

AGREEMENT

by and between

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO
LOCAL UNION NO. 399**

Effective August 26, 2007 through August 18, 2012

Springfield, Illinois

TABLE OF CONTENTS

	Page
Agreement.....	1
ARTICLE I - RECOGNITION	1
Section 1. Recognition	1
Section 2. Purpose of The Agreement	1
Section 3. New Classification	1
ARTICLE II - LIMITATIONS	2
Section 1. Limitations	2
ARTICLE III - MANAGEMENT RIGHTS	2
ARTICLE IV - UNION RIGHTS	3
Section 1. Access to the Facilities of the Employer	3
Section 2. Investigation of Grievances	3
Section 3. Time Off for Attending Union Conventions	3
ARTICLE V - EMPLOYER-UNION RESPONSIBILITY	4
Section 1. Union Activity	4
Section 2. Employer Responsibilities	4
Section 3. Union Responsibility	4
ARTICLE VI - GENERAL PROVISIONS	4
Section 1. Scope	4
Section 2. Working Conditions	4
Section 3. Savings Clause	5
Section 4. Extension of Benefits and Fees	5
Section 5. Non-Discrimination	5
Section 6. Employee Assistance Program	5
Section 7. Safety Shoes.....	6
ARTICLE VII - LABOR-MANAGEMENT MEETINGS	6
Section 1. Representation/Frequency of Meetings/Subjects of Discussion	6
Section 2. Agenda/Scheduling/Compensation	6
Section 3. Exclusion of Grievances	6
ARTICLE VIII - DUES DEDUCTION AND FAIR SHARE	6
Section 1. Dues Deduction	6
Section 2. Fair Share Fees	7
ARTICLE IX - NO STRIKE - NO LOCKOUT	8
Section 1. Activities Prohibited	8

Section 2. Union Responsibility	8
Section 3. No Lockout	8
Section 4. Cause for Disciplinary Action	9
Section 5. Judicial Restraint and Damages	9
ARTICLE X - HOURS OF WORK	9
Section 1. Purpose	9
Section 2. Work Day	9
Section 3. Work Week	9
Section 4. Work Shift	9
Section 5. Changes in Work Schedules	10
Section 6. University Closure	10
ARTICLE XI - OVERTIME	10
Section 1. Purpose	10
Section 2. Definition	10
Section 3. Overtime Compensation	10
Section 4. Distribution of Overtime	11
Section 5. Call Back Pay	11
ARTICLE XII - WAGES	11
Section 1. Hourly Rates - First Contract Year	11
Section 2. Hourly Rates - 2nd, 3rd, 4th and 5th Contract Years.....	11
ARTICLE XIII - SENIORITY	11
Section 1. Definition	11
Section 2. Application of Seniority	12
ARTICLE XIV - HOLIDAYS	12
Section 1. Holidays	12
Section 2. Holiday Observance	12
Section 3. Pay for Work on a Holiday	12
Section 4. Holidays During Vacation or Sick Leave	13
Section 5. Holidays Considered for Overtime Earning	13
Section 6. Holiday Pay for Part-time Bargaining Unit Members	13
ARTICLE XV - PERSONNEL FILES	13
Section 1. University Personnel Files	13
Section 2. Examination of University Personnel Files	13
Section 3. Recorded Log	13
Section 4. Right to Respond	14
Section 5. Notification	14
ARTICLE XVI - PERFORMANCE EVALUATIONS	14
ARTICLE XVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING	14

