

CONTRACT

By and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL 568M, GRAPHIC COMMUNICATIONS
CONFERENCE, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
UNION, AFL-CIO

Effective August 20, 2017 through August 19, 2021

CONTENTS

| | <u>Page</u> |
|--|-------------|
| ARTICLE I AUTHORIZATION AND PURPOSE | 3 |
| ARTICLE II LIMITATIONS | 3 |
| ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION | 4 |
| ARTICLE IV SEPARABILITY CLAUSE | 6 |
| ARTICLE V WAGES | 6 |
| ARTICLE VI HOURS OF WORK, OVERTIME, CALL BACKS AND PREMIUM PAY | 7 |
| ARTICLE VII BENEFITS | 10 |
| ARTICLE VIII PERFORMANCE MANAGEMENT | 10 |
| ARTICLE IX GRIEVANCE AND ARBITRATION | 14 |
| ARTICLE X SENIORITY | 16 |
| ARTICLE XI POSTING OF JOB OPENINGS AND VACANCIES | 16 |
| ARTICLE XII SAFETY | 17 |
| ARTICLE XIII DUES AND DEDUCTIONS AND FAIR SHARE | 17 |
| ARTICLE XIV UNION LABEL | 19 |
| ARTICLE XV APPRENTICESHIP COMMITTEE | 19 |
| ARTICLE XVI PERSONNEL FILES | 19 |
| ARTICLE XVII PARKING | 20 |
| ARTICLE XVIII PROHIBITION AGAINST STRIKES AND LOCKOUTS | 20 |
| ARTICLE XIX PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS | 21 |

A G R E E M E N T

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL 568M, GRAPHIC COMMUNICATIONS CONFERENCE, INTERNATIONAL BROTHERHOOD OF TEAMSTERS UNION, AFL-CIO

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 the Local, 568M, Graphic Communications Conference, International Brotherhood of Teamsters Union, AFL-CIO (hereinafter referred to as UNION) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1. Authorization.

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

Section 2. Purpose.

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.

ARTICLE II LIMITATIONS

Section 1. Limitations.

- a) This Agreement is subject to: (1) applicable Federal and State laws as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System 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 provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- c) Previous agreements, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement. Any subsequent amendments to this Agreement must be in written form and signed by the authorized official(s) of each party.

**ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION**

Section 1. Classes Represented.

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at Urbana-Champaign Illinois:

| | | |
|----------------------|---------------------|----------------------------|
| Press Assistant | Pre-Press Assistant | Junior Press Technician |
| Pre-Press Technician | Senior Proofreader | Press Technician Assistant |
| Press Technician | | |

but excluding those excluded employees as set forth in 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act. This exclusive representation is for purposes of determining through collective bargaining appropriate ranges of compensation, rates of compensation, hours of employment or other conditions of employment as defined in the Illinois Educational Labor Relations Act to be recommended to the State Universities Civil Service System of Illinois.

The parties acknowledge and agree that the classifications set forth below previously were recognized as falling within the Local 568M bargaining unit but were deleted from the list set forth above because classifications are no longer being used by the University. To the extent that any of the deleted classifications are revived by the University, the University will recognize those classifications as coming within the bargaining unit, provided that the essential job duties for those classifications are substantially the same as they were when that classification was previously part of the bargaining unit.

- Bindery Worker I
- Bindery Worker II
- Press Technician I
- Press Technician II
- Press Technician III

Section 2. New Classes and Recognition.

The Employer agrees that if any new civil service class designations should be established for the same work presently being performed by those classes identified in Section 1 of this ARTICLE, said new classes will be treated as part of the negotiation unit recognized by this Agreement and the Employer will commence to negotiate rates of pay for employees in said new classes.

Section 3. Equal Opportunity.

There will be no discrimination or harassment by either Union or Employer with respect to any applicant or candidate for employment because of race, color, national origin, religion, sex, age, disability, ancestry, marital status, sexual orientation, Union membership or non- membership, unfavorable discharge from the military, order of protection status, civil union status, genetic information, gender identity or status as a disabled veteran or veteran.

Section 4. Rights of Employer.

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes.

Section 5. Protected Activity.

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

Section 6. Union Activity.

- a) The Union and its members will not solicit membership or carry on Union Activity on University premises with employees of the Employer during working hours. Union meetings may be conducted during working hours if approved in advance by the Employer. Employees will not be permitted to conduct Union business which affects non-University employees at any time on University premises. 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.

