

A G R E E M E N T

by and between

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

**LOCAL 726, STATE AND MUNICIPAL TEAMSTERS, CHAUFFEURS AND
HELPERS UNION, I.B. OF T.**

Effective from January 1, 2006 through December 31, 2008

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 726, State and Municipal Teamsters, Chauffeurs and Helpers Union, I.B. of T. (hereinafter referred to as Union) in 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 Section 36d of the Illinois Statute creating State Universities Civil Service System (110 ILCS 70/36d) and 115 ILCS 5/1 et seq. (Illinois Educational Labor Relations Act).

Section 2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train its representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research and public service function of the University.

ARTICLE II

LIMITATIONS

Section 1. Limitations.

- a) This Agreement is subject to: (1) applicable Federal and State laws (and regulations issued thereunder) as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they maybe 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) 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 and employed by the Employer at the University of Illinois at Chicago:

Automotive Foreman	* Garage Attendant
Automotive Mechanic	Garage Foreman
* Automotive Mechanic Helper	Garage Sub-Foreman
Automotive Sub-Foreman	Grounds Foreman
Automotive Parts Manager	Grounds Gardener
Central Receiving Station Dispatcher	Grounds Worker
Driver	Maintenance Laborer
Driver Helper	Shipping/Receiving Clerk

* (change in title only to Automotive Technician Assistant effective June 1, 2005 - identified by functional titles in wage appendix)

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 State Universities Civil Service System.

Section 2. New Classes Recognition.

The Employer agrees that if any new civil service class designations should be established for the same work presently being performed by 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 the Union or the Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, marital status, disability, or status as disabled veteran or veteran of the Vietnam era.

Section 4. Right 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 provision of this Agreement. The Employer recognizes the interests of Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes.

Section 5. Protected Activity.

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

Section 6. Union Activity.

- a) Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this Agreement. The Union will advise the Employer in writing of all stewards and alternates who have been designated by the Union. Stewards or alternates shall be permitted reasonable time to investigate and process grievances during normal hours without loss of pay. Stewards shall notify their immediate supervisor in advance of their intention to investigate or otherwise process a grievance, but must obtain the supervisor's advance permission to do so, which shall not unreasonably be withheld.

- b) Upon approval by the Employer's Labor Relations Office, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof.

Notices and bulletins permitted to be posted are:

1. Notices of Union meetings;
2. Notices of Union elections;
3. Notices of Union appointments and results of Union elections,

and any others which the Employer may approve from time to time. The number of copies which the Union wishes to have posted, plus one, will be filed with the Employer's Labor Relations Office.

Section 7. Notification of Recognition.

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 employees described in this ARTICLE III, and shall further notify the Union Steward of all new hires and/or status appointments to classes represented. The Employer will notify the Secretary-Treasurer of the Union of all new hires on a monthly basis.

ARTICLE IV DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card of 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 bi-monthly (twice each month) to 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. Fair Share.

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

Union with thirty (30) days written notice to the Employer or by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of the ARTICLE.

Section 3.

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

Section 4.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.

Section 5.

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; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction; provided however, the Union shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal actions regarding this ARTICLE.

Section 6.

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

Section 7.

In the event that all or any part of the I.E.L.R.B. Rules referred to in Section 3 of this ARTICLE lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this Contract and the parties shall then commence to negotiate substitute appropriate Fair Share provision(s) to this ARTICLE. Unless otherwise prohibited by law, the Employer shall continue Fair Share payroll deductions during the negotiation process.

**ARTICLE V
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been, and shall in the next subsequent Agreement be, established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed.

Section 2. Effective Date of Wages.

- a) Wages established in this Agreement shall become and remain effective as specified in Appendix "A" and attached hereto and a part hereof, except as otherwise provided herein.
- b) For the final year of this Agreement from January 1, 2008 through December 31, 2008 it is hereby agreed to by both parties that wages will be adjusted by the percentage increase determined by the Provost at UIC to be the general wage increase for Civil Service employees.
- c) Employees who left the bargaining unit after the expiration date of December 31, 2005 and prior to the date of the signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submits a written request to the Facilities Management Human Resource Department for such wage increase within sixty calendar days of the signing of this Agreement.
- d) Appendix "A" shall reflect the percentage for employees who are newly hired into the classifications of Ground Worker, Grounds Gardner, Maintenance Laborer and Grounds Foreman.

