CONTRACT

By and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL #399
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Effective July 1, 2024 through June 30, 2027 (inclusive)

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A G R E E M E N T

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Effective from July 1, 2024 through June 30, 2027 (inclusive).

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer) and Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as Union) in behalf of certain nonacademic employees of the Employer 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 relationships between the Employer and the Union.

Section 3. Entire Agreement

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 and this Agreement represents the entire agreement between the parties hereto. Any subsequent amendments hereto must be in written form and signed by the authorized official(s) of each party.

Section 4. No Individual Agreements

There shall be no individual agreements between the Employer and employee(s) that are contrary to the provisions of this Agreement.

ARTICLE II
LIMITATIONS

Section 1. Limitations

This Agreement is subject to: 1) applicable Federal and State laws and regulations issued thereunder as they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of State Universities Retirement System as they may be amended from time to time; 4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; 5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.

In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented

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

Steam and Power Plant IV
Steam and Power Plant III
Steam and Power Plant II
Steam and Power Plant I
Power Plant Mechanic Supervisor
Power Plant Mechanic
Instrument Technician

This exclusive representation is for purposes 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. Former Classification Recognition

The parties acknowledge and agree that the classifications set forth below previously were recognized as falling within the Local #399 bargaining unit, but were deleted from list set forth above because those classifications were eliminated by the State University Civil Service System, were no longer used by the University, or otherwise had become inapplicable. To the extent that any of the deleted classifications are revived by the Civil Service System and used 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.

Power Plant Mechanic Helper
Power Plant Utility Operator
Lead Power Plant Operating Engineer
Principal Power Plant Mechanic
Power Plant Operating Engineer
Power Plant Mechanic II
Power Plant Mechanic I

Section 3. 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 4. Equal Opportunity

There will be no discrimination or harassment by either the Union or the Employer against any applicant or candidate for employment or employee because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, civil union status, unfavorable discharge from the military, or status as a disabled veteran or veteran.

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 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 provisions of this agreement.

Section 6. Protected Activity

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

Section 7. Union Activity

The Union, its members, or any other employee covered by this Agreement will not discuss and/or solicit membership or carry on Union activity on University premises with employees of the Employer during working hours unless given express prior approval by the Employer to do so. A Union Spokesperson, 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 8. Notification of Recognition:

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

ARTICLE IV
WAGES

Section 1. Method of Establishment of Wages

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

Section 2. Effective Date of Wages

Bargaining unit employees will be compensated during the term of this Agreement based upon the wage rates described below and as set forth within the Appendices to this Agreement. Employees shall not be entitled to any wage adjustments following the expiration of this Agreement (June 30, 2027), unless and until such adjustments have been specifically agreed to by the parties. For each year of the agreement, (July 1st) wages shall be adjusted by the percentage increase announced by the University of Illinois Urbana-Champaign campus to be 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 as noted in Appendix "A," 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.

Section 3. Temporary Upgrades

When a qualified employee is temporarily assigned to and works in a job classification which is higher than their regular job classification, the employee shall be paid at the minimum rate for the higher job classification for each hour or part thereof that the employee works in the higher classification.

Section 4. Pay Periods

Basic straight time hourly wages are to be paid on a bi-weekly basis.

It is understood that due to scheduling, differences may arise in the number of hours actually worked by employees covered hereby in a given calendar period.

Section 5. Overtime

All time worked by the employees covered in this Agreement in excess of eight (8) hours in a work day (twelve (12) hours for employees assigned to the twelve-hour shift) or in excess of forty (40) hours in a work week (unless otherwise specified herein) is overtime and will be compensated at time and one-half (1-½) the employee's regular hourly rate (as defined by Federal law). Overtime may only be performed pursuant to specific supervisory direction.

When an employee is required to work more than one (1) hour before or after his/her regular shift and contiguous with his/her regular shift, in addition to pay for his/her regular shift, he/she shall receive an hour additional pay at the basic straight time hourly rate in addition to overtime pay, provided that the employee works a full eight-hour (8) regular shift. This paragraph shall not apply to employees assigned to the twelve-hour shift.

Overtime may be required because of a problem during operation or because of a shutdown. In either case, hours worked in any given day shall not exceed 16 hours straight without prior approval of the Associate Director of Utilities Production or the Chief Utility Plant Operating Engineer. This approval must be documented in the control room operating logbook.

Section 6. Work on Employee's First Scheduled Day Off in the Work Week

Work done during the employee's first scheduled day off in a work week shall be compensated at the rate of time and one-half (1-½)) the employee's regular hourly rate (as defined by Federal law). When Sunday is a scheduled day off, it will be considered the second day. (Deviation from Policy and Rules).

Section 7. Work on Employee's Second Scheduled Day Off in the Work Week

Work on the employee's second scheduled day off in the work week shall be compensated at two (2) times the employee's regular hourly rate (as defined by Federal law). When Sunday is a scheduled day off, it will be considered the second day. (Deviation from Policy and Rules).

