

A G R E E M E N T
by and between
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
LOCAL NO. 399, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

Effective from July 1, 2019 through August 20, 2022.

This Agreement is 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 of the International Union of Operating Engineers (hereinafter referred to as UNION) on 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 of Illinois (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 relationship 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 function of the University.

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 the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the 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) the 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 between any of the foregoing and any provision of this Agreement, the former shall prevail except where a deviation from the same is set out in express terms herein.
- c) Previous agreements and commitments by and between the parties, contradictory to provisions 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. Class Represented.

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

Housing Maintenance Inspector

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 the purpose of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System of Illinois.

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 single negotiation unit recognized by this Agreement.

Section 3. Protected Activity.

Each employee may make his/her own personal decision with regard 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 a representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 4. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, marital status, religion, sex, age, disability, order of protection status, ancestry, civil union status, genetic information,

sexual orientation, gender identity, status as a protected veteran, or membership or non-membership in or activity on behalf of or in opposition to the Union.

Section 5. 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. Upon written request by the Union, the Employer will discuss those changes which may or may not be perceived to substantially alter or materially affect the working conditions of employee representatives, as well as those which may be considered to be inconsistent with the express provision of this Agreement.

Section 6. Union Activity.

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. 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.

Section 7. Notification of Recognition.

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

**ARTICLE IV
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the parties of this Agreement. The Employer shall provide notification of 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. Wage Increases

For the first year of this Agreement, it is hereby agreed by both parties to this Agreement that wages will be adjusted on July 1, 2019 by the two percent (2%).

For each subsequent year of this Agreement (August 23, 2020 and August 22, 2021), it is hereby agreed by both parties to this Agreement that wages will be adjusted on the first pay period of the academic year by the percentage increase announced by the University of Illinois Urbana-Champaign campus according to the General Salary Policy for Civil Service Employees or by the percentage appropriated by the State of Illinois Legislature for general wage increases for University civil service employees or one and one-half percent (1.5%), whichever is greater. This percentage increase will be implemented to all classifications represented in this Agreement provided that all eligibility criteria or parameters for the increase amount are met.

A new Supplemental Wage Appendix for the second, and third years will be executed between the parties as is necessary.

Section 4. Wage Implementation.

Notwithstanding anything contained herein, increases in the wage and salary benefits awarded and agreed to through this collective agreement shall apply only to and be given only to employees of the Board of Trustees of the University of Illinois as of the date of signing of this Agreement and those employees hired thereafter.

Longevity step increases for all covered employees for contract year beginning July 1, 2011, shall be determined in negotiations by the parties to this Agreement and no longevity step increases shall be awarded in the foregoing contract year unless and until agreement to so award such longevity step increases has been reached between the parties.

Section 5. Wages (Overtime).

- a) 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 their classifications for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime may only be performed pursuant to specific supervisory direction.
- b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do 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.
- c) Inasmuch as the Employer operates an educational institution functioning in the public good and welfare, and services provided the Employer by its personnel are essential to the operation of said institution, the workers covered by this Agreement, through its acceptance by their duly constituted Bargaining Agent, collectively guarantee to perform overtime work whenever the Employer deems necessary, being paid for said work at the rates established herein.

Opportunity to work overtime will be distributed as equally as practicable among the personnel consistent with the provisions of this Agreement. The Employer shall not be required to break in on any work in progress or change an employee's shift when assigning overtime. Offered overtime not

worked will be considered as worked for the purpose of determining eligibility for overtime opportunities. The Housing Department will maintain an overtime list that it will strive to update and post on the Housing intra-net website on a weekly basis. If any employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future overtime work until reasonable balance is recreated.

The Probationary Employee, when deemed capable and ready (after orientation and on-the-job training) by his/her supervisor, will be entered into the Overtime List at an "averaged hours to date" point. This "average hours to date" point will be the combined total of all overtime hours worked to date divided by the number of Housing Maintenance Inspectors available to work those hours. The parties also agree that either party can request a meeting to discuss potential amendments to or dissolution of this provision

Section 6. Wages (Call-back).

- a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for an employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- b) Employees who report back upon the Employer's premises at the time specified in the callback but 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 except for Sunday and holidays designated in 110 ILCS 70/45a. Employees who report back to the Employer's premises on Sunday or a designated holiday at the time specified in the callback with no work being offered shall be paid four (4) hours pay at one and one half times (1 ½) the employee's regular hourly rate. Employee(s) who reports back to the Employer's premises on Sunday or a designated holiday and performs the work assigned shall receive a minimum of four (4) hours pay, or be paid for actual time worked as overtime, whichever is greater.

