CONTRACT

By and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

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

Effective July 1, 2025 through June 30, 2028

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A G R E E M E N T

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

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

Effective from July 1, 2025 through June 30, 2028

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 EMPLOYER) and Local 399, International Union of Operating Engineers, AFL-CIO (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 as they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of State Universities Retirement System as they may be amended from

time to time; 4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; 5) the 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 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, 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 ~~s~~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 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:

Assembly Hall Attendant
Building Operating Engineer
Chief Building Operating Engineer
Coin Machine Attendant
Copy Center Operator IV
Copy Center Operator III
Copy Center Operator II
Copy Center Operator I
Equipment Service Worker
Laboratory Helper
Parking Meter Mechanic I
Parking Meter Mechanic II
Research Facilities Attendant
Security Guard
Security Guard (Allerton Park)
Security Officer
Sports Equipment Supervisor

but excluding those excluded employees as set forth in 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act. This exclusive representation is for purposes of determining

appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System of Illinois.

The parties acknowledge and agree that the classifications set forth below previously were recognized as falling within the Local 399 bargaining unit but were deleted from the list set forth above because classifications were no longer used by the University, or otherwise had become inapplicable. To the extent that any of the deleted classifications are used by the University, the University will recognize those classifications as coming within the bargaining unit, provided that the essential job duties for those classifications are substantially the same as they were when that classification was previously part of the bargaining unit.

Assistant Duplicating Service Supervisor
Beckman Institute Attendant
Bowling and Billiards Attendant
Coin Machine Mechanic
Duplicating Assistant Supervisor
Properties Technician
Medical Laboratory Assistant II
Semiconductor Facility Engineering Assistant

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. Protected Activity.

Each employee may make his/her own personal decision with regard 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 of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement and of Policy and Rules.

Section 4. Equal Opportunity.

There will be no discrimination by either Union or Employer against any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, marital status, age, ancestry, sexual orientation, unfavorable discharge from the military, disability order of protection status, ancestry, civil union status, genetic information, sexual orientation, gender identity, status as a protected veteran, or membership or non-membership in or activity on behalf of or in opposition to the Union.

Section 5. Rights of Employer.

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes. Upon written request by the Union, the Employer will discuss those changes which may or may be perceived to substantially alter or materially affect the working conditions of employee representatives, as well as those which may be considered to be inconsistent with the express provisions of this Agreement.

Section 6. Union Activity.

The Union and/or any employee covered by this Agreement will not discuss and/or solicit membership on the University premises with employees of the Employer during working hours.

The Union and/or any employee covered by this Agreement, will not carry on Union activity on the University premises with employees of the Employer during working hours without approval by the Employer.

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.

Bargaining Unit Employees, with prior Employer approval, may wear their I.U.O.E. Local 399 membership button during working hours.

Section 7. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this ARTICLE. The Employer will notify the Union of the name, address, classification, department and date of employment of new appointments and also terminations in the classifications covered by this Contract.

ARTICLE IV
WAGES

Section 1. Wages

Employees who continue to be employed in a bargaining unit position as of the date of effectuation of the Agreement will receive a one and three quarters percent (1.75%) increase in their wages or the amount noted in Appendix A, whichever is greater, retroactive to July 1, 2025.

In each subsequent year of this Agreement, all employees in the bargaining unit shall receive a percentage increase in their wages as of July 1 of that year that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees for that academic year if a campus wage program is announced, or two-percent (2%), or the rate noted in Appendix A, whichever is greater.

Employees who continue to be employed in a bargaining unit position as of the date of effectuation of the Agreement will receive a signing bonus of $200.

Section 2. Method of Establishment of Wages.

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

Section 3. Effective Date of Wages.

Wages established in this Agreement shall become and remain effective as set forth as Appendix "A", attached hereto and a part hereof.

Section 4. Wage Implementation.

Wage increases shall be implemented on the first day of the pay period in which the employee completes the indicated period of employment.

Notwithstanding anything contained herein, increases in the wage and salary benefits awarded and agreed to through this collective agreement shall apply only to and be given only to employees of The Board of Trustees of the University of Illinois who are employed as of the date of the signing of this Agreement and those employees hired thereafter.

Longevity step increases for all covered employees for Contract years beginning July 1, 2006 and thereafter shall be determined in negotiations by the parties to this Agreement and no longevity step increases shall be awarded in the foregoing Contract years unless and until agreement to so award such longevity step increases has been reached between the parties.

Section 5. 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 their classifications for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime may only be performed pursuant to specific supervisory direction.

In the event of a ten (10) hour per day work schedule, the 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 their classifications for time worked in excess of ten (10) hours

per day or forty (40) hours per week. (Deviation from Policy and Rules). Overtime may only be performed pursuant to specific supervisory direction.