- b) Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this Agreement.
- c) Management agrees to provide space for a bulletin board which will be purchased and maintained by the union at the union's own expense. The union agrees that management will review and approve any document prior to its placement upon the board.

Section 7. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this ARTICLE III.

**ARTICLE IV
SEPARABILITY
CLAUSE**

In the event that any of the provisions of this Agreement shall conflict with any Federal law or law of the State of Illinois, such provision(s) shall be deemed to be modified to comply with such laws and the remaining portions of this Agreement shall remain in full force and effect.

**ARTICLE V
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the Parties. The Employer shall recommend these wages to the State Universities Civil Service System of Illinois.

Section 2. Effective Date of Wages.

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

Section 3. Wages

Commencing with the start of each contract year of this Agreement, bargaining unit employees shall receive an across-the-board increase to their salaries that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increment) for the corresponding academic year and consistent with the terms of the campus wage program.

ARTICLE VI
HOURS OF WORK, OVERTIME, CALLBACKS AND PREMIUM PAY

Section 1. Work Day.

- a) The normal workday for Press and Pre-Press employees shall consist of seven and one-half (7 1/2) hours. Up to one (1) hour of unpaid lunch period will be granted by the Employer. The starting time may be changed up to one (1) hour only by mutual agreement between the Employer and the employee. Starting times may also be changed as is the current practice.
- b) The shift for employees in the Press and Pre-Press employees classification shall consist of seven and one-half (7.5) hours of work.
- c) The workday for employees in the Press and Pre-Press employees classification is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- d) For employees in the Press and Pre-Press classifications an unpaid lunch of at least thirty (30) minutes and not more than one (1) hour shall be allowed for each shift; such time not to be included in the number of hours specified for a day's or night's work. The lunch hour shall be as near the middle of the employees' shift as the workload allows.
- e) Employees will receive two paid fifteen minute breaks, one approximately 1/2 way between the start of their shift and lunch, and one 1/2 way between lunch and the end of their shift. If, by employee choice, the breaks are not taken, it does not reduce the time of their shift. Breaks will be taken at times to limit disruption of the workload.

Section 2. Work Week.

- a) The normal workweek for Press and Pre-Press employees shall consist of thirty seven and one-half (37 1/2) hours of five (5) consecutive days, Monday through Friday. The third shift starting time during the normal workweek shall be no earlier than 11:00 p.m. Sunday and no later than 1:00 a.m. Monday.
- b) The workweek for employees in the Press and Pre-Press employees classification is a fixed and regularly recurring period of 168 hours -seven (7) consecutive twenty-four (24) hour periods - and begins no earlier than 11:00 p.m., Sunday and no later than 1:00 a.m., Monday. The full time work schedule in the workweek shall consist of one (1) seven and one-half (7 1/2) hour shift during each of five (5) consecutive days and shall not exceed thirty-seven and one-half (37 1/2) hours of work.

Section 3. Shift Schedule.

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.
- b) The first shift for employees shall be hours worked with a starting time no earlier than 7:00 a.m. and no later than 9:00 a.m., the second shift shall be hours worked with a starting time no earlier than 3:00 p.m. and no later than 5:00 p.m., and the third shift shall be hours worked with a starting time no earlier than 11:00 p.m. and no later than 1:00 a.m. On any shift, the majority of the hours worked in any period shall determine the rates of pay for the shift worked. The second and third shift differential is fifty cents (\$.50) per hour.
- c) Work schedule as defined in Section 1 of this Article will be continued during the life of this Agreement except as changed by mutual agreement to meet varying conditions of the operation of the University.
- d) When a preferred shift situation vacancy occurs, the employee with the highest seniority and who is competent to perform the work as determined by the Employer shall have first choice of such preferred shift situation.

Section 4. Overtime.

- a) Press and Pre-Press employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (as defined by Federal law) for time worked in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week. Paid compensatory time (mutually agreed between Employer and employee) may be taken in lieu of overtime payment on the basis of one and one-half (1 1/2) hours for each hour of overtime worked, provided the compensatory time off is utilized in accordance with Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction.
- b) For Press and Pre-Press employees overtime opportunities will initially be offered to those employees who are presently assigned to work within the unit. If that person declines the offer, overtime work will then be offered to the most senior person in the work place until the opportunity is accepted. Management reserves the right to make this assignment of work to the employee who, seniority status notwithstanding, possesses current experience relative to a particular piece of equipment.
- c) Management will be responsible for posting overtime opportunities on a bulletin board or sending via email and will endeavor to provide employees with as much advance notice as is possible prior to the existence of any overtime work.