Any previous agreements between the parties in existence prior to the implementation of this Agreement regarding callback assignment are null and void. Methodology and compensation regarding callback shall be governed by Article IV, Section 6 of this Agreement.

Section 7. "Stand-by" Pay

The University, within its sole discretion, may require any HMI to be on "stand-by" and thereby be available to report to work anytime between 4:30 p.m. and 8:00 a.m. on any day of the calendar week, regardless of the employee's work schedule. The University will notify those employees who are required to be on "stand-by".

For each work week that an employee is required to be on "stand-by," the employee will be paid additional compensation. Employees will receive one hundred seventy dollars (\$170) in additional compensation for each work week that the employee is on "stand-by". Effective October 28, 2019, employees will receive one hundred and seventy-five dollars (\$175.00) in additional compensation for each work week that an employee is on "stand-by". Effective August 23, 2020, employees will receive

one hundred and eighty dollars (\$180) in additional compensation for each work week that the employee is on “stand-by”. Effective August 22, 2021, employees will receive one hundred and eighty-five dollars (\$185) in additional compensation for each work week that the employee is on “stand-by”.

ARTICLE V BENEFITS

Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement and Inter-institutional 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.

ARTICLE VI WORKING RULES AND CONDITIONS

Section 1. Shift, Workday and Workweek.

- a) The shift shall consist of eight (8) hours of work except as broken by a one-half (1/2) hour unpaid lunch period.
- b) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m., each calendar day.
- c) The Housing Department reserves the right to develop and revise work schedules to meet the operational needs of the University, as determined by the Housing Department. Typically, though, full-time work will be scheduled utilizing one of the following schedules:
 - Monday – Friday, 8 am to 4:30 pm
 - Wednesday – Sunday, 4:00 pm to 12:00 am
 - Friday – Sunday, 8:00 am to 4:30 pm AND Monday – Tuesday, 4 pm – 12:00 am

Upon the written request of the Union, the Housing Department will meet with the Union to discuss the reason for any revisions or modifications to its work schedules.

- d) No employee in the bargaining unit prior to July 1, 1997 will be required to work the 10:00 a.m. - 6:30 p.m. shift.

Section 2. Employee Responsibility and Obligation Toward Work.

The Union agrees that the personnel it represents in this Agreement will obey all orders of those in authority and work in every way to the best interest of the Employer.

Section 3. Conditions of Employment.

Except as specifically provided in this Agreement, no change can be made in the conditions of employment established herein except by negotiation with the Union, and then only in accordance with Policy and Rules, and Illinois Statutes and rules governing the State Universities Civil Service System of Illinois which are and shall be specifically included as part of this Agreement.

Section 4. Layoffs.

- a) A status employee shall receive a written notice at least fifteen (15) working days in advance of the effective date of layoff when such layoff is to exceed thirty (30) consecutive work days. The effective date of the layoff may be delayed up to fifteen (15) days without the requirement of further notice. In the event of a shorter term layoff - less than thirty (30) consecutive workdays - a status employee, whenever possible, shall receive a written notice at least ten (10) working days in advance of the effective date of layoff.
- b) At the written request of the employee, the Employer may lay off that individual employee without regard to the notice provisions set forth herein.

Section 5. Temporary Upgrading - Procedure and Payment.

- a) Procedure - When all Housing Maintenance Supervisors are absent simultaneously for one (1) or more work days, the Employer may at its sole discretion temporary upgrade a Housing Maintenance Inspector to fill each vacant position. When one (1) Housing Maintenance Supervisor is absent for one (1) work week or more the Employer may at its sole discretion temporary upgrade a Housing Maintenance Inspector to fill the vacant position. All temporary upgrading shall be done in accordance with Rule 250.100(b) of the State Universities Civil Service System Statute and Rules. The Employer reserves the right of selection among employees eligible for temporary upgrade; however, no eligible employee may be temporarily upgraded more than one (1) time during any thirty (30) consecutive day period. Payment - An employee temporarily upgraded to a Housing Maintenance Supervisor shall receive an increase of 4 per cent (4%) per hour to his/her basic straight time hourly rate for all hours worked during any such temporary upgrade. Overtime and all other benefits shall be calculated on the regular hourly rate (as defined by Federal law).

Section 6. Uniforms

The Employer may require employees within the bargaining unit to wear prescribed clothing or uniforms while performing duties on behalf of the Employer or whenever they are on University property in areas not accessible to the general public, but will afford those employees, or their representatives, the opportunity to provide input on the selection of the type and color of the clothing or uniform, taking into consideration the operational needs of the University and the safety of the

employees. Employees will not be required to wear the prescribed clothing or uniform if they have returned to work pursuant to a call-back, but at a minimum will be required under those circumstances to have their Housing Department identification badge openly displayed on their person at all times while performing duties on behalf of the Employer or whenever they are on University property in areas not accessible to the general public.

