

AGREEMENT

by and between

**The Board of Trustees of the
University of Illinois**

and

**Local Union No. 138
International Alliance of Theatrical Stage
Employees and Moving Picture Machine Operators
of the United States and Canada**

Effective August 27, 2006 through August 23, 2009

Springfield, Illinois

Table of Contents

ARTICLE I - RECOGNITION.....	1
Section 1. Recognition.....	1
Section 2. Purpose of the Agreement.....	1
ARTICLE II - LIMITATIONS.....	1
Section 1. Limitations	1
ARTICLE III - SCOPE OF AGREEMENT	2
ARTICLE IV - MANAGEMENT RIGHTS	3
ARTICLE V - UNION RIGHTS	3
Section 1. Access to the Facilities of the Employer	3
Section 2. Investigation of Grievances	4
ARTICLE VI - EMPLOYER-UNION RESPONSIBILITIES	4
Section 1. Prohibition of Discrimination.....	4
Section 2. Union Activity	4
Section 3. Employer Responsibility.....	4
Section 4. Union Responsibility	4
ARTICLE VII - NO STRIKE - NO LOCKOUT	5
Section 1. Activities Prohibited	5
Section 2. Union Responsibility	5
Section 3. No Lockout	5
Section 4. Judicial Restraint and Damages.....	5
ARTICLE VIII - STAFFING	5
Section 1. Staffing Levels.....	5
Section 2. Traveling Shows	6
Section 3. Non-Yellow Card Shows	6
ARTICLE IX - WORK RULES	6
Section 1. Examination Requirements.....	6
Section 2. Starting and Ending Work	7
Section 3. Yellow Card Show Requirements.....	7
Section 4. Film and Television Coverage of Events.....	7
Section 5. Call Time	8
Section 6. Rehearsals	8
Section 7. Safety	8

ARTICLE X - HOURS OF WORK.....	8
Section 1. Purpose.....	8
Section 2. Workweek.....	8
Section 3. Work Period.....	8
Section 4. Meal Breaks.....	9
Section 5. Rest Periods.....	9
 ARTICLE XI - OVERTIME	10
Section 1. Purpose.....	10
Section 2. Definition.....	10
Section 3. Overtime Compensation.....	10
Section 4. Exclusion From Overtime.....	10
 ARTICLE XII - GRIEVANCE PROCEDURE.....	10
Section 1. Purpose.....	10
Section 2. Definitions.....	11
Section 3. Representation.....	11
Section 4. Content of Grievance - Grievance Form.....	11
Section 5. Compliance With Procedure.....	11
Section 6. Procedures For Handling Grievances.....	11
A. Step One.....	11
B. Step Two.....	12
C. Step Three.....	12
D. Step Four.....	12
E. Step Five.....	12
Section 7. Provisions Applicable to Arbitration Proceedings.....	13
A. Representation Rights.....	13
B. Selection of Arbitrator.....	13
C. Arbitration Time and Place.....	13
D. Functions of the Arbitrator.....	13
E. Arbitration Fees and Costs.....	14
F. Authority of the Arbitrator.....	14
Section 8. Miscellaneous Provisions Related to Grievance-Arbitration.....	14
 ARTICLE XIII WAGES.....	15
Section 1. Hourly Rates.....	15
Section 1. Hourly Rates Years Two and Three.....	15
Section 2. Riggers.....	16
 ARTICLE XIV - PER CAPITA TAX DEDUCTION.....	17
 ARTICLE XV - REASONABLE SUSPICION AND DRUG TESTING.....	17
 ARTICLE XVI - SAVINGS CLAUSE.....	17

ARTICLE XVII - ENTIRE AGREEMENT AND TERM OF AGREEMENT 17
 Section 1. Entire Agreement 17
 Section 2. Term of Agreement 17
 Section 3. Status During Negotiations 17
 Section 4. Commencement of Negotiations 18

ACCEPTANCE BY THE PARTIES19

APPENDIX “A” “A”-1

APPENDIX “B” - EXTRA HELP STAGEHAND..... “B”-1

AGREEMENT
by and between
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
LOCAL #138 OF THE INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE
MACHINE OPERATORS OF THE UNITED STATES AND CANADA
Effective August 27, 2006 through August 23, 2009

This Agreement made and entered into by and between the Board of Trustees of the University of Illinois, a public cooperation (hereinafter referred to as Employer), and Local #138 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (hereinafter referred to as Union) in behalf of certain nonacademic employees of the Employer identified in Article I hereof.

