

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

and

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 31, LOCAL 805

August 27, 2006 – August 22, 2009

Springfield, Illinois

TABLE OF CONTENTS

ARTICLE I RECOGNITION	1
Section 1. Recognition	1
Section 2. Purpose	1
Section 3. Bargaining Unit Work	1
Section 4. New Classifications	2
Section 5. Deletion of Classification	2
Section 6. Jurisdictional Disputes.....	2
 ARTICLE II LIMITATIONS	 3
Section 1. Limitations	3
 ARTICLE III MANAGEMENT RIGHTS	 3
 ARTICLE IV UNION RIGHTS	 4
Section 1. Access to the Facilities of the Employer	4
Section 2. Time Off/Compensation for Union Activities.....	4
Section 3. Bulletin Boards	4
Section 4. Time Off for State or National Conventions	4
 ARTICLE V EMPLOYER-UNION RESPONSIBILITIES.....	 5
Section 1. Prohibition of Discrimination.....	5
Section 2. Union Activity	5
Section 3. Union Responsibilities/Meeting Space.....	5
 ARTICLE VI LABOR-MANAGEMENT MEETINGS	 5
Section 1. Representation/Frequency of Meetings/Subjects of Discussion.....	5
Section 2. Agenda/Scheduling/Compensation.....	5
Section 3. Exclusion of Grievances.....	6
 ARTICLE VII PROPORTIONATE SHARE AND DUES DEDUCTION.....	 6
 ARTICLE VIII HOURS OF WORK - OVERTIME	 7
Section 1. Workday/Workweek	7
Section 2. Lunch Periods	7
Section 3. Rest Periods	7
Section 4. Overtime.....	7
Section 5. Compensatory Time	7
Section 6. Schedule Changes.....	8
Section 7. Additional Meal Period/Meal Allowance.....	8
Section 8. Emergency Closing	8
Section 9. Call Back Pay.....	9

Section 10. Temporary Work Schedules.....	9
Section 11. Distribution of Overtime	9
Section 12. Overtime Compensation for Employer Directed Activities	9
ARTICLE IX OVERTIME DISTRIBUTION	9
Section 1. Assignment of Overtime	9
Section 2. Zeroing of Overtime.	10
Section 3. Addition of Names to Overtime List	10
Section 4. Bypassing Employees for Overtime	10
Section 5. Credits Against Overtime List	10
Section 6. Overtime Equalization Carryover	10
Section 7. Restoral to List After Leave	10
Section 8. Removal of Names From Overtime List	11
ARTICLE X HOLIDAYS.....	11
Section 1. Holidays	11
Section 2. Holiday Observances.....	11
Section 3. Pay for Work on a Holiday or Economic Closing.....	12
Section 4. Holidays During Vacation or Sick Leave.....	12
Section 5. Holidays Considered for Overtime Earning	12
ARTICLE XI VACATION LEAVE	12
Section 1. Vacation Earning	12
Section 2. Vacation Accumulation.....	12
Section 3. Payment for Vacation	13
ARTICLE XII SICK LEAVE	13
Section 1. Earning Rates.....	13
Section 2. Utilization of Sick Leave.....	13
Section 3. Evidence of Illness.....	14
Section 4. University of Illinois at Springfield (UIS) Shared Benefits Program (SBP)	14
ARTICLE XIII LEAVES AND OTHER ABSENCES	14
Section 1. University Service Time	14
Section 2. Military Leave	14
Section 3. Jury Duty.....	14
Section 4. Religious Observances	15
Section 5. Educational Leave	15
Section 6. Pregnancy Leave/Non Occupational Disability	15
Section 7. Parental Leave.....	16
Section 8. Funeral Leave	17
Section 9. Personal Leave.....	18
Section 10. Disability Leave.....	18
Section 11. Unscheduled Absence From Work	18
Section 12. Family and Medical Leave	18

ARTICLE XIV SENIORITY - JOB BIDDING.....	19
Section 1. Definition	19
Section 2. Application of Seniority	19
Section 3. Job Bidding	19
Section 4. Voluntary Seasonal Layoff - Groundswoker	19
ARTICLE XV DISCIPLINE.....	19
Section 1. Definition	19
Section 2. Disciplinary Measures	19
Section 3. Oral Warnings.....	20
Section 4. Notification and Measure of Disciplinary Action	20
Section 5. Disciplinary History	20
Section 6. Appeals of Disciplinary Measures	20
ARTICLE XVI GRIEVANCE PROCEDURES.....	21
Section 1. Definition	21
Section 2. Adherence to Grievance Procedure	21
Section 3. Union Representation	21
Section 4. Employer Response/Extension of Time Limits.....	21
Section 5. Procedures for Handling Grievances	21
A. Step 1	21
B. Step 2	21
C. Step 3	22
D. Step 4.....	22
E. Step 5.....	22
1. Selection of Arbitrator	22
2. Scope of Arbitration/Authority of Arbitrator.....	22
ARTICLE XVII ARBITRATION OF DISCHARGE PROVISIONS.....	23
ARTICLE XVIII NO STRIKE - NO LOCKOUT	24
Section 1. No Strike	24
Section 2. No Lockout	24
ARTICLE XIX SAFETY	24
Section 1. Safety Clothes	24
Section 2. Protective Clothing	24
Section 3. University Identification.....	25
ARTICLE XX WAGES	25
Section 1. Hourly Rates	25
Section 2. Hourly Rates Years Two (2) and Three (3).....	25
Section 3. Wage Differential for Heavy Moving.....	25
Section 4. Assignment to Other Duties	26
Section 5. Assignment to Higher Classification	26
Section 6. Performance of Maintenance Equipment Operator Work	26