Section 8. Holiday Work and Pay

When an employee is scheduled to work on a holiday but is excused, he/she shall receive eight hours of pay at his/her basic straight-time hourly rate.

When an employee is scheduled to work and works, he/she shall be paid at the rate of time and one-half (1-½)) for actual hours worked in addition to eight hours of pay at his/her basic straight time hourly rate.

If a holiday falls on an employees' scheduled day off, he/she shall receive eight hours of pay at his/her basic straight time hourly rate.

When an employee not scheduled to work on a holiday is called-in for work on the holiday, he/she shall be paid at two (2) times the basic straight time hourly rate for actual hours worked in addition to eight hours of pay at his/her basic straight time hourly rate. (Deviation from Policy and Rules).

Employees assigned to a twelve-hour shift, when scheduled to work on a holiday, will not be scheduled off work unless requested. If an employee who is working a twelve-hour shift chooses to take the holiday off work, the employee will be paid eight (8) hours for the holiday and will need to take four (4) hours of additional leave to complete the coverage of the twelve-hour shift. Fixed shift operators will not work holidays unless they are needed to replace a rotating shift operator.

When a floating holiday is taken on a twelve-hour shift, four (4) hours of additional leave will be taken to complete the coverage of the twelve-hour shift.

Gift Days, when given, will be paid for eight hours. However, employees assigned to the twelve-hour shift will be allowed to split gift days taken at a later date into four (4) hour increments. The purpose of this is to allow a twelve-hour shift employee to cover their entire shift with gift day hours.

It is the prerogative of the Employer to determine the number of employees required for holiday operation.

Section 9. Shift Worker Premium

An hourly shift premium will be paid to "shift workers" for hours worked. Such premium shall be equal to two dollars per hour ($2.00/hour). The premium for overtime worked either at double time or time and ½ shall be three dollars per hour ($3.00/hour, 1 ½ times the $2.00 rate). "Semi-shift" and "non-shift" workers are not entitled to the hourly shift premium, including hours worked outside of their normally scheduled hours, unless filling a vacancy on a rotating shift. If an operator on the 8-hour shift fills a vacancy on a rotating shift, then the operator will be entitled to the $2.00 shift premium for the hours worked on the rotating shift schedule. The terms "shift worker," "semi-shift worker," and "non-shift worker" are as defined in Article VI, Section 3.

Section 10. Signing Bonus

All bargaining unit employees employed by the University as of the date that the Agreement is fully executed shall receive a one-time signing bonus of two hundred dollars ($200) that shall not be added to their base pay.

ARTICLE V
BENEFITS

Section 1. Policy

Employees' 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.

While vacations may be scheduled throughout the entire year and employee's preferences will be considered, it is acknowledged that the needs of the Abbott Power Plant must be met first.

Section 2. Holidays

The University recognizes twelve (12) holidays. These holidays are New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Juneteenth (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 five (5) other holidays that are designated by either the President or the Chancellor. These other holidays normally include Martin Luther King, Jr. Day, day after Thanksgiving, two floating holidays and one other holiday designated during the Christmas holiday season. Employees covered by this Agreement will observe these holidays as described in Policy and Rules Rule 8.02.

Section 3. Vacation for 12-Hour Shift

Only one person may take off each shift at any given time. Vacation requests should be submitted at least 48 hours in advance of the requested vacation. This will allow adequate time to post overtime sheets to fill the vacancy. Approval of vacation requests submitted less than 48 hours in advance of the requested vacation will be at the discretion of management. Approval of vacation time will be first come first served unless more than one operator has requested on the same day, in which case it will be awarded to the most senior operator.

Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, regular (ten(10) days of vacation) and extra vacation (all other vacation) shall be selected in each work group in accordance with service, except that no extra vacation may be scheduled which would interfere with any employee's choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.

Vacation schedules will be posted on the master operating schedule not less than thirty (30) days in advance of the vacation period defined above.

For vacation purposes, a calendar week shall normally begin and end at midnight on Sunday night.

No unit of time less than one (1) day shall be counted as vacation time.

Section 4. Sick Leave for 12-Hour Shift

No unit of time less than four (4) hours shall be counted as sick time. Sick time notice should be 4 hours before the start of the shift. If such notice isn't possible because of an emergency, the time will be temporarily granted and reviewed by management for final approval.

Section 5. Paid Leave for All Workers Act

The Parties recognize the paid leave provided to employees covered under the collective bargaining agreement exceed the benefits set forth in the Paid Leave for All Workers Act (820 ILCS 192). The Union hereby waives the provisions set forth in the Act.

ARTICLE VI
WORKING RULES AND CONDITIONS

Section 1. 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, Illinois Statutes, and the Rules governing the State Universities Civil Service System of Illinois which are and shall be specifically included as part of this Agreement. The Office of the Executive Director and Associate Vice President for Human Resources will invite the Union to submit its views and comments on Policy and Rules changes which it initiates or processes and will consider such views and comments in formulating his/her recommendations for University decision.