- d) Employees in the Press and Pre-Press employees classification shall be compensated at one and one-half (1 ½) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week. Overtime may only be performed pursuant to specific supervisory direction.
- e) The Employer may require employees in the Press and Pre-Press employees classification covered herein to work overtime. The Employer will make known to the employees expected to do the overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- f) For employees in the Press and Pre-Press employee's classification overtime will be divided as equally as possible among eligible employees who volunteer for overtime work. An employee who does not volunteer is not relieved from his/her obligation to work overtime if the operation requires, but non-voluntary overtime will be assigned as equally as possible on a basis of inverse seniority.

Section 5. Call Backs.

- a) A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. However, a call-back does not include where the break in the work schedule is for an approved meal time or solely for the convenience of the employee.
- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid two (2) hours' pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back and performs work assigned by the Employer, he/she shall receive a minimum of two (2) hours' pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 6. Sunday Overtime.

Employees will not be scheduled to work on Sundays but overtime worked on Sundays will be compensated at double their regular hourly rate. (Deviation from Policy and Rules.)

Section 7. No Pyramiding of Overtime or Premium Pay

Overtime will be paid on daily hours or weekly hours, but not both, i.e., weekly overtime will not be paid on the same hours for which daily overtime or daily premium has been paid, and vice versa.

Section 8. Holiday Premium

Work performed on all holidays recognized by the University will be paid at time and one half (1 1/2) the employee's regular hourly rate, in addition to any holiday pay to which the employee may be entitled. Paid compensatory time (mutually agreed between Employer and employee) may be taken in lieu of premium payment on the basis of one and one-half (1 1/2) hours for each hour of holiday work.

ARTICLE VII BENEFITS

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional Reciprocity) will be as set forth in Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this agreement on the same date that such improvements are made applicable to other employees of the Employer.

Section 2. Vacation Selection.

In case of conflict between two or more employees in the same operating unit in selection of vacation periods, the request of the senior employee within the operating unit shall prevail unless the employee with less seniority has already been approved by the supervisor.

ARTICLE VIII PERFORMANCE MANAGEMENT

Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the University which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this Agreement the parties are committed to the performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be both positive and corrective in nature. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

Formal Corrective Action

- A) Work Performance Reminder
- B) Written Reminder

C) Decision Making Leave

Discharge

The University reserves the right to skip any and all informal and formal steps due to seriousness of infraction or due to pattern of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal corrective action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal corrective action will be issued as soon as practicable after the University became aware that a bargaining unit member or members engaged in an offense giving rise to formal corrective action. A decision may not be held in abeyance more than eight (8) workdays from the date of the pre-disciplinary meeting.

Section 2. PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be amended from time to time. The University shall provide the Union with copies of the guidelines and other materials that are provided to management regarding the proper implementation of the PPP. The University shall notify the Union of, and provide it with the opportunity to meet and bargain over, any substantive changes or modifications to the PPP guidelines set forth in the PPP Supervisor's Manual. The University shall offer training on the Performance Partnership Program to its supervisors on a bi-annual basis, and will seek to have all new supervisors undergo that training within their first year as a supervisor.

Section 3. Just Cause

Formal corrective action and discharge shall be based on "just cause" as defined under the State Universities Civil Service System Statute and Rules. Just cause for formal corrective actions less than discharge include, but are not limited to: unauthorized and unexcused absence; leaving work without authorization; failure to punch in or out on time card; habitual tardiness; punching another employee's time card; unauthorized key duplication and/or unauthorized possession of keys; inappropriate or unauthorized use of University resources or property; misrepresentation of absence; falsification of records; refusal to do assigned work; failure to follow work schedules; failure to follow time schedules; poor quality and/or quantity of work; insolence; failure to adhere to departmental regulations; smoking in prohibited areas; disregard of safety regulations; careless workmanship resulting in spoilage, waste or delay; gambling on institutional property; creating or contributing to unsanitary conditions; horseplay or scuffling; fighting; bullying or intimidating behavior; inappropriate interaction with University employees, students or the public; sleeping during working hours; and unauthorized visiting and loafing on the job.