When mutually agreeable to the supervisor and to the employee, any eligible employee may, in lieu of receiving overtime pay, receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time may not be accumulated in excess of two times the number of hours in the employee's weekly work schedule or the basic full-time work schedule of the employee's class, whichever is least.

Employees who work mandatory overtime on the seventh consecutive day shall be compensated at two (2) times their regular hourly rate for all hours worked on the seventh consecutive day.

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

c) Distribution of Overtime Opportunities. Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified (as determined by the Employer) to perform the specific overtime work required. The Employer shall not be required to break in on any work in progress or change an employee's shift when assigning overtime. Seniority for the purposes of this Subsection only will mean length of continuous service in the same job classification in the department in question. Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime opportunities. An overtime list will be maintained by the department and posted upon completion of a pay period and prior to the ending of the next pay period. If any employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future overtime work until reasonable balance is recreated.

Section 6. 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 an employee's convenience does not break the continuance of the shift referred to in the preceding sentence.

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

Section 7. Wages ("Lead Worker").

At the sole discretion of the Employer, a bargaining unit employee may be unilaterally appointed by the Employer as "Lead Worker". At the sole discretion of the Employer an employee appointed as "Lead Worker" may be unilaterally reappointed by the Employer to his/her previously held classification. Duties and responsibilities of "Lead Worker" will be determined by the Employer. This section does not create an obligation on the Employer to appoint a "Lead Worker" in any covered classification.

An employee who is appointed as "Lead Worker" shall receive seventy-five cents (75¢) per hour above the contract "over 12 mos." hourly rate for his/her classification.

Section 8. Wages ("Lead Security Guard")

The University, within its sole discretion, may designate any security guard within the bargaining unit as a "lead security guard". Any security guard who is designated by the University to be a "lead security guard" will have an additional one-dollar ($1.00) per hour added to their regular rate of pay for time worked under that designation.

Section 9. Shift Differential

Any employee who works any shift beginning at or after 2:00pm will receive a shift differential of one dollar ($1.00) per hour in addition to their regular rate of pay.

ARTICLE V
BENEFITS

Section 1. Policy.

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

Consistent with current practice and policy, if the Employer believes an employee is misusing sick leave, the Employer may require the employee to submit Acceptable Medical Evidence (AME) to substantiate the use of sick leave.

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 the Act.

Section 2. Absence of an Employee for Five (5) Consecutive Workdays.

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.

ARTICLE VI
WORKING RULES AND CONDITIONS

Section 1. Shift, Workday and Work Week.

a) Except as set forth in (c) of this Section 1, the work shift shall consist of eight (8) consecutive hours of work except as broken by an unpaid lunch period of not less than thirty (30) minutes.

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 full-time work schedule in the workweek shall consist of one (1) eight (8) hour workday during each of five (5) consecutive days and shall not exceed forty (40) hours of work or one (1) ten (10) hour workday during each of four (4) days, as determined by the Employer, and shall not exceed forty (40) hours of work.

d) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four hour periods and begins at 12:01 a.m. on Sunday.

e) Every effort will be made so that an employee will normally work five (5) consecutive days followed by two (2) consecutive days of rest except as changes in this pattern are necessitated by a change of shift. Subject to operating requirements, every effort will be made for employees who regularly are scheduled for four (4) ten (10) hour days to schedule such employees for (4) consecutive days followed by three (3) consecutive days off.

f) When it is determined by the Employer that a work schedule change is operationally necessary, the Employer will endeavor to provide a minimum of forty-eight (48) hours advance notice of such change.

Section 2. Lunch Periods and Rest Periods.

If a scheduled work period begins on or after 12:00 noon or prior to 6:00 a.m., the employee will receive a 30 minute paid lunch.

When a work period results in at least four (4) hours of overtime (as defined in Article IV Section 4) whether continuous or broken by an unpaid period within the same workday, the employee will receive a paid 20 minute lunch period in addition to any paid or unpaid lunch period received during the regular shift.

Every effort will be made to provide two (2) fifteen (15) minute rest periods, one in the first half of the work period and one in the last half of the work period, operations permitting, and in accordance with Policy and Rules.

Section 3. Employee Responsibility and Obligation Toward Work.

The Union agrees that the personnel it represents in this Agreement will obey all orders of those in authority, and will work in every way to the best interests of the Employer.

Section 4. Conditions of Employment.

Except as specifically provided in this Agreement, no change can be made in the conditions of employment established herein except by negotiation with the Union, and then only in accordance with Policy and Rules, Illinois Statutes, and the Rules governing the State Universities Civil Service System of Illinois which are and shall be specifically included as part of this Agreement.