Section 2. Work Day and Work Week

Eight (8) consecutive hours which may be broken by (as in Article VI, Section 3) or inclusive of (as in Article VI, Section 3) a lunch period shall constitute a day's or night's work. The work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24)-hour periods, and begins at 12:01 a.m. on Sunday.

The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. on each calendar day. The full-time work schedule will consist of an eight (8)-

hour day, a five (5) day, forty (40)-hour week. Every effort will be made to arrange shifts so that an employee will normally work five (5) consecutive days followed by two (2) consecutive days of rest except as changes in this pattern are necessitated by a change of shift.

For the twelve-hour rotating shift, twelve (12) consecutive hours shall constitute a day's or night's work. For the fixed shift schedules, eight (8) consecutive hours shall constitute a day's or night's work. For purposes of overtime on the 12-hour shift, the day will begin at 7:00am and end at 6:59am the following day. Time reporting will be submitted based on the hours worked during the work day as defined in this Section. On any given day for employees assigned to work a twelve-hour shift, all hours worked during that work day will be allocated to the day on which they started their shift.

Section 3. Shifts/Lunch Hours

Because the Abbott Power Plant is a twenty-four hour operation, the Plant has regular shifts scheduled throughout the day and week, including Sundays and holidays.

The Plant currently utilizes three categories of employees:

"Shift" employees – Shift employees are assigned to one of two shifts on a rotating basis, and therefore will be assigned to different shifts and have varied scheduled days off throughout the year.
Day Shift: The rotating operator Day shift schedule is 7:00 AM to 7:00 PM. Day shift shall start at 7:00 AM on the calendar day indicated on the shift schedule.
Night Shift: The rotating operator Night shift schedule is 7:00 PM to 7:00 AM. Night shift shall start at 7:00 PM on the calendar day indicated on the shift schedule.

"Semi-shift" employees – Semi-shift employees generally are assigned to work a designated, fixed shift with rotating days off, which include Sundays and holidays. These employees also are provided a one-half hour paid lunch period that must be taken at the Plant and which is included as part of the eight hours worked by an employee on a shift.
Semi-shift employees that work a 12-hour shift will work from 7:00 AM to 7:00 PM and it shall start at 7:00 AM on the calendar day indicated on the shift schedule.
Semi-shift employees that work an 8-hour schedule will work from 7:00 AM to 3:00 PM and it shall start at 7:00 AM on the calendar day indicated on the shift schedule.

"Non-shift" employees – Non-shift employees are assigned to work from 8:00 a.m. to 4:30 p.m. or 7:00 a.m. to 3:30 p.m. on either a Monday through Friday schedule or a Tuesday through Saturday schedule, with a one-half hour unpaid lunch period to be taken at noon or at some other mutually agreed upon-time. In addition to the unpaid lunch period, non-shift employees also are provided a paid fifteen (15) minute rest period during each half of their shift, as well as a paid ten (10) minute clean-up period before the start of their lunch and a paid fifteen (15) minute clean-up period prior to the completion of their shift each workday.

Management reserves the right to re-assign any employee from one category to another upon providing thirty (30) calendar days' advance notice. Management also reserves the right to modify or create shifts other than those designated above to meet the operational needs of the Plant, as determined by

management. If new or different shifts are established, management shall seek to fill those shifts first with volunteers. If an insufficient number of employees volunteer for those shifts, management may assign employees to those shifts based upon inverse seniority within their classification. Management will assign Operators to the various shift slots in an effort to have equal skills on each operating shift. The 12-hour rotating operating shifts will be staffed (filled) first and the 8-hour fixed shifts will be filled last. In the case of staff shortages, the 12-hour rotating shifts will take priority and be filled accordingly. As staffing shortages get filled, Operators can request that they be considered for other shift assignments, including the 8-hour fixed shifts. Management will determine if shift conditions permit Operators to transfer to their requested shift slots.

The parties recognize and acknowledge that, because of differences in operating requirements, employees within the same job classification may be assigned to different shifts and/or to different categories as defined above in this section.

Section 4. Continuous Operation

Operation of the Abbott Power Plant requires continuous service of twenty-four (24) hours per day, seven (7) days per week. The Union recognizes and agrees that the employees it represents will provide the Employer service on a continuous operations basis.

Section 5. Safety

The University recognizes its responsibility to make all reasonable provisions for the safety and health of employees and to establish a sound operating practice which will result in safe working conditions and efficiency of operations, and to accomplish this, will hold periodic safety meetings. The Union recognizes the responsibility of the individual employee in this regard and each employee is expected to abide by the safety rules (which may be posted) and to follow safe work practices to insure his/her safety as well as that of fellow employees, and to immediately report any unsafe working conditions or work practices to his/her immediate supervisor. Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be entered in the log and reported as stated above either in person or through a Union representative. If the matter is not resolved, the Union business representative may take the matter up directly with the Labor and Employee Relations Office.