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 work days in a work week 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 (1 1/2) 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.
- b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- c) The Employer's policy and practice is to offer opportunity to do overtime work as equally as practicable among all qualified workers in the job classification and department where said work becomes necessary. Overtime work will be offered on rotating basis to all qualified employees in the classification with the names of those accepting work or refusing same to be charged equally. The list for each job classification will be reviewed and adjusted based on actual overtime worked and refused on a periodic basis. If the voluntary method does not produce sufficient workers to cover the Employer's requirements, the Employer will then mandatorily assign such overtime work by reverse seniority.

Section 5. Wages (Premium Paid for Work During Scheduled Days Off)

- a) Work performed during an employee's first scheduled day off in a work week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate (as defined by Federal law). This premium shall also be paid for the first day of a shift change during a work week already in progress. (Deviation from Policy and Rules).
- b) Work performed during an employee's second scheduled day off in a work week shall be paid at the rate of two (2) times the employee's regular hourly rate (as defined by Federal law). (Deviation from Policy and Rules).

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, including an official assignment of work during a day off. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid 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 in the call-back, and performs the 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.

Section 7. Wages (Method of Payment)

Wages specified herein shall be paid by cash or check, not by compensatory time off. (Deviation from Policy and Rules).

Section 8. Wages (New Employees).

New employees in the class of Drivers who do not possess a class "A" CDL with airbrake and passenger endorsements are classed as trainees and will receive ninety percent (90%) of the appropriate rate for the first six (6) months of employment.

ARTICLE VI 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. Vacations.

Consistent with the Employer's operating requirements, accrued vacations may be scheduled and granted at any time during the calendar year. Employee preference as to time of vacation will be governed by seniority. All requests for vacation will be answered within seven (7) calendar days of submission and will indicate whether the request has been approved or denied, and if denied the reason for the denial.

Section 3. Sick Leave Payment Regulations.

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following conditions of eligibility must be satisfied.

- a) The employee must have sick leave accrued in his/her favor;
- b) At the beginning of each period of sickness, the employee shall notify, or cause to be notified, his/her supervisor or that person's designated representative if his/her

designated supervisor is not available, at least one (1) hour before his/her scheduled time to start work that he/she will be absent due to sickness or injury except when excused from this requirement by his/her designated supervisor, and

- c) The Employer reserves the right to require evidence of sickness after three (3) consecutive days or if the supervisor has sufficient justification to believe that the employee does not have a valid reason for requesting sick leave.

ARTICLE VII PARKING

During the term of this Agreement, the university reserves the right to change from time to time the fees charged to bargaining unit employees and the terms for parking assignments and availability for the use of University parking lots and/or structures.

ARTICLE VIII LABOR/MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of harmonious employee relations, it is desirable that meetings be held between representatives of the Union and representatives of management; such meetings to be referred to as "Labor Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, may be considered. However, such meetings shall be exclusive of the Grievance Procedure provided in Article X and formal grievances shall not be considered at such meetings. Either the Union or the Employer may request a Labor-Management Conference which will occur at a mutually agreed upon time after said request. Any such Labor-Management Conference will be scheduled by the Campus Labor Relations Section and the Union. A Labor Relations Specialist or Personnel Officer will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda. The number of paid and non-paid employee participants in the conference will be mutually agreed upon in advance. Attendance by employees at such conferences during the employee's regular scheduled working hours shall be without loss of pay. Employees must receive advance approval to participate in and/or attend such conference. Such meetings will be not be conducted more frequently than quarterly.

**ARTICLE IX
WORKING RULES AND CONDITIONS**

Section 1. Shift, Work Day and Work Week.

- a) The shift shall consist of eight (8) consecutive hours, interrupted by an unpaid lunch period, of work including where necessary, ten (10) minutes wash-up time immediately prior to quitting time and after equipment is put away. This wash-up time may not, in any case, be used as a device for shortening the scheduled work shift.
- b) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The work week is a fixed and regularly recurring period of 168 hours -seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m., Monday. The full time work schedule in the work week shall normally consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work.
- d) Tardiness is defined as punching in after the scheduled start of an assigned work shift. Tardiness will be penalized by a deduction of time from the employee's standard work shift as follows:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 6 minutes	.1 of an hour
7 to 12 minutes	.2 of an hour
13 to 18 minutes	.3 of an hour
19 to 24 minutes	.4 of an hour
Etc.	Etc.

