

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'
DISTRICT COUNCIL AND LABORERS' LOCAL 703**

August 26, 2018 through August 15, 2022

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August 26, 2018 through August 15, 2022

This collective bargaining agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation ("University"), and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, and Laborers' Local 703 ("Union"), on behalf of the University employees identified within Article 3 of this Agreement.

**ARTICLE 1
AUTHORIZATION AND PURPOSE**

Section 1. Authorization

This Agreement is authorized by the Illinois Educational Labor Relations Act (115 ILCS 5/1 et. seq.).

Section 2. Purpose

This Agreement is intended to promote sound and mutually beneficial relationships between the University and the Union. The University and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the University.

**ARTICLE 2
LIMITATIONS**

Section 1. Limitations

- a) This Agreement is subject to: 1) all applicable federal and state laws as amended from time to time; 2) the rules and regulations of the Illinois State Universities Civil Service System as amended from time to time; 3) the rules and regulations of the State Universities Retirement System as amended from time to time; 4) the statutes and general rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; and 5) the provisions of the University's Policy and Rules ("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) If any of the foregoing laws, rules, regulations, policies or statutes conflict with any provision of this Agreement, the former shall prevail, except where a deviation from the same is expressly noted within this Agreement.

- c) This Agreement represents the entire agreement between the parties on the terms and conditions of employment for the represented employees. All previous agreements or commitments by and between the parties that conflict with or contradict the provisions of this Agreement are deemed null and void as of the effective date of this Agreement. Any subsequent amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ARTICLE 3 NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented

The University recognizes the Union as the exclusive bargaining representative for a single bargaining unit comprised of employees within the following classifications, as defined by the Illinois State Universities Civil Service System, who are employed by the University at its Urbana-Champaign campus:

Athletic Facilities Attendants
Grounds Equipment Mechanic
Grounds Gardener
Groundswoker
Mailing Equipment Operator/Expeditor I
Mailing Equipment Operator/Expeditor II
Airport Mechanic
Parking Service Agent I
Parking Services Agent II

The parties acknowledge that the classifications of Flight Line Attendant I, Flight Line Attendant II, Junior Airport Mechanic, and Parking Services Assistant previously were recognized as falling within this bargaining unit, but were deleted from the list set forth above because those classifications are no longer utilized 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 those classifications were previously part of the bargaining unit.

This exclusive representation is for the purposes of determining appropriate rates or ranges of compensation and other terms and conditions of employment to provide notification to the Illinois State Universities Civil Service System. Dismissal of an employee serving in a learner, apprentice, trainee, or intern position is not appealable or subject to the grievance procedure.

Section 2. New Classes and Recognition

The University agrees to incorporate into the recognized bargaining unit any new civil service classifications that are established by the Illinois State Universities Civil Service System to perform the same work that is presently being performed by any of the classifications identified within Section 1 of this Article.

Section 3. Equal Opportunity

Neither the University nor the Union shall discriminate against or harass any applicant, candidate for employment, or employee based upon that individual's race, color, national origin, ancestry, creed, gender, sex, age, religion, marital/civil union/parental status, disability, sexual orientation including gender identity, genetic information, unfavorable discharge from the military, status as a protected veteran, or status as a victim of domestic or sexual violence, within the meaning of and as defined by the applicable federal and state employment statutes.

Section 4. Rights of the University

The Union recognizes the University's right to manage its operations and to plan, direct, and control the policies and conditions of employment for its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. Recognizing the Union's need to be aware of any changes that materially affect the working conditions of bargaining unit employee, the University agrees to inform the Union of such changes.

The Union recognizes the rights reserved to the University under Section 4 of the Illinois Educational Labor Relations Act (115 ILCS 5/4). The University, in turn, recognizes the rights afforded to the Union under Section 3(b) of the Illinois Education Labor Relations Act (115 ILCS 5/3(b)).