ARTICLE XVIII - DISCIPLINE	14
Section 1. Reprimand, Suspension, Demotion, and Discharge	14
ARTICLE XIX - GRIEVANCE PROCEDURE	15
Section 1. Purpose	15
Section 2. Definition - Grievance	15
Section 3. Definition - Grievant	15
Section 4. Content of Grievance - Grievance Form	15
Section 5. Compliance With Procedure	15
Section 6. Grievance Participation	15
Section 7. Procedures for Handling Grievances	16
Section 8. Provisions Applicable to Arbitration Procedures	17
Section 9. Miscellaneous Provisions Related to Grievance-Arbitration	18
ARTICLE XX - ARBITRATION OF DISCHARGE PROVISIONS	19
ARTICLE XXI - ENTIRE AGREEMENT AND TERM OF AGREEMENT.....	20
Section 1. Entire Agreement	20
Section 2. Term of Agreement	20
Section 3. Status During Negotiations	20
Section 4. Commencement of Negotiations	20
ACCEPTANCE BY THE PARTIES	21
APPENDIX A	“A”-1

**AGREEMENT
BY AND BETWEEN
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THE UNIVERSITY OF ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 399
Effective August 26, 2007 through August 18, 2012**

This Agreement made and entered into by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as "Employer") and Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as "Union") in behalf of certain nonacademic employees of the employer indicated in Article I hereof. This Agreement replaces and supercedes the August 19, 2002 through August 27, 2007 Agreement between the parties. Upon execution of this Agreement, the 2002-2007 Agreement is null and void and of no force or effect.

**ARTICLE I
RECOGNITION**

Section 1. Recognition

University of Illinois at Springfield pursuant to authority vested in it by the Board of Trustees of the University of Illinois recognizes the International Union of Operating Engineers, Local 399 as the exclusive bargaining representative for all employees in the bargaining unit. The bargaining unit consists of the following State Universities Civil Service System of Illinois class titles:

Lead Plant Stationary Engineer
Stationary Engineer

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.

Section 3. New Classification

In the event the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet and discuss the inclusion of the position classification in the bargaining unit.

The parties agree that a change in title of a position classification in the bargaining unit shall not remove the position from the bargaining unit as long as the duties and responsibilities of the

position remain essentially the same and the Employer and the Union agree the position remains appropriate to the unit.

The final determination regarding the inclusion of additional position classifications in the bargaining unit or the continued inclusion in the bargaining unit of a position which has been affected by a change in title shall be solely within the jurisdiction of the Illinois Educational Labor Relations Board.

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.

ARTICLE III MANAGEMENT RIGHTS

It is understood and agreed that the University possesses and retains the sole right and authority to operate and direct the affairs of the University in all respects, including, but not limited to, rights and authority exercised by the University prior to the execution of this Agreement, except as expressly modified by this Agreement. These rights include, but are not limited to:

- a) the right to determine its mission, policies, and to set forth all standards of service offered involving members, means, number of employees and budget;
- b) to plan, direct, control and determine the operations of services and to direct bargaining unit members;
- c) to hire, assign, transfer, promote, suspend, discipline, dismiss, initiate discharge for cause, lay-off or relieve bargaining unit members;

- d) to make, publish, and enforce rules and regulations;
- e) to introduce new or improved methods, equipment, or facilities; and,
- f) to take any and all actions as may be necessary in emergency situations as declared by the University.

The foregoing enumeration of management rights is not inclusive, but to indicate the type of matters and rights which belong to and are inherent to management, and shall not be deemed to exclude other rights of management not specifically set forth. Specifically, all rights and responsibilities having to do with or encompassing inherent managerial policy or discretion regarding budget, organizational structure, standards of service, and selection and direction of bargaining unit members shall be within the purview of management.

ARTICLE IV UNION RIGHTS

Section 1. Access to the Facilities of the Employer

The Employer agrees that, upon giving notice 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 for the purpose of 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

With the approval of the Employer's designee, one (1) Union steward may 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 approval for such absence from work has not been obtained from the Employer's designee in advance.

Section 3. Time Off for Attending Union Conventions

Subject to the operating needs of the Employer, a bargaining unit member elected as a delegate or alternate delegate to a Union convention may be granted time off without pay for the purpose of attending such convention.