Causes justifying discharge include, but are not limited to all those listed as causes for suspension if they become recurring offenses and in addition: theft; insubordination; any illegal form of harassment; drinking intoxicating liquors on institutional time or property; inability to perform assigned duties satisfactorily as a result of drinking alcoholic beverages or using controlled substances; malicious damage to property, tools, or equipment; immoral or indecent conduct which violates common decency or morality; conviction of an offense involving moral turpitude; illegal or excessive use of controlled substances; sale of alcohol or illegal drugs on

University property; assault; threats to health or safety of another person(s) or to University property; and possession of weapons on University property.

Absence of an employee for five (5) consecutive workdays without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge in the absence of exigent circumstances that prevented them or someone acting on their behalf from being able to contact supervision at any point during that time period. For such absences, the following process will be followed:

1. Following the fifth consecutive workday of an absence by an employee without reporting, the Employer shall send notification of their absence to the employee and the Union.
2. Upon receipt of the notification, the employee shall have ten (10) workdays to respond.
3. If no response from the employee is received within the ten (10) workday timeframe, the employee will be considered to have resigned upon their last day of work. However, the University shall allow the employee to be reinstated to their former position if the employee can demonstrate that the employee was unable to provide proper notification of his/her absence to the University due to circumstances beyond his/her control.

Per the PPP supervisor's manual, to determine if action is warranted, supervisors will consider the following:

1. Did the employee clearly understand the rule or policy that was violated?
2. Did the employee know in advance that such conduct would be subject to disciplinary action?
3. Was the rule violated reasonably related to the safe, efficient and orderly operation of the business?
4. Is there substantial evidence that the employee actually did violate the rule?
5. Is the action planned reasonably related to the seriousness of the offense, the employee's record with the organization, and to action taken with other employees who have committed a similar offense?

Section 4. Manner of Issuing Corrective Action

Corrective action will be issued in a private manner so as not to cause unnecessary embarrassment to an employee. An employee may request that a Union representative attend a Performance Improvement Discussion. The presence of a Union representative, however, will not relieve the employee's obligation to participate in that discussion.

Section 5. Pre-disciplinary Meeting and Notification

When the University is contemplating formal corrective action, a pre-disciplinary meeting will be held. The University will provide at least three (3) work days' written notice to the employee and the Union prior to the initial meeting, except in cases of emergency, which the University alone may define. This notice shall contain the date, time and location of the meeting, the specific reason for the meeting, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative shall be given the opportunity at the pre-disciplinary meeting to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative

nevertheless shall be entitled to be present as an observer at any and all such meetings. The three work days' written notice is not required for rescheduled or continued pre-disciplinary meetings, however, such meetings shall be held at a date and time that is mutually convenient for both parties.

Section 6. Notification of Corrective Action

If a Performance Improvement Discussion (PID) transpires or disciplinary action is taken against an employee, the University shall promptly furnish the employee and the Union, through its designated representative, with written notice of the corrective action and the reasons for the corrective action (unless the employee requests in writing that a PID notice not be provided to the Union).

Section 7. Positive Recognition Letters

The University will provide the Union on a quarterly basis with copies of Positive Recognition Letters that have been issued to bargaining unit employees.

Section 8. Historical Information

All formal and informal actions will remain a part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below, provided that the employee has had no other formal corrective action during any of the active time periods. If an employee receives other formal corrective action during an active time period, all formal corrective actions will not deactivate until such time that all formal corrective action time periods have been completed. If a disciplinary action (including discharge) is challenged, the University reserves the right to present an employee's entire work history as a means to illustrate the efforts management has undertaken to correct the employee's deficiencies, including, but not limited to, all supervisor discussions and all formal corrective actions, regardless of activation status. Deactivated formal corrective actions will not be used to progress the current discipline, including discharge. However, if an employee establishes a pattern (more than three) of infractions, deactivated formal corrective actions may be used to progress the current discipline. Supervisor discussions do not deactivate and will remain a part of an employee's work history.

- A) Work Performance Reminder – Six (6) months, provided no other formal corrective action occurs during this time period;
- B) Written Reminder – Twelve (12) months, provided no other formal corrective action occurs during this time period;
- C) Decision Making Leave – Twenty-four (24) months, provided no other formal corrective action occurs during this time period.

Section 9. Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.

**ARTICLE IX
GRIEVANCE AND ARBITRATION**

Section 1. General Provisions.

