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PREAMBLE

This Agreement, made and entered into on the date hereinafter set forth, by and between the Board of Trustees for and in behalf of Illinois State University at Normal, Illinois, hereinafter called Employer, and AFSCME, Council 31, AFL-CIO, for and in behalf of Local 3236, hereinafter referred to as the Union with it's purpose being the promotion of harmonious relations between the Employer and the Union and the establishment of a peaceful procedure for the resolution of differences. Witnesseth:

ARTICLE I RECOGNITION AND AUTHORIZATION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit and further agrees to not discuss such matters with any other organization or with individual employees except as expressly provided for herein. The bargaining unit is as certified by the Illinois Educational Labor Relations Board in Certification Number 2076-RC-0001-S and consists of the following position classifications:

Included: Nurse Practitioners, Health Service Nurses, Licensed Practical Nurses, Pharmacy Technician I's and II's, Medical Radiographer I's and II's, Medical Laboratory Technician II's, and Medical Technologist I's

Excluded: Managerial, supervisory and confidential employees as defined by the IELRA with the parties agreeing that Carol Ann Morgan is a supervisory employee. The parties agree that the change in title of a position or position classification in the bargaining unit shall not remove the position or position classification from the bargaining unit as long as the type of work performed by the position remains within the parameters outlined by the Educational Labor Relations Act. Representatives from AFSCME Council 31 and the Office of Human Resources shall meet periodically to evaluate the appropriateness of inclusion or exclusion of specific positions to the bargaining unit. If the parties are unable to agree to the inclusion or exclusion of the position or position classification, the *matter* shall be decided by the Illinois Educational Labor Relations Board.

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

ARTICLE II LIMITATIONS

Section 2.01: Limitations

This Agreement is subject to:

1. Applicable Federal and State laws as such laws may become amended from time to time;

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

Section 2.02: Modifications

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

ARTICLE III MANAGEMENT RIGHTS

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

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct the employees, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees for health and safety reasons;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;

- determine its mission, policies, and to set forth all standards of service offered to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- change or eliminate existing methods, equipment, or facilities;

ARTICLE IV DUES DEDUCTION/FAIR SHARE CLAUSE

Section 4.01: Dues and Other Related Union Deductions

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

Section 4.02: Fair Share

Pursuant to the Illinois Educational Labor Relations Act (115 ILCS 5/11), the parties agree that non-Union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's earnings pursuant to usual and customary payroll deduction procedures. The Union shall certify the current amount of Fair Share deductions. The Union shall advise the Employer of any increases in such deductions, in writing, at least fifteen (15) calendar days prior to its effective date. The Employer will stop deductions for Fair Share payments of an employee upon the employee's movement out of the bargaining unit.

Section 4.03: Acknowledgement of IELRA

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

Section 4.04: Indemnification

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

Section 4.05: Fair Share Collections

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

Section 4.06: Remittance of Dues, Fair Share and other Related Deductions

Such deductions, as noted in Section 4.01 and Section 4.02 of this Article, shall be remitted to AFSCME Council 31 each pay period with a listing of the employee, the employee's university identification number, and the individual employee deduction(s). The Employer shall also include the employee's classification, hourly rate of pay, employment date and date in classification on a separate listing in November and May of each calendar year. This listing will also include the employee's home address and phone number provided the employee has not restricted release of this information. Further, this listing and information will be provided electronically when the Employer completes development of a new Human Resource Information System (HRIS) and implements that system for campus administrative units.

ARTICLE V NO STRIKE - NO LOCKOUT

Section 5.01: No Strikes

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

Section 5.02: No Lockouts

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

ARTICLE VI DISCIPLINE AND DISCHARGE

Section 6.01: Valuing Individual Performance

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the University's "Valuing Individual Performance Program" referred to as the VIP Program. This program is intended to be both positive and corrective in nature. It is intended to recognize good performance through VIP Contacts. It is also intended to correct/eliminate employee deficiencies through informal supervisory discussions (Encouragement Sessions) and through formal actions steps where appropriate. These actions include:

Formal Actions

- a. Verbal Support (Formerly Oral Warning)
- b. Performance Improvement Discussions (Formerly Written Reprimand)
- c. Commitment Discussions (Formerly 1-3 Day Suspension)
- d. Written Reinforcement (Formerly 4-14 Day Suspension)
- e. Ultimate Decision Leave (Formerly 15-30 Day Suspension)
- f. Discharge

Verbal Support and Performance Improvement Discussions are active for purposes of progressive discipline for one year from the date the discipline is issued.