**ARTICLE V
EMPLOYER-UNION RESPONSIBILITIES**

Section 1. Union Activity

The Employer and the Union agree that neither party shall discriminate against or coerce any bargaining unit member regarding membership or non-membership 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 2. Employer Responsibility

The Employer shall not discriminate against stewards or officers of the Union who may be engaged in the negotiation of collective bargaining agreements with the Employer or the adjustment of grievances as provided in Article XVIII of this Agreement. The Employer shall be under no obligation to insure that members of the bargaining unit become or remain Union members.

Section 3. Union Responsibility

The Union, its members, or any other employee covered by this agreement will not discuss and/or solicit membership or carry on Union activity on University premises with employees of the Employer during working hours unless given express prior approval by the Employer to do so. A Union Steward, with permission of proper authorities, may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules.

**ARTICLE VI
GENERAL PROVISIONS**

Section 1. Scope

This Agreement sets forth all provisions concerning wages, hours and conditions of employment established by the University and/or the Board of Trustees.

Section 2. Working Conditions

Both the University and the Union are committed to the need of bargaining unit members to work in a clean, safe and healthy environment.

If a bargaining unit member believes that an unsafe or unhealthy condition exists, the bargaining unit member should immediately report the situation to his/her immediate supervisor. The supervisor will report the situation to the appropriate division head who will make a determination as to the health and safety of the work area.

Section 3. Savings Clause

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, legislative action, or administrative agency having final authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

Not later than thirty (30) days after a written request by either party to bargain collectively, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

Section 4. Extension of Benefits and Fees

All University and Board of Trustees employment benefits applicable to Civil Service employees shall apply to bargaining unit members. All University and Board of Trustees fees imposed upon Civil Service employees shall be applicable to bargaining unit members.

In the event of any change in University policy or regulation concerning employment benefits, the parties agree to meet in consultation to determine whether the change or changes have any impact upon current bargaining unit members and, if so, to negotiate concerning the impact of such change or changes.

Section 5. Non-Discrimination

Neither the University nor the Union shall discriminate against any bargaining unit member on the basis of that bargaining unit member's race, color, religion, sex, sexual orientation, ancestry, physical or mental disability, status as a Vietnam era or disabled veteran, unfavorable discharge from military service, age, national origin, disability, membership or non-membership in the Union, marital status, or political affiliation.

Any alleged violation may either be processed through the University nondiscrimination and/or affirmative action policies or grieved through the Grievance Procedure contained in this Agreement. The University nondiscrimination and/or affirmative action policies shall be utilized unless, within five (5) working days after the alleged violation, the bargaining unit member files a grievance under Article XVIII of this Agreement. Any grievance filed under this section shall include a clear waiver of the bargaining unit member's right to utilize procedures established under the University nondiscrimination and/or affirmative action policies.

Section 6. Employee Assistance Program

The University and the Union recognize the value of counseling and referral programs to bargaining unit members who have personal problems which interfere with the efficient and productive performance of their job duties and responsibilities. The University and the Union will, therefore, work collectively to support the Employee Assistance Program as established and provided by the University.

Section 7. Safety Shoes

Due to the nature of the work performed, the Employer may, at its discretion, require a specific style and type of shoes for certain employees in the bargaining unit. Employees required to wear OSHA-approved safety shoes shall be reimbursed by the Employer for one pair of such shoes upon a receipt being provided to the Employer by the employee. The reimbursement for full-time employees for such safety shoes shall not exceed \$125 per employee during each fiscal year or \$250 per employee every two years. Safety shoes that the employer has reimbursed the employee for shall be worn while working on the employer's premises. Any other clothing/equipment which is furnished to employees will be continued to be so furnished during the term of this Agreement

**ARTICLE VII
LABOR-MANAGEMENT MEETINGS**

Section 1. Representation/Frequency of Meetings/Subjects of Discussion

One (1) representative of the Union may meet with representatives of the Employer semi-annually at mutually agreed upon times for up to one and one-half (1 1/2) hours to discuss matters of mutual concern relating to interpretation, application, or administration of this Agreement or other areas of interest as mutually agreed upon in advance. More frequent meetings may be held upon mutual agreement of the Union and the Employer.