Section 5. Protected Activity

Each bargaining unit employee will be allowed to make their own personal decision regarding membership in the Union or any other employee organization free from intimidation or coercion. No bargaining unit employee will not be discriminated against based upon their Union membership or because they are acting as a representative on behalf of the Union, its members or other non-academic employees pursuant to the provisions of this Agreement or the University's 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 University employees during working hours, provided however that a bargaining unit employee designated by the Union to handle Union-related matters may leave his or her assigned work with permission from appropriate supervision to investigate grievances or to present matters in accordance with Policy and Rules. Employees will be permitted a reasonable amount of paid "release" time for grievance processing and investigation, contract negotiations and attendance at committee meetings conducted pursuant to the terms of this Agreement. A reasonable amount of paid "release" time for contract negotiations, in the absence of a prior agreement between the parties, is one hour before negotiations are scheduled to begin and one-half hour following the completion of negotiations. Release time is only paid for time spent during an employee's normal work schedule. Employees must receive prior departmental approval. Such approval normally shall be given subject to emergency exceptions.
- b) Upon approval by the University, the Union may post certain notices and bulletins upon bulletin boards designated by the department. These notices and bulletins will be on official Union letterhead and signed by a Union officer. Notices and bulletins permitted to be posted are:

1. Notices of Union Meetings
2. Notices of Union Elections
3. Notices of Union Appointments and Results of Union elections, and any others, which the department may approve from time to time.

The Union will submit to the designated departmental official the number of copies that it wants to have posted, along with one (1) additional copy.

- c) Authorized Union representatives will be granted time off without pay to attend Union functions that exceed two (2) days in length, if departmental operations permit. Under normal circumstances, employees will provide a minimum of thirty (30) calendar days' advance notice. Authorized Union representatives also will be granted time off without pay to attend Union functions that are two (2) or less days in length, if departmental operations permit and upon providing reasonable advance notice. In either case, the affected employee(s) may use any accrued vacation or compensatory time to avoid taking the time off without pay.
- d) A bargaining unit employee may request a special leave of absence that shall not exceed three (3) years in length to hold a Union office. The University shall not unreasonably deny such a request.

Section 7. Notification of Recognition

The University will notify all employees hired into a classification that falls within the bargaining unit covered by this Agreement that the Union is the authorized negotiating representative for those employees.

Section 8. Union Meetings on Premises

As a registered organization, the Union may reserve and use approved University facilities for Union meetings on the same basis as other registered organizations.

Section 9. Departmental Rules

Employees and Union representatives may review any departmental rules that have been reduced to writing. Such rules shall not be deemed to be exhaustive and shall not supersede the laws, statutes, rules, regulations, and policies referenced above in Article 2 of this Agreement.

Section 10. Bargaining Unit Information

The University shall provide the Union on a monthly basis with a report, in a hard copy form, detailing the following personnel actions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves, returns from leaves and terminations.

Section 11. Stewards

- a) The Business Manager of the Local Union shall appoint a Steward for each classification listed within Article 3 who shall be responsible for ensuring compliance with this Agreement.
- b) The University shall recognize the right of the Union to select Stewards from among the bargaining unit employees and to assign them duties that include the promotion of harmony, respect, and cooperation within the workplace.

ARTICLE 4 WAGES

Section 1. Establishment of Wages

The wages set forth within this Agreement have been negotiated by the parties and shall be provided to the University to the Illinois State Universities Civil Service System.

Section 2. Effective Date of Wages

The wages established through this Agreement shall become, and remain, effective on the dates set forth in the attached Appendix "A" to this Agreement, which is incorporated in and made a part of this Agreement.

Section 3. Other Wage Conditions

Notwithstanding any other provisions of this Agreement, the negotiated increases in wages and salary benefits set forth within this Agreement shall apply and be given only to those individuals who are employed by the University as of the date that this Agreement is executed or are hired into the bargaining unit after that date. For those employees who are eligible, the negotiated increases shall be retroactive to the effective date of this Agreement.

Section 4. Overtime Compensation

- a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by federal law) for their classifications for time worked 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 University may require bargaining unit employees to work overtime. The University will notify employees of the need and probability of working overtime as far in advance as practicable, except in unforeseen or emergency situations which the University alone may define.
- c) Overtime work will be distributed as equally as practicable among employees within the same classification. Employees who establish that they have been deprived a fair share of overtime hours will be offered overtime on a preferential basis until an appropriate balance of overtime hours is achieved for the year in question, which will be measured from July 1st through June 30th of each year. For Employees at Willard Airport, overtime will be equalized based upon overtime opportunities.