Section 7. Return From Temporary Assignment.....	27
Section 8. Promotion/Transfer.....	27
ARTICLE XXI GENERAL PROVISIONS.....	27
Section 1. Performance of Work Outside Classification.....	27
Section 2. Promotional Examinations/Training Courses.....	27
Section 3. Health and Safety.....	27
Section 4. Improvements In Benefits.....	27
Section 5. Employer Referral Program.....	28
ARTICLE XXII SAVINGS ARTICLE.....	28
ARTICLE XXIII ENTIRE AGREEMENT AND TERM OF AGREEMENT.....	28
Section 1. Entire Agreement.....	28
Section 2. Term of Agreement.....	28
Section 3. Status During Negotiations.....	28
Section 4. Commencement of Negotiation.....	29
ACCEPTANCE BY THE PARTIES.....	30
APPENDIX "A".....	"A"-1

**Contract
by and between
The Board of Trustees of the University of Illinois
and
The American Federation of State, County and Municipal
Employees, AFL-CIO, Council 31, Local 805**

Effective August 27, 2006 through August 22, 2009.

This contract 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 the American Federation of State, County, and Municipal Employees, Council 31, for and on behalf of Local 805 (hereinafter referred to as Union) representing certain staff employees of the Employer identified in Article I hereof.

**ARTICLE I
RECOGNITION**

Section 1. Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent in all matters establishing and pertaining to wages, hours, and conditions of employment for all employees in the following classifications:

Assistant Grounds Gardener
Assistant Tree Surgeon
Grounds Equipment Mechanic
Grounds Worker
Maintenance Equipment Operator
Maintenance Repair/Worker

Section 2. Purpose

It is the purpose of this contract to promote sound and mutually beneficial relationships between the Employer and the Union, to promote the quality and performance of the University of Illinois, to provide for the constructive resolution of problems and issues that may arise and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

Section 3. Bargaining Unit Work

Subject to the provisions of this Agreement, the Employer will continue to attempt to assign work appropriate to bargaining unit classifications to bargaining unit employees. Nothing in this section is meant to prohibit sub-contracting or the use of non-bargaining unit employees to supplement bargaining unit employees' work on a temporary basis as circumstances may arise which require the use of such employees. The Employer shall be allowed to continue to use student help in accordance with

current practices, provided, however, that no bargaining unit employee shall suffer a loss of hours or a lay-off through the temporary use of such non-bargaining unit employees or student help.

Bargaining unit employees shall be offered the first opportunity of work tasks and location over student/extra help employees assuming they have demonstrated their effectiveness at performing the task in previous work assignments as documented in previous performance evaluations. In the event the bargaining unit member has not performed the tasks acceptably (as documented by performance evaluations), said bargaining unit member may be denied the requested work assignment.

Section 4. New Classifications

In the event the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit.

The parties agree that a change in title of a position classification in the bargaining unit shall not remove the position from the bargaining unit as long as the duties and responsibilities of the position remain essentially the same and the Union and Employer agree the position remains appropriate to the unit.

If no agreement is reached, it shall be the responsibility of the Union to petition the Illinois Educational Labor Relations Board to decide whether the classification should be included or excluded from the bargaining unit.

Section 5. Deletion of Classification

The Employer shall notify and discuss with the Union its intent to abolish or merge existing classifications in the bargaining unit.

Section 6. Jurisdictional Disputes

In case of jurisdictional disputes arising between representatives of this Union and those of other unions, such differences shall be settled, without stoppage of work, between the unions concerned and the Employer. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the unions in expediting the final decision.

The Employer reserves the right of decision, pending settlement among the unions concerned, as to the work assignment.

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) 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. The University reserves the right to modify or add policies, rules and/or regulations which are permissive subjects of bargaining. The University shall notify the Union when considering a change to a policy, rule or regulation which pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.

ARTICLE III MANAGEMENT RIGHTS

It is understood and agreed that the University possesses and retains the sole right and authority to operate and direct the affairs of the University in all respects, including, but not limited to, rights and authority exercised by the University prior to the execution of this Agreement, except as expressly modified by this Agreement. These rights include, but are not limited to:

- a) the right to determine its mission, policies, and to set forth all standards of service offered involving members, means, number of employees and budget;
- b) to plan, direct, control and determine the operations of services and to direct bargaining unit members;
- c) to hire, assign, transfer, promote, suspend, discipline, dismiss, initiate discharge for cause, lay-off or relieve bargaining unit members;
- d) to make, publish, and enforce rules and regulations;
- e) to introduce new or improved methods, equipment, or facilities; and,

- f) to take any and all actions as may be necessary in emergency situations as declared by the University.

The foregoing enumeration of management rights is not inclusive, but to indicate the type of matters and rights which belong to and are inherent to management, and shall not be deemed to exclude other rights of management not specifically set forth. Specifically, all rights and responsibilities having to do with or encompassing inherent managerial policy or discretion regarding budget, organizational structure, standards of service, and selection and direction of bargaining unit members shall be within the purview of management.

ARTICLE IV UNION RIGHTS

Section 1. Access to the Facilities of the Employer

The Employer agrees that, upon giving notice to the Employer's designee and subject to the operating needs of the Employer, the staff representative shall have access to the facilities of the Employer for the purpose of administration of this Agreement. The Union agrees to conduct such activities in a manner that will not interfere with the orderly operations of the Employer.

Section 2. Time Off/Compensation for Union Activities

If absence from work is involved, any Union official, council representative, officer, steward, or member must notify and receive permission from his/her supervisor to attend negotiations, meetings, or other work necessary in disposing of grievances. Such permission shall be granted unless it conflicts with the operating needs of the Employer.

