completed.

Section 5. Arbitration Step.

- a) Appeal to Arbitration. If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days, the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association or the Illinois Educational Labor Relations Board to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The

arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. The decision and award of the arbitrator shall be final and binding on the employee, the Union, and the Employer.

- b) Arbitration Costs. Costs of the arbitration shall be equally divided between the Union and the Employer, except that each party will be responsible for any expense (1) incurred in the preparation and presentation of its own case, and (2) for any transcript it may order.

#### Section 6. Mutually Agreed Extension of Time Limits.

The time limits contained in this Article may be extended by mutual agreement between the Employer and the Union.

#### Section 7. Special Procedure for Position Classification Review.

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##### Classification Review

Requests for the allocation, reallocation, or reclassification of positions may originate at any level of the University organization, but the recommendation to the State Universities Civil Service System will be made only by the campus or University human resources offices, as delegated by the Associate Vice President for Administration and Human Resources, who is the Designated Employer Representative to the System.

An employee or an employing unit may request a review of the appropriateness of a position classification:

- A. The campus human resources office will review requests for determination of the appropriate classification and requests for reclassification or reallocation of a position.
- B. An employee may seek further review by the State Universities Civil Service System in accordance with Civil Service System Rule 250.30(e), Reallocation or Reclassification of Existing Positions, and the State Universities Civil Service System procedures. The request should be submitted within thirty (30) calendar days of receipt of the campus decision.

##### Arbitration

A request concerning an individual's position classification may not be appealed to arbitration.

##### Effective Date

The effective date of reclassification or reallocation of an existing position shall be the beginning of the pay period during which the initial campus review or audit is conducted providing the incumbent has taken and passed the Civil Service examination for the new classification. If the incumbent has not



taken and passed the Civil Service examination, the effective date shall be the beginning of the pay period immediately following the incumbent passes the examination.

Section 8. Payment for Time.

Time spent in handling grievances by an employee or his/her representative, if the representative is a University employee, shall be with full pay at the basic straight time wage or salary rate only for time spent during the regular workday or shift. Paid time will not be allowed for time spent in grievance handling outside the regular shift. In no case, however, shall any employee leave his/her post of duty without the knowledge of and permission from his/her designated supervisor, which permission shall normally be given subject to emergency exceptions.

**ARTICLE XVI  
PERSONNEL FILES**

Section 1. Official Personnel File

The Employer's Campus Human Resources Office maintains the official personnel file for covered employees. When any document related to disciplinary action is placed in an employee's official personnel file, the employer shall furnish the employee a copy of such document.

Section 2. Employee Review of Official Personnel Files

Employees will be permitted to review their official personnel file pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.). If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions of this Act. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored.

Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth above.

**ARTICLE XVII  
PROBATIONARY PERIODS - STATUS APPOINTMENTS**

- a) 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 suspensions, 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.

- b) A status employee who enters a new classification is also subject to a six (6) month probationary period on the same basis as set forth in the preceding paragraph. During such probationary period, the Employer shall meet with the employee periodically to review with the employee his/her progress on the job. If such status employee 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 his/her previous class, provided that he/she has sufficient seniority pursuant to Article XI (Layoff Procedures).

## **ARTICLE XVIII DUES DEDUCTION AND FAIR SHARE**

### Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues, assessments and initiation fees, if any, or other authorized deduction, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to AFSCME COUNCIL 31 at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.

### Section 2. Fair Share.

Pursuant to 115 ILCS 5/1 et seq. the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this ARTICLE, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of its members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this ARTICLE.

### Section 3.

The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to AFSCME Council 31 within fifteen (15) calendar days after the date of

withholding, provided that nothing contained in this ARTICLE shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share fee, dues and assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer in writing that a different Fair Share or dues amount should be collected.

#### Section 4.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. that deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

#### Section 5.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

#### Section 6.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this ARTICLE; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this ARTICLE; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

#### Section 7.

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 XIX  
NO STRIKE OR LOCKOUT**

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages, slow downs or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. Employer/Employee Rights.