For employees of the Division of Intercollegiate Athletics, all overtime worked as a result of gender specific assignments shall be not be counted as overtime hours worked for the purposes of equalization.

- d) Whenever mutually agreeable to the Department Head and the employee, an eligible employee may be granted compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked in lieu of receiving overtime pay. An employee may not accumulate compensatory time that exceeds twice the number of hours in the employee's weekly work schedule or the basic, full-time work schedule for the employee's classification, whichever is less.

Section 5. Call-Back Pay

- 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 the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- b) Employees who report back upon the University's premises at the time specified in the call-back, but are not offered work, shall be paid two (2) hours pay at the overtime or premium rate for Monday through Friday (not including holidays), whichever is applicable. If the employee called back actually reports upon the University's premises at the time specified in the call-back, and performs the work assigned by the University, the employee shall receive a minimum of two (2) hours pay for call-backs on Monday through Friday (not including holidays), or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rates.
- c) Employees who are called-back on Saturday, Sunday or a holiday, but are not offered work, shall be paid three (3) hours pay at the overtime or premium rate, whichever is applicable. If the employee called back on a Saturday, Sunday or holiday actually reports upon the University's premises at the time specified in the call-back, and performs the work assigned by the University, the employee shall receive a minimum of three (3) hours pay, or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rates.

Section 6. Shift Differential

- a) With the exception of Athletic Facilities Attendants who are eligible for a flexible schedule differential, all other employees covered by this Agreement shall have the following shift differential added to their hourly rate of pay if they are assigned to work a second or third shift established by their employing units:

Second Shift (3:00 P.M. to 11:00 P.M.) - 25¢

Third Shift (11:00 PM. to 7:00 A.M.) - 35¢

- b) Employees shall be eligible for the shift differentials set forth in paragraph (a) above only if the majority of their work time for the workday in question is performed within the designated times for the applicable shift for which the differential is being sought.

Section 7. Lead Worker

When an Athletic Facilities Attendant performs as a Lead Worker at the direction of the University, the employee shall receive a fifty-five cents (55¢) per hour increase for all hours worked while performing Lead Worker duties in addition to the employee's basic straight time hourly rate (along with any applicable shift differential).

Section 8. Temporary Help

Non-status appointments and learners shall be handled in accordance with Section 250.70 of the Illinois State Universities Civil Service System Statute and Rules.

Section 9. Wage Increases

Bargaining unit members who are employed by the University in bargaining unit classifications as of the date that this Agreement is fully executed shall receive a two percent (2%) increase to their base salary that is retroactive to August 26, 2018. In addition, bargaining unit members who are employed by the University in bargaining unit classifications as of the date that this Agreement is fully executed also shall receive a one-time signing bonus of two hundred dollars (\$200.00) that will not be added to their base. At the beginning of each of the remaining-contract years thereafter, all bargaining unit employees shall receive a guaranteed across-the-board percentage increase of one-percent to their base salary or an increase that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana-Champaign campus) for civil service employees (civil service pay adjustment increment) for that year,-whichever is greater.

ARTICLE 5 BENEFITS

Section 1. Policy

The University will offer and provide employee benefits (e.g., leaves of absence, disability, sick leave, holidays, vacation, personal leave, retirement, and interinstitutional reciprocity) to bargaining unit employees as set forth in its Policy and Rules. Benefits under the control of the University 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 University employees.

ARTICLE 6 WORKING RULES AND CONDITIONS

Section 1. Shift, Workday, and Workweek for All Employees

- a) A regular work period consists of eight (8) hours of work that, in some cases, may span two calendar days.