- a) Definition - A grievance is defined as a complaint by an employee or the Union arising in the course of employment by the Employer or which involves the application or interpretation of this Collective Bargaining Agreement.
- b) Grievances which do not involve the interpretation or application of this Collective Bargaining Agreement will be processed according to the terms of Policy and Rules.
- c) Grievances which result from the interpretation or application of this Collective Bargaining Agreement will be processed as set forth in the following sections of this ARTICLE. This includes employee grievances filed under the provisions of 115 ILCS 5/3(b) of the Illinois Educational Labor Relations Act.
- d) A grievance may be processed only under the provisions of "b" or "c" above; not both.
- e) Grievances relative to suspension are controlled by the provisions of paragraph "c" of this Section 1. Grievances relative to discharge and demotion are controlled by the provisions of State Universities Civil Service System - Statute and Rules.

Section 2. Time Limits to File.

A grievance must be filed with the Employer within twenty-one (21) calendar days following the date the grievance is alleged to have occurred or within twenty-one (21) calendar days from the date upon which the facts giving rise to the grievance first became known. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

Section 3. Procedure.

- a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union Steward may attend this grievance meeting.
- b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of Facilities & Services Document Services within five (5) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Director of Facilities & Services Document Services shall study the grievance and respond in writing within fourteen (14) calendar days. This response will be the final position of the Director.
- d) If the Union wishes to appeal from the decision of the Director of Facilities & Services

Document Services, it shall do so in writing within ten (10) calendar days of the date of said decision. The appeal shall be directed to the Campus Chancellor, or his designee.

- e) The Campus Chancellor, or his designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his designee, shall issue the Campus Decision on the grievance, in writing, within thirty (30) calendar days after receipt of the appeal if no hearing is conducted, or within fifteen (15) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his designee.
- f) The foregoing time limits may be extended by mutual agreement.
- g) If the Union wishes to appeal from the decision of the Campus Chancellor, or his or her designee, it shall request mandatory arbitration, in writing, within thirty (30) calendar days. The written request shall be directed to the Director of Labor and Employee Relations – Staff Human Resources.

Section 4. Arbitration.

- a) A joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators. The Arbitrator will be selected from this panel within ten (10) work days. The Employer and the Union shall alternately strike six (6) of the seven (7) names. The remaining name shall serve as Arbitrator.
- b) If the Arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) Cost of Arbitration shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration Hearing.
- d) The Arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the Employee. (Portions of this ARTICLE represent a deviation from Policy and Rules.)

ARTICLE X SENIORITY

Section 1. Service and Seniority.

Service and Seniority is governed by rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of Policy and Rules.

Section 2. Seniority Lists.

The Employer will provide and post current seniority lists that will be revised annually showing each employee's seniority and relative position.

Section 3. Partial Layoffs.

Nothing in this ARTICLE shall prevent the Union and Employer from mutually agreeing to a program of spreading the work within an Operating Unit, in the event of a scheduled layoff of one (1) or more employees within such Operating Unit. (Portions of this ARTICLE may be a deviation from Policy and Rules.)

ARTICLE XI POSTING OF JOB OPENINGS AND VACANCIES

Section 1. Openings Within the Bargaining Unit.

When job openings or vacancies occur within the Bargaining Unit or when new positions are created within the Bargaining Unit, the Employer will post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of seven (7) calendar days prior to submission of the employment requisition to fill such position.

Section 2. Openings Outside the Bargaining Unit.

Non-Bargaining Unit openings are posted in the Campus Personnel Office and also are published in Campus Publications. Bargaining Unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

Section 3. Awarding of Posted Jobs.

The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules - Sections 250.50 and 250.60 (January 1996 Publication).

ARTICLE XII SAFETY

The Employer agrees to make adequate provisions for the safety and health of employees covered by this Agreement during the hours of their employment and will meet such provisions of the OSHA Act, as amended, which the University reasonably believes should be applied to it. Employees will comply with all safety rules established by the Employer and will wear any safety clothing and/or equipment which is furnished by the Employer.

When the Employer has reason to suspect that an employee is not fit for duty and has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the Employer may rely upon the decision of an impartial physician, selected by mutual agreement, as to the employee's fitness for duty.

ARTICLE XIII DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized change therein, and shall remit such deductions monthly to the Financial Secretary 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 changes in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this ARTICLE, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. or unless a majority of the members of the bargaining unit no longer have authorized deductions under Section 1 of this ARTICLE; in which event such involuntary deductions will cease. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. 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.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

In the event that the I.E.L.R.B. Rules referred to in Section 3 of this ARTICLE lapse or become inoperative for any reason, then the parties hereto agree that this ARTICLE shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share ARTICLE.