ARTICLE I
RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit. The bargaining unit consists of the class title of "Extra Help Stagehand" and "Assembly Hall Stagehand (full-time)."

Section 2. Purpose of the Agreement

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service mission of the University.

ARTICLE II
LIMITATIONS

Section 1. Limitations

A. This Agreement 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 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 Agreement;
- 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 among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

C. Previous agreements and commitments by and between the Parties, contradictory to provisions thereof, are agreed to be null and void as of the effective dates of this Agreement.

ARTICLE III SCOPE OF AGREEMENT

This Agreement covers the employment of Extra Help Stagehands by the Employer in the operation of the University of Illinois at Springfield (UIS) Auditorium and the Studio Theater. When the nature of an activity in the UIS Auditorium or the Studio Theater requires the employment of bargaining unit members, they shall be employed in accordance with policies and procedures established by the Employer. The characteristic duties and minimum qualifications for the class title of Extra Help Stagehand are set out in Appendix B. Included therein are the duties commonly understood by the Parties to be performed by "Stage Carpenters," "Property men," "Soundmen," "Flymen," "Costumers," and "Loaders," except work performed by "riggers."

This Agreement also covers the employment of Assembly Hall Stagehands by the Employer in the operation at the (UIS) Auditorium and the Studio Theater. The characteristic duties and minimum qualifications for the class title of Assembly Hall Stagehands are set out in the classification specification.

Except as limited elsewhere in this Agreement, bargaining unit members shall place and operate all sets, scenery, props, turntables, fly floor, switchboards, consoles, spotlights, lighting equipment, sound equipment, lighting effects, sound effects, electrical equipment and special effects controlled by steam, water, air, and electricity whether made on film, tape, or otherwise, and whether reproduced by means of motion picture projectors, or devices, or combinations of the foregoing or by any means and/or methods now used or which may hereafter be adopted by the Employer.

As determined by the Employer, bargaining unit members may be required to repair scenery, props, and/or stage equipment within the normal UIS Auditorium and Studio Theater production areas. The facilities of the Employer to which this Agreement applies are designed so that "riggers" are not normally required. "Riggers" will be used when work must be performed at unsecured heights in other than normal production areas or under special circumstances determined by the Employer.

In anticipation of the need for Extra Help Stagehands, the Union may refer candidates to the Employer for inclusion on the extra help employment register maintained by the Employer. The Employer shall, from time to time, select sufficient numbers of employees from such register to meet operational needs.

ARTICLE IV MANAGEMENT RIGHTS

The Employer retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in the Board of Trustees whether exercised or not, including the management of the University and the designation and definition of its mission. All rights and responsibilities having to do with or encompassing managerial policy or determination of policy, establishment of rules and regulations for operations, budget and fiscal administration, organizational structure, standards of service, selection and direction of bargaining unit members, and other responsibilities within inherent management authority including, but not limited to:

- 1) the right to select or employ supervisory employees, including stage managers, department heads, and their assistants;
- 2) the right to determine the size of the work force, including the number of employees assigned to any particular operation;
- 3) the right to subcontract any or all of the operations performed by members of the bargaining unit; and
- 4) the right to establish and enforce rules and regulations pertaining to the personal conduct and deportment of employees and the determination of employee competency shall be limited only by the specific and explicit terms of this Agreement.

ARTICLE V UNION RIGHTS

Section 1. Access to the Facilities of the Employer

The Employer agrees that, upon giving notice in advance to the Employer's designee and subject to the operating needs of the Employer, the Union business agent shall have access to the facilities of the Employer covered by this Agreement while members of the bargaining unit are working. Such visitation shall be expressly limited to the administration of this Agreement. The Union agrees to conduct such activities in a manner that will not interfere with the orderly operations of the Employer.

Section 2. Investigation of Grievances

One (1) Union steward may, with the approval of the Employer's designee, leave his/her assigned work for the express purpose of investigating an alleged grievance. The steward shall be in a non-pay status while so occupied if advance approval has not been obtained from the Employer's designee.

