MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into by and between the International Union of Operating Engineers, AFL-CIO Local No. 399 ("Union") and the University of Illinois ("University") on behalf of bargaining unit members employed by the University at its Abbott Power Plant located on the Urbana-Champaign campus ("Power Plant"). This Memorandum memorializes the understanding reached between the parties as to the process initially to be used in assigning Steam & Power Plant-III (S&PP-III) Operators to, and utilizing Steam & Power Plant-III (S&PP-III) Operators in, a Water Lab position at the Power Plant.

1. The University may only assign S&PP-III Operators to the Water Lab and shall seek to offer such assignments on the basis of seniority. Specifically, the University shall offer any available Water Lab position to the most senior S&PP-III Operator for a one (1) year assignment. If the most senior S&PP-III Operator elects not to accept the assignment, the University will offer the position to the next most senior S&PP-III Operator until the position is filled. If none of the more senior S&PP-III Operators elect to accept the position, the University shall assign the least senior S&PP-III Operator to the available Water Lab position. After the one-year assignment is completed, the University again will offer the Water Lab position to available S&PP-III Operators on the basis of seniority. If multiple Water Lab positions are available, the University within its discretion may stagger the date on which each such position is filled so as to avoid having to refill the positions at the same time.

2. If more than one S&PP-III Operator is assigned to work a Water Lab position on any given shift, the University may assign other duties to the extra S&PP-III Operator, including without limitation such duties as general cleaning duties both within the plant and the coal system areas, filling vacancies, and training.

3. The University typically will assign the S&PP-III Operator working in a Water Lab position to the second shift, 8:00 a.m. to 4:00 p.m., as a semi-shift worker who is not eligible for a shift premium.

4. An S&PP-III Operator assigned to a Water lab position will remain in the overtime rotation for all S&PP-III Operators.

5. An S&PP-III Operator assigned to a Water lab position will not be allowed to bump more junior S&PP-III Operators on the basis of seniority for the purposes of scheduling holidays.
6. The University reserves, as part of its management rights, the right to modify the manner in which it assigns Steam & Power Plant-III (S&PP-III) Operators to, and utilizes Steam & Power Plant-III (S&PP-III) Operators in, Water Lab positions to best serve its operational needs. The University will notify the Union in advance, and if so requested will meet with the Union to discuss, prior to implementing any such modifications.

7. As a condition precedent to filing any grievance relating to the assignment or utilization of Steam & Power Plant-III (S&PP-III) Operators in Water Lab positions, the Union shall first meet with management representatives of both the Power Plant and the Labor and Employee Relations section of the University’s Staff Human Resources in a good faith effort to resolve the underlying dispute.

8. Except as expressly modified by the terms of this Memorandum, all other terms of the parties’ collective bargaining agreement shall remain in full force and effect through the remainder of the defined contract period, unless otherwise modified in writing by the parties.

SO AGREED:

Frank Hoskins
IOUE Local 399 Business Representative

Michael J. Larson
Director of Utilities Production
University of Illinois at Urbana-Champaign

Leslie N. Arvan
Director of Labor and Employee Relations
University of Illinois at Urbana-Champaign

11/21/13
11/13/13
11/18/13

Date
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Date