AGREEMENT

by and between

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

and

GENERAL TEAMSTERS
LOCAL NO. 26
CHAMPAIGN, ILLINOIS AND VICINITY

Effective August 16, 2023 through August 15, 2027

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GENERAL TEAMSTERS LOCAL NO. 26 CHAMPAIGN, ILLINOIS AND VICINITY

Effective August 16, 2023 through August 15, 2027

This Agreement is made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as the "University") and General Teamsters Local No. 26 Champaign, Illinois and Vicinity (hereinafter referred to as the "Union") on behalf of the non-academic University employees specifically identified in Article III of this Agreement.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

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

Section 2. Purpose.

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

b) The University's supervisors and the Union's representatives are assigned a special responsibility for the faithful application of this Agreement. The University 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 the University's Policy and Rules for resolving employment questions. The University 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 the University's Policy and Rules as they exist on the effective date of this Agreement, or as amended, each of which is incorporated herein by reference.

b) In the event of conflict 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) Previous agreements and commitments by and between the Parties that are contradictory to the provisions of this Agreement 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. Any subsequent amendments to this Agreement must be in written form and signed by the authorized official(s) of each Party.

ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

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

Heavy Driver
Driver
Disability Transportation Specialist
Head Disability Transportation Specialist

This exclusive representation is for the purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to provide notification to the State Universities Civil Service System of Illinois

Section 2. New Classes and Recognition.

The University agrees that if any new Civil Service classifications designations should be established for the same work presently being performed by those classifications identified in Section 1 of this Article, those new classifications will be treated as being part of the single bargaining unit recognized by this Agreement.

Section 3. Equal Opportunity.

Neither the University nor the Union will discriminate against any employee, applicant or candidate for employment because of race, creed, color, national origin, religion, sex, age, disability, ancestry, marital status, order of protection status, civil union status, genetic information, sexual orientation, gender identity or status as a disabled veteran or veteran.

Section 4. Management Rights.

The Union recognizes the rights of the University 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 University 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 their 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 a representative on behalf of the Union, its members or other nonacademic employees pursuant to the provisions of this Agreement or of those contained within the University's Policy and Rules.

Section 6. Union Activity.

The Union and its members will not solicit membership or carry on Union activity (other than that which is permitted by Policy and Rules) on University premises with University employees 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 University will notify all new personnel hired to work in the classifications covered by this Agreement that the Union is the authorized negotiating representative for the employees identified in Section 1 of this Article.

ARTICLE IV
WAGES

Section 1. Method of Establishment of Wages.

Wages specified in this Agreement have been established through negotiations by and between the Parties. The University shall provide notification of these wages to the State Universities Civil Service System of Illinois.

Section 2. Wage Increases

Bargaining unit members employed by the University as of the date that this Agreement is fully executed shall receive the percentage wage increase announced by the Provost (or other appropriate administrator for the Urbana-Champaign campus) for civil service employees (civil service pay adjustment increment) as part of the campus wage program for each academic year.

Retroactive to September 1, 2024, Drivers not receiving the prevailing wage, Heavy Drivers not receiving the prevailing wage, and Disability Transportation Specialists shall receive $32.09 per hour and Head Disability Transportation Specialists shall receive $33.18 per hour.

The University reserves the right to request a reopener of this Agreement for the sole purpose of addressing wages for Drivers related to establishment of a training program for newly hired Drivers. A request for a reopener must be submitted in writing to the union's chief negotiator and negotiations over wages will commence within thirty (30) calendar days after the other party receives the request.

The fourteen (14) most senior Heavy Drivers within the Transportation Shop, as well as the most senior Driver within University Housing, shall not be eligible however for the campus wage increases noted above. Wage increases for those Heavy Drivers and the most senior Driver within University Housing instead shall be tied to and based upon the prevailing wage rates reflected in the Union's Articles of Construction Agreement with the Associated General Contractors. By virtue of receiving prevailing wages, those Heavy Drivers and the most senior Driver within University Housing shall not be eligible to receive pay or benefit time for the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day. For the purposes of this provision, the Transportation Shop includes bargaining unit employees assigned to waste management duties and the moving crew, but does not include bargaining unit employees classified as drivers, disability transportation specialists, head disability transportation specialists, or drivers assigned to University Housing.