ARTICLE VI EMPLOYER-UNION RESPONSIBILITIES

Section 1. Prohibition of Discrimination

Neither the Employer nor the Union shall discriminate against any bargaining unit member on the basis of that bargaining unit member's race, color, religion, sex, age, national origin, disability, or status as a disabled veteran or veteran of the Vietnam War, marital status, sexual orientation, or political affiliation.

Section 2. Union Activity

The Employer and the Union agree that neither party shall discriminate against or coerce any bargaining unit member regarding membership or nonmembership in the Union. The parties to this Agreement recognize that Union membership is entirely a matter of each bargaining unit member's free choice and determination.

Section 3. Employer Responsibility

The Employer shall not discriminate against stewards or officers of the Union who may be engaged in the negotiation of a collective bargaining Agreement with the Employer or the adjustment of grievances as provided in Article XII of this Agreement.

Section 4. Union Responsibility

The Union agrees that, during the term of this Agreement, neither the Union nor any officer, steward, or member may solicit membership or engage in Union activity with bargaining unit members during their working hours on the premises of the Employer. The Union recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit members equally.

Further, the Union agrees that members of the bargaining unit shall accept work assignments, comply with work schedules, and obey rules established by the Employer insofar as they do not conflict with specific provisions of this Agreement.

**ARTICLE VII
NO STRIKE - NO LOCKOUT**

Section 1. Activities Prohibited

During the term of this Agreement or any extension thereof, neither the Union nor its agents or any bargaining unit member for any reason will authorize, instigate, aid, promote, sponsor, condone, or engage in any slow-down, work stoppage, strike, sympathy strike, informational picket, or any other interference with the operations of the Employer.

Section 2. Union Responsibility

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage any employee violating Section 1. above to return to work.

Section 3. No Lockout

The Employer will not lock-out any bargaining unit member during the term of this Agreement as a result of a labor dispute with the Union.

Section 4. Judicial Restraint and Damages

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE VIII
STAFFING**

Section 1. Staffing Levels

In consideration of the Employer's obligation to the educational requirements of its students and its public service mandate to the community, it is agreed by the parties to this Agreement that students and/or University employees will make up a portion of Yellow Card calls. The Employer will attempt to maintain a balance in employment over the season with the following provisions:

1. Bargaining unit members will fill at least two-thirds (2/3) of the call for Yellow Card shows and at least one-third (1/3) of the calls for non-Yellow Card shows.
2. The Employer may hire students of the University not to exceed one-third (1/3) of the total number of stagehands required for any Yellow Card show. Such students will be employed in accordance with the policies and practices of the Employer governing student employment. Students hired to staff a Yellow Card show will be paid at a rate

determined by the Employer. In the case of non-Yellow Card events, students will be paid at their regular rate.

3. Students, volunteers, and/or University employees will staff educational events, appearances by speakers and/or panels, demonstrations, conferences and institutes, continuing education functions, classes, and civic events. Should one or more members of the bargaining unit be called for one of these events, it shall be on a one time only basis and shall not establish a precedent for claiming work for similar events in the future.
4. UIS Auditorium and Studio Theater supervisors do not count toward the Yellow Card show staffing levels even though they may be performing the same duties as members of the bargaining unit.
5. Staffing will be amended with the understanding that full-time staff (Assembly Hall Stagehands) will work a flexible work week schedule. Management reserves the right to schedule full-time staff prior to contacting and scheduling extra-help staff.

Section 2. Traveling Shows

The Union agrees that crew members employed by all events including traveling shows, shall be allowed to perform their assigned functions. The Union shall not attempt to prevent such crew members from working or require the assignment of additional bargaining unit members to "assist" them, to "stand by" for them or to serve as "back up".

Section 3. Non-Yellow Card Shows

It is agreed by the parties to this Agreement that for any attraction not under the provisions of a Yellow Card, the numbers and classifications of personnel required to staff such attractions shall be determined by the Employer as advised by the management of the attraction involved.