Section 5. Layoffs.

a) A status employee shall receive a written notice at least thirty (30) days in advance of the effective date of layoff when such layoff is to exceed thirty (30) consecutive work days. The effective date of the layoff may be delayed up to fifteen (15) days without the requirement of further notice. In the event of a shorter term layoff-less than thirty (30) consecutive work days, a status employee, whenever possible, shall receive a written notice at least ten (10) working days in advance of the effective date of layoff.

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

Section 6. Clothing.

Employees covered under this Agreement may be required to wear, while working, certain clothing prescribed by the Employer. The Employer shall furnish such clothing as necessary and replace the same as necessitated by normal wear and tear and then only after inspection and approval by the Employer. The Employer shall provide an equal number of clothing items to each employee within the classification. Cleaning and/or laundering of clothing shall be the responsibility of the employee. Employees of the Division of Animal Resources who are required to wear certain shoes and rubber boots to meet the Employer's safety requirements shall receive a $75 clothing allowance once per fiscal year. Other employees who are required to wear specific footwear and Security Guards at Spurlock and the Krannert Art Museum will receive a one-hundred and twenty-five ($125) shoe allowance once per fiscal year.

If safety glasses are required for the performance of the Employee's duties, the University shall provide standard safety glasses at no cost to the Employee. Employees who require prescription safety glasses will receive an allowance of up to one hundred and fifty dollars ($150) per fiscal year toward prescription safety glasses. The employee must provide a valid prescription.

Section 7. Temporary Upgrading - Procedure and Payment.

All temporary upgrading shall be done in accordance with Rule 250.100(b) of the State Universities Civil Service System Statute and Rules. Employees of the Printing Services Division will be eligible to receive a temporary upgrade if they work three (3) or more hours per shift in a higher rated classification. Such employees will be paid the "0-12" month rate for the higher classification.

Section 8. Supplemental Staffing.

The Employer will continue to use extra help employees and student employees pursuant to Chapter VI, Section 250.70(f) and (g) of the State Universities Civil Service System Statute and Rules.

Section 9. Fitness for Duty.

When the Employer has reason to suspect that an employee is not fit for duty, they can request a fitness for duty evaluation. If the employee is deemed unfit for duty by the evaluator 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.

ARTICLE VII
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 is discovered, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources. In cases of such outside investigations, the thirty (30) days will begin when Illinois Human Resources becomes aware of the results of investigations.

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

Section 2. PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be amended from time to time. The Employer shall provide copies to the Union of their guidelines and other materials, which are provided to the management for the purpose of proper implementation of the PPP.

Section 3. Manner of Issuing Corrective Action

Corrective Action will be issued in a private manner so as not to cause unnecessary embarrassment to the employee.

Section 4. Pre-disciplinary Meeting and Notification

When the employer is contemplating formal corrective action, a pre-disciplinary meeting will be held. The employer will provide at least three (3) working days written notice to the employee prior to said meeting, except in cases of emergency, which the employer alone may define. Said notice shall contain date, time and location of meeting, specific reason, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative shall be given the opportunity to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Notification of Corrective Action

In the event a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, the employer shall promptly furnish the Union through its designated representative (unless requested not to do so in writing), and the employee with written notice of such corrective action and the reasons therefore.

Section 6. Historical Information

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

a. Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period
b. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period

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

Section 7. Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.

ARTICLE 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.

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

c) All grievances are controlled by the provisions of paragraph "b" of this Section 1, except the grievances relative to discharge and demotion are controlled by the provisions of State Universities Civil Service - Statute and Rules.

Section 2. Time Limits to File.

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

Section 3. Procedure.

a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union 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 Department within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.

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

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

e) The Campus Chancellor, or his/her designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his/her designee, shall issue the Campus Decision on the grievance, in writing, within ten (10) calendar days after receipt of the appeal if no hearing is conducted, or within fourteen (14) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his/her designee.

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

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

Section 4. Arbitration.

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

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

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

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

e) Grievances relative to Discharge, Demotion, Position Classification, Discrimination and State Universities Civil Service System Statute and Rules are not subject to Arbitration.

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

ARTICLE IX
SENIORITY

Section 1. Service and Seniority.

Service and seniority are governed by rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of Policy and Rules.

Section 2. Rosters.

The Employer will provide copies of rosters to the Union by class, and by lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

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. No Lockout.

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

ARTICLE XI
DUES DEDUCTION

Section 1. Dues Deduction.

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

Section 2.

The Union shall defend and hold the University harmless and shall provide counsel at the Union's expense to represent the University against any claim, demand, suit, or liability arising from any action taken by the University in complying with this ARTICLE or in reliance on written direction forwarded to the University pursuant to this ARTICLE.