Formal corrective action will be issued in accordance with the general tenets of progressive discipline. However, the Employer reserves the right to skip any and all informal and formal steps due to seriousness of infraction.

The University agrees to meet with the Union and discuss any plans to revise names of any formal actions.

Section 6.02: Discipline Notification

The steps in the VIP Program shall be issued in a timely fashion. An employee will be given written record of any formal action described in 6.01. Notice of such action shall be given to the Union. Management will not conduct actions in the presence of other employees, the public, students, faculty or other staff, nor will Management release information to the mass media while a matter is under investigation or is the subject of an active grievance.

Section 6.03: Probationary Employee Discipline/Dismissal

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

Section 6.04: Suspension/Discharge

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

Section 6.05: Discharge Procedures

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

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

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

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

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.01: Definition

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

Section 7.02: Union Grievances

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

Section 7.03: Time Limits

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

Section 7.04: Employee Representation

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

Section 7.05: Steps Within Procedure

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

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

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

Section 7.06: Other Provisions

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

ARTICLE VIII ARBITRATION

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

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

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

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

ARTICLE IX SENIORITY

Seniority shall be by classification, based upon the length of service from the date of employment in the classification and in accordance with State Universities Civil Service System Statute and Rules. Layoffs and rehiring shall be conducted on the basis of seniority and in accordance with State Universities Civil Service System Statute and Rules. Employees' regular

working schedules will determine holiday employment. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

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

ARTICLE X HEALTH AND SAFETY

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

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

The University places a high concern on the safety and well-being of its staff. To that end, the University offers the following services and/or training to ensure the health and safety of employees covered by the bargaining unit.

Section 10.01 – Immunizations/Vaccinations

Because bargaining unit positions are at risk to contract occupationally-related diseases, such employees shall be afforded immunizations as prescribed by law and/or University policy. Examples include hepatitis vaccination, flu shots, annual TB test, etc.

Section 10.02 – Safety Training & Education

To ensure the proper safety of Student Health service employees, the University shall provide education/training sessions as prescribed by law and /or University policy. Examples include annual OSHA training, Blood Borne Pathogen training, etc.

Section 10.03 - Personal Protective Equipment

To ensure employee safety in the healthcare environment, personal protective equipment will be provided as prescribed by law and/or University policy. Examples include gloves, face masks, gowns, etc,

Section 10.04 - Ergonomic Concerns

Upon request of the employee, the Employer will endeavor to provide ergonomically correct equipment. When new equipment is purchased, when possible and within budget considerations, the University will attempt to obtain ergonomically correct equipment, such as glare screens; chairs with adjustable heights and back rests; foot rests; adjustable tables for holding keyboards; and keyboards designed to decrease the risk of carpal tunnel syndrome.

Section 10.05 - Video Display Terminals

Employees who use Video Display Terminals (VDTs) will not be required to view an operating VDT screen for more than two (2) consecutive hours without a fifteen (15) minute hiatus.

Section 10.06 - Safety Reporting and Resolution

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

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

ARTICLE XI GENERAL PROVISIONS

Section 11.01: Non-Discrimination

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

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

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

The Union shall be permitted to post notices of meetings and other pertinent information as long as it is not political, partisan, or defamatory in nature, on bulletin boards provided by the Employer, with a portion of the bulletin boards designated for the exclusive use of the Union.

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

The Union may use the University e-mail system to notify members of meetings and provide

information to its bargaining unit members, provided such use complies with the University's e-mail policies as well as state and federal law; and further provided such use is limited to non-work hours.

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

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

Section 11.03: Union Activities

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

The University will approve a leave of absence for one (1) designated delegates to attend other Union sponsored meetings, but leave is not to exceed a combined total of five (5) working days in a twelve (12) month period. Additional employees may be granted leave to attend the above mentioned meetings, provided their absences do not interfere with efficient operation.