ARTICLE IX WORK RULES

Section 1. Examination Requirements

Before being placed on the extra help register maintained by the Employer, prospective members of the bargaining unit may be required to take and pass a physical examination, at the Employer's expense, as well as any written and/or oral job knowledge test that may be required by the Employer. The Employer may also require periodic physical examinations of continuing members of the bargaining unit. Examination requirements established by the State Universities Civil Service System (SUCSS) will apply to all applicants for the position of Assembly Hall Stagehand.

Section 2. Starting and Ending Work

Bargaining unit members shall individually check in for work and check out after work at such places and in such manner as determined by the Employer. Members of the bargaining unit will check out after work individually and without regard to the completion of work by departments.

Section 3. Yellow Card Show Requirements

- A. The Employer agrees to provide the Union with notification of a contract for the presentation of a Yellow Card attraction at least thirty (30) calendar days prior to the scheduled date for such presentation. The notification will include the name of the attraction as well as the name and telephone number of the contact person for the presentation.
- B. It shall be the responsibility of the Union to contact the attraction office to insure proper receipt of the Yellow Card. Upon receipt of the Yellow Card, the Union shall advise the Employer of the Yellow Card requirements. The parties to this Agreement acknowledge the requirements of the current Yellow Card to be acceptable, final, and binding. The Union will not attempt to add to the numbers or classifications of bargaining unit members required by the current Yellow Card or introduce any variables for local conditions insofar as Yellow Card requirements are concerned.
- C. Should the Union withhold the Yellow Card requirements from the Employer, the Employer may staff the show as if it were not a Yellow Card show and the hourly rate for non-Yellow Card shows will apply.
- D. The Employer reserves the right to increase or reduce the size of the crew for a Yellow Card show as influenced by work requirements as determined by the Employer. Bargaining unit members required for a Yellow Card show, employed at the discretion of the Employer, shall be paid at the Yellow Card rate as set forth in Appendix "A" of this Agreement.
- E. Bargaining unit members hired by the Employer for a function separate from a Yellow Card show and performing no work in connection with the Yellow Card show shall be paid at the non-Yellow Card rate set forth in Appendix "A" of this Agreement even though a Yellow Card show is on the premises of the Employer.

Section 4. Film and Television Coverage of Events

It is understood and agreed by the parties that the televising of an attraction presented in the facilities of the Employer covered by this Agreement shall not affect the rate of pay for bargaining unit members hired by the Employer for the presentation of such attraction.

Section 5. Call Time

Call time for all members of the bargaining unit hired by the Employer and assigned to the staging of any event held in the facilities of the Employer covered by this Agreement shall be determined by the Employer except for those Yellow Card shows sending advance notice of their call times for take-in. For pay purposes, time will start at the announced call time or when the bargaining unit member checks in for work, whichever is later, and shall end when the bargaining unit member checks out after work, or at the end of the minimum call guarantee period if one is applicable, whichever is later.

Section 6. Rehearsals

Rehearsals shall be staffed as a call or call back subject to the rates and conditions set forth in this Agreement. Rehearsals shall be staffed according to the actual needs of the rehearsal as determined by the Employer.

Section 7. Safety

The Employer agrees to attempt to provide safe working conditions for members of the bargaining unit while working in the facilities of the Employer covered by this Agreement. The Union agrees that members of the bargaining unit will wear and otherwise use all recommended safety equipment provided by the Employer.

ARTICLE X HOURS OF WORK

Section 1. Purpose

This Article is intended to define the normal workweek and hours of work per work period in effect at the time of this Agreement.

Section 2. Workweek

The standard workweek as established by the Employer is the recurring one hundred sixty-eight (168) hour period beginning at 5:01 a.m., Monday morning and ending at 5:00 a.m. the following Monday.

Section 3. Work Period

A work period shall consist of the twenty-four (24) hour period from 5:01 am. To 5:00 a.m. the next day. The initial assignment of work for a work period shall be a call. A call is defined as an official assignment of work by the Employer. A call has a four (4) hour minimum. Calls may be classified as "IN'S, OUT'S, PERFORMANCE'S, REHEARSALS or GENERAL WORK calls. Multiple calls on the same day may be used to adjust the number of employees by adding or subtracting numbers of employees for separate calls; provided however, such separate calls shall not effect the determination of when overtime rates apply. Overtime rates apply to **NON YELLOW CARD SHOWS ONLY.**

For PERFORMANCES and REHEARSALS, calls shall commence 30 minutes or 1 hour prior to such rehearsal or performance. This determination will be made by the event promoter or his designee.