If these meetings occur during the employee's regular work shift, the employee will receive his/her regular rate of pay. Overtime shall never be incurred by the Employee for excused time.

Section 3. Bulletin Boards

The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on a bulletin board located in the break area of the Maintenance Building. Items posted shall be non-controversial in nature. Controversial items may include such topics/items that are: political, partisan or defamatory in nature.

Section 4. Time Off for State or National Conventions

A leave of absence without pay shall be granted to a maximum of one duly accredited officer or delegate of each local Union for the purpose of attending state and national conventions, sponsored or called by the American Federation of State, County and Municipal Employees, or the Illinois State Employees Council. Such leaves of absence shall not exceed five (5) working days in any one calendar year.

ARTICLE V EMPLOYER-UNION RESPONSIBILITIES

Section 1. Prohibition of Discrimination

Neither the Employer nor the Union shall discriminate against any bargaining unit member on the basis of that bargaining unit member's race, color, religion, sex, age, national origin, disability or status as a disabled veteran or veteran of the Vietnam War, marital status, sexual orientation, or political affiliation.

Section 2. Union Activity

The Employer and the Union agree that neither party shall discriminate against or coerce any bargaining unit member regarding membership or nonmembership in the Union. The parties to this Agreement recognize that Union membership is entirely a matter of each bargaining unit member's free choice and determination.

Section 3. Union Responsibilities/Meeting Space

The Union agrees that it will not conduct Union business during working hours nor in any way intimidate, threaten, or coerce any employee; that Union membership is entirely a matter of the employee's free choice and determination. Written requests for space for meeting purposes must be submitted to the Employer by the Union at least forty-eight (48) hours in advance of the meeting date and must be approved in writing by the Employer's designee.

ARTICLE VI LABOR-MANAGEMENT MEETINGS

Section 1. Representation/Frequency of Meetings/Subjects of Discussion

In the event that a Labor-Management meeting is necessary, representatives of the Employer, the Staff Representative, and no more than two (2) bargaining unit members may be present at said meeting. The meeting shall be scheduled at a mutually agreed upon time for up to one and one-half (1 ½) hours to discuss matters of mutual concern relating to interpretation, application, or administration of this Agreement, matters of safety and health, or other areas of interest as mutually agreed upon in advance.

Section 2. Agenda/Scheduling/Compensation

Each party shall prepare and submit a written agenda to the other party one (1) week prior to the scheduled meeting. Meetings shall be scheduled during normal working time, and the Employer shall pay the Union representatives in attendance their normal rate of pay. Employees must receive advance approval to participate in and/or attend such meeting(s). Such approval shall not be unreasonably denied.

Section 3. Exclusion of Grievances

It is agreed by the Parties that grievances shall not be discussed at Labor-Management Meetings.

**ARTICLE VII
PROPORTIONATE SHARE AND DUES DEDUCTION**

These proportionate share provisions shall remain in effect so long as fifty one percent (51%) or more of the employees in the bargaining unit are members of the Union based upon written payroll dues deduction authorization from such employees filed with the Employer. An employee's proportionate share of the Union's cost of the collective bargaining process and contract administration shall not in any event exceed the dues uniformly required of members of the Union. The Union shall submit an affidavit to the Employer certifying the amount of any increase in the proportionate share fee. The Union shall notify all non-member employees as to the amount of such increase and the procedure by which non-members may object to the proportionate share fees. The Union shall maintain a procedure by which it will receive and consider objections.

The Union shall provide the Employer with a description of any changes to the Union's procedure for hearing employee objections to the proportionate share deduction.

Any increase in proportionate share fee deductions shall commence with the first pay period starting thirty (30) days after the Union certifies to the Employer the amount of the increase. The proportionate share deduction for new employees in the bargaining unit shall begin thirty (30) days after the date of original employment. Each employee in the bargaining unit who is not a member of the Union shall be required to pay the proportionate share fee as established by the Union. Such proportionate share payment shall be deducted from the earnings of non-member employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

The Employer agrees to deduct Union dues, assessments, fees or other authorized deductions, from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union; request in writing that such deductions be made. The Union shall certify the current amount of Union deductions to the Employer.

The amount of the above deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of the employee, social security number, and the individual employee deductions(s).

It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "State Salary and Annuity Withholding Act" as amended, in regard to authorization and revocation of voluntary payroll deductions.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability for any action taken by the Employer in complying with this Article or in reliance on any list, notice, certification, affidavit or assignment furnished.

**ARTICLE VIII
HOURS OF WORK - OVERTIME**

Section 1. Workday/Workweek

The basic workweek schedule for all employees covered by the Agreement shall be 37.5 hours and five (5) consecutive working days of 7.5 hours each, Sunday through Saturday, with the exceptions hereinafter set forth. A shift starting time will determine which day will be considered as being worked.

Section 2. Lunch Periods

The 7.5 hours shall be broken by a lunch period of not less than one-half ($\frac{1}{2}$) hour and not more than one (1) hour, except by mutual agreement of the employee concerned and the Employer.

Section 3. Rest Periods

Employees are permitted a rest period of fifteen (15) minutes during each half-day of work at times arranged by the Employer. The rest period shall be preceded and followed by an extended period of work; thus, it may not be used to cover an employee's late arrival or early departure, nor may it be regarded as accumulative if not taken.

Section 4. Overtime

Work performed in excess of the 37.5 hour week or 7.5 hour workday will be considered as overtime and will be compensated at one and one-half ($1\frac{1}{2}$) times the regular rate. Work performed on the first regularly scheduled day off shall be compensated at a premium rate at time and one-half ($1\frac{1}{2}$) the regular rate of pay, and the work performed on the second regularly scheduled day off shall be at a premium rate at two (2) times the regular rate of pay.

