A G R E E M E N T

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL NO. 51
of
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

August 27, 2023 through August 26, 2028

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Effective from August 27, 2023 through August 26, 2028

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 Union No. 51 of the International Brotherhood of Electrical Workers (hereinafter referred to as UNION) on behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

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

Section 2. Purpose.

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

b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service function of the University.

ARTICLE II
LIMITATIONS

Section 1. Limitations.

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

b) 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.

c) Should any part of this Agreement or any provisions contained herein be determined to be contrary to law by a court of competent jurisdiction, such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

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:

Group A - Tree Surgeons

Tree Surgeon
Assistant Tree Surgeon

Group B - Steam Distribution

Steam Distribution Operator
Assistant Steam Distribution Operator

Group C - Automotive Technicians

Automotive Technician
Automotive Body Repair Technician

Group D - Water Station

Water Station Operator

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. New Classes and Recognition.

The Employer agrees that if any new Civil Service class designations should be established for the same work presently being performed by those classes identified in Section 1 of this ARTICLE, said new classes will be treated as part of the negotiation unit recognized by this Agreement.

Section 3. Equal Opportunity.

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

Section 4. Rights of Employer.

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

Section 5. Protected Activity.

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

Section 6. Union Activity.

The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the Employer during working hours. A Union Steward with permission of proper authorities may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules.

Section 7. Notification of Recognition.

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

Section 8. Health and Safety.

The Employer agrees to make adequate provisions for the safety and health of employees covered by this Agreement during the hours of their employment.

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.

Wages established in this Agreement shall become and remain effective as specified in Appendix "A", attached hereto and be made a part hereof except as otherwise provided herein. The wages in Appendix A reflect the campus salary program for the 2023-2024 academic year, which is four (4.00) percent. The wages for Automotive Technicians and Automotive Body Repair Technicians constitute a seven (7.00) percent increase.

Wages for the second year of this agreement shall be increased by either two percent (2.0%) or the campus salary program, whichever is greater.

Wages for the third year of this agreement shall be increased by either two percent (2.0%) or the campus salary program, whichever is greater.

Wages for the fourth year of this agreement shall be increased by either two percent (2.0%) or the campus salary program, whichever is greater.

Wages for the fifth year of this agreement shall be increased by either two percent (2.0%) or the campus salary program, whichever is greater

Section 2. Wages (Overtime).

a) Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime may only be performed pursuant to specific supervisory direction.

b) The Employer may require employees covered herein to work overtime. The Employer will make known to the employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency.

c) Overtime shall be divided as equally as possible among eligible employees who volunteer for overtime work. An employee who does not volunteer is not relieved from his/her obligation to work overtime if the operation requires, but non-voluntary overtime will be assigned on a basis of inverse seniority.

d) Overtime for employees in Group B will be as follows:

1. Overtime shall be paid for in accordance with Policy and Rules except that overtime worked on calendar Sundays will be compensated at double time. (Deviation from Policy and Rules).

2. When an employee from the Steam Distribution unit is required to work more than one (1) hour immediately before or after his/her regularly scheduled shift, in addition to his/her regular shift, he/she shall receive one of the following:

   -Four (4) hours notice before the beginning of the employee's regular shift or notice before 12:15 a.m. for the day shift.
   -One (1) hour additional pay at the basic straight time hourly rate. (Deviation from Policy and Rules).

3. When an employee is required to work continuously in excess of twelve (12) hours, he/she shall have the option of obtaining a meal on his/her own time which shall be paid for by the Employer, or remaining at work and receiving one (1) hour's pay at the applicable rate for each meal. The option shall apply beginning with the thirteenth (13th) hour of work and every five (5) hours of work thereafter until the employee is released from duty.

Section 3. Wages (Call-back).

a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.

b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid three (3) hours' pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back and performs work assigned by the Employer, he/she shall receive a minimum of three (3) hours' pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

c) Employees shall be paid at two (2) times the base rate of pay for all callbacks worked on calendar Sundays.

Section 4. Wages (Wage Progression for Assistant Tree Surgeons).