Occasional tardiness due to factors beyond the employee's control and for reasons which are acceptable to his/her supervisor will be considered an excused absence without pay for personal convenience. In such a case, the employee may elect to charge Vacation/Personal Leave so as not to suffer a reduction in pay.

Frequent tardiness (i.e. more than five (5) within a three (3) consecutive month period including any for which personal leave time has been approved) will be subject to disciplinary action.

Section 2. Shift Schedule.

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.

- b) Since the needs of Employer's operations require variations in staffing levels, and scheduled hours or shifts, the latter's starting and endings will conform to those requirements.

Section 3. Continuous Operations.

When, in the future, the Employer's operations reach a point requiring continuous operations to be serviced by the employees covered herein, the parties agree that a continuous operations work schedule will be established by the Employer.

Section 4. Vehicle Operation Not Limited.

Drivers may be required to operate all types of motorized vehicles which the Employer uses without any pay differential for such work.

Section 5. Vehicle Lading and Load Security.

Drivers, together with assigned Driver Helpers, shall load and unload the vehicles they operate, effecting delivery of loads to designated points; the Driver always being responsible for loading of the vehicle, security and safekeeping of the load enroute, and unloading of the vehicle until the aforementioned delivery has been effected by them. The loading or unloading of all vehicles by University personnel will be done by employees classified as Driver and/or Driver Helper.

Section 6. Vehicle Cleanliness.

Drivers shall, at all times, maintain the vehicles they operate in satisfactorily clean and sanitary condition.

Section 7. Trip Service and Off the Road Work.

Notwithstanding anything contained herein, employees in the classification of Driver and assigned to drive a bus shall be paid for hours actually worked as follows:

- 1) Said drivers shall be compensated at the straight time hourly rate for all hours or portions thereof when said drivers are actually engaged in the task of driving a bus, whether to and from events or for some other purpose at the specific direction of the Employer.
- 2) Said drivers shall not be compensated for waiting time.
- 3) In no event shall any of said drivers be compensated for less than eight (8) hours in one day unless any driver refuses to perform a task assigned to him/her by the Employer.

- 4) In the event any said driver engages in any task at the direction of the Employer in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, he/she shall be compensated at the applicable premium or overtime rates; but under no circumstances will waiting time be added to time actually engaged in the task of driving a bus to reach either eight (8) hours in one (1) day or forty (40) hours in one (1) week. This practice shall apply only to the classification of Driver of those classes represented by this Agreement, except that these rules shall not apply to drivers driving shuttle bus runs. Expenses incurred by Drivers, while on such assignment, will be paid by the Employer in accord with the procedure delineated in its Business Office Policy and Procedures Manual.

- b) Drivers not required for over-the-road work will work in the garage upon assigned tasks, assist groundsmen with ancillary tasks involving vehicle mounted equipment, or dispatch vehicles.

Section 8. Shift Bid by Seniority.

The employer will post the work schedule of both vacated and newly created Driver, Grounds Worker, Maintenance Laborer, Automotive Technician and Automotive Technician Assistant classified positions. A maximum of two (2) work schedules will be posted as a result of a vacated or newly created Driver, Grounds Worker, or

Maintenance Laborer classified position. Openings to be filled will be made from bidders fulfilling the following requirements in the order listed:

- (a) Needs of the service,
- (b) Qualifications of the bidder and physical capabilities of the bidder to perform in the essential job function of the position as determined by the Employer, and
- (c) Seniority in classification.

If two (2) or more bidders equally fulfill the first two (2) requirements, in the opinion of the Employer, selection of the incumbent will be by seniority.

A successful bidder selected as an incumbent must remain in that position he/she bid for at least six (6) months unless excused from this requirement by the Employer.

Section 9. In Service Training.

The Employer agrees to institute an informal training program for the classification of drivers so that each driver may be familiar with the operation of all automotive equipment used in Motor Pool operations. The Employer also agrees to institute an informal training program for the classification of Grounds Worker and Maintenance Laborer so that such employees are trained to use all equipment used by Grounds Workers.

Section 10. Snow Removal.