Paid time off for holidays, vacation leave and sick leave shall be considered as all hours in pay status for purposes for overtime compensation.

When an employee, who has received University authorization, voluntarily attends training seminars or other educational meetings on paid time, the Employer shall not pay overtime for an employee on travel status occurring outside the employee's normal working hours. "Travel status" occurs when an employee leaves University headquarters or, if reporting directly to destination, leaves from his/her residence or other location. Travel status shall conclude when an employee returns to University headquarters or, if reporting directly from original destination, to residence or other location at the completion of authorized University business.

Section 5. Compensatory Time

Employees entitled to overtime pay under the terms of this Agreement may elect to take compensatory time off in lieu of overtime pay, provided however, that the employee and the supervisor must mutually agree to compensatory time off (at the time the overtime work is offered); otherwise the employee will receive overtime pay. Compensatory time will be at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour of overtime worked. Compensatory time for overtime worked on the bargaining unit member's second regularly scheduled day off shall be at the rate of two (2) hours for each hour of overtime worked. Compensatory time may not be accrued in excess of seventy-five (75) hours. Earned compensatory time off to be taken must be scheduled and

approved in advance by the supervisor. Approval for compensatory time off will be subject to the Employer's operational needs.

Section 6. Schedule Changes

Schedule changes shall be made only on a permanent basis with the exceptions hereinafter set forth. Other than a schedule change, an employee shall work five (5) consecutive days with two (2) consecutive days off. No changes in schedules shall be made to avoid the payment of overtime. In case of an emergency schedule change, the first 7.5 hours of a workday shall be worked at the straight time rate.

Except in emergency situations, whenever work schedules or working hours are changed, notice, in writing, of such change must be given to each employee involved at least forty-eight (48) hours before such change becomes effective.

Section 7. Additional Meal Period/Meal Allowance

Employees who are required to work four (4) or more consecutive hours before or after their regular hours of work on the same workday shall receive an additional one-half ($\frac{1}{2}$) hour meal period at times to be arranged by the supervisor. This meal period shall be considered as time worked and will be compensated at the appropriate overtime rate. In addition, employees shall receive a six dollar (\$6.00) meal compensation allowance for the meal period.

Section 8. Emergency Closing

In the event the University is closed by the Chancellor due to severe weather or other emergency conditions, employees on work shifts during which the University is closed, except for those in essential services, will be allowed time off with pay. Bargaining unit members required to work shall be compensated in cash at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate in addition to their regular rate for all hours worked during the hours the University is declared officially closed.

Bargaining unit members who were not scheduled to work or who had requested and received approval for time off prior to the day of the announced closing are not eligible for additional time off or any other form of compensation for the closure.

No bargaining unit employee will be penalized for failing to report to work when a campus closure has been announced on an approved media outlet (UIS website, WUIS/WIPA [campus radio station]) unless his/her supervisor notifies the employee when to report to work.

Section 9. Call Back Pay

An employee who is called back to work after completing a regular day's work shall receive a minimum of two (2) hours pay at the overtime rate. An employee called back on a scheduled day off shall receive a minimum of four (4) hours at the overtime rate of pay. Continuous work (before or after a regular shift) shall be compensated at the overtime rate as specified in Section 4 of this Article for the actual overtime hours worked. Should an employee be required to work before the regularly scheduled

work period in a workday, the employee shall be permitted to continue working his/her normal work schedule in that day.

Section 10. Temporary Work Schedules

Temporary schedules established due to layoffs during summer session and semester breaks shall have an established work schedule of five (5) consecutive days of 7.5 hours each. Work performed in excess of the temporary schedules shall be compensated at the overtime rate as specified in Section 4 of this Article.

Section 11. Distribution of Overtime

Overtime work shall be offered and distributed as evenly as possible by classification consistent with the provisions of Article IX of this Agreement.

Section 12. Overtime Compensation for Employer Directed Activities

When an employee covered by this Agreement is required by the Employer to attend meetings, conferences, undergo physical examinations outside the employee's regularly scheduled working hours and in addition to a normal days' work, overtime at one and one-half times the straight rate of pay shall be paid for all time so spent.

**ARTICLE IX
OVERTIME DISTRIBUTION**

Section 1. Assignment of Overtime

All bargaining unit members shall work overtime as directed by the Employer per the following stipulations:

1. Overtime required due to emergency or urgent conditions (as determined by the Employer) will be assigned as required.
2. Overtime work of a non-emergency nature shall be assigned on a seniority rotation basis, with the most senior employee having the least number of overtime hours given the first opportunity to work overtime. Said overtime hours offered, but declined, shall be considered hours worked for distribution purposes. If all employees who are contacted decline offers by the Employer to work the overtime, the Employer shall assign the overtime beginning with the least senior employee.

The Employer shall keep available for inspection by the Union, a record for each employee regarding the number of overtime hours worked, the number offered but declined, and the number of hours mandated.

Section 2. Zeroing of Overtime

In the event the hours on the voluntary overtime list need to be reset to zero, the parties agree to meet in a labor management meeting upon request by either party. Bargaining unit members on the voluntary overtime list prior to it being reset to zero shall be placed on the voluntary list once the list has been reset to zero.

Section 3. Addition of Names to Overtime List

In the event a seasonal employee should become a regular and continuing employee, he/she will be credited with the average number of hours of overtime of the regular and continuing employees at the time of such appointment. Seasonal employees, if any, who are hired in the bargaining unit will be credited with the average number of hours of overtime of the seasonal employees at the time of appointment.

Section 4. Bypassing Employees for Overtime

If an employee cannot be contacted for overtime, the supervisor shall contact the next eligible employee. However, the employee bypassed shall be first called on the next occasion. Should the employee not be available the second time called, he/she shall be credited as having worked the amount of time equal to the lowest worked on the two occasions when he/she was not available.