The Union and the Employer agree that:

1. The Tree Surgeon shall be required to obtain and keep current thereafter, certification with the International Arborists Association.

2. The Assistant Tree Surgeon, after three (3) years from the date of first employment, shall obtain and keep current thereafter, a State of Illinois Landscape and Turf Pest Control Applicator's License.

In the event the Assistant Tree Surgeon does not meet the above requirement, the employee shall be entitled to no longevity pay increases and consequently shall be frozen at his/her then current basic straight time hourly rate. Upon meeting the above requirement the employee shall again be entitled to proceed along the longevity scale, however, the time elapsed during the interval that the requirement is due and is actually met shall be deducted from time of employment, for longevity pay purposes.

Section 5. Wages (Lead Worker Pay for Employees in Group C).

When an employee is designated as lead worker, he/she shall receive in addition to his/her basic straight time hourly rate a fifty cents (50¢) per hour increase for all hours worked while performing lead worker duties.

Section 6. Wages (Differentials for Groups A, B, and D

A wage differential of $.50 per hour shall be paid to employees who obtain, and maintain as necessary, the following certifications:

- Steam Distribution Operator; "OQ Gac Certification"
- Water Station Operator; certification for "Water Operators License"
- Tree Surgeons; certification by "International Arborists Association"

Section 7. Wages (Differential for Group C)

Master Automotive Technician

- Master status can be achieved by passing the following Automotive Service Excellence (ASE) certification test:
  - Automotive & Light Truck Certification Tests (A1-A9)
  - Medium-Heavy Truck Certification Tests (T1-T8)

Master Automotive Body Repair Technician

- Master status can be achieved by passing the following Automotive Service Excellence (ASE) certification tests:
  - Collision Repair & Refinish Certification Tests (B2-B5)
  - Damage Analysis & Estimating Certification Test (B6)
  - Truck Equipment Certification Tests (E1-E3)

Upon successful completion of all units within the classification as a Master Technician as set forth above, Technicians will receive a differential of $5.00 per hour. Technicians must retest as needed to maintain their certification. A lapse in certification will cause the loss of this premium until recertification occurs. The University will cover the cost of the initial test and each required recertification on the first attempt for each employee. If an employee fails to pass any test on this first attempt, additional attempts will be at the employee's cost.

ARTICLE V
BENEFITS

Section 1. Policy.

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

b) The department has the right to schedule vacations in accordance with the needs of the service at such times as may be required by those needs. An employee's preference as to time of vacation will be considered, but the Employer reserves the right to assign vacation periods.

ARTICLE VI
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 of the Illinois Educational Labor Relations Act, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this ARTICLE, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 4.

In the event than any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a

nonreligious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

Section 5.

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other form of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

Section 6.

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

Section 7.

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

ARTICLE VII
WORKING RULES, HOURS AND OTHER CONDITIONS

Section 1. Shift, Work Day, and Work Week.

a) The shift shall consist of eight (8) hours of work to be broken only by an unpaid lunch period not to exceed one (1) hour.

b) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.

c) The 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., Sunday. The full time work schedule in the work week shall consist of one (1) eight (8) hour shift during each of five (5) days and shall not exceed forty (40) hours of work.

Section 2. Hours of Work for Employees in Group B.

a) The basic workweek shall be forty (40) hours, with daily operations seven (7) days per week, twenty-four (24) hours per day. Shift schedules are to be as follows:

1. 12:00 midnight to 8:00 a.m.
2. 7:00 a.m. to 4:00 p.m.
3. 4:00 p.m. to 12:00 midnight
4. 8:00 a.m. to 4:00 p.m.
5. 7:30 a.m. to 4:00 p.m.

b) Lunches shall be eaten while the employee performs the regular shifts "1", "3", and "4" above; however, the length of any shift may be extended by one (1) hour for lunch provided that there is at least one (1) operator on duty at all times on each shift.

c) Shift assignments and selection shall be made on the basis of fixed shifts with seniority in the classification governing the right of shift choice, with the understanding that the Employer is to decide the number of employees that may be needed on each shift as well as on Saturdays, Sundays, and holidays, and the ratio of Steam Distribution Operators to Assistant Steam Distribution Operators on each shift. Shifts shall be bid two (2) times per year; the first Sunday after April 1, and the first Sunday after October 1. Once shifts are fixed, an employee with seniority may not "bump" another employee, but exchange may be made by agreement between the two (2) employees concerned, with the approval of the Employer and the shop committee when such trades do not result in premium payments.