If the actual call, performance or rehearsal is less than three hours in duration, i.e. ends prior to the end of the four hour minimum, the balance of time remaining shall not be utilized for other services except the striking of the last act.

During a work period employees brought back to continue work after an unpaid period of sixty (60) minutes shall be guaranteed 1 hour minimum pay and the time will be considered as part of the preceding work call.

A call back is defined as an official assignment of work by the Employer which is not continuous to a call but originates in the same work period. A call back for a **LOADOUT ONLY** has a three (3) hour minimum.

A call which continues into the next work period shall only be counted as hours worked for the work period in which the call originated.

Assembly Hall Stagehands (full-time employees) will work a flexible thirty-seven and one-half (37.5) hour work week as referenced in Article XI, Overtime. Management will notify employees of the planned work periods by the end of the preceding work week. However, management reserves the right to alter the work periods to meet management needs such as employee illness and vacation.

Section 4. Meal Breaks

The Employer will attempt to provide a one (1) hour unpaid meal break at normal meal times. The Employer will notify the touring show company manager that meal breaks must be taken at appropriate times. Bargaining unit members will be paid for meal breaks of less than thirty (30) minutes, except when the meal is provided by the Employer in which case an unpaid meal break must be taken.

Section 5. Rest Periods

Employees are permitted a rest period of fifteen (15) minutes during each half-day of work at times scheduled by the Employer. The rest period shall be preceded and followed by an extended period of work; thus it may not be used to cover an employee's late arrival or early departure, nor may it be regarded as accumulative if not taken.

ARTICLE XI OVERTIME

Section 1. Purpose

This Article is intended to define overtime and to provide the basis for the calculation and payment thereof. It shall not be construed as a guarantee of work per day or per week, or of days of work per week.

Section 2. Definition

Assembly Hall Stagehands (full-time employees) will work a flexible work schedule consisting of thirty-seven and one-half (37.5) hours during a normal calendar week [seven consecutive twenty-four (24) hour days beginning at 5:01 a.m. Monday]. Overtime is defined as time worked in excess of twelve (12) hours in a normal twenty-four (24) hour day. Hours worked during a call or call back which continue into the next work week period shall count only toward computing overtime for the work week in which the call or call back originated.

For Extra-help stagehands, overtime is defined as time worked in excess of eight (8) hours in a work period. Hours worked during a call or call back which continues into the next work period shall count only toward computing overtime for the work period in which the call or call back originated.

Minimum guarantee time paid but not actually worked by the employee does not count as time worked for purposes of computing overtime.

Section 3. Overtime Compensation

Employees required to work overtime as set forth in Section 2 above shall be compensated at one and one-half (1-1/2) times the basic straight time hourly rate of pay as set forth in Appendix "A".

Section 4. Exclusion From Overtime

Bargaining unit members hired under Yellow Card requirements at Yellow Card rates as specified in Appendix "A" of this Agreement shall be excluded from any overtime payment while paid at such rate.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Purpose

The Employer and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of

grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for bargaining unit members except as otherwise provided by law.

Section 2. Definitions

A *grievance* is defined as an allegation by a bargaining unit member that there has been a violation or wrongful interpretation of a specific provision of the Agreement.

The term *grievant* shall mean a bargaining unit member who alleges in a grievance that he/she has been directly and individually harmed by a violation or wrongful interpretation of a specific provision of this Agreement.

Section 3. Representation

The Union may, with the consent of the bargaining unit member, represent a bargaining unit member in a grievance filed under this Article or the bargaining unit member may choose to represent himself/herself in a grievance filed under this Article. If a bargaining unit member chooses to represent himself/herself, he/she shall so inform the Union and the Employer at the time of filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

Section 4. Content of Grievance - Grievance Form

A grievance *must* be signed and dated by the grievant. The grievance must set forth the specific article(s) of the Agreement alleged to have been violated; contain a specific description of the grounds for the grievance including the names, dates, times and documents necessary for a complete understanding of the grievance; contain a statement of the harm alleged and the remedy sought; and state whether the grievant wishes to have a Union representative at the various steps of the formal grievance process.