ARTICLE XII
CONFORMITY TO LAW - SAVINGS CLAUSE

If any provisions of this Agreement or the enforcement of performance of such provision is or shall at any time be contrary to Federal law or State law or Rules and Regulations thereof, then such provisions shall not be applicable or enforced or performed except to the extent permitted by such laws. The parties shall thereupon negotiate a substitute provision.

If any provision of this Agreement or its application to covered employees is held contrary to law, the remainder of this Agreement shall not be affected thereby. If at any time thereafter such provision or its application shall not longer conflict with the law it shall be deemed restored in full force and effect.

ARTICLE XIII
PARKING

Bargaining unit employees who choose to purchase parking will pay 0.98 % (point nine-eight percent) of their respective annual base wage (all part-time employees who choose to purchase parking will continue to pay the applicable full-time rate). Effective July 1, 2026, the rate shall be increased to (1.0%). Effective July 1, 2027, the rate shall be increased to 1.02%.

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

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., July 1, 2025 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, June 30, 2028. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least one hundred and twenty (120) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than forty-five (45) days thereafter 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 the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above shall commence negotiations by submitting a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 14th day of November, 2025.

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

Patrick J. Kelly, President
President-Business Manager

James Gleich
Business Representative

BY:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

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

APPROVED:

Jami Painter, Associate Vice President and Chief Human Resources Officer

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

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnepper 11/13/2025
Legal Counsel Date

APPENDIX "A"

TO THE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES

OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 399,

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
SERVICE/MAINTENANCE BARGAINING UNIT

Classification		Hourly Rate		
		7/1/25	7/1/26	7/1/27
Assembly Hall Attendant -	0-12 mos.	$23.01	$23.47	$23.94
Krannert Center	over 12 mos.	$26.14	$26.99	$27.60
Building Operating Engineer	0-12 mos.	$28.63	$29.21	$29.79
	over 12 mos.	$31.57	$32.20	$32.85
Chief Bldg. Op. Eng.	0-12 mos.	$37.90	$38.66	$39.43
Coin Machine Attendant	0-12 mos.	$18.64	$19.01	$19.39
	over 12 mos.	$19.34	$19.73	$20.12
Security Officer	0-12 mos.	$24.29	$24.77	$25.27
	12-24mos.	$25.37	$25.87	$26.39
	24-48 mos.	$26.44	$26.97	$27.51
	over 48 mos.	$28.06	$28.62	$29.20
Copy Center Operator I	0-12 mos.	$15.00	$15.30	$15.61
	over 12 mos.	$15.52	$15.83	$16.15
Copy Center Operator II	0-12 mos.	$16.36	$16.69	$17.02
	over 12 mos.	$17.51	$17.86	$18.22
Copy Center Operator III	0-12 mos.	$19.01	$19.39	$19.77
	over 12 mos.	$19.81	$20.21	$20.61
Copy Center Operator IV	0-12 mos.	$22.47	$22.92	$23.37
	over 12 mos.	$23.35	$23.82	$24.30

After 24 mos. as Copy Center Operator I, such employees will be promoted to Copy Center Operator II.

Equipment Service Worker	0-12 mos.	$16.48	$16.81	$17.15
	over 12 mos.	$17.75	$18.10	$18.46
Laboratory Helper	0-12 mos.	$15.75	$16.07	$16.39
	12-24mos.	$16.73	$17.06	$17.41
	24-48 mos.	$18.41	$18.78	$19.15
	over 36 mos.	$20.16	$20.56	$20.97
Parking Meter Mechanic I	0-12 mos.	$19.54	$19.93	$20.33
	over 12 mos.	$20.31	$20.72	$21.13
Parking Meter Mechanic II	0-12 mos.	$22.95	$23.41	$23.88
	over 12 mos.	$23.82	$24.30	$24.78
Research Facilities Attendant	0-12 mos.	$23.01	$23.47	$23.94
	over 12 mos.	$26.14	$26.99	$27.60
Security Guard	0-12 mos.	$17.75	$18.11	$18.47
	12-24mos.	$19.50	$19.89	$20.29
	24-48 mos.	$21.40	$21.83	$22.26
	48-120 mos.	$22.53	$22.98	$23.44
	over 120 mos	$24.10	$24.58	$25.07
Security Guard -	0-12 mos.	$17.75	$18.11	$18.47
	12-24mos.	$19.50	$19.89	$20.29
	24-48 mos.	$21.40	$21.83	$22.26
	48-120 mos.	$22.53	$22.98	$23.44
	over 120 mos	$24.10	$24.58	$25.07
Sports Equipment	0-12 mos.	$24.21	$24.69	$25.18
Supervisor	over 12 mos.	$24.84	$25.33	$25.84