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this ARTICLE.

Section 3. No Lockout.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

**ARTICLE XX  
APPROVAL OF AGREEMENT BY MERIT BOARD**

This Agreement shall not become effective until ratified by both parties and approved by the Merit Board to the extent provided by 110 ILCS 70/36(d).

**ARTICLE XXI  
PERIOD COVERED, STATUS DURING  
NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This contract shall become effective at the start of the first shift beginning after 12:01 a.m., August 22, 1999 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m. midnight, August 30, 2003.

This contract shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least ninety (90) calendar days prior to its expiration date of a desire to modify or terminate it, in which event negotiations shall be undertaken without undue delay.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of this Agreement terminate the same by giving at least ten (10) calendar days written notice to the other party of its intention to so terminate.

Section 3. Commencement of Negotiations.

The party giving notice of a desire to modify the contract as provided for in Section 1 above shall commence negotiations by submitting a detailed list of modifications or changes desired. The party receiving said notice may propose additional changes in the contract.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

LOCAL #698, AMERICAN FEDERATION  
OF STATE COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
President

BY: \_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
AFSCME Council 31

APPROVED: \_\_\_\_\_  
Vice Chancellor for  
Administration and Human Resources

\_\_\_\_\_

\_\_\_\_\_  
Assistant Vice Chancellor and  
Director, Staff Human Resources

\_\_\_\_\_

\_\_\_\_\_  
Associate University Counsel  
Chief Negotiator

EXECUTIVE BOARD:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

\_\_\_\_\_  
For University Counsel (date)

LOCAL #698, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

EXECUTIVE BOARD - Continued

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**APPENDIX "A" TO THE  
 AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES  
 OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 698  
 OF THE AMERICAN FEDERATION OF STATE, COUNTY  
 AND MUNICIPAL EMPLOYEES, AFL-CIO**

GROUP A - LABORATORY MECHANICS

| <u>Classification</u>   | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|---|---|---|---|
| Laboratory Mechanic and<br>Ceramic Engineering Technician               | 22.13                                     | 22.79                                     | 23.53                                     |
| Senior Laboratory Mechanic and<br>Senior Ceramic Engineering Technician | 25.45                                     | 26.21                                     | 27.06                                     |
| Instrument Maker  | 28.69                                     | 29.55                                     | 30.51                                     |
| Junior Foundry Molder   | 22.32                                     | 22.99                                     | 23.74                                     |
| Senior Foundry Molder   | 25.62                                     | 26.39                                     | 27.25                                     |

Laboratory Mechanic (Trainee)

Rates for the Laboratory Mechanic Trainee shall be based on the following percentages of the Laboratory Mechanic rate:

| <u>Months of Service</u> | <u>Percentage of Rate</u> |
|--------------------------|---------------------------|
| 1st 6 months             | 75.0%                     |
| 2nd 6 months             | 80.0%                     |
| 3rd 6 months             | 85.0%                     |
| 4th 6 months             | 87.5%                     |
| 5th 6 months             | 90.0%                     |
| 6th 6 months             | 92.5%                     |
| 7th 6 months             | 95.0%                     |

GROUP B – AGRICULTURE GROUP

| <u>Classification</u> | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|-----------------------|--------------------------|---|---|---|
| <u>Level I</u>        |                          |   |   |   |
| Laboratory Animal     | 0 – 12 months            | 12.51                                     | 12.89                                     | 13.31                                     |
| Caretaker             | over 12 months           | 14.32                                     | 14.75                                     | 15.23                                     |