Section 5. Compliance With Procedure

All grievances must be filed in accordance with the procedures in this Article. If it is necessary for a bargaining unit member to participate in a grievance or arbitration proceeding during working hours, the bargaining unit member's salary shall neither be reduced nor increased for time spent in such activities.

Section 6. Procedures For Handling Grievances

- A) Step One. - Within thirty (30) calendar days after the first occurrence, or within thirty (30) calendar days after the employee should become aware of the circumstances or conditions causing the grievance, the employee(s) should orally present the grievance to the immediate supervisor. The immediate supervisor shall then make every attempt to resolve the grievance immediately and shall give an oral answer to the employee within seven (7) calendar days after the close of the discussion.

- B) Step Two. - If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the Department Head within seven (7) calendar days from the date of the supervisor's oral response as outlined in Step 1. The written grievance, on a standard form, shall be signed by the employee and the Union Steward or other representative, and shall contain a complete statement of facts, the provision or provisions of the Agreement or of University policies and procedures which the Employer is alleged to have violated, and the relief sought. The Department Head shall respond to the employee in writing within fifteen (15) calendar days of receipt of the written grievance.
- C) Step Three - If the grievance is not resolved in Step 2 and the employee wishes to appeal the grievance to Step 3, it shall be presented by the employee to the Chancellor's designee within seven (7) calendar days of the Department Head's response outlined in Step 2. Within fifteen (15) calendar days, the Employer's designee and the employee and his/her representative shall meet to discuss the grievance. The Employer's designee shall respond in writing within fifteen (15) calendar days of the meeting.
- D) Step Four – University Review. If the grievance is not settled at Step Three and the grievant or the Union wishes to appeal the grievance to Step Four, the grievant or the Union may file a written request for review with the Director of Human Relations and University Equal Opportunity within seven (7) calendar days after the Step Three decision is received or due. Upon receipt of an appeal, the Director of Human Relations and University Equal Opportunity, or his/her designee, will make a complete and thorough review of the written record of the grievance, request any additional information, or conduct any further investigation he/she feels necessary, which may include a hearing. The written decision shall be issued within thirty (30) calendar days after receipt of the appeal.
- E) Step Five If the decision or grievance resolution proposed by the Director of Human Relations and University Equal Opportunity, or his/her designee, is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration. Any such written notice must be filed with the Associate Vice President for Administration and Human Resources, within fifteen (15) calendar days of receipt of the Step Four decision/proposal.

Section 7. Provisions Applicable to Arbitration Proceedings

A. Representation Rights

Any grievant shall have the right to represent himself/herself at the arbitration stage; provided, however, that if the grievant so elects, he/she shall be responsible for one-half of the arbitration costs and the Employer shall be responsible for one-half of the arbitration costs.

Any grievant may alternatively elect to be represented by the Union at any stage of this procedure.

Nothing contained herein shall require the Union to represent a grievant at the arbitration stage.

B. Selection of Arbitrator

The parties shall jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators from which to select an arbitrator. Either party may request of the Federal Mediation and Conciliation Service (FMCS) another list if none of the arbitrators are found acceptable. Upon acceptance of the first or second list the parties shall alternately strike one (1) name from the list until one (1) name remains. The Union (or the grievant if not represented by the Union) shall strike first as the party requesting arbitration. If the arbitrator selected is unable to hear the grievance, another list shall be requested and the selection process repeated until an arbitrator is selected and agrees to serve.

C. Arbitration Time and Place

The arbitrator shall hold the hearing in Springfield unless otherwise agreed to by the parties. The hearing shall be commenced within thirty (30) working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable.

D. Functions of the Arbitrator

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall perform this function subject to the following rules and limitations:

1. The arbitrator's award shall be based solely upon the evidence and legal arguments appropriate to the grievance and presented by the parties at the hearing and in any post-hearing briefs.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto.
3. An award may or may not be retroactive as the equities of each case demand, but in no case shall an award be retroactive to a date earlier than the date the harm occurred.
4. The Employer may present questions of arbitrability either to the arbitrator selected to hear the merits of the grievance or to an administrative agency or court as provided by Illinois law. Where a grievance is found not arbitrable, the arbitrator shall dismiss the grievance.