- b) A regular workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, spanning seven (7) consecutive periods of twenty-four (24) hours that commences at 12:01 a.m. on Sunday of each calendar week.
- c) Whenever Airport Mechanics are called in to work three (3) or more hours in advance of their regularly scheduled shift, the University may allow the employee to have a fifteen (15) minute break immediately preceding the start of the regular shift, if operations and weather conditions permit. A one-half (½) hour unpaid meal break will be provided during the employee's regularly scheduled shift.
- d) With the exception of Athletic Facilities Attendants, full-time bargaining unit employees shall be scheduled to work a forty (40) hour workweek that is comprised of five (5) consecutive eight (8) hour work periods. Those employees currently are being assigned to the following shifts:

First Shift:

- 5:00 a.m. to 1:30 p.m. (early morning trash route)
- 7:00 a.m. to 3:00 p.m. (parking)
- 7:00 a.m. to 3:30 p.m. (grounds)
- 7:30 a.m. to 4:00 p.m. (parking)
- 8:00 a.m. to 4:30 p.m. (parking, airport)
- 8:00 a.m. to 5:00 p.m. (mailing center)
- 8:30 a.m. to 5:00 p.m. (mailing center)
- 9:30 a.m. to 6:00 p.m. (parking)

Second Shift:

- 2:30 p.m. to 11:00 p.m. (parking)

Third Shift:

- 10:30 p.m. to 7:00 a.m. (parking)

- e) Throughout the duration of this Agreement, the University will assign no less than sixteen (16) full-time Athletic Facilities Attendants to a regular forty (40) hour workweek, which is comprised of five (5) consecutive eight (8) hour work periods, on one of the following fixed shifts:

- 7:30 a.m. to 4:00 p.m. (first shift)
- 3:00 p.m. to 11:00 p.m. (second shift)
- 11:00 p.m. to 7:00 a.m. (third shift)

If an Athletic Facilities Attendant assigned to a fixed schedule should permanently leave that position for any reason (such as through retirement, resignation, transfer, promotion or discharge) or requests instead to be assigned to a flexible schedule, the University shall offer that fixed schedule to the other full-time Athletic Facilities Attendants within the bargaining unit on the basis of their seniority within the classification.

- f) Subject to the restriction set forth in the above paragraph, the University may assign Athletic Facilities Attendants to a flexible work schedule, i.e., a work schedule that may not necessarily consist of five (5) consecutive work periods and which may contain varying start and end times for

each work period. In assigning Athletic Facilities Attendants to a flexible work schedule, the University must adhere to the following conditions:

- 1) The regular workweek shall be forty (40) hours;
 - 2) Although the University normally will schedule those Athletic Facilities Attendants to five (5) consecutive eight (8) hour work periods, the parties acknowledge and agree that the University may assign those employees in any given work week to a schedule that includes non-consecutive work periods whenever deemed necessary by the University to meet its operational needs throughout the period from August 1st through May 31st;
 - 3) Overtime shall be paid for all hours worked in excess of eight (8) in any given work period;
 - 4) No Athletic Facilities Attendants may be assigned to work more than sixteen (16) consecutive hours;
 - 5) Athletic Facilities Attendants must be granted a rest period of at least eight (8) hours between each work period (including any overtime work);
 - 6) The University will post the work schedule for the following week by no later than 4:00 p.m. on the preceding Thursday; and
 - 7) Following the full execution of this Agreement, Athletic Facilities Attendants will have a forty cents (\$0.40) differential added to their regular rate of pay for each hour that they work a flexible schedule. In consideration for receiving this flexible schedule differential, those employees will not be eligible to receive any shift differentials.
- g) The parties agree that the University may establish new shifts to meet its operational needs in accordance with Rule 4.04 of Policy and Rules. The Union's designated representative will be notified of any shift change and arrangements will be made to negotiate the impact of that change prior to its implementation.
- h) Employees will be entitled to take an unpaid lunch break near the midpoint of their workday. The time and length of that lunch break will be determined by the department to which the employee is assigned. In addition, employees normally will be granted a fifteen (15) minute break during the first half of their workday, as well as another fifteen (15) minute break during the second half of their workday, subject to the operational needs of the department.

Section 2. Early Morning Trash Route

- a) An early morning trash route is established to run from the first Monday in April in any contract year through the last Friday in November (these periods being hereinafter referred to collectively as the "early shift period"). Assignment to the early morning trash route will be on a voluntary basis, if possible. If more than two Groundworkers volunteer for this route, the University will assign the two most senior Groundworkers to the route. In the absence of two volunteers for this route, the assignment will be mandatory using reverse seniority.