Section 6. Scheduling

The Employer shall post a shift schedule for all employees in the Abbott Power Plant. Work schedules will be posted thirty (30) days in advance and will identify swing personnel (extra personnel on a shift). However, when vacations or extended illnesses occur, the Employer may change the shift(s) of swing (extra) personnel to meet the needs of the Abbott Power Plant.

In the event that an employee's work schedule is changed with less than forty-eight (48) hours' notice, then and in that event, he/she shall be paid the applicable overtime rate for the actual hours worked for which he/she had not had forty-eight (48) hours' notice. (Deviation from Policy and Rules). This requirement shall not be applicable, however, if the employee and management mutually agree to the schedule change, even if less than forty-eight (48) hours' notice is provided.

Section 7. Filling of Temporary Vacancies

Management reserves the right to determine how temporary vacancies (such as those created by an employee who is absent due to an unexpected illness, a scheduled vacation, or a scheduled absence to obtain medical care) will be filled. In exercising this right, management will consider the Plant's operational needs, safety standards and the qualifications of individual employees, and will seek to fill the vacancy using the criteria set forth below:

a) Management first will seek to fill the vacancy with a qualified employee who is deemed to be an "extra employee" on the shift in which the vacancy occurs.

b) If a qualified "extra employee" is not available to fill the vacancy, management then will seek to fill the vacancy with a qualified employee who is scheduled to work the shift in which the vacancy occurs and who is eligible for an upgrade or downgrade.

c) If the vacancy cannot be filled through either of the two steps set forth above, management will seek to divide the hours generated by the vacancy into approximately two equal segments and will offer the earlier segment to the employee on the preceding shift who has the least amount of accumulated overtime in the classification within which the vacancy occurs. This employee will "stay over" past their regular shift. The later segment, in turn, will be offered to the employee on the following shift who has the least amount of accumulated overtime in the classification within which the vacancy occurs. This employee will "come in early" prior to the start of their regular shift.

d) Whenever a vacancy occurs on short notice, as determined by management, management may disregard the steps set forth above and require any qualified employee on the shift in which the vacancy occurs to stay past the end of their shift to work mandatory overtime.

e) If a vacancy remains unfilled after utilizing the steps set forth above, management will seek to offer overtime (at time and one-half) to those employees who are scheduled to be on their first day off of work in the order of the least amount of accumulated overtime within the classification in which the vacancy occurs.

f) Management then will seek to offer overtime (at time and one-half) to those employees who are scheduled to be on their first day off of work and who are eligible to be upgraded to the classification within which the vacancy occurs. This overtime will be offered to eligible employees according to who has the least amount of accumulated overtime.

g) Management next will seek to offer overtime (at double the employee's regular rate) to those employees who are scheduled to be on their second day off of work in the order of the least amount of accumulated overtime within the classification in which the vacancy occurs.

h) Management thereafter will seek to offer overtime (at double the employee's regular rate) to those employees who are scheduled to be on their second day off of work and who are eligible to be upgraded to the classification within which the vacancy occurs. This overtime will be offered to eligible employees according to who has the least amount of accumulated overtime.

i) If a vacancy remains unfilled after utilizing the steps set forth above, management shall require the employee with the least amount of accumulated overtime in the classification within which the vacancy occurs to work mandatory overtime.

When filling vacancies on the twelve-hour shift, all of the above provisions shall apply with the exception of sub-section (c). The following additional provisions shall apply to filling vacancies on the twelve-hour shift:

A. SPPIV
Day shift weekdays
1. 12hr upgradable (if does not cause a 12-hour vacancy in a SPPIII position)
2. 8hr day shift SPPIV
3. Off shift SPPIV on days (if 24 hours or more advanced notice is given via a "sign up sheet", otherwise skip to step 4)
4. Upgradable on 12hr shift (even if causes SPPIII vacancy)
5. 8hr day shift upgradable
6. Off shift upgradable on days
7. SPPIV Training Coordinator

B. SPPIV
Day shift weekends
1. 12hr upgradable (if does not cause a 12-hour vacancy in a SPPIII position)
2. Off shift SPPIV's by lowest hours (on day shift rotation or 8hr)
3. Upgradable on 12hr day shift (even if causes SPPIII vacancy)
4. Off shift upgradable with lowest hours (on dayshift rotation or 8hr)
5. Off shift SPPIV on the night shift (if does not bookend with scheduled night shift)
6. Off shift Upgradable on the night shift (if does not bookend with scheduled night shift)
7. SPPIV Training Coordinator position

C. SPPIV
Night shift
1. 12hr upgradable (if does not cause a 12-hour vacancy in a SPPIII position)
2. Off shift SPPIV (on night shift rotation)
3. Upgradable on shift (even if causes SPPIII vacancy)
4. Off shift upgradable (on night shift rotation)
5. Off shift SPPIV on the day shift (if does not bookend with scheduled dayshift)
6. Off shift upgradable on the day shift (if does not bookend with scheduled dayshift)
7. SPPIV Training Coordinator position