Section 11.04: Visits by Union Representatives

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

Section 11.05: Promotional Exams/Training

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

Section 11.06: Employee Access to Personnel Files

1. Employees may have access to their personnel files in accordance with current University policy which is in compliance with the Review of Personnel Records Act, IL Compiled Statutes 820 40/1. Employees will receive a copy of any information placed in their Office of Human Resources file. Documents prepared by, signed by, addressed to, or carboned to the employee will be viewed as meeting this standard.
2. An employee representative may, with written permission from the employee, in accordance with current University policy, have access to an employee's personnel file.
3. Items of formal disciplinary action, such as letters of reprimand and records of suspension, shall remain in the Office of Human Resources for the life of the file.

However, such records shall not be used by the Employer before an arbitrator or the State Universities Civil Service System Merit Board if such documentation is more than three years old and the employee has not been warned for the same or similar offense.

Section 11.07: Union Orientation

The Employer will notify the Union of new employees pursuant to section 11.11 of this contract. Each newly hired bargaining unit employee shall, during the employee's first or second week of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 11.08: Leave for Union Office

Provided adequate notice is given and based on operational needs, the Employer may grant a request for a leave of absence for at least one bargaining unit employee at any one time for the purpose of service as an AFSCME representative or officer with the International, State, or Local organization of the Union for up to a maximum of three (3) years. Upon approval, all accumulated vacation benefits and compensatory time must first be exhausted by the requesting employee. Requests for such leave must be submitted in writing to the Assistance Vice President for Human Resources.

Section 11.09: Contracting

It is recognized by the Employer and the Union that healthcare is a dynamic and specialized field of work. While it is not the intent of the Employer to erode job security of employees covered by the bargaining unit, it is imperative the Employer retain the flexibility to contract out some of the services provided by the Student Health Service in response to technological, financial, operational and/or regulatory changes.

In the event contracting out leads to the layoff of employees covered by this agreement, the Employer will notify AFSCME Council 31 and the local union President in advance of the implementation. The parties will discuss the impact of the proposed contracting out within ten (10) work days of the notification. The Employer shall make reasonable efforts to assist the affected employees in securing other University positions prior to layoff.

Section 11.10: Other Duties As Assigned

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

Section 11.11: Personnel Report

At the request of the Union and within two work days following the request, the Employer will provide the Union with written information regarding personnel transactions involving bargaining

unit employees. Such requests will be honored no less than twice per month.

The report will include names, departments, and job classifications of bargaining unit members. The report will also include the following personnel transactions and the effective date: new hire, reclassification/reallocation, reassignment, promotion, demotion, resignation, retirement, and termination (discharge). This listing and information will be provided electronically when the Employer completes development of a new Human Resources Information System (HRIS) and implements that system for campus administrative units.

In May and November of each calendar year, the Employer shall provide a separate listing to the Union including the employee's name, classification, hourly rate of pay, employment date, and date in classification, and the last four digits of the employee's social security number. This listing will also include the employee's home address and phone number.

The Employer will provide the name of the employee designated to provide such information. The Union will provide the name of the employee designated to receive the information. This listing and information will be provided electronically when the Employer completes development of a new Human Resources Information System (HRIS) and implements that system for campus administrative units.

ARTICLE XII HOURS OF WORK - OVERTIME

Section 12.01: General Provisions

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

Permanent schedule changes shall be made only with a 30-day advance notice given to employees unless otherwise agreed upon by the employee and the Employer.

Section 12.02: Interrupted Meal Periods

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

Section 12.03: Flex Time

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

This Article does not preclude schedules of less than seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week. Such schedules shall be considered part-time

and may be changed at any time by mutual agreement between the employee concerned and the Employer. FLSA-exempt employees will not receive daily or weekly overtime and are not subject to compensatory time or call time provisions.

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

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

Section 12.04: Overtime Authorization and Pay

All overtime work must be authorized by the employee's supervisor or designee prior to beginning such work.

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

Section 12.05: Overtime Procedures

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

The University will offer vacant shifts to eligible permanent employees, including part-time employees, before exercising its right to utilize temporary employees. Overtime pay will be provided only when the provisions outlined in Section 12.03 are met.