The parties understand and agree that the color ultimately selected for the prescribed clothing or uniform shall be a color that is unique to maintenance employees within the Housing Department, and that the uniform provided to Housing Maintenance Inspectors may be assigned to other maintenance employees in the Housing Department as well.

The Employer shall furnish employees with the prescribed clothing or uniforms (in equal numbers to each employee within the classification), and shall provide replacement clothing if, after inspection, the Employer determines that replacement clothing is needed due to normal wear and tear. Each employee is responsible for cleaning, laundering, and maintaining the provided clothing or uniform in a wearable and presentable fashion.

Section 7. Parking

Throughout the term of this Agreement, bargaining unit employees who elect to purchase parking passes for daytime parking will be required to pay the same parking rates, as amended from time to time, that are offered to other University employees as part of the University's general parking fee rate structure or a fee that is equivalent to eight-tenths of one percent (0.8%) of their respective annual base salary, whichever is less. Effective January 1, 2020, the rate shall be increased to nine-tenths of one percent (0.9%). Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable) and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees. In the event the University seeks to change the method in which employees pay for parking, the Union shall be notified and the union shall be afforded the opportunity to negotiate if the Union requests within ten (10) days of the notification.

Section 8. Shift Vacancy due to Absence of the Incumbent Employee

Whenever a vacancy occurs in a shift due to the absence of the incumbent employee, the University shall seek to fill the vacancy in the following manner:

- a) The University first will offer the work on the vacant shift as overtime to other HMIs in accordance with the overtime procedures set forth in Article IV, Section 5. The work will be offered with an option of working the entire shift vacant shift or working the first half or second half of the vacant shift. Upon filling one-half (1/2) of the vacant shift, the University will continue offering the remaining half of the shift until it is filled or it is determined that no one is available to fill it.
- b) If the vacancy cannot be filled through the process set forth in subsection (a), the University will assign the whole or remaining half of the vacant shift to the HMI who is on "stand-by" during the vacancy.

Section 9. Pilot Program on Shorts

Effective upon signature of the Agreement, the parties agree to implement a pilot program for the wearing of shorts year round, unless safety or operational requirements prohibit the wearing of shorts at a specific location or time. The parties shall review the pilot program every six (6) months. Either party may terminate the pilot program at any time upon thirty (30) notice and appropriate rationale.

**ARTICLE VII
PERFORMANCE MANAGEMENT**

Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the 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 Employer 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 Employer became aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than thirty (30) days after the University became aware that the action or event occurred.

The Employer may request an extension of the thirty (30) day time limit and the Union shall not unreasonably deny the request.

Absence of an employee for five (5) consecutive workdays without reporting to the Employer, or 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.

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 Employer shall provide copies to the Union of their guidelines and other materials, which are provided to the management for the purpose of proper implementation of the PPP.

Section 3. Manner of Issuing Corrective Action

Corrective Action will be issued in a private manner so as not to cause unnecessary embarrassment to the employee.

Section 4. Pre-disciplinary Meeting and Notification

When the employer is contemplating formal corrective action, a pre-disciplinary meeting will be held. The employer will provide at least three (3) working days written notice to the employee prior to said meeting, except in cases of emergency, which the employer alone may define. Said notice shall contain date, time and location of meeting, specific reason, 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 to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Notification of Corrective Action

In the event a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, the employer shall promptly furnish the Union through its designated representative (unless requested not to do so in writing), and the employee with written notice of such corrective action and the reasons therefore.

Section 6. Historical Information

All formal and informal actions will remain as part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below provided 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, management 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 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 during this time period
- b. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period
- c. Decision Making Leave – Twenty-four (24) months; provided no other formal corrective action during this time period

Section 7. 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 VIII GRIEVANCE PROCEDURE

Section 1. General Provisions.