GROUP B – AGRICULTURE GROUP (cont'd)

| <u>Classification</u><br><u>Level II</u> | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|--|--------------------------|---|---|---|
| Laboratory Animal                        | 0 – 12 months            | 12.85                                     | 13.24                                     | 13.67                                     |
| Care Technician I                        | over 12 months           | 16.02                                     | 16.50                                     | 17.04                                     |
| Agricultural Gardener                    | 0 – 12 months            | 12.85                                     | 13.24                                     | 13.67                                     |
| Fieldworker                              | over 12 months           | 16.02                                     | 16.50                                     | 17.04                                     |
| Herder                                   |                          |   |   |   |
| Poultry Worker                           |                          |   |   |   |
| Dairy and Food Plant                     |                          |   |   |   |
| Attendant                                |                          |   |   |   |
| Cold Storage Operator                    |                          |   |   |   |
| Farmer                                   |                          |   |   |   |

Level III

|                        |                |       |       |       |
|------------------------|----------------|-------|-------|-------|
| Laboratory Animal      | 0 – 12 months  | 14.82 | 15.26 | 15.76 |
| Care Technician II     | over 12 months | 17.45 | 17.97 | 18.55 |
| Agricultural Gardener  | 0 – 12 months  | 14.82 | 15.26 | 15.76 |
| Foreman                | over 12 months | 17.45 | 17.97 | 18.55 |
| Farm Foreman           |                |       |       |       |
| Herder Foreman         |                |       |       |       |
| Poultry Worker Foreman |                |       |       |       |

Level IV

|                  |                |       |       |       |
|------------------|----------------|-------|-------|-------|
| Supervising Farm | 0-12 months    | 15.48 | 15.94 | 16.46 |
| Foreman          | over 12 months | 18.33 | 18.88 | 19.49 |

Group C - Stores

| <u>Classification</u> | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|-----------------------|--------------------------|---|---|---|
| Storekeeper I         | 0 – 15 months            | 13.21                                     | 13.61                                     | 14.05                                     |
|                       | over 15 months           | 14.56                                     | 15.00                                     | 15.49                                     |
| Storekeeper II        | 0 – 15 months            | 14.78                                     | 15.22                                     | 15.71                                     |
|                       | over 15 months           | 15.63                                     | 16.10                                     | 16.62                                     |
| Storekeeper III       | 0 – 15 months            | 16.23                                     | 16.72                                     | 17.26                                     |
|                       | over 15 months           | 17.57                                     | 18.10                                     | 18.69                                     |

GROUP D – LABORER ELECTRICIAN

| <u>Classification</u> | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-----------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Laborer Electrician   | 0 – 12 months            | 12.76                               | 13.14                               | 13.57                               |
|                       | over 12 months           | 15.56                               | 16.03                               | 16.55                               |

GROUP E – HISTOLOGISTS

| <u>Classification</u>   | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Histology Technician I  | 0 – 12 months            | 11.22                               | 11.56                               | 11.94                               |
|                         | over 12 months           | 11.94                               | 12.30                               | 12.70                               |
| Histology Technician II | 0 – 12 months            | 13.47                               | 13.87                               | 14.32                               |
|                         | over 12 months           | 14.15                               | 14.57                               | 15.04                               |
| Histology Technologist  | 0 – 12 months            | 14.55                               | 14.99                               | 15.48                               |
|                         | over 12 months           | 15.77                               | 16.24                               | 16.77                               |

GROUP F – ALLERTON PARK

| <u>Classification</u>                   | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Greenhouse Gardener I<br>Park Attendant | 13.25                               | 13.65                               | 14.09                               |
|   | 16.06                               | 16.54                               | 17.08                               |
| Maintenance Worker                      | 16.83                               | 17.33                               | 17.89                               |
| Subforeman, Park<br>Foreman, Park       | 16.83                               | 17.33                               | 17.89                               |
|   | 17.12                               | 17.63                               | 18.20                               |
| Building Mechanic                       | 11.20                               | 11.54                               | 11.92                               |

The starting rate for Park Attendant and Maintenance Worker shall be fifteen cents (15¢) per hour less than the rate listed for that specific class. The starting rate shall apply for the first six (6) months of service.