Section 5. Credits Against Overtime List

Overtime balances on the voluntary overtime list shall not be adjusted for bargaining unit members on leaves up to two (2) calendar weeks (with the exception of absence due to job incurred injuries). Bargaining unit members on said leave shall not be contacted for voluntary overtime assignments.

Section 6. Overtime Equalization Carryover

Overtime equalization will be carried over from fiscal year to fiscal year.

Section 7. Restoral to List After Leave

Bargaining unit members absent from work for a time period greater than two (2) weeks shall be placed back on the list at the same relative position (with the exception of absences related to job incurred injuries).

Section 8. Removal of Names From Overtime List

An employee who has refused three (3) overtime requests or offers shall be removed from the voluntary overtime list. After three (3) refusals an employee must submit a written request to the supervisor to be put back on the voluntary overtime list.

ARTICLE X HOLIDAYS

Section 1. Holidays

The University calendar establishes the number and dates of official holidays and/or other work days the University is declared officially closed by the Chancellor. Those holidays or other work days are:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Four (4) holidays as designated by the President of the University, two (2) of which may be designated as floating holidays .

Holidays which fall on Saturday will normally be observed on the preceding Friday and holidays which fall on Sunday will normally be observed by the following Monday. For employees who work other than a Monday-Friday schedule, the actual calendar holiday will be observed as a holiday.

Section 2. Holiday Observances

The calendar holiday will be observed as the holiday for both full-time and part-time employees who work other than five days a week, Monday through Friday schedules. For example, if a calendar holiday falls on a Sunday, but is observed by the University on a Monday, an employee who works Sunday through Thursday will observe Sunday as the holiday. Such payment shall not count towards overtime computation. When a work shift bridges two (2) calendar days, one of which is a holiday, the shift that begins on the calendar holiday will be recognized as the holiday shift.

For purposes of this Section, an administrative closing for economic reasons shall be treated the same as a holiday.

Section 3. Pay for Work on a Holiday or Economic Closing

Whenever a bargaining unit member is required to work on a holiday or administrative closing for economic reasons, he/she shall receive compensation at the premium rate of one and one half (1½) times his/her basic straight time rate of pay in addition to his/her regular pay.

Section 4. Holidays During Vacation or Sick Leave

Whenever a holiday occurs while an employee is on approved vacation or sick leave, such holiday shall be paid and shall not be charged against his/her vacation or sick leave.

Section 5. Holidays Considered for Overtime Earning

Whenever a holiday occurs within the 37.5 hour workweek, the holiday shall be considered part of the 37.5 hour workweek for the purpose of computing overtime.

**ARTICLE XI
VACATION LEAVE**

Section 1. Vacation Earning

Bargaining unit members shall accumulate vacation benefits for each pay period of service with the Employer. Vacation shall be credited to a bargaining unit member's leave balance on the last working day of each pay period according to the number of hours in regular pay status. Bargaining unit members who have less than full-time appointments will earn vacation leave on the basis of their appointment percentage. Bargaining unit members appointed to a probationary status shall earn and accrue vacation leave during their probationary period.

Section 2. Vacation Accumulation

- A) Vacation leave for members of the bargaining unit shall be earned as follows to the maximum accumulation.

Years of Service Completed		Rate Earned Per Hour of Pay Status Service	Approximate Leave Days Earned in One Year	Approximate Maximum Accumulation
At Least	Not More Than	(Exclusive of Overtime)		Days
0	3	0.0462	12	24
3	6	0.0577	15	30
6	9	0.0692	18	36
9	14	0.0808	21	42
14		0.0962	25	50

Upon reaching the maximum accumulation, no further vacation leave will be earned except as the accumulation is reduced.

- B) Vacation leave may be utilized in increments of one-tenth (1/10) hours or more and shall be authorized in advance by the supervisor. In determining whether to approve requests for utilization of vacation leave, the supervisor shall consider the operating needs of the University as well as the bargaining unit member's preference.

Section 3. Payment for Vacation

If an employee separates from employment with the University for any reason, including death, payment for earned and unused vacation time and compensatory time shall be made in accordance with applicable law.

Accrued vacation may be allowed to the extent that credits for such leave are available and may be used by a bargaining unit member at any time and for any reason, subject to operating policies that the Employer may impose to insure continuity of operation.

ARTICLE XII SICK LEAVE

Section 1. Earning Rates

An employee shall accumulate paid sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that he/she is in pay status, or approximately twelve (12) days per year for an employee who works 1950 hours.

Section 2. Utilization of Sick Leave

Accumulated sick leave may be utilized when a bargaining unit member is ill, or injured, or for appointments with doctors, dentists, or other licensed professional medical practitioners.

Accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the employee, the employee's spouse, children, or parents, including parents-in-law. "Children" include biological, adopted, foster, stepchildren, legal wards, or those children for which an employee is standing *in loco parentis*, who are under 18 years of age, or over age 18 but incapable of self-care because of mental or physical disabilities. "Parent" is defined as biological parent, stepparent, or an individual who stood *in loco parentis* to the employee. Sick leave may also be used for the above reasons for a member of the employee's household. An employee may use sick leave for pregnancy. During the 12-month period immediately following the adoption or birth of a child, sick leave may be used for a period of time, not to exceed twelve weeks, to care for that child. The use of accrued sick leave for Family and Medical Leave purposes does not extend the 12-week Family and Medical Leave entitlement.

Sick leave may be utilized in one-tenth (1/10) hour increments. Absences for scheduled medical or dental visits or stays in the hospital must be authorized in advance by the supervisor. In the event of absences due to illness or injury, the bargaining unit member shall notify his/her supervisor no later than one-half (1/2) hour after he/she is scheduled to work.