- b) During the early shift period, the early morning trash route will have a start time of 5:00 a.m. and an ending time of 1:30 p.m. If the scheduled trash routes for this shift cannot be completed by 1:30 p.m., the University will allow the worker or workers assigned on this shift to complete the routes as needed with the payment of appropriate overtime.
- c) During the early shift period, the University agrees that it shall use two workers on one truck for the first two hours of the early shift period. If a worker is absent due to illness, vacation, or other reasons, the University will assign a replacement worker to fill the absent worker's position until that worker returns, unless the University does not receive the notification of the absence in sufficient time to reasonably obtain a substitute worker for the shift.
- d) Because employees within the classification of Grounds Worker may be assigned to the garbage route as a part of their duties, they must be licensed to operate the garbage truck under state law.
- e) The University will make all arrangements for the Grounds Workers to obtain a Class C driver's license, including scheduling and coordinating with the licensing facility and payment of expenses for obtaining the license.

Section 3. Pesticide Licensing Requirement

- a) Because employees within the classifications of Groundswoker, Airport Mechanic and Athletic Facilities Attendant may be assigned to spray pesticide as part of their duties, they must be licensed to engage in that work under state law.
- b) To ensure that the affected employees are properly equipped to perform those duties satisfactorily and in a manner consistent with the relevant law, the parties agree that:
 - 1) The University will make all arrangements for the employees identified in subsection (a) above who will be required by state law to use pesticides to obtain a State of Illinois Pesticide Operators License, including scheduling and coordination with the licensing facility and payment of expenses for obtaining and renewing the license. Employees will be given up to three attempts to pass the state examination at the University's expense in any given contract year.
 - 2) The University will provide employees in the above classifications with all necessary personal protective equipment (PPE) when they are required to apply pesticides.
 - 3) The Union will encourage employees identified in subsection (a) above to obtain and keep current thereafter a State of Illinois Pesticide Operators License.

Section 4. Uniforms

The University will furnish work uniforms to employees within the classifications of Airport Mechanic and Parking Service Technician. Whenever Athletic Facilities Attendant are required to wear uniforms, the University will furnish uniforms that are suitable for the weather in which they will be worn to those employees.

Section 5. Health and Safety

Consistent with the standards established by the Illinois Department of Labor, the University shall provide a safe and healthful workplace, and accordingly, shall take appropriate measures to safeguard the safety and health of bargaining unit employees during their work hours. Departments will post appropriate safety rules. The University will pay the cost of all safety items that employees are required to use on the job. The University shall be responsible for informing employees about safety rules, regulations and procedures. The Union supports the use of safety equipment on the job. This section is not meant to nullify any other safety equipment program now in existence. The University shall provide the Union with a copy of its current written Health and Safety policies, rules and regulations as published in the Campus Administrative Manual.

Section 6. CDL Licensing

For employees required to have a Commercial's Driver's License (CDL) under state law, the University will pay all expenses for obtaining, maintaining, and renewing the CDL. Employees are required to keep any license obtained under this paragraph both current and valid.

Section 7. Holidays

The University recognizes eleven (11) holidays for its non-academic employees. To the extent feasible and consistent with the academic programs, University facilities will be closed on these holidays.

Eligible employees will be excused with full pay, except for necessary operations, on New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (the fourth Thursday in November), Christmas Day, and on five (5) other holidays, one of which shall be Dr. Martin Luther King's birthday (third Monday in January). The Chancellor will designate the other four (4) of the five (5) designated holidays, two (2) of which shall be floating holidays. The scheduling of floating holidays is subject to departmental approval. Further, operational needs permitting, veterans (on a seniority basis) shall be given preference for designating Veteran's Day as a floating holiday.

To be eligible for holiday pay, an employee must have worked his/her last full scheduled workday prior to and his/her next full scheduled workday after the holiday.

The Union recognizes that many University activities continue throughout the holiday period and some employees covered by this Agreement may be required to work on days designated as holidays in order to provide necessary services as determined by their supervisors. The University agrees that holiday pay shall be in accordance with Policy and Rules.