1) Assistant Steam Distribution Operators are restricted from bidding on shift assignment during their first twelve (12) months of service.

2) During the first twelve (12) months of employment as an Assistant Steam Distribution Operator, shift assignments can be varied by Management so the new employee can obtain experience in all aspects of the Steam Distribution operation. These changes will not affect the shift schedule of other Steam Distribution employees. After twelve (12) months, the new employees will be subject to the established work schedule bidding process.

3) During the first twelve (12) months of service Assistant Steam Distribution Operators are required to work under the direct guidance of a second year Assistant Steam Distribution Operator, Steam Distribution Operator, Foreman or Sub-Foreman.

d) In the event that an employee who works on a night shift or a weekend shift retires or should be absent due to illness or injury for a period to exceed three (3) weeks, the shifts will be rebid by seniority starting with the position held by the least senior employee on the day shift who has Saturday and Sunday as regularly scheduled days

off down through the remaining positions on the night and weekend shifts. When the Employer has been notified by proper medical authorities that the ill or injured employee may return to work on or after a given date, the shifts will be rebid by seniority starting with the position formerly held by the least senior employee on the day shift who had Saturday and Sunday as regularly scheduled days off down through all remaining positions on the night and weekend shifts provided there are thirty (30) or more days remaining in the current schedule. Employees who are permanently assigned to building operator, oiler and filter jobs shall be excluded from this procedure.

Section 3. Hours of Work for Employees in Group C.

a) Employees may be subject to different hours and shifts based on operating needs and shall be filled by seniority whenever possible. Management maintains the right to assign shifts based on operational need. If no one bids a shift, the shift will be filled by inverse seniority.

b) It is mutually agreed that cessation of work prior to lunch time and prior to the end of a shift (commonly known as wash-up time) will not commence more than ten (10) minutes before lunch time and not more than fifteen (15) minutes before the end of the day.

Section 4. Hours of Work Including Meal Periods for Employees in Group D.

a) Work Schedules.

Working hours will be eight (8) continuous hours per day excluding a one-half (1/2) hour lunch period, five (5) continuous days per week, commencing between the hours of 6:00 a.m. and 8:00 a.m. (Deviation from Section 1 of this Article of this Agreement). Work schedules will be posted and bid by seniority, or assigned by inverse seniority, if no bidders.

Work schedules once established will be rebid for shift changes, effective the first Monday of April of each year; changes awarded on seniority. Water Station Operators can be reassigned from one (1) duty to another as long as shift schedules are not changed. If an employee who works a shift other than 8:00 a.m. to 4:30 p.m. Monday through Friday should be absent due to illness or injury, the shift will be filled based on seniority by a volunteer, or assigned by inverse seniority. When the ill or injured employee returns to work, his/her schedule shall be resumed. The same procedure will be followed for resignations and/or retirements.

During the first eighteen (18) months of employment as a Water Station Operator, shift assignments can be varied by Management so the new employee can obtain experience in all aspects of the Water Station operation. These changes will not affect the shift schedule of other employees. After

eighteen (18) months, the new employee will be subject to the work schedule bidding process described above.

Occasionally Water Station Operators may require retraining on certain aspects of the Water Station operations. During retraining on swimming pool operations, an employee may be required to work the 6:00 a.m. to 2:30 p.m. shift with an operator normally assigned to that shift, for a period not to exceed one (1) week. A maximum of three (3) employees can be scheduled to work the 6:00 a.m. to 2:30 p.m. shift for retraining during one (1) calendar year. Each employee will receive a minimum of two (2) weeks notice prior to being scheduled for retraining on the 6:00 a.m. to 2:30 p.m. shift. In addition, an employee who will be assuming a 6:00 a.m. to 2:30 p.m. shift through the bidding process may be required to work the 6:00 a.m. to 2:30 p.m. shift with the individual presently assigned that shift, for a period not to exceed one (1) week, to become familiar with the early morning operation of the swimming pools.

b) Meal Period.