Heavy Drivers and/or Drivers assigned to the UI Ride shuttle shall be paid the prevailing rate for time spent assigned the UI Ride shuttle.

If a Heavy Driver Drivers or the most senior Driver within University Housing subject to the prevailing wage rate leaves the bargaining unit through retirement, resignation, termination or transfer, the next most senior, eligible employee then will begin to be paid a prevailing wage, commencing with the first full pay period immediately following the date on which the Driver left the bargaining unit. If the Union, however, is grieving the Heavy Driver's Drivers or the most senior Driver within University Housing's separation from the bargaining unit, payment of the prevailing wage to the next most senior, eligible employee may be delayed until the grievance is resolved by the parties or has been decided by an arbitrator. If the Heavy Driver's or the most senior Driver within University Housing's separation is sustained through the grievance process, the next most senior, eligible employee will be paid the prevailing wage retroactively to the date that such pay should have commenced.

Recognizing the impact that the practice of providing prevailing wages to certain bargaining unit employees may have on the continued sustainability and viability of the affected departments, both Parties reserve the right to request a reopener of this Agreement at any time during the last two years of this Agreement for the sole purpose of addressing wages only. A request for a reopener must be submitted in writing to the chief negotiator for the other party, and negotiations over wages will commence within thirty (30) calendar days after the other party receives the request.

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Section 3. Wages (Basic Straight Time).

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a workweek, but for not more than eight (8) hours work during any one of the aforesaid five (5) days.

Section 4. Wages (Overtime)

a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by federal law) for time worked in excess of eight (8) hours per workday or forty (40) hours per workweek. Overtime may be performed only pursuant to specific supervisory authority.

b) The University shall maintain separate lists for bargaining unit employees within Housing, Transportation, and Rehabilitation based upon their respective classifications that summarize the number of (1) overtime hours worked; and (2) the number of overtime hours that were declined by those employees. At least once every calendar week, the University will update these overtime lists in order to incorporate any additional overtime hours that were either worked or declined by bargaining unit employees. The University will make these lists reasonably available for review by the affected bargaining unit employees.

When the department or unit, within its discretion, determines that it is necessary to assign overtime work within a classification, the University will assign that work to the bargaining unit employee on the pertinent overtime list who has the least amount of overtime hours worked and/or declined. Within Facilities and Services, the assignment of overtime shall be made without regard to whether the employee is being paid a prevailing wage rate or a negotiated rate or whether the assignment entails construction work or maintenance work. If that employee declines the overtime assignment, the overtime assignment then will be offered to the remaining employees on the list in ascending order of overtime hours worked and/or declined.

For Facilities and Services, unanswered overtime calls shall be charged the daily maximum hours of the longest overtime assignment for the purposes of equalization. Additionally, F&S employees who accept a non-emergency overtime assignment shall not be charged for any other overtime assignment offered that day. Lastly, F&S employees, who have preapproved time off on a Friday as well as the following Monday, shall not be contacted or charged for any non-emergency overtime available during that weekend.

Employees assigned to the UI Ride shuttle shall be removed from the non-emergency overtime rotation for the calendar dates assigned to the UI Ride shuttle. Nothing herein shall prohibit an employee assigned to the UI ride shuttle from working non-emergency overtime on days not assigned to the shuttle.

Notwithstanding the foregoing, this Agreement does not prohibit the University from declining to offer an overtime assignment to a particular bargaining unit employee when that employee lacks the requisite CDL license to operate the motor vehicle needed to perform the overtime assignment; or when the particular assignment already is being performed by a bargaining unit employee at the end of his or her regular shift. If a bargaining unit employee already is performing an assignment at the end of his or her regular shift, the University can direct that employee to continue performing the assignment on an overtime basis without having to follow

the procedure outlined above. The University, however, shall not utilize this provision to avoid the assignment of overtime to prevailing rate employees when the University knows that overtime will be required at the end of the shift when assigning that work.

Any employee who is newly added to an overtime list via new hire, return from an absence of more than thirty (30) calendar days, or restricted duty will be "credited" with the average number of overtime hours worked by other bargaining unit employees in their classification at the time that the new employee is added.

Overtime opportunities first must be offered to all bargaining unit employees on the pertinent overtime list before that opportunity can be offered to bargaining unit employees on any other overtime list. In addition, overtime opportunities first must be offered to all bargaining unit employees in accordance with the procedures set forth above before those opportunities may be offered to non-bargaining unit employees, including upgraded building service workers. Bargaining unit work shall not be assigned to non-bargaining unit employees, unless the work cannot readily be assigned, either on a straight time or on an overtime basis, to a status employee.

Within Facilities and Services, up to six (6) employees may remove themselves from the voluntary overtime rotation list for a period of six (6) months. Such removal shall be done on a seniority basis. Removal from the voluntary list shall not impact mandatory overtime situations. However, employees who have removed themselves from the voluntary overtime rotation list shall be the last individuals called for mandatory overtime.

While the University may not utilize temporary upgrades or extra-help employees to avoid assigning overtime work to bargaining unit employees, the University may utilize non-bargaining unit employees through temporary upgrades and the use of extra-help personnel to fill vacant bargaining unit positions and to perform assignments when no bargaining unit employees are available to perform that work after being offered the overtime opportunity. The University is not obligated to offer the work associated with a vacant bargaining unit position to current bargaining unit employees as overtime, call back or other work opportunities. The University will continue to offer work opportunities that are not associated or tied to a vacant bargaining unit position in accordance with the overtime provisions set forth above. Vacant positions are defined as vacancies attributed to the retirement, resignation or termination of the incumbent employee or an excused or unexcused absence or leave of the incumbent employees of a single day or more, including absences due to the use of vacation or personal leave, floating holidays, sick leave, family and medical leave, victims economic security and safety leave, parental leave, bereavement leave, and disability.

Nothing contained within this provision relieves an employee from the obligation to work mandatory overtime to meet operational demands. Snow events are considered mandatory overtime situations. Furthermore, nothing contained within this Agreement obligates the University to create an overtime assignment or offer any specific number of overtime hours to bargaining unit employees.

Section 5. 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 University's premises at the time specified in the call-back, with no work being offered, shall be paid two (2) hours pay at overtime or premium rate, whichever is applicable. If an employee who is called back actually returns to the University's premises at the time specified in the call-back and performs the work assigned by the University, the employee shall receive a minimum of two (2) hours pay, or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rates.

ARTICLE V
BENEFITS

Section 1. Employee Benefits

Employee benefits (e.g., leaves of absence, retirement, disability, sick leave, holidays, vacation, personal leave, and inter-institutional reciprocity) will be provided to bargaining unit employees in accordance with the policies set forth in the University's Policy and Rules. Benefits under the control of the University will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other University employees.

Section 2. Family and Medical Leave

Bargaining unit employees will be offered family and medical leave in accordance with and pursuant to the terms of the federal Family and Medical Leave Act (FMLA). As set forth within that statute, eligible employees, as defined by the FMLA, will be granted up to twelve (12) workweeks of unpaid leave during a designated 12-month period. Throughout that leave, the employee's group health benefits will be maintained under the same terms as if the employee had continued working. At the end of the leave, the employee will be restored to the same or an equivalent position with equivalent pay, benefits and other terms of conditions of employment, and will be eligible to receive any enhancements in salary, benefits or other terms to the extent that the employee would have been eligible if the employee had continued working. The FMLA also provides certain military family leave entitlements as well. Eligible employees may use FMLA leave for specified reasons related to certain military deployments of their family members and may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

Section 3. Paid Leave for All Workers Waiver

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. Shift, Work Day, and Work Week.

a) The shift shall consist of eight (8) hours of work, with an unpaid one-half (1/2) hour lunch period between the 3rd and 6th hour.

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

c) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours (seven (7) consecutive periods of twenty-four (24) hours each) that begin at 12:01 a.m. each Sunday. The full-time work schedule in the workweek shall consist of one (1) shift of eight (8) hours during each of five (5) consecutive days and shall not exceed forty (40) hours of work.

d) Trash hauling will start on or about 3:00 a.m. or as required by management.

e) Dining Services Truck Drivers

1) Schedules currently in place for Truck Drivers assigned to Dining Services shall continue until such time as operational need necessitates either a permanent or temporary change. Dining Services will provide two weeks' notice prior to a permanent change.

2) The Parties agree that no temporary schedule changes will be implemented in order to circumvent overtime.

3) Schedules for starting times shall be posted by the Thursday afternoon preceding the affected work week.

4) Dining Services may vary the starting time of a shift by a maximum of two hours on either side of the posted start time.

5) If Dining Services should need to upgrade an employee to the single "prevailing rate" position currently in place, the upgrade will be awarded to the most senior eligible employee.

Section 2. Facilities and Services Division – Assignment of Work

a) Non-Prevailing Rate Transportation Shop Heavy Drivers and/or Drivers may be assigned as working members of the Building Services Department Moving Crew. In that capacity, such Heavy Drivers and/or Drivers may be assigned or required to unload product off of the truck and move it to inside the door of the delivery location, in addition to performing the driving duties of the crew. While assigned to the Moving Crew, the Heavy Drivers and/or Drivers shall receive their assignments from the foreman for the Moving Crew, rather than from a Transportation Shop foreman. Overtime will be assigned in a manner consistent with the practice of the

Transportation Shop. Nothing herein shall prohibit a Prevailing Rate Heavy Driver from volunteering to work on the Building Services Department Moving Crew.

b) The vacuum trailer and sewer truck will be manned by a crew consisting of a Transportation Shop Heavy Driver and/or Driver and a Construction Laborer. While performing these duties, the Heavy Driver and/or Driver will be assigned to the Construction Division Labor Shop and will receive his or her assignments from the foreman for that shop, rather than from a Transportation Shop foreman.

c) The chipper truck will be driven by the Tree Surgeon.

d) Employees shall bid on the UI Ride Shuttle assignment each January. The assignment shall be for one (1) year, unless operations require removal from the assignment. In the event an individual is removed from the assignment, the assignment shall be rebid for the remainder of the time period.

e) The assignment for President, Chancellor, Provost or those assigned under the direction of those three shall be at the sole discretion of the employer. Each December, employees can sign a list to express interest to management for consideration related to other VIP assignments. The Employer shall consider overtime hours worked, work history, seniority and other related factors in assigning other VIP assignments.

f) As operations permit and as long as proper safety equipment is used, employees may wear work appropriate shorts during the summer months.

Section 3. Use of Temporary Upgrades and Extra-Help in Filling Vacancies

The University may utilize non-bargaining unit employees through temporary upgrades and the use of extra-help personnel to fill vacant bargaining unit positions. The University, however, may not avoid the filling of permanent vacancies through the use of non-bargaining unit employees, and therefore, shall initiate the process to have the position filled on a permanent basis with a full-time bargaining unit employee if the University has, over the course of nine (9) consecutive months, utilized non-bargaining unit employees to perform the work of that position for more than 1040 cumulative hours. This provision shall not apply to positions that are temporarily vacant due to employees on approved leave of absences or other reasons. The University will submit a monthly report to the local Union listing the dates on which, and the number of hours, the University utilized non-bargaining unit employees and extra-help personnel to fill vacant bargaining unit positions.

Section 4. Offering Vacant Positions to Bargaining Unit Employees

The University will offer vacant bargaining unit positions to bargaining unit employees who are currently employed by the University in the same classification and in the same department as the vacant position and who are deemed by the University to be qualified to perform the duties of the vacant position before offering that position to a new hire. Qualified individuals from different departments may be offered vacant bargaining unit positions in accordance with the University's transfer register practices, as modified from time to time. For the purposes of this provision, bargaining unit employees employed by University Housing are deemed to be separate and distinct from those employed within the Facilities and Services Division. The University also will maintain and regularly update a transfer list of employees by classification on a website that can be accessed by both departments and employees.

Section 5. Commercial Driver's License

The University reserves the right to hire or transfer employees into bargaining unit positions, even though the employee may not hold a valid Class B or higher commercial driver's license at the time of hire or transfer. Such employees shall be required to obtain a valid Class B or higher commercial driver's license within six (6) months from their date of hire or transfer into the position as a condition of continued employment. Such employees will be precluded from performing any work requiring a valid Class B or higher commercial driver's license until they have successfully obtained such a license.

Section 6. Dress Code - Facilities and Services

Employees working at Facilities and Services campus locations shall wear five (5) Employer provided short sleeve shirts. Employees working on the UI Ride Shuttle shall wear an Employer provided uniform. Replacements shall be provided by the Employer on an as needed basis. Non-UI Ride Shuttle employees shall be responsible from the laundry of the short sleeve shirts. Such clothing shall be returned upon separation.

Section 7. Parking

Throughout the term of this Agreement, permanent bargaining unit employees who elect to purchase parking passes for daytime parking will be required to pay the same parking rates, as amended from time to time, that are offered to other University employees as part of the University's general parking fee rate structure. The University will offer parking on shuttle lots (if applicable) and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees.

ARTICLE VII
PERFORMANCE PARTNERSHIP PROGRAM

Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the University which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be both positive and corrective in nature. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

Formal Corrective Action

a. Work Performance Reminder
b. Written Reminder
c. Decision Making Leave

Discharge

The University reserves the right to skip any and all informal and formal steps due to 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 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 University became aware of the action or event occurred. In the event the incident is under investigation by an entity outside the control of Illinois Human Resources, the thirty days shall commence once the matter is referred to Illinois Human Resources. Entities outside the control of Illinois Human Resources shall be known as the Office of the Executive Inspector General, University of Illinois Police Department, Office of University Audits, and Office of Access and Equity or their successor organizations.

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

The thirty-day clock will stop upon layoff and start again when the employee returns to work after the regular layoff period.

Absence of an employee for five (5) consecutive workdays without reporting to the Employer, or person designated by the Employer to receive such notification, may be cause for discharge in the absence of exigent circumstances that prevented them or someone acting on their behalf from being able to contact supervision at any point during that time period. For such absences, the following process will be followed:

1. Following the fifth consecutive workday of an absence by an employee without reporting, the Employer shall send notification of their absence to the employee and the Union.
2. Upon receipt of the notification, the employee shall have ten (10) workdays to respond.
3. If no response from the employee is received within the ten (10) workday timeframe, the employee will be considered to have resigned upon their last day of work**.** However, the University shall allow the employee to be reinstated to their former position if the employee can demonstrate that the employee was unable to provide proper notification of his/her absence to the University due to circumstances beyond his/her control.

Section 2. PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be amended from time to time. The University 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 University is contemplating formal corrective action, a pre-disciplinary meeting will be held. The University will provide at least seventy-two (72) hours written notice to the employee prior to said meeting, except in cases of emergency, which the University 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 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.

Section 6. Historical Information

All formal and informal actions will remain as part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below provided the employee has had no other formal corrective action during any of the active time periods. If an employee receives other formal corrective action during an active time period, all formal corrective actions will not deactivate until such time that all formal corrective action time periods have been completed. If a disciplinary action (including discharge) is challenged, management reserves the right to present an employee's entire work history as a means to illustrate the efforts management has undertaken to correct the employee deficiencies, including, but not limited to, all supervisor discussions and all formal corrective actions, regardless of activation status. Deactivated formal corrective actions will not be used to progress the current discipline, including discharge. However, if an employee establishes a pattern (more than three) of infractions, deactivated formal corrective actions may be used to progress the current discipline. Supervisor discussions do not deactivate and will remain a part of an employee's work history.

a. Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period

b. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period

c. Decision Making Leave – Twenty-four (24) months; provided no other formal corrective action during this time period

Section 7. Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion

rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.

ARTICLE VIII
GRIEVANCE AND ARBITRATION

Section 1. General Provisions.

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

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 5/3(b) of the Illinois Educational Labor Relations Act.

c) Grievances relative to suspension are controlled by the provisions of paragraph "b" of this Section 1. Grievances relative to discharge and demotion are controlled by the provisions of State Universities Civil Service System's Statute and Rules.

Section 2. Time Limits to File.

A grievance must be filed with the University within thirty (30) calendar days following the date the grievance is alleged to have occurred or within thirty (30) 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 designated supervisor. The Union Steward may attend this grievance meeting.

b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of the affected Operating Unit within five (5) calendar days from the date of the grievance meeting with the designated supervisor.

c) The Operating Unit Director shall study the grievance and respond in writing within ten (10) calendar days. This response will be the final position of the Operating Unit Director.

d) If the Union wishes to appeal from the decision of the Operating Unit Director, it shall do so in writing within ten (10) calendar days of the date 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 ten (10) calendar days after receipt of the appeal if no hearing is conducted, or within fifteen (15)

calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his/her designee.

f) If the Union wishes to appeal from the decision of the Campus Chancellor, or his/her designee, it shall request mandatory arbitration, in writing, within ten (10) calendar days of the date of such Decision. The written request shall be directed to the Director of Labor and Employee Relations – Illinois Human Resources.

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

h) The University will provide copies of its responses at each level of the grievance procedure to both the Union's business agent and a Union steward. The copy to the Union steward will be sent to the steward's work address by regular campus mail.

i) Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to participate in any meetings held in accordance with this Section.

Section 4. Arbitration.

a) The Union's written request for arbitration shall name the Union member of the Arbitration Board. The University will name its member of the Arbitration Board within five (5) working days. These two (2) Arbitration Board members will attempt to mutually agree on a third Arbitration Board member, who shall be the Chairman of the Board of Arbitration. If they fail to do so within five (5) working days, the Arbitration Board Chairman shall be selected as set forth below.

b) A joint request executed by the University and the Union will be submitted to the Federal Mediation and Conciliation Service or the Illinois Educational Labor Relations Board. This joint request will be for a panel of seven (7) arbitrators. The Chairman of the Board of Arbitration will be selected from this panel within ten (10) work days. The University's Board Member and the Union's Board Member shall alternately strike six (6) of the seven (7) names. The remaining name shall serve as Chairman of the Board of Arbitration.

c) If the Chairman of the Board of Arbitration is unavailable or declines to serve, the foregoing procedure shall be repeated.

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

e) The Board of Arbitration shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Board of Arbitration shall be final and binding upon the University, the Union and the employee. This Article represents a deviation from Policy and Rules.

f) Nothing herein shall prohibit the parties from selecting a single arbitrator to decide a dispute. Selection shall be by the same manner as the Chairman selection set forth in subsection (b).

ARTICLE IX
NO STRIKE OR LOCKOUT

Section 1. No Strike.

a) 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.

b) In the event that any employee covered hereunder engages in such prohibited act or acts, the Union shall utilize its best efforts to cause such employee(s) to cease and desist from such prohibited act or acts. It is specifically understood and agreed that the University during the first twenty-four (24) hour period of such unauthorized work stoppage in violation of this Agreement shall have the sole and complete right to reasonable discipline, including suspension from employment up to and including thirty (30) days but short of discharge, and such employees shall not be entitled to or have any recourse to the grievance procedure. In addition, it is agreed between the Parties that if any employee repeats any such unauthorized strike, etc. in violation of this Agreement, during the term of this Agreement, the University shall have the right to further discipline or discharge such employee without recourse, for such repetition. After the first twenty-four (24) hour period of an unauthorized stoppage in violation of this Agreement, and if such stoppage continues, the University shall have the sole and complete right to immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance procedure. The suspension or discharge herein referred to shall be uniformly applied to all employees participating in such unauthorized activity. The University shall have the sole right to schedule the employee's period of suspension.

Section 2. No Lockout.

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

ARTICLE X
DUES DEDUCTION

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the University 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 including the Illinois Educational Labor Relations Act (115 ILCS 5) as it may be amended thereafter and in compliance with other applicable state and federal laws. The Union shall advise the University of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Indemnification of the University

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 taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the University by the Union pursuant to this Article.

Section 3. Limitation on Collection of Fees

Nothing contained within this Agreement shall require the University to take any action to collect any fee from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.

ARTICLE XI
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 16, 2023 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight August 15, 2027. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) 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 terminate the Agreement following its expiration 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 (in writing) a detailed list of the modifications or changes desired. The Party receiving the notice may propose (in writing) additional changes in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 16th day of January, 2025.

GENERAL TEAMSTERS
LOCAL NO. 26
CHAMPAIGN, ILLINOIS AND VICINITY

Patrick A. Gleason
President, Local No. 26

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

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

APPROVED: Jami Painter
Jami M. Painter, Senior Associate Vice President for Human Resources

Thomas Riley
Thomas H. Riley, Jr., Executive Director of Employee and Labor Relations

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Robb B. Craddock, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schuppert
Office of University Counsel

01/15/2025
Date

Interim Memorandum of Agreement

Between the Board of Trustees of the University of Illinois

and

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 26

As a result of the proposed revisions to the Driver Series by the State Universities Civil System the parties agree to the following:

1. The parties shall reconvene negotiations of a successor agreement to the 8/30/2019 through 8/30/2023 upon the completion of Illinois Human Resources' classification and job description review for the updated positions impacted by the revised Driver Series. It is anticipated that the review will be completed in November 2023.

2. As result of this required review, the parties agree to that bargaining unit members, not receiving the prevailing wage and are employed by the University as of the date that this interim agreement is fully executed, shall receive the four percent (4%) wage increase announced by the President retroactive to August 20, 2023.

3. The below amended sections of the collective bargaining agreement shall be in effect until the parties finalize a successor agreement.

4. Article IV, Section 4. Wages (Overtime) (b) shall be amended to read as follows:
   The University shall maintain separate lists for bargaining unit employees within Housing, Transportation, and Rehabilitation based upon their respective classifications that summarize the number of (1) overtime hours worked; and (2) the number of overtime hours that were declined by those employees. At least once every calendar week, the University will update these overtime lists in order to incorporate any additional overtime hours that were either worked or declined by bargaining unit employees. The University will make these lists reasonably available for review by the affected bargaining unit employees.

   When the department or unit, within its discretion, determines that it is necessary to assign overtime work within a classification, the University will assign that work to the bargaining unit employee on the pertinent overtime list who has the least amount of overtime hours worked and/or declined. Within Facilities and Services, the assignment of overtime shall be made without regard to whether the employee is being paid a prevailing wage rate or a negotiated rate or whether the assignment entails construction work or maintenance work. If that employee declines the overtime assignment, the overtime assignment then will be offered to the remaining employees on the list in ascending order of overtime hours worked and/or declined.

   For Facilities and Services, unanswered overtime calls shall be charged the daily maximum hours of the longest overtime assignment for the purposes of equalization. Additionally, F&S employees who accept a non-emergency overtime assignment shall not be charged for any other overtime assignment offered that day. Lastly, F&S employees, who have preapproved time off on a Friday

as well as the following Monday, shall not be contacted or charged for any non-emergency overtime available during that weekend.

Employees assigned to the UI Ride shuttle shall be removed from the non-emergency overtime rotation for the calendar dates assigned to the UI Ride shuttle. Nothing herein shall prohibit an employee assigned to the UI ride shuttle from working non-emergency overtime on days not assigned to the shuttle.

Notwithstanding the foregoing, this Agreement does not prohibit the University from declining to offer an overtime assignment to a particular bargaining unit employee when that employee lacks the requisite CDL license to operate the motor vehicle needed to perform the overtime assignment; or when the particular assignment already is being performed by a bargaining unit employee at the end of his or her regular shift. If a bargaining unit employee already is performing an assignment at the end of his or her regular shift, the University can direct that employee to continue performing the assignment on an overtime basis without having to follow the procedure outlined above. The University, however, shall not utilize this provision to avoid the assignment of overtime to prevailing rate employees when the University knows that overtime will be required at the end of the shift when assigning that work.

Any employee who is newly added to an overtime list via new hire, return from an absence of more than thirty (30) calendar days, or restricted duty will be "credited" with the average number of overtime hours worked by other bargaining unit employees in their classification at the time that the new employee is added.

Overtime opportunities first must be offered to all bargaining unit employees on the pertinent overtime list before that opportunity can be offered to bargaining unit employees on any other overtime list. In addition, overtime opportunities first must be offered to all bargaining unit employees in accordance with the procedures set forth above before those opportunities may be offered to non-bargaining unit employees, including upgraded building service workers. Bargaining unit work shall not be assigned to non-bargaining unit employees, unless the work cannot readily be assigned, either on a straight time or on an overtime basis, to a status employee.

Within Facilities and Services, up to six (6) employees may remove themselves from the voluntary overtime rotation list for a period of six (6) months. Such removal shall be done on a seniority basis. Removal from the voluntary list shall not impact mandatory overtime situations. However, employees who have removed themselves from the voluntary overtime rotation list shall be the last individuals called for mandatory overtime.

While the University may not utilize temporary upgrades or extra-help employees to avoid assigning overtime work to bargaining unit employees, the University may utilize non-bargaining unit employees through temporary upgrades and the use of extra-help personnel to fill vacant bargaining unit positions and to perform assignments when no bargaining unit employees are available to perform that work after being offered the overtime opportunity. The University is not obligated to offer the work associated with a vacant bargaining unit position to current bargaining

unit employees as overtime, call back or other work opportunities. The University will continue to offer work opportunities that are not associated or tied to a vacant bargaining unit position in accordance with the overtime provisions set forth above. Vacant positions are defined as vacancies attributed to the retirement, resignation or termination of the incumbent employee or an excused or unexcused absence or leave of the incumbent employees of a single day or more, including absences due to the use of vacation or personal leave, floating holidays, sick leave, family and medical leave, victims economic security and safety leave, parental leave, bereavement leave, and disability.

Nothing contained within this provision relieves an employee from the obligation to work mandatory overtime to meet operational demands. Snow events are considered mandatory overtime situations. Furthermore, nothing contained within this Agreement obligates the University to create an overtime assignment or offer any specific number of overtime hours to bargaining unit employees.

5. Article VI, Section 2. Facilities and Services shall be amended to read as follows:

a) Non-Prevailing Rate Transportation Shop Drivers ("Drivers") may be assigned as working members of the Building Services Department Moving Crew. In that capacity, such Drivers may be assigned or required to unload product off of the truck and move it to inside the door of the delivery location, in addition to performing the driving duties of the crew. While assigned to the Moving Crew, the Drivers shall receive their assignments from the foreman for the Moving Crew, rather than from a Transportation Shop foreman. Overtime will be assigned in a manner consistent with the practice of the Transportation Shop. Nothing herein shall prohibit a Prevailing Rate Driver from volunteering to work on the Building Services Department Moving Crew.

b) The vacuum trailer and sewer truck will be manned by a crew consisting of a Transportation Shop Driver ("Driver") and a Construction Laborer. While performing these duties, the Driver will be assigned to the Construction Division Labor Shop and will receive his or her assignments from the foreman for that shop, rather than from a Transportation Shop foreman.

c) The chipper truck will be driven by the Tree Surgeon.

d) Employees shall bid on the UI Ride Shuttle assignment each January. The assignment shall be for one (1) year,

e) The assignment for President, Chancellor, Provost or those assigned under the direction of those three shall be at the sole discretion of the employer. Each December, employees can sign a list to express interest to management for consideration related to other VIP assignments. The Employer shall consider overtime hours worked, work history, seniority and other related factors in assigning other VIP assignments.

f) As operations permit and as long as proper safety equipment is used, employees may wear work appropriate shorts during the summer months.

6. Article VI, Section 2. Facilities and Services shall be amended to read as follows:

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

b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of the affected Operating Unit within five (5) calendar days from the date of the grievance meeting with the designated supervisor.

c) The Operating Unit Director shall study the grievance and respond in writing within ten (10) calendar days. This response will be the final position of the Operating Unit Director.

d) If the Union wishes to appeal from the decision of the Operating Unit Director, it shall do so in writing within ten (10) calendar days of the date 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 ten (10) calendar days after receipt of the appeal if no hearing is conducted, or within fifteen (15) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his/her designee.

f) If the Union wishes to appeal from the decision of the Campus Chancellor, or his/her designee, it shall request mandatory arbitration, in writing, within ten (10) calendar days of the date of such Decision. The written request shall be directed to the Director of Labor and Employee Relations –Illinois Human Resources.

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

h) The University will provide copies of its responses at each level of the grievance procedure to both the Union's business agent and a Union steward. The copy to the Union steward will be sent to the steward's work address by regular campus mail.

i) Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to participate in any meetings held in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 1 day of November, 2023.

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 26

By _____
Patrick A. Gleason
President, IBT Local 26

_____
David Marxmiller
Business Manager
IBT Local 26

_____

_____

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Paul Ellinger
Paul Ellinger, Vice President Chief Financial Officer and Comptroller

APPROVED: Jami Painter
Jami M. Painter, Associate Vice President
President for Human Resources

_____
Shari Mickey-Boggs, Senior Associate
Chancellor for Human Resources

Thomas H Riley Jr
Thomas H. Riley, Jr. Executive Director of
Labor Relations

Robb B. Craddock
Robb B. Craddock, Chief Negotiator

APROVED AS TO LEGAL FORM:

Brett Schnepper 11/07/2023
Office of University Counsel (date)

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