GROUP G – NURSES – MEDICAL ASSISTANTS – MEDICAL TECHNOLOGIST

| <u>Classification</u>       | <u>Length of Service</u>  | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-----------------------------|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Staff Nurse I               | 0 – 12 months   | 15.82                               | 16.29                               | 16.82                               |
|                             | 13 – 24 months  | 16.75                               | 17.25                               | 17.81                               |
|                             | 25 – 36 months  | 17.67                               | 18.20                               | 18.79                               |
|                             | 37 – 48 months  | 18.57                               | 19.13                               | 19.75                               |
|                             | 49 – 60 months  | 19.49                               | 20.07                               | 20.72                               |
|                             | over 60 months  | 20.41                               | 21.02                               | 21.70                               |
|                             | over 96 months of<br>service time accrued<br>at McKinley Health<br>Center                 | 21.34                               | 21.98                               | 22.69                               |
| Staff Nurse II              | 0 –12 months<br>(4.4% over top SNI<br>rate)   | 22.28                               | 22.95                               | 23.70                               |
|                             | over 12 months<br>(6.4% over top SNI<br>rate)   | 22.70                               | 23.39                               | 24.15                               |
| Nursing Assistant           | 0 – 12 months   | 8.23                                | 8.48                                | 8.76                                |
|                             | 13 –24 months   | 8.44                                | 8.69                                | 8.97                                |
|                             | 25 –36 months   | 8.73                                | 8.99                                | 9.28                                |
|                             | 37 – 48 months  | 8.97                                | 9.24                                | 9.54                                |
|                             | 49 – 60 months  | 9.13                                | 9.40                                | 9.71                                |
|                             | over 60 months<br>over 120 months<br>service time accrued<br>at McKinley Health<br>Center | 9.35                                | 9.63                                | 9.94                                |
|                             | Licensed Practical Nurse I  |                                     | 10.24                               | 10.55                               |
| Licensed Practical Nurse II | 0 – 24 months   | 13.03                               | 13.42                               | 13.86                               |
|                             | over 24 months  | 14.62                               | 15.06                               | 15.55                               |
| <u>Classification</u>       | <u>Step Number</u>  | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
| Medical Assistant           | One*  | 12.14                               | 12.50                               | 12.91                               |
|                             | Two*  | 12.76                               | 13.14                               | 13.57                               |
|                             | Three**   | 13.37                               | 13.77                               | 14.22                               |
|                             | Four  | 14.04                               | 14.46                               | 14.93                               |

\*12 months required to progress to next step

\*\*24 additional months required to progress from step three to step four

GROUP G – NURSES – MEDICAL ASSISTANTS – MEDICAL TECHNOLOGISTS (cont'd)

| <u>Classification</u> | <u>Step Number</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-----------------------|--------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Medical Technologist  | One*               | 14.64                               | 15.08                               | 15.57                               |
|                       | Two*               | 15.67                               | 16.14                               | 16.66                               |
|                       | Three*             | 16.69                               | 17.19                               | 17.75                               |
|                       | Four*              | 17.72                               | 18.25                               | 18.84                               |
|                       | Five*              | 18.74                               | 19.30                               | 19.93                               |
|                       | Six*               | 19.76                               | 20.35                               | 21.01                               |
|                       | Seven              | 20.78                               | 21.40                               | 22.10                               |

\*12 mos. Required to progress to next step.

Education and/or prior non-employer experience, if determined by the Employer as relevant, may be used, at the discretion of the Employer, to establish the longevity step at which new employees in the classes listed above are to be hired. Starting salaries shall not be less than the starting rates shown in this Appendix and may not be greater than the 49-60 months rate specified above. Such relevant education/experience shall for pay purposes, count as service time in the lower steps when an employee is hired at a rate above the starting rate in the longevity schedule. The employee shall advance thereafter to the next higher step on his/her next anniversary date which completes the time on the step in which he/she started.

In making education and prior experience evaluations, the Employer shall equate a Registered Nurse not holding a bachelors degree, but having three (3) years of relevant education/training and one (1) year of relevant experience, with a Registered Nurse holding a bachelor's degree from an accredited institution of higher learning, having no experience.