When an employee is required to work in excess of ten (10) consecutive hours, he/she will be provided, a meal period not to exceed one (1) hour, at his/her applicable hourly rate.

Section 5. Training.

Management will establish and implement a training program for first year Assistant Steam Distribution Operators. Formal classroom training may be provided if deemed necessary by management.

Section 6. Safety.

It is agreed for employees in all work groups that management will assign an appropriate number of employees to all work, including service calls, in order that all work will be carried out in a safe manner.

Section 7. Hours of Work for Group A.

a) Employees may be subject to different hours based on the need for spraying.

b) Normally, such change of hours would be for a minimum duration of a full work week.

Section 8. Background check

The employer will pay the fee incurred for the background check required for the Hazardous Materials certification to the Commercial Driver's License.

Section 9. Use of Technologies in the Workplace

The Union recognizes and affirms the Employer's right and need to continuously upgrade the technologies it employs to facilitate its operations, including devices carried and used by employees to record data, to communicate with other employees, to communicate with computer and computer-related devices, and to record service data. Such devices may include: cell phone, beepers, portable computers, data records, and global positioning systems.

In the event that the University uses information obtained from these technologies for disciplinary purposes, the University shall provide a copy of such information to the Union. All existing due process rights and procedures provided by this bargaining agreement shall be afforded to employees for whom discipline is being considered based on information obtained from these technologies.

During the term of this agreement, the Union shall have the right to request a Labor-Management meeting to discuss issues associated with these technologies. The Union shall provide an agenda to the University three work days in advance of such Labor-Management meeting.

Section 12. ASE Certification

Automotive Technicians and Automotive Body Repair Technicians hired after the effective date the of this Agreement shall be certified as provided by the National Institute for Automotive Service Excellence (ASE) within the first twelve (12) months of employment. The employee shall maintain certification throughout the duration of his/her employment. In the event an employee fails to maintain the certification, the employer shall pay for the employee to retake the test one (1) time. Any additional tests shall be at the expense of the employee.

Section 12. Lunch Training

If an employee is required to attend a training session during his/her lunch period, such time shall be considered compensation time worked.

Section 13 Group C – OEM and After-market Training

Employees may attend supervisory approved OEM and after-market training.

ARTICLE VIII
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 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

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 sixty (60) days after the action or event occurred or when representatives of the University first became aware of the incident or reasonably should have known that it occurred, unless the incident is subject to a criminal and/or administrative investigation outside the control of Staff Human Resources.

The Employer may request an extension of the sixty (60) 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 PROCEDURE

Section 1. General Provisions.

a) Definition - A grievance is defined as a complaint by an employee or the Union which alleges a violation of a section or sections of this Collective Bargaining Agreement or which alleges a violation of a section or sections of Policy and Rules as it exists on the effective date of this Agreement.

b) Grievances will be processed as set forth in the following sections of this ARTICLE. This includes employee grievances filed under the provisions of 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act.

c) All grievances are controlled by the provisions of paragraph "b" of this Section 1, except that grievances relative to Position Classification, 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 presented to the Employer within seven (7) calendar days following the date the grievance is alleged to have occurred or within seven (7) calendar days after the employee should reasonably have known of the occurrence leading to the grievance. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

Section 3. Procedure.

a) The employee(s) and/or the union representative involved shall discuss the grievance with the immediate supervisor. The Union Steward may attend this grievance meeting if the grievance has been filed by an employee.

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

c) The Director of the Department or his/her designee shall study the grievance and respond in writing within seven (7) calendar days. This response from the Director or his/her designee will be the final position of the Department.

d) If the grievant or the Union wishes to appeal from the decision of the Department, it shall do so in writing within fourteen (14) calendar days after the Department's decision is received or due. The appeal shall to be directed to the Labor and Employee Relations Section of Staff Human Resources, as the Chancellor's 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 designee.

f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his/her designee, it shall request mandatory arbitration, in writing, within seven (7) calendar days from date of receipt of the decision. The written request shall be directed to the Director of Labor and Employees Relations – Staff Human Resources.

g) The foregoing time limits may be extended by mutual written agreement between the appropriate parties. The time limits for a grievance shall toll for the duration of a leave of absence or layoff.

Section 4. Arbitration.

a) When the Director of Labor and Employees Relations – Staff Human Resources receives a written request for Arbitration then a joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators. The Arbitrator will be selected from this panel within fifteen (15) calendar days. The Employer and the Union shall alternately strike six (6) of the seven (7) names, provided that each party retains the right to reject one (1) panel in its entirety prior to the first strike. The remaining name shall serve as Arbitrator.

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

c) Cost of Arbitration, including the fee of the Arbitrator, shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration Hearing.

d) The Arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee.

e) Grievances relative to Discharge, Demotion, Position Classification and Discrimination are not subject to Arbitration.

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

ARTICLE XI
PARKING

Bargaining unit employees who choose to purchase parking will pay the same parking rates, as amended from time to time, that are offered to other University employees as part of the University's general parking fee rate structure.

Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable), motorcycle parking, and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees.

ARTICLE XII
NO STRIKE OR LOCKOUT

Section 1. No Strike.

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

Section 2. Employer/Employee Rights.

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

Section 3. No Lockout.

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

ARTICLE XIII
JURISDICTIONAL DISPUTES

Jurisdictional disputes shall be settled by the Unions involved and the Employer shall not change existing work assignments unless and until the dispute is settled, provided however, that such disputes not be prolonged past a period of thirty (30) calendar days. Within thirty (30) calendar days the Union shall submit in writing a mutually agreed upon recommendation for resolution of the dispute for the Employers consideration. The Employer reserves the right of final decision as to work assignment and such decision will be based not only on Union agreements as above mentioned, but also on local past practice covering the work in question.

ARTICLE XIV
PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 27, 2023 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, August 26, 2028. 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.

Section 2. Status During Negotiations.

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

Section 3. Commencement of Negotiations.

The Party giving notice of a desire to modify 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 hand on this the 19th day of October, 2023.

LOCAL #51, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Robert Wedell, Business Manager

THE BOARD OF TRUSTEES UNIVERSITY OF ILLINOIS

BY: Paul Ellinger
Paul Ellinger, Interim Vice President, Chief Financial Officer, and Comptroller

APPROVED: Jami Painter
Jami M. Painter, Associate Vice President and Chief Human Resources Officer

Thomas H. Riley, Jr.
Thomas H. Riley, Jr. Executive Director of Labor and Special Counsel

Shari-Mickey Boogs, Senior Associate Chancellor for Human Resources

Kevin Dawson, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schupper 10/12/2023
Office of University Counsel Date

APPENDIX "A" TO THE

AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 51 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION

GROUP A – TREE SURGEONS

Classification	Hourly Rate Eff. 8/20/23
Tree Surgeon	35.17
Assistant Tree Surgeon	
0 – 24 months	26.02
After 24 months	27.23

GROUP B – STEAM DISTRIBUTION OPERATOR

Classification	Hourly Rate Eff. 8/20/23
Steam Distribution Operator (SDO) (Full Rate)	35.99
0-12 months as a SDO (without 36 months as an ASDO)	32.40
12-24 months as a SDO (without 36 months as an ASDO)	34.21
Assistant Steam Distribution Operator (ASDO)	
0-12 months	28.79
12-24 months	32.40
After 24 months	34.20
Assistant Steam Distribution Operator Trainee	21.78

GROUP C – AUTOMOTIVE MECHANICS

Classification	Hourly Rate Eff. 8/20/23
Automotive Technician and Automotive Body Repair Technician (Tech. rate supersedes Art. IV, Section 1)	30.64

GROUP D – WATER STATION OPERATOR

Classification	Hourly Rate Eff. 8/20/23
Water Station Operator	
0 – 18 months	22.45
After 18 months	30.93