Section 2. Agenda/Scheduling/Compensation

Each party shall prepare and submit a written agenda to the other party no later than one (1) week prior to the scheduled meeting. One of the meetings shall be scheduled during normal working time, and the Employer shall pay the Union representative in attendance his/her normal rate of pay for this one meeting; attendance at the remaining meeting(s) shall not be considered as time worked for the Union representative involved.

Section 3. Exclusion of Grievances

It is agreed by the parties that grievances shall not be discussed at Labor-Management meetings.

**ARTICLE VIII
DUES DEDUCTION AND FAIR SHARE**

Section 1. Dues Deductions

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, and any authorized therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

- A. Dues Remittance
Upon receipt of an appropriate written authorization from any member of the bargaining unit, such authorized deduction shall be made in accordance with applicable law and shall be remitted semi-monthly to the Union at the address designated in writing by the Union to the Employer.
- B. Dues Increase
The Union shall provide the Employer with written notification of any increase in dues at least thirty (30) calendar days prior to the effective date of such increase.
- C. Authorization and Revocation
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.
- D. Indemnification/Union Responsibility
The Union shall indemnify, defend, and hold the University, its members, officials, agents or its 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 membership dues established by the Union and communicated to the Employer in compliance with this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of the bargaining unit members for Union dues once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the Employer has agreed to deduct.

Section 2. Fair Share Fees

- A. Pursuant to 115 ILCS 5/11 of the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.) the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have authorized a deduction under A of Section 1 above, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck and shall be forwarded to the Union along with the deductions provided for in A of Section 1 above.
- B. The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the IELRB which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

- C. In the event that any employee covered hereby is precluded from making a Fair Share contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said deduction, provided however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee deduction.
- D. The Union shall defend and hold the University harmless and shall provide counsel at the Union's expense to represent the University against any claim, demand, suit, or liability arising from any action taken by the University in complying with this Article or in reliance on written direction forwarded to the University pursuant to this Article.
- E. Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

ARTICLE IX 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 bargaining unit members violating Section 1 above to return to work.

Section 3. No Lockout

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

Section 4. Cause for Disciplinary Action

The Employer may take disciplinary action up to and including initiating discharge proceedings against any bargaining unit member who violates Section 1 above or any bargaining unit member who fails to carry out his/her responsibilities under Section 2 above.

Section 5. 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 X HOURS OF WORK

Section 1. Purpose

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

Section 2. Work Day

The normal work day for members of the bargaining unit employed on a full-time basis shall consist of eight (8) consecutive hours.

Bargaining unit members are permitted a paid rest period of fifteen (15) minutes during each half-day of work at times arranged 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 a bargaining unit member's late arrival or early departure, nor may it be regarded as accumulative if not taken.

Section 3. Work Week

The standard work week as established by the Employer begins at 12:01 a.m. Monday morning and ends at 12:00 midnight the following Sunday night. The normal work week for members of the bargaining unit shall be forty (40) hours consisting of five (5) consecutive working days of eight (8) consecutive hours each followed by two (2) consecutive days off.

Section 4. Work Shift

The Employer shall determine shift schedule requirements based upon the operational needs of the institution. Members of the bargaining unit shall be scheduled to work on a regular and recurring work shift, and each work shift shall have a regular starting and quitting time. A shift starting time will determine which day will be considered as being worked.

Section 5. Changes in Work Schedules

Except in emergency situations, whenever work schedules or working hours are changed, written notice of such change shall be given to each bargaining unit member involved at least forty-eight (48) hours before such change becomes effective.

Section 6. University Closure

In the event the University is closed by the Chancellor due to severe weather or other conditions, members of the bargaining unit scheduled to work, except those in essential services, will be allowed time off with pay for the scheduled work time during the period that the University is closed.

Those bargaining unit members required to work during closure shall be compensated at the premium rate of one and one-half (1-1/2) times their basic straight rate of pay in addition to their regular pay for the hours worked during which the University is closed.