E. Arbitration Fees and Costs

The arbitrator's fees and expenses shall be shared equally by the grievant/Union and the Employer, but each party shall bear its own cost of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript of the hearing subsequently decides to order a copy of the transcript, that party shall pay for its copy and share equally in the cost of the copy of the transcript provided to the arbitrator.

F. Authority of the Arbitrator

1. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
2. Board of Trustees of University of Illinois Statutes and Rules, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Matters related to the dismissal or the initiation of discharge proceedings against an employee are not subject to arbitration.

Section 8. Miscellaneous Provisions Related to Grievance-Arbitration

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the Employer to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step.

Pending the raising, processing and settlement of the grievance and the award of the arbitrator, the parties agree to abide by all of the provisions of Article VII (No Strike/No Lockout) of this Agreement for the duration of this Agreement.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the Chancellor of the Campus, or his/her designee and the Union Business Representative.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

Either the Employer or the Union (with the written authorization of the grievants) may consolidate grievances on similar issues at any level.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the Employer from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested to the office or last known home address of the addressee.

(This Article represents a deviation from Policy and Rules.)

ARTICLE XIII WAGES

Section 1. Hourly Rates

Hourly wage rates for year one of all bargaining unit members shall be increased by three percent (3.0%) effective December 3, 2006. Wages specified in this Agreement shall become and remain effective as set forth in Appendix "A," attached hereto and a part hereof.

Section 2. Hourly Rates Years Two and Three

The base salary of all bargaining unit members shall be increased in accordance with the campus salary program or by the general percentage amount appropriated by the State of Illinois Legislature for salary increases for University employees (whichever is greater). Wages specified in this Agreement shall become and remain effective as set forth in Appendix "A," attached hereto and a part hereof.

A new supplemental wage agreement shall be executed between the parties as necessary.

Section 3. Riggers

The regular hourly rate for riggers shall be one and one-half (1-1/2) times the Extra Help Stagehand regular rate of pay. Overtime will be paid at two (2) times the Extra Help Stagehand regular rate of pay.

Riggers will be paid with a one (1) hour minimum call if the person used for rigging is already employed on the premises of the Employer, otherwise a two (2) hour minimum call will be paid.

ARTICLE XIV PER CAPITA TAX DEDUCTION

The Employer agrees to deduct a "per capita tax" from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The Union shall provide a form authorizing such deductions and shall certify the current amount of the "per capita tax" to the Employer.

The Union shall give the Employer written notice of any changes in the "per capita tax" at least thirty (30) calendar days prior to the effective date of any such change.

The amount of the above deductions shall be remitted to Local 138, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada after the deduction is made by the Employer with a listing of each employee's name, social security number and individual deduction.

It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "State Salary and Annuity Withholding Act" as amended, in regard to authorization and revocation of voluntary payroll deductions.

The Union shall indemnify, defend, and hold the University, its members, officials, agents, employees or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of the "per capita tax" established by the Union and communicated to the University Administration in compliance with this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the pay of bargaining unit members for the "per capita tax" once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the Employer any funds received pursuant to this Article which are in excess of the amounts which the University Administration has agreed to deduct or any funds received pursuant to this Article which have been deducted in error.

ARTICLE XV REASONABLE SUSPICION AND DRUG TESTING

Bargaining Unit Members shall be covered by the University of Illinois at Springfield Policy on Drug and Alcohol Abuse and Testing.

ARTICLE XVI SAVINGS CLAUSE

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 XVII ENTIRE AGREEMENT AND TERM OF AGREEMENT

Section 1. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties hereto, and supersedes all prior Agreements, commitments, or practices between the Employer and the Union or its employees, officers, or members and expresses all obligations of, 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 within 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. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

Section 2. Term of Agreement

This Agreement shall be effective August 27, 2006 and continue in full force and effect through August 23, 2009. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that either party submits such notification, the other party retains the right to submit proposed modifications to this Agreement during the resulting negotiations.

Section 3. Status During Negotiations

Once the notice called for in Section 2 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) days written notice to the other party of its intention to so terminate.

