COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

and

THE PLUMBERS & PIPEFITTERS LOCAL 149

All full-time and part-time IT-Tech Associates, DDC Specialists I-V in the Energy Management Services Department within Facilities and Services at the Employer's Urbana-Champaign Campus

August 20, 2023 – August 17, 2026

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THE BOARD OF TRUSTEES OF THE
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THE PLUMBERS & PIPEFITTERS LOCAL 149

August 20, 2023 – August 17, 2026

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 Plumbers & Pipefitters Local 149 ("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.)("IELRA")

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 University 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) that 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
NEGOTIATION AND EXCLUSIVE RECOGNITION

Section 1. Class 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 Energy Management Services Department within Facilities & Services:

All full-time and part-time IT-Tech Associates, DDC Specialists I-V in Energy Management Services within Facilities and Services at the Employer's Urbana-Champaign Campus.

This exclusive representation is for the purposes of determining the 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. Equal Opportunity

Neither the University nor the Union shall discriminate against or harass any applicant, candidate for employment, or employee based upon the 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 3. Rights of the University

Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. In order to operate its business and except as expressly and specifically limited or restricted by a provision of this Agreement or by law, the Employer reserves and retains in full exclusively, and completely, any and all management rights, prerogatives, and privileges vested in or exercised by the Employer, and the unqualified right to place any or all of such rights into effect. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, its organizational structure, and the methods and means necessary to fulfill that mission, including the transfer, alteration, curtailment, or discontinuance of any services;
2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
3. to determine, assign, and schedule the type and kind of services and the work to be performed by bargaining unit members or by others, including the job content and the location of such services or work;
4. to establish, modify, combine, or eliminate positions;
5. to determine the number, location, or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms, or facilities;
6. to discipline, suspend, or dismiss with just cause;
7. to supervise, train, and evaluate bargaining unit members;
8. to determine materials and equipment to be utilized by bargaining unit members and the methods and means by which work shall be performed and services provided;
9. to establish quality and performance standards rules for bargaining unit members;
10. to adopt and enforce policies, rules, and regulations, including rules and regulations governing the work, training, and conduct of bargaining unit members; and
11. to perform all other functions inherent in the administration and management, of the University

Section 4. 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 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 Policies and Rules.

Section 5. 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 contract negotiations, in the absence of a prior agreement between the parties, which is one hour before negotiations are scheduled to begin and one half-hour following the completion of negotiations. Release time is only paid for the 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 shall 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, Results of Union elections, and any others that the department may approve from time to time.

    The Union will submit to the designated department 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 6. 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 7. Union Meetings on Premise

The Union may reserve and use approved university facilities for union meetings on the same basis as other registered organizations.

Section 8. 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 9. Bargaining Unit Information

The University shall provide the Union on a monthly basis with a report, detailing the employees represented.

Section 10. Stewards

a) The Business Manager of the Local Union shall appoint a Steward who shall be responsible for ensuring compliance with this agreement.
b) The University shall recognize the right of the Union to select a Steward 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 in this agreement have been negotiated by the parties and shall be provided by 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 part of this Agreement.

In Year 2 (Academic Year 2024-25), effective on the first pay period of the academic year, bargaining unit employees shall be eligible to receive an across-the-board percentage base increase to their base salary that is equivalent to the campus wage program as may be announced by the University for that contract year or two percent (2%), whichever is greater.

In Year 3 (Academic Year 2025-26), effective on the first pay period of the academic year, bargaining unit employees shall be eligible to receive an across-the-board percentage base increase to their base salary that is equivalent to the campus wage program as may be announced by the University for that contract year or two percent (2%), whichever is greater.

All bargaining unit employees, employed by the University as of the effective date of this agreement shall receive a one-time signing bonus of two hundred dollars ($200.00) that shall not be added to their base pay.

All bargaining unit employees, employed by the University as of the end date of this agreement, shall receive a one-time retention bonus of two hundred dollars ($200.00) that shall not be added to their base pay.

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 who are hired into the bargaining unit after that date.

Section 4. Temporary Help

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

ARTICLE 5
BENEFITS

Section 1. Policy

The University will offer and provide employee benefits (e.g., leave 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 other University employees.