Section 12.06: Comp Time

Compensatory time may be afforded in lieu of overtime pay. Prior to any extra work assignment, the supervisor and employee concerned shall mutually agree as to whether compensatory time or overtime pay will be afforded. No employee will be compelled to work overtime for compensatory time if they choose overtime pay.

The use of accumulated compensatory time shall be granted based on the operational needs of the unit. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory

time is banked until used, paid out at time of separation of service with the Employer, or when moving from a non-FLSA-exempt position to an FLSA-exempt position.

Section 12.07: Call Time

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

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

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

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

Section 12.08: Rest Periods

All full-time bargaining unit employees shall be entitled to two (2) fifteen minute paid breaks. Normally breaks will occur approximately midway in the first half of the shift and approximately midway in the second half of the shift and shall be scheduled at the discretion of the employer. Part-time employees shall be entitled to one (1) fifteen minute paid break for every 3.75 hours worked. Normally breaks shall be uninterrupted except in the case of non-recurring emergency or unique situations. An employee whose break was interrupted shall be allowed to return to break when the situation that led to the interruption is completed and if operational needs will permit the return to break.

In the event breaks are routinely interrupted or not provided, the employee should report the issue to their immediate supervisor and the Health Service Director for resolution.

Section 12.09: Meetings

When an employee covered by this Agreement is required by the Employer or its representatives to attend meetings, not covered by the Continuing Education/Professional Development Article(s) in this agreement, at times outside the employee's regularly scheduled working hours, the applicable rates shall apply, based on employment status, FLSA standards, and other contractual provisions regarding pay rate standards.

ARTICLE XIII
LABOR/MANAGEMENT COMMITTEE

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

This committee shall consist of up to four (4) bargaining unit employees and up to four (4) Employer representatives. Each party shall designate their respective team members. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. Employees must give reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University.

This committee shall have responsibility for:

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

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

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

ARTICLE XIV
PROBATIONARY PERIODS - STATUS APPOINTMENTS

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

procedure. Upon successful completion of the probationary period, the employee shall become a status employee.

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

ARTICLE XV LAYOFF PROCEDURE

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

ARTICLE XVI FILLING OF PERMANENT VACANCIES IN BARGAINING UNIT

Section 16.01: Definition of a Permanent Vacancy

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

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

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

Section 16.02: Notice of and Application for Vacancies

Vacancies in bargaining unit positions will be posted online at IllinoisState.edu/jobs. All applications must be made on-line through the online recruitment system. A printout of the electronic postings for vacancies in student health services will be posted on the union's bulletin board in Student Health Services.

Section 16.03: Filling of Vacancies

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

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

Section 16.04: Reassignments

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

ARTICLE XVII POSITION CLASSIFICATION REVIEW

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

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

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

ARTICLE XVIII EVALUATIONS

The Union and the University encourage periodic evaluation conferences between employees and their supervisor to discuss and review work performance, attendance, conduct, and other items included in the evaluation instrument. Comments made by the supervisor in the evaluation should highlight strengths of the employee as well as any weaknesses or areas in need of improvement. Any comments offered by the supervisor in the performance evaluation with respect to areas needing improvement shall not by themselves be considered as an “Verbal Support” or “Performance Improvement Discussion” in the progressive discipline system subscribed to by the parties in Article VI, Valuing Individual Performance. Such comments do, however, qualify as notice to the employee of areas needing to be corrected or improved.

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

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

During a periodic evaluation conference the employee and supervisor may also discuss matters related to the employee’s civil service job description. Upon request of the employee, the supervisor will provide to the employee a copy of her/his current job description.

ARTICLE XIX BENEFITS

Section 19.01: Benefits During Contract Period

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

Section 19.02: Holidays/Administrative Closures

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

Section 19.03: Vacation/Personal Leave

Vacation and accumulated compensatory time off shall normally be scheduled no later than two (2) weeks in advance of the requested absence. Management will make every reasonable effort

to respond to employee's request for leave within one (1) week of receipt of the request. Vacation requests received later than two weeks prior to the requested absence will be reviewed and approved based on operational needs.