A bargaining unit member who is unable to contact his/her immediate supervisor shall notify his/her department or division head.

The provisions of this Article are applicable to sickness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Section 3. Evidence of Illness

The Employer reserves the right to require evidence of illness, injury, or disability before allowing any sick leave benefits. Any employee who is (or expects to be) absent from employment shall notify the appropriate supervisor immediately.

Section 4. University of Illinois at Springfield (UIS) Shared Benefits Program (SBP)

Bargaining unit members may be eligible to participate in the Shared Benefits Program by donating a minimum of one sick or vacation day to the Shared Benefits Pool. Days may be donated at any time during the year.

**ARTICLE XIII
LEAVES AND OTHER ABSENCES**

Section 1. University Service Time

Upon written approval of the supervisor, bargaining unit members may be permitted up to three (3) hours per week away from their place of duty to participate in University Service, including committee and governance activities. Service time may be made available only for activities which bear direct relationship to the mission and welfare of the University and when schedules can be arranged so that there is not substantive interference with day-to-day operations.

Section 2. Military Leave

Leaves for military service are covered by 5 ILCS 325/1 as may be amended from time to time. Requests for any type of military leave must be provided to the University with a copy of the Military Order attached to the Request for Leave before any leave is taken.

Section 3. Jury Duty

Bargaining unit members shall be allowed jury duty leave in accordance with 705 ILCS 305/4.1 as may be amended from time to time. Such leave will be allowed with pay if the bargaining unit member gives the University one (1) week's notice and a copy of the jury duty summons.

Section 4. Religious Observances

The University accepts its responsibility under existing Federal law which provides that an employer must make reasonable accommodation to the religious needs of employees. The University will attempt to accommodate bargaining unit members who request to utilize vacation time for religious observances.

Section 5. Educational Leave

Upon recommendation of the Chancellor and with approval of the Board of Trustees of the University of Illinois, a bargaining unit member not in a probationary status may be granted an

educational leave with or without pay. Bargaining unit members should initiate a written request indicating the program they wish to undertake, the reason, the objective and its relationship to the needs and priorities of the University. Educational leave may be granted up to one (1) year at half pay or six (6) months at full pay. This request shall be submitted to the designated University representative.

If an educational leave with pay is granted, the bargaining unit member shall return to University employment for an amount of time equal to the length of the leave or one (1) year whichever is less, following the leave or reimburse the University for any compensation paid during the leave. Bargaining unit members on educational leave with pay shall continue to earn vacation and sick leave. Bargaining unit members on educational leave, with or without pay, shall continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 6. Pregnancy Leave/Non Occupational Disability

Employees shall be eligible for pregnancy leave of absence based upon disability or incompatibility between an employee's pregnant state and the regularly required duties of her position. A leave of absence will be granted for the purpose of pregnancy unless there is sufficient justification to deny the request.

Leave taken for reasons of pregnancy qualifies as family and medical leave and shall be applied toward the twelve (12)-week entitlement period for eligible employees. Leave following the birth of a child is available for either parent under the provisions of the Family and Medical Leave Act.

- A. The supervisor may require the employee to provide a medical opinion from her attending physician to verify the necessity and probable duration of the leave.
- B. Pregnancy leave shall continue until the employee, on the basis of acceptable medical opinion, is able to return to work.
- C. Pregnancy leave will be charged to accumulated sick leave. If this is insufficient, vacation and personal leave or leave without pay may be granted in accordance with Sick Leave Usage, Approval of Leaves/Administration, Special Leaves, and Family and Medical Leave as stated in Policy and Rules.

Regulations relating to Pregnancy Leave are as follows:

- 1) Medical Consultation
A pregnant employee who is advised by her physician to commence pregnancy leave shall provide her supervisor with her physician's medical advice regarding leave commencement. She shall also visit a designated health care provider for further medical consultation if requested to do so by her supervisor.
- 2) Safe Working Conditions and Practices

Staff members of the campus offices responsible for employee health and safety are available to advise an employee and her supervisor of safe working conditions and practices.

3) Approval to Return to Work

The employee shall obtain a statement from her physician as soon as practicable, approving her return to work. This approval shall be presented to the employing unit, prior to her return to work. She shall also undergo medical consultation by a designated health care provider if requested to do so.

Section 7. Parental Leave

Upon request, an employee who has completed six (6) months of continuous employment in a trainee, apprentice, learner, or status appointment or in a provisional appointment intended to be permanent, shall be granted parental leave with pay for up to two weeks immediately following the birth of a child, or upon either the initial placement or the legal adoption of a child under eighteen (18) years of age. Parental leave is limited to one (1) leave per twelve (12)-month academic appointment year. If both parents are University employees, the total amount of parental leave is limited to two (2) weeks for both employees. The employee requesting leave is required to furnish a health care provider's statement to pre-certify the pregnancy within the first two (2) trimesters, or to furnish certification of the initial placement or adoption of the child. An employee who resigns employment before or at the expiration of the parental leave normally shall be required to reimburse the University for the cost of wages paid during the leave.

Regulations relating to Parental Leave are as follows:

A) Effective Date

Parental leave applies for births and adoptions which occur upon ratification of this Agreement.

B) Leave to be Taken Following Birth or Adoption

Parental leave following the birth of a child must be taken in full immediately after the birth or immediately following the child's release from a health care facility to the home. Parental leave for an adopted child may be taken in full either at the time of initial placement or at the time of legal adoption. The leave cannot be taken on an intermittent schedule, or on a reduced leave schedule for a period lasting longer than two (2) weeks.