The Employer recognizes the interest of the Union and its members in the Employer's snow removal program and in recognition of this interest agrees to meet with the Union for discussion and familiarization of the program before implementation.

Section 11. Work Clothing and Equipment.

- a) The Employer will provide employees classified as Garage Foreman, Automotive Mechanic, and Garage Attendant coveralls, or similar uniform work clothing, and laundering of such clothing at no cost to the employees.
- b) When it is necessary to wear special protective wearing apparel, for safety and the protection of the employees' health, the Employer will provide such clothing to its employees covered by this Agreement, at no cost to the employees.
- c) Employees are responsible for all tools, equipment and work clothes issued to them. Replacement of these items in excess of normal department issuance policy will be at the employee's expense.

Section 12. Identification Badges.

Employees covered in this Agreement may be required, while working or otherwise being upon the Employer's premises, to wear in the manner prescribed by the Employer appropriate identification badges provided by the Employer at no cost to the employees.

Section 13. Employees' Terminations of Employment.

Unless excused from this requirement by the Employer, or termination of employment is occasioned by circumstances beyond the employees' control, the latter will give the former ten (10) days' notice before terminating their employment.

Section 14. Layoffs.

- a) Insofar as possible the Employer will give at least thirty (30) calendar days' notice to the employee prior to the effective date of any layoff of that employee. If such notice is not to be given the Employer shall be obligated to notify the Union of its intentions and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed 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 15. Jurisdiction.

- a) The Employer agrees to respect the historical and traditional jurisdiction of the Union and shall not direct or require its employees not in the bargaining unit to perform work which is recognized as the work of the employees of the bargaining unit. This is not to interfere with bona fide contracts with bona fide unions or outside contractors.
- b) The Physical Education Department will be granted the right to drive the special buses (to be purchased by Physical Education Dept.) with members of the coaching staff for thirty (30) trips per vehicle per year. At all other times the buses will be driven by employees of the Physical Plant Department.

Section 16. Student Employment.

Student employees may be utilized at the University student rate of pay. Such student employees will be limited to: Student Driver, Student Driver Helper, Student Garage Attendant and Student Maintenance Laborer. Such student employees will not displace or replace status employees working in the same classifications and no status employee will be laid off while a student employee works in the same classification. Student Driver employees will not operate any vehicle with a gross weight of eleven thousand pounds (11,000#) or more. The Employer will add at least one (1) F.T.E. status employee to the bargaining unit for each three (3) F.T.E. student employees utilized.

Section 17. Temporary Upgrades.

All temporary upgrades will be handled as set forth in Chapter VI, Section 250.100(b) of the State Universities Civil Service System Statute and Rules.

Section 18. Maintenance Labor Employees.

Duties and responsibilities of Maintenance Labor Employees include:

- a. Cultivate and care for shrubbery, trees, flowers and lawns.
- b. Transplant and remove trees.
- c. Build and remove fences.
- d. Shovel snow and ice from sidewalks and other areas as directed.
- e. Operate Cushman or similar 3 or 4 wheel vehicles.
- f. Assist in construction (not in excess of 50% of employment time).
- g. Perform related duties as assigned.

Section 19. Work Rules.

All proposed additions, deletions or changes to work rules which are mandatory subjects of bargaining shall be negotiated between the Employer and the Union. Such changes will be posted at each job site at least ten (10) days prior to implementation.

ARTICLE X DISCIPLINE

Section 1. Employee Discipline.

The Employer shall not discipline or discharge any status employee without just cause. The Employer further agrees that disciplinary action shall be taken in a timely fashion as determined by the Employer.

Section 2. Corrective Discipline.

The Employer agrees with the tenets of progressive and corrective discipline.

Section 3. Investigatory Interview.

If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative or steward at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

Section 4. Letters of Notification

Letters of notification will, except in extraordinary circumstances, be used by the Department to inform an employee of an investigation or charges which may result in discipline.

ARTICLE XI 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.
- b) Grievance 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 are controlled by the provisions of paragraph "b" of this Section 1, except that grievances relative to discharge and demotion are controlled by the provisions of Section 4(f) of this Article.

Section 2. Time Limits to File.

If an employee is unable to resolve a grievance by discussion with his/her immediate supervisor and the employee wishes to pursue the grievance, then the grievance must be filed in

writing with the supervisor within twenty (20) calendar days following the date the grievance is alleged to have occurred, or within twenty (20) calendar days after the employee should reasonably have known of the occurrence leading to the grievance. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

Section 3. Procedure.