Section 4. Commencement of Negotiations

The party giving notice of a desire to modify the contract as provided for in Section 2 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.

ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives signed on this _____ day of _____ 2007.

LOCAL UNION #138, INTERNATIONAL
ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING
PICTURE MACHINE OPERATORS
OF THE UNITED STATES AND
CANADA

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: _____
Comptroller

ATTEST: _____
Secretary

BY: _____
Gary Clark, President

APPROVED: _____
Associate Vice President for
Administration and Human
Resources

BY: _____
Union Representative

Assistant Vice President for Human Resources

APPROVED AS TO LEGAL FORM

For University Counsel (Date)

APPENDIX “A”

**TO THE AGREEMENT BETWEEN
THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD
AND THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF
THE UNITED STATES AND CANADA LOCAL 138**

<u>Class</u>	<u>Wage Rate</u> <u>December 3, 2006</u>
<u>Assembly Hall Stagehand</u>	
Regular Hours	\$13.07
Overtime Hours	\$19.61 (after 12 hours/day or 37.5 hours/week)
<u>Extra Help Stagehand</u>	
Yellow Card Shows	\$17.60
Non-Yellow Card Shows	\$15.25 (after 8 hours/day or 37.5 hours/week)

Pay will be calculated to the nearest one-quarter (1/4) hour except where a minimum call guarantee requires otherwise.

APPENDIX “B” EXTRA HELP STAGEHAND

Job Functions

Under direct supervision from the supervisor responsible for the coordination of necessary work, to perform all necessary work required for the preparation, maintenance, and operation of stage lighting, stage grid and rigging; for the operation and maintenance of arena sound and lighting systems; for the set-up and moving of temporary show equipment brought to the operating unit; and for the installation and removal of theatrical scenery and house curtains within the fabric stagehouse.

Characteristic Duties and Responsibilities

1. Perform all work required to maintain the safety, trim, and proper rigging of a grid system, battens, and winched cables.
2. Perform such technical specialties as the splicing of cables and ropes, the use of stage weights and stage braces, the maintenance and the correct use of tie lines, the maintenance and repair of curtains, and the periodic inspection of curtains in storage to prevent damage.
3. Operate the grid control panel and telemetering device.
4. Cut, install, change, and maintain inventories of lighting gelatins.
5. Focus the X-ray lights, eyeball lights, front lights, spotlights, and special lights for general and specific uses.
6. Install special purpose lights on battens and connect them to the electrical system.
7. Relamp those lighting systems which are on dimmers, and maintain both usage records and inventories of special varieties of lamps required there.
8. Put into position before, or during, any public event the microphones designated and select the proper types of microphones for specific purposes.
9. Install and remove stage properties, house curtains within the fabric stagehouse, and scenery.
10. Maintain, operate, and relocate all types of spotlights.
11. Maintain and operate stage batten lights and the allied control panels.

12. Maintain and operate a sound system, patch panel, control panel, amplifiers, and speakers.
13. Maintain, operate, and install projection equipment.
14. Maintain, operate, and install sound recording equipment.
15. Take all precautions to insure safe operation of equipment in the theater grid or other elevated places; be alert to the continuing danger inherent to the catwalks, grid, and light platforms; and help prevent the access thereto of unauthorized persons.
16. Perform assigned functions in connection with closed-circuit television reception.
17. Open and close traveler curtains.
18. Perform related duties as assigned.

Minimum Desirable Qualifications

1. Knowledge of electricity and electronic theories, of sound system operation and maintenance procedures; of theatrical lighting system operation and maintenance procedures; of terminology and principles pertinent to electric, electronic, sound, and light equipment.
2. Knowledge of stage scenery, illumination, and properties; familiarity with equipment and materials pertaining thereto.
3. Knowledge of stage rigging procedures.
4. Ability to operate and maintain properly the sound and lighting equipment appropriate to professional presentation of live-theater productions, addresses, concerts, and similar programs.
5. Ability and willingness to work as directed and to follow instructions.
6. Ability and willingness to work varying and unusual work schedules.
7. Ability to lift heavy objects.
8. Manual dexterity.
9. Normal abilities to hear, see, speak, smell.
10. Mental alertness.