C) Precertification

A pregnancy must be pre-certified within the first two (2) trimesters to be eligible for parental leave. The employee requesting leave must submit to the employing unit a Request for parental Leave form and a statement from a health care provider that confirms that the pregnancy is within the first two trimesters, the estimated date of birth, and that regular prenatal care is being provided. The unit head or a designee must sign the Request for Parental Leave form and forward it, along with the pre-certification, to the appropriate human resource office.

In the case of adoption, a Request for Parental Leave form and evidence that either the initial placement or the legal adoption is imminent should be provided to the employing unit. The unit head or a designee must sign and forward the Request for Parental Leave form, along with evidence of adoption to the appropriate human resource office.

D) Relationship to Family and Medical Leave

Parental leave is automatically counted toward the twelve (12) week entitlement under the Family and Medical Leave policy for eligible employees.

Section 8. Funeral Leave

Employees in trainee, learner, apprentice, provisional, or status appointments will be granted upon request paid leave of three (3) scheduled work days to attend the funeral and for travel and bereavement time, upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents; and one (1) day to attend the funeral or memorial service of a relative other than the above who is not a member of the employee's household.

Immediate family is defined as: father, mother, sister, brother, spouse, and children. Biological, adopted, foster, legal wards, step or *in loco parentis* relationships are considered as immediate family under this policy. In-laws are defined as: grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Other relative is defined as: aunt, uncle, niece, nephew, or cousin of the employee. Such relatives are regarded as members of the immediate family only if in residence in the employee's household.

For purposes of application of funeral leave, relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with Illinois State law.

The number of hours of authorized absence with pay for a day of funeral leave is defined as: 1/5 of the full-time weekly work schedule of the employee classification times the employee's percent time of appointment. These hours multiplied by the eligible employee's regular straight-time hourly rate (or benefit hourly rate) equals the amount of funeral leave to be paid. Paid funeral leave may be used only on days an employee is scheduled to work.

A designated supervisor may grant a leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable funeral leave days. An employee may take such leave without pay or may use accrued vacation and personal leave.

Section 9. Personal Leave

At the discretion of the University, a personal leave for up to one (1) year without pay may be granted to a bargaining unit member who has completed his/her probationary period and who requests such leave. The University may require that all accrued vacation and compensatory time, if any, be used before a leave is granted.

Bargaining unit members on personal leave shall not continue to earn vacation and sick leave nor receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 10. Disability Leave

Upon exhaustion of all available sick leave and compensatory time, if any, a bargaining unit member who is unable to perform the duties of his/her assigned position as certified by the bargaining unit member's physician shall be eligible for an unpaid disability leave. Disability leave shall expire sixty (60) days after certification of the disability.

Bargaining unit members on disability leave shall not continue to earn vacation and sick leave benefits. Bargaining unit members on disability leave will continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 11. Unscheduled Absence From Work

Members of the bargaining unit who are unable to report to work or return to work due to a bonafide emergency shall notify his/her immediate supervisor no later than one-half ($\frac{1}{2}$) hour after work is to start or resume. Failure to properly notify the supervisor may result in a non-approved absence. A bargaining unit member who is unable to contact his/her immediate supervisor shall notify his/her department or division head. If the supervisor approves the absence, the bargaining unit member may cover the absence with vacation, compensatory time, or unpaid leave.

Section 12. Family and Medical Leave

Bargaining unit members shall receive Family and Medical Leave in accordance with Rule No. 11.07 of Policy and Rules.

ARTICLE XIV SENIORITY - JOB BIDDING

Section 1. Definition

Seniority shall be by classification and accumulate on the basis of hours in pay status exclusive of overtime. After the completion of the probationary period, a bargaining unit member's seniority shall date from the beginning date of the probationary period. The Employer will prepare seniority lists upon request of the Union for the represented classification at such time as need exists.

Section 2. Application of Seniority

Seniority will prevail in each classification in regard to layoffs, vacation periods, and choice of working shifts.

Section 3. Job Bidding

When a negotiated permanent position is to be filled, the procedure will be: (a) the supervisor will post the vacancy bid notice on the Physical Plant bulletin board and will send the Union Steward a copy of the vacancy notice, (b) employees in the same classification as the vacancy will indicate in writing their interest in the position on the notice itself. The position shall be filled by the most senior employee in the classification desiring the position.

Section 4. Voluntary Seasonal Layoff - Grounds Worker

When layoffs occur because of seasonal or other reasons, when mutually agreed by the supervisor and the employee, employees may exercise their seniority if they wish to be laid off temporarily rather than a less senior employee. Approval for voluntary seasonal layoff will be subject to the Employer's operational needs and shall be restricted to the classification of Grounds Worker. All other layoff and recall provisions shall apply. Employees who choose voluntary layoff may not later bump a less senior employee until they have been recalled.

**ARTICLE XV
DISCIPLINE**

Section 1. Definition

Disciplinary action may be imposed upon members of the bargaining unit only for just cause.

Section 2. Disciplinary Measures

The University agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures may include the following:

- a) oral warning;
- b) written reprimand;
- c) suspension;
- d) initiation of discharge proceedings, including suspension pending discharge.

Section 3. Oral Warnings

In cases of oral warnings, the supervisor must inform the bargaining unit member that he/she is receiving an oral warning and of his/her right to Union representation.

Section 4. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against a bargaining unit member, other than the issuance of an oral warning, the University shall furnish the bargaining unit member and the Union with a written statement of the reasons therefor. The bargaining unit member shall be informed of his/her rights to Union representation.

The measure of discipline and the statement of reasons may be modified, especially in cases involving the initiation of discharge proceedings, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the University shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

A bargaining unit member shall be entitled to have a Union representative present at an investigatory interview if he/she requests one and if the bargaining unit member has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The bargaining unit member shall be notified at such time as the investigation has been concluded.