- a) The grievance shall be filed in writing with the employee's immediate supervisor and signed by the grievant and/or a representative of the Union.
- b) The employee's immediate supervisor will review the grievance and provide a written response to the grievant or Union representative within two (2) workdays after its receipt. If the written response denies the grievance, the supervisor will add a statement to that effect to the written grievance and forward the grievance to the Executive Director Facilities Management and Capital Programs within said two (2) workdays after its receipt.
- c) The Executive Director Facilities Management and Capital Programs 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 Executive Director Facilities Management and Capital Programs, it shall do so in writing within seven (7) calendar days after the Executive Director Facilities Management and Capital Programs' decision is received or due. The appeal shall be directed to the Campus Chancellor, or his designee.
- e) The Campus Chancellor, or his designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) calendar days after receipt of the appeal if no hearing is conducted, or within fourteen (14) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his designee.
- f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his designee, it shall do so, in writing, within seven (7) calendar days after the Campus decision is received or due. The appeal shall be directed to the Director of Human Relations and Equal Opportunity in the Office of the President of the University.
- g) The Director of Human Relations and Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director's discretion) conducting a hearing to determine all relevant facts. All parties to the grievance will be given an opportunity to be present at any such hearing to present arguments and evidence to support their position. If a hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a written decision on the grievance within fourteen

(14) calendar days from the date of the close of the hearing. If no hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a decision within ten (10) calendar days from receipt of the appeal.

- h) If the Union, in its sole discretion, wishes to appeal from the decision of the Director of Human Relations and Equal Opportunity, or his/her designee, it shall request mandatory arbitration, in writing, within seven (7) calendar days from date of receipt of the decision. The written request shall be directed to the Associate Vice President for Administration and Human Resources.
- i) If the Employer fails to respond to the grievance within the time limits set forth in this ARTICLE, the grievance may be appealed to the next step unless said time limits are extended by mutual agreement.

Section 4. Arbitration.

- a) When the Associate Vice President for Administration and Human Resources receives a written request for arbitration, then a joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The arbitrator will be selected from this panel within fifteen (15) calendar days provided either party may reject one (1) such panel prior to striking in which event a request will be made for a second (2nd) panel. The Employer and the Union shall alternately strike six (6) of the seven (7) names. The remaining name shall serve as arbitrator.
- b) If the arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) Cost of Arbitration, including the fee of the arbitrator, shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration hearing.
- d) The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employee.
- e) Grievances relative to position classification and discrimination are not subject to arbitration. In addition, employees who are dismissed during a probationary period shall not be afforded the use of this grievance procedure.
- f) Appeals from proposed demotion or discharge actions may be initiated by filing a "request for hearing" with the State Universities Civil Service Merit Board in accordance with the State Universities Civil Service System Statute and Rules, within fifteen (15) calendar days of service of written charge(s) for demotion or discharge on the employee, or by requesting binding

arbitration within fifteen (15) calendar days of the service of written charges for discharge/demotion on the employee. The written request for arbitration shall be directed to the Associate Vice President for Administration and Human Resources. If arbitration is requested all provisions of a), b), c) & d) of this Section 4 will be applicable. The Employer will notify the employee of these two (2) options at the time written charges are served. Employer will serve a copy of such written charges for discharge/demotion on the Union at the same time the employee is served.

If the employee elects to follow the procedures outlined in the Rules and Regulations of the State Universities Civil Service System, the filing of such an appeal with the State Universities Civil Service System Merit Board shall constitute the employee's election to have the Merit Board review his/her appeal rather than binding arbitration under the grievance procedure. If such election is made after the Union has filed a request for arbitration, then any such grievance shall be considered to be withdrawn and the grievance-arbitration appeal process will be terminated. The Union may, if it chooses, participate as the employee's representative in either the Merit Board hearing or the grievance arbitration proceeding, provided that the decision to request arbitration is solely at the discretion of the Union. (This ARTICLE represents a deviation from Policy and Rules.)

ARTICLE XII SENIORITY

Section 1. Service and Seniority.

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

Section 2. Rosters.

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

ARTICLE XIII NO STRIKES

Section 1.