GROUP H – LIBRARY TECHNICAL ASSISTANT AND LIBRARY TECHNICAL SPECIALIST

| <u>Classification</u>           | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|---------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Library Technical<br>Assistant  | 0 – 4 years              | 13.64                               | 14.05                               | 14.51                               |
|                                 | over 4 years             | 15.44                               | 15.90                               | 16.42                               |
| <u>Personal Rates</u>           |                          |                                     |                                     |                                     |
|                                 | Duyen Nguyen             | 16.27                               | 16.76                               | 17.30                               |
|                                 | Barbara Irving           | 15.96                               | 16.44                               | 16.97                               |
| Library Technical<br>Specialist |                          | 17.04                               | 17.55                               | 18.12                               |

GROUP I – COMPUTER OPERATORS AND COMPUTER SYSTEM OPERATION SPECIALIST

| <u>Classification</u>                       | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|---|--------------------------|---|---|---|
| Computer Aide I                             | 0 – 15 months            | 10.43                                     | 10.74                                     | 11.09                                     |
|   | over 15 months           | 11.98                                     | 12.34                                     | 12.74                                     |
| Computer Aide II                            | 0 – 15 months            | 11.58                                     | 11.93                                     | 12.32                                     |
|   | over 15 months           | 13.01                                     | 13.40                                     | 13.84                                     |
| Digital Computer Operator<br>I              | 0 – 15 months            | 10.83                                     | 11.15                                     | 11.51                                     |
|   | over 15 months           | 12.39                                     | 12.76                                     | 13.17                                     |
| Digital Computer Operator<br>II             | 0 – 24 months            | 12.67                                     | 13.05                                     | 13.47                                     |
|   | over 24 months           | 14.87                                     | 15.32                                     | 15.82                                     |
| Digital Computer Operator<br>III            | 0 – 24 months            | 15.65                                     | 16.12                                     | 16.64                                     |
|   | over 24 months           | 17.88                                     | 18.42                                     | 19.02                                     |
| Computer System<br>Operations Specialist I  | 0 – 24 months            | 13.14                                     | 13.53                                     | 13.97                                     |
|   | over 24 months           | 14.74                                     | 15.18                                     | 15.67                                     |
| Computer System<br>Operations Specialist II | 0 – 24 months            | 19.04                                     | 19.61                                     | 20.25                                     |
|   | over 24 months           | 20.45                                     | 21.06                                     | 21.74                                     |

GROUP J – NATURAL SCIENCE TECHNICAL ASSISTANT

| <u>Classification</u>                  | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|--|--------------------------|---|---|---|
| Natural Science Technical<br>Assistant | 0 – 12 months            | 18.56                                     | 19.12                                     | 19.74                                     |
|  | over 12 months           | 19.91                                     | 20.51                                     | 21.18                                     |

GROUP L – DIXON SPRINGS

| <u>Classification</u>   | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <u>Group A</u>          |                          |                                     |                                     |                                     |
| Farm Laborer            | 0 – 12 months            | 12.60                               | 13.00                               | 13.45                               |
|                         | over 12 months           | 14.26                               | 14.72                               | 15.23                               |
| Farmer                  | 0 – 12 months            | 13.31                               | 13.74                               | 14.21                               |
| Fieldworker             | over 12 months           | 14.99                               | 15.47                               | 16.00                               |
| Herder                  |                          |                                     |                                     |                                     |
| Agricultural Gardener   |                          |                                     |                                     |                                     |
| Building Mechanic       | 0 – 12 months            | 13.96                               | 14.41                               | 14.91                               |
|                         | over 12 months           | 15.46                               | 15.95                               | 16.50                               |
| Farm Mechanic           | 0 – 12 months            | 13.96                               | 14.41                               | 14.91                               |
|                         | over 12 months           | 15.46                               | 15.95                               | 16.50                               |
| Automotive Mechanic     | 0 – 12 months            | 15.28                               | 15.77                               | 16.31                               |
|                         | over 12 months           | 16.06                               | 16.57                               | 17.14                               |
| Crop Testing Technician | 0 – 12 months            | 15.21                               | 15.70                               | 16.24                               |
|                         | over 12 months           | 15.97                               | 16.48                               | 17.05                               |
| <u>Group B</u>          |                          |                                     |                                     |                                     |
| Foreman                 | 0 – 12 months            | 14.91                               | 15.39                               | 15.92                               |
| Agricultural Gardener   | over 12 months           | 16.32                               | 16.84                               | 17.42                               |
| Farm                    |                          |                                     |                                     |                                     |
| Farm Mechanic           |                          |                                     |                                     |                                     |
| Building Mechanic       |                          |                                     |                                     |                                     |
| Herder                  |                          |                                     |                                     |                                     |
| <u>Group C</u>          |                          |                                     |                                     |                                     |
| Garage Foreman          | 0 – 12 months            | 16.32                               | 16.84                               | 17.42                               |
|                         | over 12 months           | 17.13                               | 17.68                               | 18.29                               |