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

Section 19.04: Bereavement Leave

An employee shall be granted, without loss of salary, bereavement leave of up to three work days due to the death of a member of the immediate family or household member. A member of the immediate family or household member is defined as husband, wife, domestic partner, mother, father, brother, sister, children, grandchildren, grandparents, mother-in-law, father-in-law, step parents, or any other relative within the first degree living in the same household.

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

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

Section 19.05: Continuing Education/Professional Development

The University has a vested interest in attracting and retaining highly qualified and skilled health service staff. To this end the Employer supports continuing education opportunities for its employees within financial and operational constraints.

The Employer shall provide time off with pay for employees to attend continuing education and professional development meetings or workshops only under the following conditions:

- Attendance is approved by the Employer based on operational needs of the unit including but not limited to the time of year and staffing level.
- The number of days and hours will be limited to the number of days and hours outlined in the chart below.
- All paid time will be at the straight time rate of pay.

Any time beyond the days or hours afforded in the chart below would be voluntary training and the employee would need to take vacation and/or comp time. Unless continuing education and/or professional development meetings or workshops are designated by the employer as “mandatory,” no overtime will be paid.

While not required, employees are encouraged to schedule continuing education and professional development during academic breaks (Fall, Spring & Summer) whenever possible. Time off for this purpose will not normally be approved during the first four weeks of each semester.

Employees covered by this agreement will develop and submit for approval a general annual plan for continuing education and professional development. All plans shall be submitted for approval to the employee's immediate supervisor by May 1st for the upcoming fiscal year.

Plans for continuing education and professional development will be evaluated on the basis of the following criteria:

- Fulfills the established professional development goals for the employee as indicated in the annual plan for continuing education and professional development
- Fulfills continuing education requirements
- Benefits the department and the services to students
- Promotes positively and visibly the institution and division at the regional and national levels in pertinent professional organizations
- Provides for future services to students consistent with the department's mission, vision or values.

Full-time status employees covered by this agreement will be provided reimbursement for documented and valid expenses incurred during attendance at approved continuing education and professional development courses in accordance with the table below. Part-time, status employees with 50% or greater FTE will be eligible for the amount indicated in the table prorated by her or his full time equivalency (FTE). (e.g. An employee whose appointment is .50 FTE will be eligible for 50% of the applicable amount indicated in the table.)

Classification (s)	Allowance/ Fiscal Year/ Employee	Release Days & Hours Per Year
Nurse Practitioners	\$1250	5days or 37.5 hours
Health Service Nurse	\$500	3 days or 22.5 hours
Licensed Practical Nurses	\$350	2 days or 15.0 hours
Pharmacy Technician I	\$250	2 days or 15.0 hours
Pharmacy Technician II	\$250	2 days or 15.0 hours
Medical Radiographer I	\$250	2 days or 15.0 hours

Medical Radiographer II	\$250	2 days or 15.0 hours
Medical Laboratory Technician II	\$500	3 days or 22.5 hours
Medical Technologist I	\$500	3 days or 22.5 hours

Fees associated with licensure renewal are not reimbursable expenses under this article. The amounts in the table reflect a total amount for reimbursement for continuing education and professional development combined for each fiscal year. Employees may accumulate Continuing Education or Professional development reimbursement allowances not to exceed the value of two years of said allowance. In the event an employee does not utilize all release days or hours in any given fiscal year, the remaining hours will not be carried over into the next fiscal year.

At the discretion of the Student Health Services Director, employees eligible for reimbursement may also be offered the opportunity to attend additional education/training at the University's expense.

Probationary employees shall be afforded continuing education and professional development opportunities at the discretion of the Student Health Services Director and based on operational needs and financial considerations.

ARTICLE XX WAGES

Section 20.01: Across-the-Board & Additional Increases

Effective July 1, 2010, a 2.5% across-the-board pay increase will be implemented for employees in the unit on September 1, 2010 and still active on payroll at the time the contract is signed and wages implemented.

Section 20.02: Retroactive Pay

Retroactive pay to July 1, 2010, shall be afforded according to the conditions outlined by mutual agreement of both parties. Employees who were in the bargaining unit on or before July 1, 2010 and who remain employed at the University through final ratification shall be eligible for retroactive pay.