Bargaining unit members on work shifts not affected by the closing or who had scheduled time off prior to the announced closing are not eligible for credit for the hours the University is closed.

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

Overtime is defined as time worked in excess of the eight (8) consecutive hour workday or forty (40) hour workweek that is assigned and directed by the Employer.

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 including work performed on the bargaining unit member's first regularly scheduled day off. Work performed on the bargaining unit member's second regularly scheduled day off shall be compensated at two (2) times the basic straight time hourly rate. Pyramiding of premium rates shall never be allowed.

Section 4. Distribution of Overtime

Overtime work shall be offered and distributed as evenly as possible by classification. The Union agrees that all bargaining unit members shall work overtime as directed by the Employer.

Section 5. Call Back Pay

A member of the bargaining unit who is called back to work after completing a regular day's work shall receive a minimum of two (2) hours pay at the overtime rate. A member of the bargaining unit called back on a scheduled day off shall receive a minimum of four (4) hours at the overtime rate of pay. Continuous work (before or after a regular shift) shall be compensated at the overtime rate for the actual overtime hours worked.

ARTICLE XII WAGES

Section 1. Hourly Rates - First Contract Year

Wages specified in this Agreement shall become and remain effective as set forth as Appendix "A," attached hereto and a part hereof.

Section 2. Hourly Rates - 2nd, 3rd, 4th and 5th Contract Years

Hourly wage rates effective Academic years 2008 – 2009 (year two), 2009 – 2010 (year three), 2010 – 2011 (year four) and 2011 – 2012 (year five) are to be increased by either the general percentage amount appropriated by the State of Illinois Legislature for salary increases for University employees, or by the campus salary program, whichever is greater for AY 08-09, AY 09-10, AY 10-11, AY 11-12. A new Supplemental Wage Appendix will be executed between the parties as is necessary.

ARTICLE XIII SENIORITY

Section 1. Definition

Seniority shall be by classification based upon length of service from the first day of employment in the classification. Upon written request of the Union, the Employer shall prepare seniority lists for position classifications covered by this Agreement at such time as need exists.

Section 2. Application of Seniority

Seniority shall prevail in regard to layoffs and recall from layoffs. Subject to the operating needs of the Employer, seniority shall also apply in regard to vacation periods and choice of working shifts.

ARTICLE XIV HOLIDAYS

Section 1. Holidays

The University calendar establishes the number and dates of official holidays and/or other workdays the University is declared officially closed by the Chancellor. Those holidays or other workdays are:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Four (4) holidays designated by the President of the University, two (2) of which may be designated as floating holidays. Holidays which fall on Saturday will normally be observed on the preceding Friday and holidays which fall on Sunday will normally be observed by the following Monday. For employees who work other than a Monday – Friday schedule, the actual calendar holiday will be observed as a holiday.

Section 2. Holiday Observance

Bargaining unit members who are scheduled to work other than a Monday-Friday schedule and who are not scheduled to work on a University holiday will be eligible to take off a regularly scheduled workday with pay at a mutually agreeable time within thirty (30) days after the holiday or, if mutually agreed upon by the employee and supervisor, receive an additional day's pay at the regular rate. Such payment shall not count toward overtime computation. When a work shift bridges two (2) calendar days, one (1) of which is a holiday, the shift that begins the calendar holiday will be recognized as the holiday shift.

Section 3. Pay for Work on a Holiday

Whenever a bargaining unit member is required to work on any of these holidays, he/she shall receive compensation at the premium rate of one and one-half (1-1/2) times his/her basic straight rate of pay in addition to his/her regular pay.

Section 4. Holidays During Vacation or Sick Leave

Whenever a holiday occurs while a bargaining unit member is on approved vacation or sick leave, such holiday shall be paid and shall not be charged against his/her vacation or sick leave.

Section 5. Holidays Considered for Overtime Earning

Whenever a holiday occurs within a bargaining unit member's scheduled work week, the holiday shall be considered part of the work week for the purpose of computing overtime.