GROUP M – TELEPHONE OPERATORS

| <u>Classification</u> | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-----------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Telephone Operator    | 0 – 24 months            | 9.71                                | 10.00                               | 10.33                               |
|                       | over 24 months           | 11.92                               | 12.28                               | 12.68                               |
| <u>Personal Rates</u> |                          |                                     |                                     |                                     |
| Patricia Hall         |                          | 17.69                               | 18.22                               | 18.81                               |

GROUP N – DUPLICATING MACHINE OPERATORS AND OFFSET PRESS TECHNICIANS

| <u>Classification</u>               | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|-------------------------------------|--------------------------|---|---|---|
| Duplicating Machine<br>Operator I   | 0 – 12 months            | 10.35                                     | 10.66                                     | 11.01                                     |
|                                     | over 12 months           | 12.69                                     | 13.07                                     | 13.49                                     |
| Duplicating Machine<br>Operator II  | 0 – 12 months            | 11.89                                     | 12.25                                     | 12.65                                     |
|                                     | over 12 months           | 14.96                                     | 15.41                                     | 15.91                                     |
| Duplicating Machine<br>Operator III | 0 – 12 months            | 12.85                                     | 13.24                                     | 13.67                                     |
|                                     | over 12 months           | 16.40                                     | 16.89                                     | 17.44                                     |
| Offset Press Technician             | 0 – 12 months            | 12.85                                     | 13.24                                     | 13.67                                     |
|                                     | over 12 months           | 16.40                                     | 16.89                                     | 17.44                                     |

GROUP O – DATA PROCESSING PRODUCTION CONTROLLERS

| <u>Classification</u>                        | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|--|--------------------------|---|---|---|
| Data Processing<br>Production Controller I   | 0 – 4 years              | 12.29                                     | 12.66                                     | 13.07                                     |
|  | over 4 years             | 15.48                                     | 15.94                                     | 16.46                                     |
| Data Processing<br>Production Controller II  | 0 – 4 years              | 13.12                                     | 13.51                                     | 13.95                                     |
|  | over 4 years             | 16.53                                     | 17.03                                     | 17.58                                     |
|  | <u>Personal Rates:</u>   |   |   |   |
|  | Mary Alexander           | 17.38                                     | 17.90                                     | 18.48                                     |
|  | Trudy Fristoe            | 18.59                                     | 19.15                                     | 19.77                                     |
| Data Processing<br>Production Controller III | 0 – 4 years              | 13.95                                     | 14.37                                     | 14.84                                     |
|  | over 4 years             | 17.85                                     | 18.39                                     | 18.99                                     |

GROUP P – CROP TESTING TECHNICIANS

| <u>Classification</u>   | <u>Length of Service</u> | <u>Hourly Rate</u><br><u>Eff. 8-22-99</u> | <u>Hourly Rate</u><br><u>Eff. 8-20-00</u> | <u>Hourly Rate</u><br><u>Eff. 8-19-01</u> |
|-------------------------|--------------------------|---|---|---|
| Crop Testing Technician | 0 – 12 months            | 16.26                                     | 16.75                                     | 17.29                                     |
|                         | over 12 months           | 17.08                                     | 17.59                                     | 18.16                                     |
| Crop Testing Specialist | 0 – 12 months            | 17.82                                     | 18.35                                     | 18.95                                     |
|                         | over 12 months           | 18.70                                     | 19.26                                     | 19.89                                     |