Section 8. Parking

With the exception of those bargaining unit employees assigned to the Willard Airport, parking permits at the University will be available for purchase by bargaining unit employees throughout the duration of this Agreement under the same general terms as such permits are available for purchase by other University employees. Upon the full execution of this Agreement, bargaining unit employees assigned to the Willard Airport will be charged for annual parking permits at the airport at a rate equivalent to two and one-half tenths of one-percent (0.0025%) of their annual salary, and the rate thereafter may be increased during the term of this Agreement by the same percentage that the cost of parking permits are increased for other University employees.

ARTICLE 7 SENIORITY

Section 1. Service and Seniority

Service and seniority are governed by the Illinois State Universities Civil Service System Statute and Rules, as well as by the University's Policy and Rules. Any Assembly Hall Attendants transitioned into the bargaining unit as Athletic Facilities Attendants will begin to accrue seniority within the Athletic Facilities Attendant classification only after they begin to perform work within that classification. Those employees will not be able to carry over or convert any of the seniority that they accrued within the Assembly Hall Attendant classification for the purposes of determining seniority among the Athletic Facilities Attendants.

Section 2. Rosters

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

ARTICLE 8 PERSONNEL FILES

Section 1. Official Personnel File

The Records Administration unit within the University's Staff Human Resources shall maintain the official personnel file for covered employees. When any document relating to disciplinary action is placed in an employee's official personnel file, the University shall furnish the employee with a copy of that 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 40/1 et seq.). If authorized by the employee in writing, the Union also may review the official personnel file pursuant to the 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 the employee wishes. Reasonable requests to copy documents in the files shall be honored.

Employees (and the Union) also will 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 remains part of the file.

Section 4. Necessary to Employment Information

Information about employees in the official personnel 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

Requests by employees or their designated representatives for copies of personnel records will be honored at a cost not to exceed the actual cost of duplication.

ARTICLE 9 GRIEVANCE AND ARBITRATION

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 Agreement.
- b) Grievances will be processed as set forth in the following sections of this Article, including 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 relating to the classification of positions are controlled by the provisions of the Illinois State Universities Civil Service System Statute and Rules. Grievances relative to discharge and demotion are controlled by Section 5 of this Article.
- d) The grievance resolution procedure contained within this Agreement applies to all employees covered by this Agreement and provides for binding arbitration, except as otherwise provided in Section 4 e) of this Article 9.

Section 2. Time Limits to File

A grievance must be filed with the University within thirty (30) calendar days following the date the underlying action or omission giving rise to the grievance is alleged to have occurred or within thirty (30) 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. The employee or employees involved shall first discuss the grievance with the immediate supervisor. A Union representative shall attend this grievance meeting.

Section 3. Procedure

- a) If no agreement is reached in the grievance meeting referenced above, the grievance shall be reduced to writing by the grievant and/or the Union and submitted to the Director of the Department within fourteen (14) calendar days from the date of the grievance meeting with the immediate supervisor or within the time period set forth in Section 2 of this Article, whichever is later.
- b) The Director of the Department or his/her designee shall study the grievance and respond in writing within seven (7) calendar days. The response from the Director or his/her designee will be the final position of the Director of the Department.
- c) If the grievant or the Union wishes to appeal from the decision of the Director of the Department, it shall do so in writing within seven (7) calendar days after the Department director's decision is received or due. The appeal shall be directed to the Campus Chancellor, or his/her designee.
- d) The Campus Chancellor, or his/her 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.
- e) 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 University's Director of Labor and Employee Relations.
- f) The foregoing time limits may be extended by mutual agreement. Any step of the grievance procedure may be waived by mutual agreement, which agreement shall not be unreasonably withheld. The parties stipulate that a request by either party to waive one or more of the steps of the grievance procedure is presumptively reasonable when any one more of the following factors are present:
 - 1) The number of employee affected by the grievance is a majority of the employees within a classification listed in Article 3.
 - 2) The Union is pursuing a grievance that does not involve a disciplinary action against an individual employee and the number of employees affected by the grievance represents at least twenty-five percent (25%) of the employees within a classification listed in Article 3.
 - 3) The need for an accelerated resolution of the grievance is in the best interests of either the University or the Union, or both, and fashioning an appropriate remedy if the grievance is sustained would be made significantly more difficult or impossible if an accelerated grievance procedure is not implemented.

Section 4. Arbitration

- a) After the Director of Labor and Employee Relations receives a written request for arbitration, the University and the Union will submit a joint request for a panel of seven (7) arbitrators to the Federal Mediation and Conciliation Service. An arbitrator will be selected from this panel within fifteen (15) calendar days, unless either exercises its right to reject one (1) panel in its entirety prior to the first strike. The University and the Union shall alternately strike six (6) of the seven (7) names on the panel, and the remaining name shall serve as the arbitrator.
- b) If the arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) The costs of the arbitration, including the arbitrator's fee, shall be divided equally between the University and the Union, except that each party will be responsible for any expenses incurred for the presentation of their case. The costs incurred for the use of a court reporter and the production of a transcript also will be divided equally between the University and the Union; however, the refusal by either party to share these costs shall preclude that party from obtaining a 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 University, the Union and the employee.
- e) Grievances relating to position classification or discrimination are not subject to arbitration.

Section 5. Appeals of Demotion or Discharge (Special Procedure)

An employee who has been served written charges for discharge or demotion and who wishes to challenge that action may elect either:

- a) to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Services System, Chapter VI, Section 250.110 (e)(1) through (7) – Discharge, or (f)(1) through (3) – Demotion, or;
- b) submit a written request that is signed by a Union official to the Director of Labor and Employee Relations, within fifteen (15) calendar days after being served with the written charges by the University, seeking to have the matter referred to arbitration. An arbitrator will thereafter be selected in accordance with the procedures set forth within Article 9, Section 4(a).

The University will notify the employee of these two (2) options at the time the written charges are served. An election by an employee to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System effectively waives any rights that either the employee or the Union have to challenge the discharge or emotion through the grievance procedures set forth in Article 9 of this Agreement. The law provides, and the parties agree, that any appeal rights from a Merit Board decision are prescribed by the Illinois Administrative Review Act.

This Article represents a deviation from the University's Policy and Rules.

Section 6. Discipline

a) 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 the seriousness of the infraction or due to a 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, but in no event (except extension) more than thirty (30) days after the action or event occurred or when representatives of the University first became aware of the incident or reasonably should have known that it occurred, unless the incident is subject to a criminal and/or administrative investigation outside the control of Staff Human Resources. In cases of such outside investigations, the thirty (30) days will begin when Staff Human Resources becomes aware of the results of the investigation. The thirty (30) day limitation period is deemed to have been met if the University schedules a pre-disciplinary meeting within the time period as outlined in this agreement and the meeting is continued or delayed at the request of the Union, or if a pre-disciplinary meeting is conducted within that time period and a decision is held in abeyance pending further investigation by the University.

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

b) 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 copies to the Union of their guidelines and other materials which are provided to management for the purpose of proper implementation

of the PPP. The Union reserves the right to demand to bargain over substantial changes to the PPP guidelines as set forth in the PPP supervisor's manual.

c) Just Cause

Formal corrective action and discharge shall be based on "just cause" as defined under the Illinois State Universities Civil Service System's 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.

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?

d) Manner of Issuing Corrective Action

Corrective Action will be issued in a private manner so as not to cause unnecessary embarrassment to the employee. An employee may request a Union representative to attend a Performance Improvement Discussion, however this will not relinquish the employee's obligation of participating in said discussion.

e) 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) workdays written notice to the employee and the Union prior to the meeting, except in cases of emergency, which the University alone may define. The notice shall contain the date, time and location of meeting, the 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 nevertheless shall be entitled to be present as a non-active participant at any and all such meetings.

f) Notification of Corrective Action

If a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, the University 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.

g) 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.