Section 6. Holiday Pay for Part-time Bargaining Unit Members

Whenever a holiday occurs during a part-time bargaining unit member's regular work schedule, the bargaining unit member shall be paid for the number of hours that he/she would normally have been scheduled to work.

ARTICLE XV PERSONNEL FILES

Section 1. University Personnel Files

The University Administration may maintain any files necessary for effective administration. There shall also be established a University Personnel File maintained in the Division of Employee Relations for each bargaining unit member that shall contain documents regarding the member's employment status and work performance. All such official personnel records relating to any bargaining unit member shall be kept in his/her official Personnel File.

Section 2. Examination of University Personnel Files

At his/her request, each bargaining unit member shall be furnished, without cost, a copy of all documents in his/her file. Additional copies may be made available at cost to the bargaining unit member.

Section 3. Recorded Log

The custodian of Personnel Files shall maintain an official record of all persons who view the contents of the bargaining unit member's Personnel File. The following information about the reader of each file shall be recorded on a log of readers to be kept in each bargaining unit member's file:

- A. the name and position of the reader;
- B. the date that the reader received and returned the file;
- C. the purpose for which the file was read; and
- D. the signature of the reader.

Section 4. Right to Respond

The bargaining unit member shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.

Section 5. Notification

A copy of any disciplinary action or material related to work performance, except performance evaluations as provided for in Article XVI of this Agreement, shall be provided to the bargaining unit member (the bargaining unit member must sign a written receipt) or sent by certified mail (return receipt requested) to his/her last home address appearing on the records of the University. It is the obligation of each bargaining unit member to provide the University with his/her current address.

ARTICLE XVI PERFORMANCE EVALUATIONS

All new bargaining unit members will receive a probationary performance review on a form developed by the University at the mid-point and no later than two (2) weeks prior to the end of the probationary period. After completion of the probationary period, all bargaining unit members shall receive an annual performance review each fiscal year on a form developed by the University. Informal performance reviews may be conducted at other times determined by the University. Performance reviews shall be for the purpose of assessing bargaining unit members' job performance and may be used by the University for the purpose of making decisions about promotion, and other personnel actions. Each bargaining unit member shall be provided a copy of any performance evaluation prepared by the University to evaluate his/her performance.

ARTICLE XVII REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

Bargaining unit members shall be covered by the University of Illinois at Springfield's policy on Drug and Alcohol Abuse and Testing.

ARTICLE XVIII DISCIPLINE

Section 1. Reprimand, Suspension, Demotion, and Discharge

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, a copy of the notice of such action will be given to the Union unless otherwise requested not to do so by the employee. Appeals from reprimand or suspension actions shall be in accordance with the Grievance Procedure set forth in Article XVIII of this Agreement. Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System of Illinois except as modified by the provisions of Article XIX of this Agreement.

ARTICLE XIX GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. Therefore, the University and the Union support, whenever possible, the informal resolution of grievances and encourage open communication so that pursuit of the formal grievance procedure will not normally be necessary. If a grievance is not settled informally, the procedure set forth below in Section 7 of this Article shall be the sole and exclusive method of formally resolving grievances of the bargaining unit members, except as provided elsewhere in this Agreement.

Section 2. Definition - Grievance

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

Section 3. Definition - Grievant

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 or the Union which alleges in a grievance that it has been directly harmed by a violation or wrongful interpretation of a specific provision of this Agreement.

Section 4. Content of Grievance - Grievance Form

A grievance must: (1) be signed and dated by the grievant; (2) set forth the specific Article(s) of the Agreement alleged to have been violated; (3) include a specific description of the grounds for the grievance including the names, dates, times and documents necessary for a complete understanding of the grievance; (4) contain a statement of the harm alleged; and (5) state the proposed method of achieving compliance with the Agreement. Grievances shall be filed on a form mutually agreed to by the parties.

Section 5. Compliance With Procedure

All grievances must be filed in accordance with the procedures in this Article.

Section 6. Grievance Participation

In the event it is necessary for the grievant to participate in a grievance meeting convened by the University during normal working hours, the bargaining unit member's compensation will neither be increased nor reduced for time spent in such meetings. Should it be necessary for the grievant to participate in a grievance outside his/her normal working hours, time so spent shall not be considered as time worked.

Section 7. 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 appropriate University Office of Human Resources (UOHR) designee within seven (7) calendar days after the Step Three decision is received or due. Upon receipt of an appeal, the UOHR 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 UOHR 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 8. Provisions Applicable to Arbitration Procedures

A. Selection of Arbitrator

The parties shall jointly request from the Director of Arbitration Services of the Federal Mediation and Conciliation Service a list of seven (7) arbitrators from which to select an arbitrator. The parties shall alternately strike one name from the list until one name remains. The Union shall strike first.

B. Location of Hearing

The arbitrator shall hold the hearing in Springfield unless otherwise agreed to by the parties.

C. Conduct of Arbitration

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Agreement is in conflict, in which case, the specific language of this Agreement shall apply.

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 appropriately 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.

E. Arbitration Fees and Costs

The costs of the list of arbitrators, and the arbitrator's fees and expenses shall be shared equally by the Union and the University, but each party shall bear its own costs 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 settlement shall determine division of the charge. 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. Scope of Arbitration

1. Arbitration shall be confined solely to the application and/or interpretation of the specific and explicit provisions of this Agreement and the precise violation of such provisions.
2. Board of Trustees of the University of Illinois Statutes and Rules, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration.

Section 9. 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 University to respond to a grievance within specified time periods will permit the grievant to proceed to the next step.

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 University Chancellor and the Union President.

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

The parties may agree to 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 University 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 award of the arbitrator shall be binding upon the University, 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 last known home address of the addressee. Postmark dates shall be considered the effective date of communication.

ARTICLE XX
ARBITRATION OF DISCHARGE PROVISIONS

The Employer shall notify the employee and the Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (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 thirteen (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 served with written notification of the initiation of discharge proceedings per the 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.
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 or continue 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.

In the event that the proposed discharge is submitted for arbitration, the provisions concerning arbitration set forth in Article XIX of this Agreement shall govern the arbitration process.

If either the Employer or the Union seeks to vacate an arbitrator's award, such party shall be responsible for all costs, including reasonable attorney fees, of both parties in seeking and defending against such action, unless the party attempting to vacate the award prevails, in which case each party shall bear its own costs.

If either the Employer or the Union seeks to enforce an arbitrator's award with which the other party has not complied, the party seeking such enforcement shall be reimbursed by the other party for all costs, including reasonable attorney fees, associated with seeking such enforcement, unless the party seeking enforcement does not prevail, in which case each party shall bear its own costs. If there is a dispute concerning whether the arbitrator's award has been

implemented, the parties shall jointly request an opinion from the arbitrator, whose decision shall determine the question of whether or not the original decision was implemented.

ARTICLE XXI 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 26, 2007, and continue in full force and effect through August 18, 2012. 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 #399, INTERNATIONAL UNION OF
THE OPERATING ENGINEERS, AFL-CIO**

**THE BOARD OF TRUSTEES OF
UNIVERSITY OF ILLINOIS**

**Brian E. Hickey
Business Manager & President**

BY: _____
Comptroller

**Rusty Thompson
Business Representative**

ATTEST: _____
Secretary

APPROVED: _____
**Associate Vice President for
Administration and Human Resources**

**Vice Chancellor for Student Affairs
And Administrative Services**

**Assistant Vice President
For Human Resources**

APPROVED AS TO LEGAL FORM:

For University Counsel (date)

APPENDIX "A"

**TO THE AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS AND LOCAL UNION NO. 399,
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

<u>Classification</u>	<u>Status Wage Rate</u> <u>Effective 08/26/2007</u>
Lead Plant Stationary Engineer	\$29.84
Stationary Engineer	\$28.35