D. SPPIII
Day shift weekdays

1. 8hr day shift operators on shift by lowest hours
2. Off shift SPPIII by lowest hours (on day shift rotation)
3. Off shift SPPIII's on the night shift (if does not book end with scheduled night shift)
4. Off shift SPPIV on the day shift (if a SPPIII is unavailable)

E. SPPIII
Day shift weekends
1. Off shift SPPIII's by lowest hours (on the day shift rotation or 8hr)
2. Off shift SPPIII's on the night shift (if does not book end with scheduled night shift)
3. Off shift SPPIV on the day shift (if a SPPIII is unavailable)

F. SPPIII
Night shift
1. Off shift rotating SPPIII by lowest hours (on the night shift rotation)
2. Off shift rotating SPPIII's on the day shift rotation (if does not book end with scheduled day shift)
3. Off shift SPPIV on the night shift (if a SPPIII is unavailable)

In utilizing the steps set forth above, management may exclude any employee deemed by management to lack the necessary qualifications to perform the work in question. If more than one employee qualifies under a particular step to be offered the work, management will seek to offer the work to the employee with the least amount of accumulated overtime.

The parties acknowledge and agree that, notwithstanding any of the steps set forth above, management may assign overtime to employees who are available to perform that work at one and one-half (1-½) times their regular rate, before assigning that work to any employees who are only available to perform that work at double their regular rate.

If, under the steps set forth above, an employee is assigned to perform work in a higher classification for one or more hours on a given shift, the employee will be upgraded and compensated at the rate of pay for the higher classification. In contrast, if an employee is assigned to perform work in a lower classification during a shift, the employee's rate of pay will not be reduced for any of the time worked in that classification.

Management will post lists of accumulated overtime for the contract year (July 1 – June 30) on a bi-weekly basis that will be used in determining overtime during the period of the posting. The number of overtime hours worked that are reflected on these lists will be calculated in accordance with the other provisions of this Agreement.

Section 8. Call-In

Personnel covered by this agreement called in for work shall have a minimum guarantee of three (3) hours of pay at time and one-half (1-½)) the regular hourly rate unless said call in is on the employee's second scheduled day off or on a scheduled holiday. In that event, the employee shall receive a minimum of three (3) hours of pay at the rate of two times the regular hourly rate. (Deviation from Policy and Rules). Call-in 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.

Section 9. 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 will work in every way to the best interests of the Employer.

The employees covered by this Agreement, through its acceptance by their duly constituted Bargaining Agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

Section 10. Overtime Work

Recognizing that the services performed by the members of the bargaining unit are essential to the operation of the University, the employees collectively agree to perform any overtime work deemed necessary by the University at the rates established by this Agreement. Once each year, on or before the start of the first payroll period after July 1st, the University will create a new overtime list based upon the employees' descending order of seniority. The overtime list thereafter will be adjusted every two weeks to reflect the overtime worked during that two week period, with the employees being listed in inverse order based upon their cumulated amount of worked overtime. Specifically, the employee with the least amount of worked overtime will be listed first, and the employee with the most worked overtime will be listed last. The University will utilize this list in assigning overtime, as per Article VI, Section 7. For employees assigned to the twelve-hour shift, the list will be based on "cumulative overtime," rather than "worked overtime."

Section 11. Layoffs

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 work days--a status employee, whenever possible, shall receive a written notice at least ten (10) working days in advance of the effective date of layoff.

At the written request of an employee, the Employer may layoff that individual employee without regard to the notice provisions set forth herein.

Section 12. Uniforms

The Employer agrees to furnish uniforms per Abbott Power Plant's approved uniform policy. The employee will be responsible for payment of any additional cost to the Accounting Section of the Facilities & Services Division.

Section 13. Power Plant Policies

All policies of the Abbott Power Plant which are applicable to bargaining unit employees shall be issued in writing and posted, or issued to each bargaining unit employee.

Section 14. Training

The Employer and Union agree that it is in the best interest of bargaining unit employees and the Employer for bargaining unit employees to be trained in multiple areas of Abbott Power Plant's operations. Therefore, for employees to have and maintain the skills and knowledge necessary to perform their duties safely, to meet University and regulatory training requirements, to demonstrate the skills necessary to advance, and to operate and maintain an efficient plant, the Employer will provide a training program consisting of, but not limited to classroom training, web enabled training, and job performance walk downs designed to cover most aspects of Abbott Power Plant's operations. Employees will be required to take and successfully complete required training for tier advancement and to maintain proficiency in lower rated and current classifications, provided that necessary continued training is available and given. In addition, the Employer encourages employees to advance to the highest tier in each job classification by successfully completing the required training necessary to advance to the next tier. This training will occur when practicable, as determined by the Employer. To the extent that training is offered by the Employer outside an employee's normal work hours, an employee may participate in that training, and therefore be eligible for overtime pay, only with prior, written supervisory approval.