- 1) Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period
- 2) Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period
- 3) Decision Making Leave – Twenty-four (24) months; provided no other formal corrective action during this time period

h) 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 10 DUES DEDUCTION

Section 1. Dues Deduction

Bargaining unit employees who want Union dues automatically deducted from their paychecks must submit the necessary authorization to the University on a form provided by the University. Upon receiving that authorization, the University shall deduct the authorized amount, including any authorized increases, from the employee's paycheck and shall remit that amount to the Union's Secretary-Treasurer at the address designated in advance by the Union. The Union shall notify the University in writing of any increases in union dues at least thirty (30) calendar days in advance of the increase taking effect. The University shall not be responsible for withholding or deducting any amounts (including, without limitation, any initiation fees or other one-time fees) from an employee's paycheck on behalf of the Union other than regularly occurring Union dues.

Section 2. Incorporation of the Relevant Law

The University and the Union are cognizant of, and agree to adhere to, the statutory provisions of the Illinois Educational Labor Relations Act, as well as the rules and regulations promulgated by the Illinois Educational Labor Relations Board. The Act and the implementing rules and regulations are hereby incorporated into this Agreement. If those rules and regulations are rescinded by the Illinois Educational Labor Relations Board or otherwise become inoperative, this Article shall likewise become inoperative, and the parties immediately shall commence negotiations over a new article addressing dues.

Section 3. Indemnification

The Union shall indemnify, defend, and hold the University 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 or omission by the University, 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 University by the Union pursuant to this Article, and including any charge that the University failed to discharge any duty owed to its employees arising out of the deduction.

ARTICLE 11 PROHIBITION AGAINST STRIKES

Section 1. No Concerted Job Action

Bargaining unit employees shall not engage in any strikes, work stoppages, slowdowns or any other forms of concerted job action during the term of this Agreement. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. University/Employee Rights

The University has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

Section 3. No Lockout

Neither the University nor any of its representatives shall institute a lockout of employees during the term of this Agreement.

ARTICLE 12 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 26, 2018, and remain in full force and effect throughout the completion of the last shift beginning prior to 12:00 a.m., midnight, August 15, 2022. This Agreement shall be renewed automatically 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 the Agreement, in which event negotiations will be undertaken without undue delay.

Section 2. Status During Negotiations

Once either party has provided the notice set forth in Section 1 above, the Agreement shall thereafter remain in full force and effect until a new agreement has been negotiated and entered into between the parties, provided however that both parties reserve the right to terminate the Agreement after it has expired by providing the other party at least ten (10) days' written notice of its intention to terminate the Agreement.

Section 3. Commencement of Negotiations

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

IN WITNESS WHEREOF, the Parties hereto have heretofore affixed their hands on this the 14th day of April, 2019.

THE LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, THE SOUTHERN
AND CENTRAL ILLINOIS LABORERS'
DISTRICT COUNCIL AND LABORERS'
LOCAL 703

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: [Signature]
Clint Taylor
Business Manager
The Southern and Central Illinois Laborers'
District Council

By: [Signature]
Avery Gilson, Comptroller

[Signature]
Russell A. Davenport
Business Manager
Laborers' Local 703

APPROVED: [Signature]
Jami M. Painter, Interim Associate Vice President
President for Human Resources

[Signature] 2/14/2019
Elyne G. Cole, Senior Associate Chancellor
for Human Resources

[Signature]
Thomas E. Rible, Jr., Executive Director of
Labor Relations

[Signature]
Robb B. Craddock, Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature] 2/14/19
Office of University Counsel (date)

APPENDIX A

Wage Rate – 08/26/2018

Athletic Facilities Attendants	
0 – 12 Months	\$16.47
Over 12 Months	\$22.55
Grounds Equipment Mechanic	
0 – 24 Months	\$22.34
Over 24 Months	\$24.89
Grounds Gardener	
0 – 12 Months	\$23.07
Over 12 Months	\$23.52
Groundswoker	
0 – 12 Months	\$16.09
Over 12 Months	\$21.96
Mailing Equipment Operator/Expeditor I	
0 – 12 Months	\$13.11
Over 12 Months	\$13.40
Mailing Equipment Operator/Expeditor II	
0 – 24 Months	\$16.30
25 – 60 Months	\$16.44
Over 60 Months	\$17.16
Airport Mechanic	
0 – 12 Months	\$23.59
Over 12 Months	\$29.47
Parking Service Agent I	
0 – 12 Months	\$14.38
Over 12 Months	\$16.18
Parking Service Agent II	\$17.97