Section 20.03: Hiring Ranges – New Employees

Title	FY 2011 Hiring Range Minimum	FY 2011 Hiring Range Maximum
Pharmacy Tech I	13.78	16.53
LPN II	16.02	19.22
Medical Lab Tech II	17.09	20.5
Medical Radiographer II	19.94	23.93
Pharmacy Tech II	18.53	22.23
Medical Technologist	19.65	23.59
Clinic Nurse	20.94	25.13
Nurse Practitioner	36.03	43.24

While the hiring ranges are intended to provide flexibility in recruiting talented and experienced staff, no new employee will be hired at a rate greater than that paid to existing employees in the same classification with the same (or greater) number of years of experience (equivalent or higher level in the same field) with any employer, including Illinois State University, unless the current employee is brought up to the same rate of pay.

The University will maintain full-time equivalent experience for current employees. When the university is ready to fill a vacancy, full-time equivalent experience will be updated for the appropriate classification. The successful candidate's full-time equivalent work experience will be determined using the same methodology used to determine full-time equivalent experience for current employees. Once the candidate's experience is determined, the hiring department may establish a starting salary within the negotiated hiring range. Human Resources will ensure other salaries are adjusted if necessary to be in compliance with this section.

This section of the contract is not subject to the grievance process outlined in Article VII.

Section 20.04: Temporary Assignments

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such an assignment shall in no way interfere with the Union's right to represent the employee and in no case shall the employee's wage be reduced during such temporary assignment. The Union shall be notified of any such temporary assignment. Bargaining unit employees who are assigned to temporarily perform the distinguishing features (as determined by the class specifications) of a position in a higher classification shall be granted

an adjustment of ten percent (10%) of their base pay, provided that the additional duties are performed for ten (10) consecutive work days. At such time as the ten (10) consecutive work day minimum has been reached, the adjustment shall be retroactive to the first day of the assignment and continue until the employee returns to their previous assignment.

Section 20.05: Promotion and Voluntary Demotion Pay Determinations

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

Section 20.06: Movement from Open Range

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

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

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

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

Section 20.07: Differential Pay

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

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

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

Section 20.08: Pay for Advanced Skills

A Nurse Practitioner shall be paid 1.5 times his/her hourly rate for hours worked performing colposcopy and cervical cryo therapy at Illinois State University Health Services. In the future, other procedures may be added to this list by mutual agreement of the parties.

Section 20.09: Immunization Coordinator Differential

Any Licensed Practical Nurse designated as the Immunization Coordinator shall receive an additional \$2.00/hour added to his/her base for as long as the designation and responsibilities continue.

**ARTICLE XXI
ENTIRE AGREEMENT**

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

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

**ARTICLE XXII
TERMINATION**

This Agreement is effective upon ratification/approval of both parties and expires at 11:59 p.m., June 30, 2012, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no earlier than 90 days but no later than 30 days prior to the beginning of each fiscal year that it desires to modify or terminate this Agreement. The parties shall negotiate wage increases for FY 2012 and FY 2013. The notice requirements outlined above also apply to wage re-openers.

This Agreement shall remain in full force and effect during the entire period of negotiations for a successor or modified Agreement, and shall automatically be extended until such time as a successor or modified Agreement is approved by both parties, effective date of termination notwithstanding. Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article VI, No Strike - No Lockout.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this ___ day of _____, 2010.

On Behalf of the Board of Trustees of Illinois State University

BY _____ BY _____
University Chief Spokesperson President

BY _____ BY _____
Associate Vice President, Vice President,
Human Resources Finance & Planning

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

BY _____ BY _____
Staff Representative, AFSCME Council 31 President, Local 3236

Welfare To Work MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 3236
AND ILLINOIS STATE UNIVERSITY**

Both parties acknowledge that welfare-to-work legislative initiatives may at some time in the near future impose certain regulations on the Employer. If such legislation cannot be accommodated through normal and customary University employment practices and subsequent job assignments, but instead imposes unusual conditions which directly impact those positions represented by the bargaining unit, both parties shall meet to discuss issues which arise as a result of such legislative mandates. Absent legislative mandates, the utilization of welfare-to-work recipients will not negatively impact the integrity of the bargaining unit.

FOR THE EMPLOYER:

FOR THE UNION:

