AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL NO. 601 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective August 16, 2022 through August 29, 2026

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LOCAL UNION NO. 601 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective from August 16, 2022 through August 29, 2026.

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. 601 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.

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. 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 and regulations issued thereunder; 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 or as amended; each of which is incorporated herein by reference.

b) In the event of conflict among any of the foregoing and any provisions 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, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire agreement between the parties hereto. Any subsequent amendments hereto must be in written form and signed by the authorized official(s) of each party.

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.

Broadcasting Engineer
Television Broadcast Equipment Operators
Instructional Media Systems Technician
Communications Technician I
Communications Technician II
Communications Technician III

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

Section 3. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, order of protection status, ancestry, civil union status, genetic information, sexual orientation, gender identity, marital status or status as a disabled veteran or veteran.

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 including but not limited to Article II, Section 1(a) of this Agreement. The rights of the Employer include, but are not limited to, the following: to determine the mission, policies and all standards of service offered by the University; to plan, direct, control and determine all the operations and services of the University; to determine the places, means, methods and number of personnel needed to carry out the University's mission; to manage, supervise, and direct the workforce; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness for duty standards; to schedule and assign work; to establish and/or modify work performance and productivity standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline and discharge employees consistent with terms of the Performance Partnership Program; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to use temporary, extra-help, student and part-time employees as the University deems appropriate; to evaluate performance and productivity and establish rewards or corrective actions for various levels of performance; to determine whether work is to be performed by employees in the bargaining unit or outside the bargaining unit. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and agrees to keep the Union informed ten (10) days prior to such changes, whenever possible.

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. Notification of Recognition.

The Employer will notify all new personnel hired for work in the classifications covered by this Agreement that the Union is the authorized negotiating representative for said classification. The Union shall be notified by the Personnel Services Office of the name and address of any new employee hired in any of the classifications covered by this Agreement.

ARTICLE IV
WAGES

Section 1. Method of Establishment of Wages.

Wages established in this Agreement shall become and remain effective as specified in Appendix "A", as amended, attached hereto and a part hereof, except as otherwise provided herein as established in negotiations by and between the Parties. The Employer shall provide notification of these wages to the State Universities Civil Service System of Illinois.

Section 2. Effective Date of Wages

Commencing each contract year thereafter of this Agreement, bargaining unit employees shall receive an across-the-board increase to their salaries that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increment) for the corresponding academic year or two percent (2%), whichever is greater. The increases shall be retroactive if announced by the University.

The Union reserves the right to request to reopen the contract for the purposes of discussing wages only during the third (3rd) year of the contract (Academic Year 2024-25). To request such a wage reopener, the Union must notify the Labor and Employee Relations section of Illinois Human Resources in writing of its intent to reopen the contract within thirty (30) calendar days of being advised by the University of the campus-wide general salary program announced by the Chancellor and the Provost as part of the campus wage program for that year or September 30th, whichever is earliest.

Section 3. Wages (Overtime).

a) An employee 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 differential(s) 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 or seven and one-half (7.5) per day or forty (40) hours or thirty-seven (37.5) per week.

b) Overtime may only be performed pursuant to specific supervisory direction.

c) Overtime shall be divided as equally and impartially as possible among employees who perform work in classifications represented by this collective agreement.

d) When a Broadcasting Engineer or Instructional Media Systems Technician is scheduled to work four (4) or more hours beyond his/her regularly scheduled shift, the same provisions for a meal period shall apply as provided in ARTICLE V, Section 1(a).

Section 4 (Work on 6th and 7th Consecutive Day – Television Broadcast Equipment Operators, Broadcasting Engineer and Instructional Media Systems Technician)

a) If an employee is scheduled in advance to work six (6) workdays in any given seven-day workweek, the employee will be paid at one and one-half (1½) times the employee's regular rate for all hours worked on the sixth day. If the employee works less than four (4) hours on that date, the employee will be paid four (4) hours of pay at one and one-half (1½) times the employee's regular rate.
b) If an employee is scheduled in advance to work seven (7) consecutive workdays in any given seven-day workweek, the employee will be paid at one and one-half (1½) times the employee's regular rate for all hours worked on the sixth day and at two (2) times the employee's regular rate for all hours worked on the seventh day. If the employee works less than four (4) hours on either date, the employee will be paid four (4) hours of pay at the agreed-upon overtime rate for that date.
c) If an employee is called back to perform work on an unexpected or exigent basis outside his or her assigned schedule, the employee shall be compensated for that time in accordance with the "call back" provisions of this Agreement.
d) The parties agree and recognize that there shall be no pyramiding of overtime pursuant to this provision and that this provision deviates from Policy and Rules.

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) Broadcasting Engineers, Television Broadcast Equipment Operators, or Instructional Media Systems Technicians who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid four (4) 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 four (4) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

c) Communications Technicians 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 Communications Technician 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.

Section 6. On-call Pay

Communications Technicians who are on call outside of their normal scheduled work hours will receive $1.60 per hour for all hours they are on call, in addition to the applicable rate for all hours worked.

ARTICLE V
WORKING RULES AND CONDITIONS

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

a) The shift for Broadcasting Engineers shall consist of eight (8) consecutive hours of work with a paid meal period not to exceed thirty (30) minutes. An employee shall be permitted to leave his/her assigned work area when possible, however, if assigned duties are of a continuous nature, the employee shall remain at the work area and eat while performing his/her assigned duties.

   The shift for Communication Technician and Instructional Media System Technician shall consist of seven and one-half (7.5) hours of work broken by an unpaid meal period not to exceed one (1) 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 work week shall be from 12:01 a.m. on Sunday through 12:00 p.m. midnight on the following Saturday. The weekly work schedule shall consist of one (1) eight (8) hour or one (1) seven and one-half hour work shift in each five (5) work days, with two (2) days off which shall be consecutive except when mutually agreed otherwise by the Employee and the Employer. For the purpose of clarifying this paragraph, Saturday and Sunday shall be regarded as consecutive even though they fall in separate work weeks. Management will attempt to diminish the variability of starting times.

Section 2. Non-Status Appointments.

Student and Intern appointments, if made, shall be made in accordance with Chapter VI Section 250.70 of the State Universities Civil Service System Rules.

Section 3. Shift Preference.

All status and probationary employees covered by this Agreement shall be offered forty (40) or thirty-seven and one-half (37.5) hours per week before any student employee or other non-status employee shall be used for any of the work covered by this Agreement.

A schedule for shift bidding purposes for Broadcasting Engineers, Television Broadcast Equipment Operators, and Instructional Media Technicians (location identified as either Urbana-

Champaign campus or near Monticello) shall be posted on or about August 1 of each year to go into effect on or about August 15 of each year. All employees may select the shift they desire by order of seniority provided that the qualifications of the employee are sufficient to execute the assignment, and provided that, in the event an employee is assigned to an operation with which he is not familiar, he shall have a familiarization period of not more than ten (10) working days. An employee who cannot perform these duties within the ten (10) working day period will be reassigned to his previous duties and shift.

Section 4. Rest Period.

All employees, except Communications Technician, shall be allowed a rest period of ten (10) consecutive hours between the completion of any one (1) day's work (including overtime hours) and the beginning of the following day's work.

Employees scheduled in violation of this provision shall be compensated at two (2) times their regular hourly rate for all hours worked that encroach upon the ten-hour rest period. It is agreed that employees must report for work as scheduled.

Section 5. Temporary Work Assignments for Broadcasting Engineers- Outside Urbana-Champaign.

a) When an employee is required to work on a temporary work assignment outside the Urbana-Champaign Campus where work and travel are both required on the same calendar day, but overnight accommodations are not necessary, the employee shall be paid eight (8) hours of pay at the basic straight time hourly rate and time and one-half (1 1/2) the regular hourly rate for all hours over eight (8) spent in work or travel.

b) When an employee is required to work on a temporary work assignment outside the Urbana-Champaign Campus and overnight accommodations are necessary, the following provisions shall apply:

    1) Travel and/or work should be limited to eight (8) hours per day when traveling by automobile or truck unless otherwise specified by the Employer. Employees will be paid the basic straight time hourly rate for the first eight (8) hours and the overtime or premium rate for all hours in excess of eight (8) excluding sleep time or other personal business.

    2) Employee's enroute to a temporary work assignment on other modes of transportation (airplane, bus, ship, train) will be paid a minimum of four (4) hours and a maximum of ten (10) hours for actual travel or work. Pay will be at the basic straight time hourly rate for the first eight (8) hours and at overtime or premium rate for all hours in excess of eight (8).

    3) If the temporary work assignment is aboard some mode of transportation, employees will be paid for eight (8) hours of work at the basic straight time hourly rate and time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of eight (8).

4) When the temporary work assignment requires the employee to remain on the worksite, the employee will be paid for eight (8) hours of work at the basic straight time hourly rate and time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of eight (8).

5) When an employee is required to travel (as in 1 or 2 above) on his/her regularly scheduled day off, he/she shall be paid at the overtime or premium rate.
6) Under no circumstances and notwithstanding anything contained herein shall the Employer be obligated to make nor shall the Employer in fact make any wage payments to any employee for time spent sleeping, on personal business, or engaged in recreational activities.

Section 6. Travel Time – Broadcasting Engineer, Television Broadcast Equipment Operators, and Instructional Media Systems Technician.

Employees shall be credited with all time spent traveling to and from assignments after reporting for work. Broadcasting Engineers and Television Broadcast Equipment Operators will report to work at Campbell Hall. Instructional Media Systems Technicians will report to work at Bevier Hall. Should the need arise to change reporting work sites, the employer will notify the Union and the employee at least fourteen (14) calendar days prior to such change.

Section 7. Posting of Schedules – Broadcasting Engineer, Television Broadcast Equipment Operators, and Instructional Media Systems Technician.

Schedules of working hours or work assignments shall be posted on the bulletin boards no later than Tuesday of the preceding week. In the event any schedule is changed after being posted, all hours worked outside of the posted schedule shall be compensated for at the applicable overtime rate unless such change is made at the request of an employee.

Section 8. Equipment – Broadcasting Engineer.

Wherever possible, it is agreed that Broadcasting Engineers will take the equipment to the source of broadcast.

Section 9. Proof of Performance Tests – Broadcasting Engineer.

Except in emergencies: Broadcasting Engineers will be used in Proof of Performance Test in both Radio and T.V.; a broadcasting engineer will assist on any installation job. Civil Service class specifications will govern work assignments; and bargaining unit work for all classifications covered by this agreement.

Section 10. Mutual Changes

Where this Agreement provides for changes by mutual agreement, such changes are to be initialed by the supervisor and the employee.

Section 11. Work Shift.

A work shift which commences on one day and continues into the following day shall be considered as the work day of the day that the shift started.

Section 12. Operating Errors – Broadcasting Engineer.

Errors shall not be charged against a Broadcasting Engineer when operating in a multiple capacity. However, this clause shall not preclude disciplinary action for negligence.

Section 13. Supervisory Assignments.

To meet its operational needs, the University may assign supervisory duties to Communication Technician IIIs, Instructional Media Systems Technicians, Broadcasting Engineers, and Television Broadcast Equipment Operators. Such duties may include supervising, instructing and assigning work to other employees within that employees' classification, as well to other employees outside the bargaining unit (such as students, extra-help personnel, contract labor, and multimedia technicians). Employees will not be permitted to supervise bargaining unit employees in other classifications outside the classification series. Whenever an employee is assigned supervisory duties, that employee shall receive a shift differential of three dollars ($3.00) for each hour spent performing those duties in addition to the employee's regular, straight-time rate of pay.

Section 14. Fitness for Duty.

When the Employer has reason to suspect that an employee is not fit for duty and has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the Employer may rely upon the decision of an impartial physician, selected by mutual agreement, as to the employee's fitness for duty. Such examination shall be paid for by the Employer. Upon the request of the employee or Union, the University shall meet with the Union to discuss the fitness for duty evaluation request.

Section 15. Towers.

On radio towers and like structure equal to or greater than 50 feet in height, for assignments requiring climbing to that height or greater, the employee climbing the tower shall be paid two (2) times the regular rate of pay. This rate begins when the employee begins climbing and concludes when they return to the base of the tower, rounded up to the nearest quarter-hour. Tower height shall be measured from the base of the tower. A standby employee shall be required at the base of the structure at the regular rate of pay.

ARTICLE VI
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 thirty (30) days after the action or event occurred.

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

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 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 VII
BENEFITS

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional 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.

Section 2. 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.

Section 3. Service and Seniority.

After completion of a probationary period of six (6) months as provided in the State Universities Civil Service Rules, employees shall acquire seniority rights retroactive to date of employment. Seniority as outlined in Policy and Rules shall be considered as part of this Agreement.

Section 4. Seniority Lists.

The Employer will provide and post current seniority lists that will be revised twice a year showing each employee's seniority and relative position.

Section 5. 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.

ARTICLE VIII
PARKING

Throughout the term of this Agreement, 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. Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking 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 IX
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 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 Section 1703(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 - Statute and Rules.

Section 2. Time Limits to File.

A grievance must be filed with the Employer 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 immediate 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 seven (7) calendar days from the date of the grievance meeting with the immediate 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 seven (7) 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 designee.

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

g) 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 fifteen (15) calendar days. The written request shall be directed to the Director of Labor and Employee Relations – Staff Human Resources.

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 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 Chairman of the Board of Arbitration will be selected from this panel within ten (10) work days. The Employer Board Member and the Union 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 Employer 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 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.

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 Employer, the Union and the employee.

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

ARTICLE X
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 XI
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) days prior to its effective date.

Section 2.

The Union shall indemnify, defend, and hold the Employer 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 Employer, 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 Employer by the Union pursuant to this ARTICLE.

ARTICLE XII
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, 2022 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, August 29, 2026. 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 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 13th day of September, 2022.

LOCAL #601 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Jarrett Clem
IBEW Local No. 601

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

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

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

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

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schreppler
Legal Counsel

09/12/2022
Date

APPENDIX "A"
TO THE AGREEMENT BY AND BETWEEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
LOCAL NO. 601, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS;
BROADCAST ENGINEERS

Classifications		Hourly Rate As of 8/21/2022
Broadcast Engineer		$31.00
Instructional Media Systems Technician		$32.61
Television Broadcast Equipment Operators		
Entry level rate		$16.95
	Months	
Communications Technician I	0-6	$19.32
	7-12	$20.29
	13+	$21.70
Communications Technician II		$26.09
Communications Technician III		$31.66

SIDE LETTER

The Parties agree to continue discussions, via Labor Management Meetings, regarding Article 5, Section 13 – Supervisory Assignments, in relation to additional duties and differentials for Lead Technicians. If the Parties fail to reach a resolution, the Union reserves the right to request to reopen the contract for the purposes of discussing Article 5, Section 13 only during the third (3rd) year of the contract (Academic Year 2024-25). To request such a reopener, the Union must notify the Labor and Employee Relations section of Illinois Human Resources in writing of its intent to reopen the contract within thirty (30) calendar days following the beginning of the Academic Year. This side letter will expire upon the end date of this Agreement.