ARTICLE 6
WORKING RULES AND CONDITIONS

Section 1. Workday and Workweek for All Employees

a) A regular workday consists of seven and one-half (7.5) hours of work.
b) A regular work week is Monday through Friday.
c) The parties agree that the University may establish new shifts to meet its operations needs in accordance with Rule 4.04 of its 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.
d) 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.
e) If gift days are awarded, employees who are scheduled to work on a gift day(s) will be allowed to use the gift day(s) at mutually agreed upon alternative time prior to the end of the fiscal year.

Section 2. 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 programs 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 3. Holidays

The University currently recognizes twelve (12) 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 will full pay, except for necessary operations, on New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Juneteenth (as determined by the University President), 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. An employee is eligible to receive holiday pay if the employing unit approves vacation, sick leave, or time off without pay for these required days.

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 its Policy and Rules.

Section 4. Parking

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.

Section 5. Remote and Hybrid Work.

Employees may be eligible for remote or hybrid work arrangements consistent with University policy and procedures, which may be amended from time to time. Such determination for remote or hybrid work shall be made solely by the Employer. For changes to remote or hybrid work arrangements that are not performance or conduct related, every effort will be made to provide ten (10) calendar days' notice of such a change to accommodate commuting and other problems that may arise from such a change. In all instances, an employee shall be provided a notice of the change by the end of the scheduled workday (if working the day prior to the change) or twenty-four (24) hours' notice otherwise.

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.

Section 2. Rosters

The University will provide copies of the 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 Files

The Records Administration unit within the Illinois Human Resources shall maintain the official personnel files for covered employees. When any documentation relating to disciplinary action is placed in an employee's official personnel file, the University shall furnish that 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 may also review the official personnel files 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 a Union representative if the employee wishes. Reasonable requests to copy documents in the file shall be honored by the University.

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

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the personnel files 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 Employee 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 shall only be used 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 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 Statutes 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 the 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 have reasonably 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 their designee shall study the grievance and respond in writing within seven (7) calendar days. The response from the

Director or their 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, the appeal shall be submitted in writing within seven (7) calendar days after the Department director's decision is either received or due. The appeal shall be directed to the Campus Chancellor, or their designee.
d) The Campus Chancellor, or their designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or their designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) calendar days after the 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 their designee.
e) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or their designee, a written request for mandatory arbitration shall be submitted within seven (7) calendar days from the 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 may be waived by mutual agreement, and this 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 or more of the following factors are present:
    1) The number of employees 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 disciplinary action against an individual employee and the number of the employees affected by the grievance represents at least twenty-five percent (25%) of the employees within a classification within Article 3.
    3) The need for an accelerated resolution of the grievance is in the best interest 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 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 party 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 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 expense 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(s) affected.

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 Service System, Chapter IV, 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 Labor and Employee Relations, within fifteen 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) of this Agreement.

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 procedure 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 demotion through the grievance procedures set forth in Article 9 of the 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 or eliminate employee deficiencies through both informal non-disciplinary discussion (Constructive Contact and Performance Improvement Discussion) and through formal progressive corrective steps where appropriate. These progressive steps of Formal Corrective Action include:

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 on an active period of the Decision Making Leave 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 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 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 Statutes 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 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; 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, tolls, 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 and 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 their right to representation at all times during the disciplinary process. The employee and their 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's deficiencies, including, but not limited to, all supervisor discussion 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 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 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 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 on 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 Education 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, 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, aid, or condone any such activities. Additionally, no employee shall take a position regarding the union status or non-union status of contractors used by the University.

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 am, August 20, 2023, and remain in full force and effect throughout the completion of the last shift beginning prior to 12:00 am, midnight, August 17, 2026, This Agreement shall be renewed automatically thereafter 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 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 hereunto affixed their hands on this 23rd day of August 2023.

PLUMBERS & PIPEFITTERS LOCAL 149

Local 149 Business Manager

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Paul Ellinger

Paul Ellinger, Vice President, Chief Financial Officer & Comptroller

Jami Painter

Jami Painter, Associate Vice President and Chief Human Resources Officer

Thomas Riley

Thomas H. Riley, Jr., Executive Director or Labor & Special Counsel

Shari Mickey-Boggs, Sr. Associate Chancellor for Human Resources

Julie Dillard

Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnappa

Office of University Counsel

APPENDIX A

WAGE RATES AND EFFECTIVE DATES

	Effective 8/20/2023
DDC Specialist I	$67,052.46
DDC Specialist II	$78,879.67
DDC Specialist III	$90,710.81
DDC Specialist IV	$94,892.80
DDC Specialist V	$99,109.96