ARTICLE VII
DRUG AND ALCOHOL TESTING

Section 1. General Statement Regarding Drug and Alcohol Testing

The University and Union place a high priority on the safety and well-being of all employees, students, and visitors. It is the responsibility of all employees to provide for safety in the environment and operations under their control and to consult campus offices responsible for security, health, and safety about safety issues in the campus environment. The use of illegal drugs and abuse of legal drugs and alcohol by employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. The University will comply with applicable laws and will implement programs to insure that employees are fit for duty and do not jeopardize the health and safety of themselves and others through misuse of drugs and alcohol.

The purpose of the Drug and Alcohol testing shall be to help participants in need of assistance, ensure a safe workplace, and to further our position as an industry leader in plant operations and maintenance. This Article (Article VII) prohibits the use of illegal drugs, the abuse of alcohol or controlled substances, and the use of illegal drugs or alcohol during working hours or on the job-site. Reporting to work under the influence, bringing onto the worksite unauthorized drugs, controlled substances, alcoholic beverages, or drug paraphernalia is absolutely forbidden.

Section 2. Prohibitions

Employees shall be prohibited from:

a) Consuming, possessing, or being under the influence of alcohol on duty; performing work activities while having an alcohol concentration of 0.04 or greater; refusing to submit to an alcohol test; and using alcohol until after a required post-accident test;

b) Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, except with the approval and guidance of a licensed physician;

c) Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee with respect to the employee's fitness for work;

d) Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted

The University may require the testing of an employee to determine whether that employee has violated the prohibitions set forth above under the following circumstances:

a) Random: The University may randomly select up to ten (10) actively employed employees signatory to this agreement once each month to undergo random drug testing. The date selected each month to conduct this testing will not follow any recognized pattern.

b) Post-Accident: Conducted after accidents involving employees whose performance could have contributed to the accident which results in personal injury and/or property damage. At a minimum, post-accident testing will be conducted any time medical treatment is required, provided the test will not delay any treatment. The University may rely on the results of breath, blood, or urine tests administered by health officials to determine the presence of alcohol or controlled substance.

c) Reasonable Suspicion: Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs and when a supervisor observes an employee behavior or appearance that is characteristic of alcohol/drug misuse during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

d) Return to Work: Conducted when an employee who has violated any prohibited alcohol/drug conduct standard returns to work.

e) Follow-up: The employee is subject to at least six unannounced follow-up tests during the first 12 months after he/she returns to duty.

Section 4. Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

a) Use only a clinical laboratory or hospital facility that is certified and monitored by the Department of Health and Human Services and that has been accredited by the National Laboratory Certification Program (NLCP);

b) Drug testing is conducted by analyzing an employee's urine specimen or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. The analysis is performed at laboratories for the following drugs: (1) Marijuana (THC metabolite) (2) Cocaine (3) Amphetamines (4) Opiates (including heroin), and (5) Phencyclidine (PCP). The testing is a two-stage process. First, a screening test is conducted. If it is positive for one or more of the above drugs, then a confirmation test is conducted for each identified drug;

c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement, nor a member of management, shall be permitted at any time to become a part of such chain of custody;

d) Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected alcohol concentration;

e) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;

f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by NLCP of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the employer in writing within twenty-four (24) hours of receiving the result of the tests;

g) Require that the laboratory or hospital facility, and the employee, immediately report to the Employer the results of the initial screening test.

h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 be considered positive. An employee who has a confirmed alcohol concentration when tested of 0.04 or greater must be removed from University work activities for 24 hours;

i) Provide each employee tested with a copy of all information and reports received by Employer in connection with the testing and the results. Test results shall be communicated to and

interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Employer and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;

j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5. Removal from Duties

An employee who is found to have engaged in prohibited alcohol conduct, as referenced in Section 2 (Prohibitions), will be removed immediately from work activities. Such an individual cannot resume work until he/she (1) is evaluated by a substance abuse professional, (2) complies with any treatment recommendations, and (3) tests negative in a follow-up test.

An employee who has a non-negative result on the initial drug test will be immediately removed from duties and placed on paid administrative leave, pending the results of the confirmation drug test. An employee who has a negative result on the confirmation drug test will return to work on their next scheduled shift following receipt of the results, or as instructed by their supervisor. An employee who has a positive result on the confirmation drug test will not be permitted to resume duties until he/she (1) is evaluated by a substance abuse professional, (2) complies with any recommended rehabilitation, and (3) test negative in a follow-up drug test. This time will be unpaid beginning the date the employer receives notice of the positive confirmation drug test, however the employee may use accrued benefit time to remain in paid status. The employee may return to work while completing any recommended rehabilitation, if cleared by the substance abuse professional, and after a negative follow-up drug test.

Employees who must be removed from duties for prohibited conduct involving drugs or alcohol are subject to discipline and/or mandatory rehabilitation program. Referral for substance abuse problems is available through employee assistance and group insurance programs. Employees who are removed from duties due to suspicion of alcohol/drug abuse may be placed on approved leave of absence with pay, pending outcome of testing and determination of appropriate action, in accordance with Policy and Rules, Regulation 16.063, Disciplinary Action.