- a) Definition - A grievance is defined as a complaint by an employee or the Union which alleges a violation of a section or sections of this Collective Bargaining Agreement.
- b) Grievances will be processed as set forth in the following sections of this ARTICLE. This includes employee grievances filed under the provisions of Section 115 ILCS 5/3(b) of the Illinois Educational Labor Relations Act.
- c) All grievances are controlled by the provisions of paragraph "b" of this Section 1, except that 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 seven (7) calendar days following the date the grievance is alleged to have occurred or within seven (7) calendar days after the employee should reasonably have known of the occurrence leading to the grievance. 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 the Department within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Director of the Department or his designee shall study the grievance and respond in writing within seven (7) calendar days. This response from the Director or his/her designee will be the final position of the Department.
- d) If the grievant or the Union wishes to appeal from the decision of the Department, it shall do so in writing within seven (7) calendar days after the Department's decision is received or due. The appeal shall be directed to the Campus Chancellor, or his/her 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/her designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) calendar days after receipt of the appeal if no hearing is conducted, or within fourteen (14) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his/her designee.
- f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his/her designee, it shall request mandatory arbitration, in writing, within seven (7) calendar days from date of receipt of the decision. The written request shall be directed to the Office of Labor and Employee Relations - Staff Human Resources.
- g) The foregoing time limits may be extended by mutual agreement.
- h) Either party may invite a member of the Labor and Employee Relations Section of Staff Human Resources to participate in any meetings held in accordance with this Section.

Section 4. Arbitration.

- a) When the Office of Labor and Employee Relations - Staff Human Resources receives a written request for Arbitration, then 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 fifteen (15) calendar

days. The Employer and the Union shall alternately strike six (6) of the seven (7) names provided that each party retains the right to reject one (1) panel in its entirety prior to the first strike. 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, including the fee of the Arbitrator, 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.
- e) Grievances relative to Discharge, Demotion, Position Classification and Discrimination are not subject to Arbitration.

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

ARTICLE IX SENIORITY

Section 1. Service and Seniority.

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

Section 2. Rosters.

The Employer will provide copies of rosters to the Union by class, and by lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

Section 3. Seniority Preference.

Whenever any position as a Housing Maintenance Inspector becomes vacant, the Employer will consider employees presently working as Housing Maintenance Inspectors to fill said vacancy in order of seniority, provided any employee offered the vacant position by virtue of seniority consideration must be qualified for the position. Seniority shall also govern choice of vacation and choice of shifts as well as, as may be provided in Policy and Rules and the Civil Service Rules, layoff and reemployment rights.

Notwithstanding the above language, the Employer reserves the right to assign or reassign a Housing Maintenance Inspector to a specific work area and a position if the needs of the operation requires such assignment or reassignment. Prior to such assignment or reassignment, the affected parties shall meet and discuss the needs of the operation in an effort to reach a mutual understanding for such change.

ARTICLE X NO STRIKE OR LOCKOUT

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages or slow downs, or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. No Lockout.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XI 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, and any authorized increase 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) calendar days prior to its effective date.

Section 2.

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.

ARTICLE XII CONFORMITY TO LAW - SAVINGS CLAUSE

If any provisions of this Agreement or the enforcement of performance of such provision is or shall at any time be contrary to Federal law or State law or Rules and Regulations thereof, then such

provisions shall not be applicable or enforced or performed except to the extent permitted by such laws. The parties shall thereupon negotiate a substitute provision.

If any provision of this Agreement or its application to covered employees is held contrary to law, the remainder of this Agreement shall not be affected thereby. If at any time thereafter such provision or its application shall no longer conflict with the law it shall be deemed restored in full force and effect.

ARTICLE XIII
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., July 1, 2019 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, August 20, 2022. This Agreement supercedes the Agreement between the parties to expire June 30, 2019. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least one hundred and twenty (120) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter 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 this Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

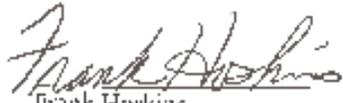
The Party giving notice of a desire to modify this Agreement as provided in Section 1 above shall commence negotiations by submitting a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this the 19th day of December, 2019.

LOCAL #309, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

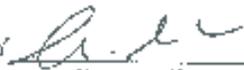


Brian Flacey
President-Business Manager

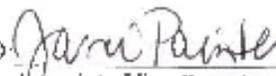


Frank Hoskins
Business Representative

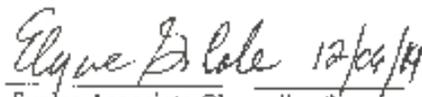
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY 

Comptroller

APPROVED 

Associate Vice President and Chief
Human Resources Officer



Senior Associate Chancellor for
Human Resources



Executive Director of Employee and
Labor Relations



Chief Negotiator

APPROVED AS TO LEGAL FORM:



University Counsel (date)
12/19/19

**APPENDIX "A" TO AGREEMENT
BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
LOCAL #399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

<u>Class</u>	<u>Wage Rate</u>
HOUSING MAINTENANCE INSPECTOR	<u>7/01/19</u>
1st Year of Employment	\$ 26.54
After 1st Year of Employment	\$ 30.32