**ARTICLE XIV
UNION LABEL**

When a customer requests, in writing, that the Graphic Communications International Union "Label" be imprinted on their printing job, the Employer agrees to permit Union members to strip such "Label" into the negatives required for such printing job. The Union Label, whether it be the Allied Label or the Local 568M, Graphic Communications Conference International Brotherhood of Teamsters Union Pressman's Label, shall be the sole property of the Union (GCIU) and any application of said label will be the exclusive jurisdiction of those Union members covered by this Agreement.

The Union agrees not to solicit customers of the Employer to have their job imprinted with the Union "Label". A proven breach of this provision will cause this Article to be null and void.

The Union agrees to accept responsibility for financial losses incurred by the Employer due to unauthorized usage of the "Label".

**ARTICLE XV
APPRENTICESHIP COMMITTEE**

An apprenticeship committee shall be established with equal representation from management and the Union to supervise a formal training program and insure that apprentices receive the best training throughout their apprenticeship and that they fulfill all obligations to secure journeyman status.

**ARTICLE XVI
PERSONNEL
FILES**

Section 1. Official Personnel File

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

Section 2. Employee Review of Official Personnel File

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

files shall be honored.

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

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the University on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file.

Section 4. Necessary to Employment Information

Information about employees in the official personnel file or file maintained by the employing department should include only that which is necessary and relevant to employment and should be used only for employment-related purposes.

Section 5. Copies of Records

Upon proper request, copies of items in the Employee's personnel file will be provided to the Employee, or his/her designated representative if authorized in writing. The Employee or representative will receive ten (10) copies at no charge with all additional copies to be provided to the Employee at twenty-five cents (25¢) per copy.

ARTICLE XVII PARKING

Bargaining unit employees who elect to purchase parking will pay 0.8 % (eight tenths of one percent) of their respective annual base wage (all part-time employees who choose to purchase parking will continue to pay the applicable full-time rate) for the term of this agreement.

ARTICLE XVIII PROHIBITION AGAINST STRIKES AND LOCKOUTS

Section 1.

For the duration of this Agreement neither the Union nor any employee covered herein shall, individually or by concerted action, honor any picket line or instigate, promote, cause, participate in, organize, encourage, recognize, or authorize any strike, picketing, work stoppage, slow down of any type or for any reason, secondary boycott, or any other form of curtailment, restriction or interference of any kind with University operations, regardless of

the sponsor or organizer thereof, having the effect, either directly or indirectly, of interfering with, restricting, disrupting, or curtailing the orderly operation and functioning of the Employer, at any site of the University of Illinois.

Section 2.

- a) The Union agrees to take all reasonable steps to assure that no employees covered hereby engage in any of the actions prohibited by Section 1 hereof. Such steps shall include but shall not be limited to posting notices in conspicuous places where employees covered hereby are most likely to see them. Such notices shall express the categorical disapproval of the Union as to such prohibited act or acts and shall further direct and require all employees to cease and desist therefrom.
- b) In the event that any employee covered hereby engages in such prohibited act or acts, the Union shall utilize its best efforts to cause the employee to cease and desist from such prohibited act or acts, provided that nothing contained herein shall be construed as prohibiting the Employer from taking such disciplinary action, including dismissal or discharge, against any employee, as may be appropriate on account of such prohibited act or acts.

Section 3.

The Employer shall not engage in any lockout of employees covered hereunder because of a labor dispute with the Union during the life of this Agreement.

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

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 20, 2017 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), August 19, 2021. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 2. Status During Negotiations.

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

Section3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 on the preceding page shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement in writing.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands

on this 1st day of August, 2018

LOCAL 568M,
GRAPHIC COMMUNICATIONS
CONFERENCE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
UNION, AFL-CIO

[Signature]
7/27/18

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: [Signature] 8/1/18
Comptroller Date

[Signature] 7/17/18
Thomas F. Riley, Jr. Date
Executive Director
Labor and Employee Relations

The approval by the Conference President of this Contract does not under any circumstances, make the Conference a party to this Contract nor responsible for the observance or for any breach thereof

[Signature] 7/27/18
Jami Painter Date
Interim Associate Vice President for
Human Resources

[Signature] 7/13/18
Elyne G. Cole Date
Associate Provost for Human
Resources

Approved by:

[Signature]
George Teslerchi
Conference President

[Signature] 8/14/17
Robb Craddock Date
Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature] 7/27/18
Craig Hofer Date
Legal Counsel