Section 6. Confidentiality of Test Results

All alcohol/drug testing results and records are maintained under strict confidentiality by the Employer, drug testing laboratory, medical review officer, and, where applicable, the substance abuse professional. Negative and positive drug and/or alcohol test results will be disclosed to the employee's department and other University officials on a "need to know" basis. Such materials will not be released to third parties without the written consent of the employee. Exceptions include any decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

Section 7. Refusal to Test

Refusal to Test: The refusal to test, engaging in conduct that clearly obstructs the testing process, or failure to provide a release will result in the employee being removed from performing duties, not being allowed to perform duties for the University, and may be cause for discipline, including discharge.

Section 8. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Agreement. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay or may require the employee to use accumulated sick leave and vacation if, in the opinion of the Employer, the employee is then unfit for duty in his/her current assignment. The Employer shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated sick leave and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol. The foregoing shall not be construed to create an obligation on the Employer to continue to accommodate an employee for subsequent voluntary requests for assistance.

Section 10. Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the employer, as provided for in Section 9. The foregoing is conditioned upon:

a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;

b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;

c) The employee completes the course of treatment prescribed, including an "after-care" plan;

d) The employee agrees to submit to random testing during work hours of work for up to one year;

e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

Section 11. Discharge

The University of Illinois may initiate action to discharge an employee for:

a) Violation of any of the prohibitions of Section 2 above;

b) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;

c) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement;

d) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after a previous finding of illegal drug use or improper alcohol use resulting in a sanction less than discharge;

e) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall **not** be construed as an obligation on the part of the Employer to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could constitute a direct threat to the property or safety of the general public.

ARTICLE VIII
PARKING

Bargaining Unit employees who choose to purchase parking will pay 0.96% (point nine-six percent) (all part-time employees who choose to purchase parking will continue to pay the applicable full-time rate). Effective July 1, 2025, the rate shall increase to 0.98%. Effective July 1, 2026, the rate shall increase to 1.00%.

ARTICLE IX
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
d. 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 action or event occurred, unless the incident is subject to an active criminal and/or administrative investigation outside the control of Illinois Human Resources. In cases of such outside investigations, the thirty (30) days will begin when Illinois Human Resources becomes aware of the results of the active investigation.

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

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 X
GRIEVANCE AND ARBITRATION

Section 1. General Provisions

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.

Grievances will be processed as set forth in the following sections of this ARTICLE. This includes employee grievances filed under the provisions of 115 ILCS 5/3(b) of the Illinois Educational Labor Relations Act.

Grievances relative to suspension are controlled by the provisions of the preceding paragraph above of this Section 1. Grievances relative to discharge and demotion are controlled by the provisions of State Universities Civil Service System - Statute and Rules.

Section 2. Time Limits to File

A grievance must be filed with the Employer within seven (7) calendar days following the date the grievance is alleged to have occurred or within seven (7) calendar days from the date upon which the facts giving rise to the grievance first became known. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

Section 3. Procedure

a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union Spokesperson may attend this grievance meeting.

b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of Facilities and Services within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.

c) The Director of Facilities and Services shall study the grievance and respond in writing within seven (7) calendar days. This response will be the final position of the Director of Facilities and Services.

d) If the grievant or the Union wishes to appeal from the decision of the Director of Facilities and Services, it shall do so in writing within seven (7) calendar days of the date of receipt of said decision. The appeal shall be directed to the Campus Chancellor, or his/her designee.

e) 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.

f) If the grievant or 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 Director of Labor and Employee Relations.

g) The foregoing time limits may be extended by mutual agreement.

Section 4. Arbitration

a) When the Director of Labor and Employee Relations receives a written request for Arbitration, then a joint request executed by the Employer and the representative of the appealing party will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators. The Arbitrator will be selected from this panel within ten (10) work days. The Employer and the representative of the appealing party shall alternately strike six (6) of the seven (7) names. The remaining name shall serve as Arbitrator.

b) If the Arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.

c) Cost of Arbitration, including the fee of the Arbitrator, shall be equally divided between the Employer and the party who appealed to arbitration, 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 appealing party; 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.

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

ARTICLE XI
LABOR-MANAGEMENT CONFERENCE

The Union and the Employer mutually agree that in the interest of harmonious employee relations, it is desirable that meetings be held between representatives of the Union and representatives of management; such meetings to be referred to as "Labor-Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, may be considered. However, such meetings shall be exclusive of the Grievance Procedures provided in Article X, and formal grievances shall not be considered at such meetings. Either the Union or the Employer may request a Labor-Management Conference which will occur at a mutually agreed upon time after said request. Any such Labor-Management Conference will be scheduled by the Campus Labor Relations Section and the union. A Labor Relations Specialist will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda of the issues to be discussed prior to the scheduled conference. The number of employee participants in the conference will be mutually agreed in advance. Attendance by employees at such conferences during the employee's regular working hours shall be without loss of pay. Employees must receive advance approval to participate in and/or attend such conference. Such approval shall not be unreasonably denied.