For the duration of this Agreement neither the Union nor any employee covered herein shall, individually or by concerted action, honor any picket line or instigate, promote, cause, participate in, organize, encourage, recognize, or authorize any strikes, picketing, work stoppage, slow down of any type or for any reason, secondary boycott, or any other form of curtailment, restriction or interference of any kind with University operations, regardless of the sponsor or organizer thereof, having the effect, either directly or indirectly, of interfering with, restricting, disrupting, or

curtailing the orderly operation and functioning of the Employer, at any site of the University of Illinois.

Section 2.

- a) The Union agrees to take all reasonable steps to assure that no employees covered hereby engage in any of the actions prohibited by Section 1 hereof. Such steps shall include but shall not be limited to posting notices in conspicuous places where employees covered hereby are most likely to see them. Such notices shall express the categorical disapproval of the Union as to such prohibited act or acts and shall further direct and require all employees to cease and desist therefrom.
- b) In the event that any employee covered hereby engages in such prohibited act or acts, the Union shall utilize its best efforts to cause the employee to cease and desist from such prohibited act or acts, provided that nothing contained herein shall be construed as prohibiting the Employer from taking such disciplinary action, including dismissal or discharge, against any employee, as may be appropriate on account of such prohibited act or acts.

**ARTICLE XIV
SAVINGS CLAUSE**

Should any provision of this Agreement be ruled illegal or invalid by Statute or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for its duration.

ARTICLE XV
PERIOD COVERED, COMMENCEMENT OF
NEGOTIATIONS AND WAGE REOPENERS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., January 1, 2006 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), December 31, 2008. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) 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. 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 said notice may propose additional changes in the Agreement in writing.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on
this _____ day of _____ 2007.

LOCAL 726, STATE AND MUNICIPAL
TEAMSTERS, CHAUFFEURS AND
HELPERS UNION, I.B. OF T.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

John Falzone, President

BY: _____
Comptroller

Michael Melone
Business Representative

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President for Planning
and Budget

Vice Chancellor for Administrative
Services

Vice Chancellor for
Human Resources

Chief Negotiator

APPROVED AS TO LEGAL FORM:

University Counsel (date)

**APPENDIX "A" TO THE AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND LOCAL #726, STATE AND MUNICIPAL TEAMSTERS,
CHAUFFEURS AND HELPERS UNION, I.B. OF T.**

<u>Class</u>	<u>Per Hour</u>	
	<u>01-01-2006</u>	<u>01-01-2007</u>
Automotive Foreman	\$29.02	29.89
Automotive Mechanic	28.53	29.39
Automotive Technician Assistant (Helper)	25.16	25.91
Automotive Sub-Foreman	27.91	28.75
Automotive Parts Manager	18.13	18.67
Central Receiving Station Dispatcher	19.31	19.89
Driver	26.82	27.62
Driver Helper	25.35	26.11
Campus Transportation Operator	19.87	20.47
Automotive Technician Assistant (Attendant)	16.13	16.61
Garage Foreman	30.67	31.59
Garage Sub-Foreman	29.59	30.48
Grounds Foreman	26.23	27.02
Grounds Gardener	24.56	25.30
Grounds Worker	23.23	23.93
Maintenance Laborer	14.01	14.43
Shipping/Receiving Clerk	13.69	14.10

Employees hired as Driver or Driver Helper after January 1, 1986 will receive the following percentages of the Driver hourly rate and Driver Helper hourly rate during the first two (2) full years of employment.

1st 6 mos.	60%
2nd 6 mos.	70%
3rd 6 mos.	80%
4th 6 mos.	90%
over 24 mos.	100%

Status bargaining unit employees who are promoted to Driver Helper or Driver will be placed on the nearest percentage hourly rate step (above) for the classification which represents an increase in their hourly rate of pay. Such employees will progress to the next highest percentage step based upon the total amount of time required for placement on such next highest percentage step.

New first time employees hired into a status position after the signing of this Agreement in a classification listed below will be placed at 80% of the hourly rate for the class for one (1) year. After one year in the classification the employee will be placed at 90% of the rate for the class. On the employees third year he/she will be placed on the regular contract rate of pay specified for the classification.

The classes impacted by the aforementioned are:

- Grounds Workers
- Grounds Gardner
- Maintenance Labor
- Grounds Foreman