GROUP Q - GARAGE ATTENDANTS

| <u>Classification</u>   | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Garage Attendant  | 0 – 12 months            | 12.12                               | 12.48                               | 12.89                               |
|   | over 12 months           | 14.92                               | 15.37                               | 15.87                               |
| Automotive Parts Manager<br>(50¢ per hour over<br>Garage Attendant) |                          | 15.42                               | 15.87                               | 16.37                               |

GROUP R – AIRCRAFT MECHANIC AND CRASH RESCUE SECURITY SPECIALIST

| <u>Classification</u>                   | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Master Aircraft                         | 21.55                               | 22.20                               | 22.92                               |
| Aircraft Engine Mechanic                | 16.85                               | 17.36                               | 17.92                               |
| Senior Aircraft Maintenance<br>Mechanic | 15.46                               | 15.92                               | 16.44                               |
| Aircraft Maintenance<br>Mechanic Helper | 9.79                                | 10.08                               | 10.41                               |

Specialist I, Crash Rescue Security

Hourly rate for employees hired in classification after 8-26-84

|             |       |       |       |
|-------------|-------|-------|-------|
| 0 – 6 mos.  | 11.32 | 11.66 | 12.04 |
| Over 6 mos. | 12.50 | 12.88 | 13.30 |

Personal rate for employees hired in classification prior to 8-26-84

|               |       |       |       |
|---------------|-------|-------|-------|
| Roger Holste  | 15.28 |       |       |
| Raymond Clark | 12.80 | 13.18 | 13.61 |

Specialist II, Crash Rescue Security

|  |       |       |       |
|--|-------|-------|-------|
|  | 13.50 | 13.91 | 14.36 |
|--|-------|-------|-------|



GROUP S – LOCKER ROOM ATTENDANTS, INTERCOLLEGIATE ATHLETIC EQUIPMENT  
SPECIALISTS AND NATURAL SCIENCE LABORATORY ASSISTANT

| <u>Classification</u>                               | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Locker Room Attendant<br>(employed after 9/1/71)    | 0 – 12 months            | 12.92                               | 13.31                               | 13.74                               |
| Intercollegiate Athletic<br>Equipment Specialist    | over 12 months           | 14.73                               | 15.17                               | 15.66                               |
| Natural Science<br>Laboratory Asst. I               | 0 – 12 months            | 12.92                               | 13.31                               | 13.74                               |
|   | over 12 months           | 14.73                               | 15.17                               | 15.66                               |
| Natural Science<br>Laboratory Asst. II              | 0 – 12 months            | 14.37                               | 14.80                               | 15.28                               |
|   | over 12 months           | 15.79                               | 16.26                               | 16.79                               |
| Natural Science Asst. III                           | 0 – 12 months            | 15.77                               | 16.24                               | 16.77                               |
|   | over 12 months           | 17.75                               | 18.28                               | 18.87                               |
| Locker Room Attendant<br>(employed prior to 9/1/71) |                          | 17.16                               | 17.67                               | 18.24                               |

GROUP T – NURSE PRACTITIONERS

| <u>Classification</u> | <u>Length of Service</u> | <u>Hourly Rate<br/>Eff. 8-22-99</u> | <u>Hourly Rate<br/>Eff. 8-20-00</u> | <u>Hourly Rate<br/>Eff. 8-19-01</u> |
|-----------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Nurse Practitioner    | 0 – 24 months            | 26.35                               | 27.14                               | 28.02                               |
|                       | 25 – 48 months           | 27.07                               | 27.88                               | 28.79                               |
|                       | over 48 months           | 27.82                               | 28.65                               | 29.58                               |