ARTICLE XII
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 lesser units, if any, showing each employee's seniority and relative position on such rosters when these are prepared for use of and distribution to its employing departments.

ARTICLE XIII
JURISDICTION

Section 1. Jurisdiction of Local 399 and Province of Unions

The Employer recognizes the jurisdiction of Local 399, International Union of Operating Engineers, as handed down by AFL-CIO is as follows:

> "All persons engaged in supervising, controlling, operating, or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of motive power): the subdivision of all mechanical operation and any and all appurtenances connected with and used in power driven engines and units connected with an operating water, filtration and chlorine plants; hoisting and portable machines and engines used in or upon wrecking, digging, boring, and building and erecting foundations, streets, road building, construction (including grading and repair); all machines used to sweep, clean, and remove debris and snow from streets and roads; all boilers irrespective of size used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; and any and all operating repairs necessary for proper and continuous operation of all plants, machinery, and engines."

It is further understood that the Employer shall be under no obligation to enforce the above-stated jurisdiction of Local 399, International Union of Operating Engineers, with respect to, or in connection with, existing work situations and assignments.

However, in case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled between the Local Unions concerned within sixty (60) days following such disputes provided however this time limit shall not be binding if the dispute requires the involvement of an International Union or other Union affiliated agency in resolving the dispute. The Employer will not make any change in an already established work assignment practice until there has been an agreement on the parts of all Unions concerned that such changes are in accordance with their mutual consent.

If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting in every possible way the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned, pending agreement. If, however, it is of a nature that stoppage of which would not cause inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

The Employer reserves the right of decision, pending settlement among the Unions concerned as to the work assignment and such decision will be based not only on the Union Agreements as above mentioned, but also on local prevailing practice covering the work.

ARTICLE XIV
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, and/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 XV
DUES DEDUCTION

Section 1. Dues Deduction

Upon receipt of a written and signed authorization card from the Union, 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) 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 XVI
PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered

This Agreement, when signed by the proper officials of the University of Illinois and the Union, shall be effective at the start of the first shift beginning after 12:01 a.m. July 1, 2024 for the employees on the payroll on or after July 1, 2024, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 midnight, June 30, 2027. 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 without undue delay thirty (30) days thereafter. The preceding sentence does not entitle employees to any pay adjustments after the expiration date of this contract (June 30, 2027) unless and until such adjustments have been agreed upon by the parties.

Section 2. Status During Negotiations

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

Section 3. Commencement of Negotiations

The Party giving notice of a desire to modify the Agreement as provided for 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 __17th_____ day of ___October_____, 2024.

LOCAL #399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Patrick J. Kelly, President
President-Business Manager

James Gleich
Business Representative

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: Paul Ellinger 10/17/2024
Paul Ellinger, Vice President, Chief Financial Officer, and Comptroller

APPROVED: Jami Painter 10/17/2024
Jami Painter, Associate Vice President and Chief Human Resources Officer

Thomas Riley 10/16/2024
Thomas H. Riley, Jr., Executive Director of Labor and Special Counsel

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnepper 10/17/2024
Legal Counsel Date

SUPPLEMENTAL WAGE APPENDIX "A"
TO THE
AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 399
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

WHEREAS THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, entered into a Labor Agreement effective July 1, 2024 through June 30, 2027;

Hourly wage rates effective as specified in Article IV, Section 2.

Steam and Power Plant IV

Effective Date	Rate or Increase
July 1, 2024	$54.08
July 1, 2025	$55.81
July 1, 2026	$57.43

Steam and Power Plant III

Effective Date	Rate or Increase
July 1, 2024	$48.67
July 1, 2025	$50.23
July 1, 2026	$51.69

Steam and Power Plant II

Effective Date	Rate or Increase	
	0 – 12 Months	12+ Months
July 1, 2024	$36.40	$41.25
July 1, 2025	$37.56	$42.57
July 1, 2026	$38.65	$43.80

Steam and Power Plant I

Effective Date	Rate or Increase		
	0 – 12 Months	12 – 24 Months	24+ Months
July 1, 2024	$21.84	$26.69	$31.55
July 1, 2025	$22.54	$27.54	$32.56
July 1, 2026	$23.19	$28.34	$33.50

Instrument Technician

Effective Date	Rate or Increase
July 1, 2024	$49.06
July 1, 2025	$50.63
July 1, 2026	$52.09

Power Plant Mechanic

Effective Date	Rate or Increase
July 1, 2024	$39.94
July 1, 2025	$41.21
July 1, 2026	$42.41

Power Plant Mechanic Supervisor

Effective Date	Rate or Increase
July 1, 2024	$43.98
July 1, 2025	$45.17
July 1, 2026	$46.34