Section 5. Disciplinary History

All history of discipline will remain as part of the employee's official personnel file. However, oral warnings or warning letters which were issued twenty-four (24) or more months prior to a current related disciplinary action, will not be considered in such related disciplinary action provided that the employee has received no form of discipline during this twenty-four (24) month period.

Section 6. Appeals of Disciplinary Measures

Written reprimands and suspensions for disciplinary reasons shall be grieved through the regular grievance and arbitration procedures set forth in this Agreement. Recommendations of discharge may be grieved pursuant to Article XVI of this Agreement. Neither oral warnings issued by the University to a bargaining unit member nor discharge decisions rendered by the State Universities Civil Service Merit Board shall be subject to grievance and/or arbitration.

ARTICLE XVI GRIEVANCE PROCEDURES

Section 1. Definition

A grievance is defined as any dispute or difference between the Employer and the Union or any employee with respect to the meaning, interpretation, or application of the provisions of this Agreement or arising out of circumstances and conditions of employment.

Section 2. Adherence to Grievance Procedure

Any grievance filed by an employee covered under this Agreement shall be filed in accordance with the provisions herein.

Section 3. Union Representation

The Union may represent an employee at any step in the grievance procedure and in arbitration proceedings.

Section 4. Employer Response/Extension of Time Limits

Failure to respond by the Employer at any step does not find in favor of the grievant, but the employee and/or his/her representative may advance the grievance to the next step within the time limits provided in the grievance procedure. The time limits herein set forth may be extended by mutual consent of both parties submitted in writing to the Employer's designee.

Section 5. Procedures for Handling Grievances

- A) Step One. - Within thirty (30) calendar days after the first occurrence, or within thirty (30) calendar days after the employee should become aware of the circumstances or conditions causing the grievance, the employee(s) should orally present the grievance to the immediate supervisor. The immediate supervisor shall then make every attempt to resolve the grievance immediately and shall give an oral answer to the employee within seven (7) calendar days after the close of the discussion.

- B) Step Two. - If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the Department Head within seven (7) calendar days from the date of the supervisor's oral response as outlined in Step 1. The written grievance, on a standard form, shall be signed by the employee and the Union Steward or other representative, and shall contain a complete statement of facts, the provision or provisions of the Agreement or of University policies and procedures which the Employer is alleged to have violated, and the relief sought. The Department Head shall respond to the employee in writing within fifteen (15) calendar days of receipt of the written grievance.

- C) Step Three - If the grievance is not resolved in Step 2 and the employee wishes to appeal the grievance to Step 3, it shall be presented by the employee to the Chancellor's designee within

seven (7) calendar days of the Department Head's response outlined in Step 2. Within fifteen (15) calendar days, the Employer's designee and the employee and his/her representative shall meet to discuss the grievance. The Employer's designee shall respond in writing within fifteen (15) calendar days of the meeting.

- D) Step Four – University Review. If the grievance is not settled at Step Three and the grievant or the Union wishes to appeal the grievance to Step Four, the grievant or the Union may file a written request for review with the Director of Human Relations and University Equal Opportunity within seven (7) calendar days after the Step Three decision is received or due. Upon receipt of an appeal, the Director of Human Relations and University Equal Opportunity, or his/her designee, will make a complete and thorough review of the written record of the grievance, request any additional information, or conduct any further investigation he/she feels necessary, which may include a hearing. The written decision shall be issued within thirty (30) calendar days after receipt of the appeal.
- E) Step Five If the decision or grievance resolution proposed by the Director of Human Relations and University Equal Opportunity, or his/her designee, is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration. Any such written notice must be filed with the Associate Vice President for Administration and Human Resources, within fifteen (15) calendar days of receipt of the Step Four decision/proposal.

1. Selection of Arbitrator

If the parties are unable to mutually agree upon an arbitrator, then the parties shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. The parties shall flip a coin to determine the first strike. Either party may reject one panel prior to the first strike. The cost of services of the arbitrator and all other costs mutually agreed to by the parties incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

2. Scope of Arbitration/Authority of Arbitrator

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement or any supplement. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the facts presented and the application of such facts to the terms of this agreement relative to the grievance presented. Subject to the provision of this Article, the decision of the arbitrator shall be binding on the parties.

ARTICLE XVII ARBITRATION OF DISCHARGE PROVISIONS

The Employer shall notify the employee and the Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (13) working days prior to the commencement of discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the Collective Bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3.

State Universities Civil Service System procedures shall not commence until after the thirteen (13) working day period mentioned above has ended or until a grievance filed on the basis of intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.
- 2) Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the Collective Bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this Collective Bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

In the event that the proposed discharge is submitted for arbitration, the provisions concerning arbitration set forth in Article XVI of this Agreement shall govern the arbitration process.

If either the Employer or the Union seeks to vacate an arbitrator's award, such party shall be responsible for all costs, including reasonable attorney fees, of both parties in seeking and defending against such action, unless the party attempting to vacate the award prevails, in which case each party shall bear its own costs.

If either the Employer or the Union seeks to enforce an arbitrator's award with which the other party has not complied, the party seeking such enforcement shall be reimbursed by the other party for all costs, including reasonable attorney fees, associated with seeking such enforcement, unless the party seeking enforcement does not prevail, in which case each party shall bear its own costs. If there is a dispute concerning whether the arbitrator's award has been implemented, the parties shall jointly request an opinion from the arbitrator, whose decision shall determine the question of whether or not the original decision was implemented.

**ARTICLE XVIII
NO STRIKE - NO LOCKOUT**

Section 1. No Strike

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 2. No Lockout

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

**ARTICLE XIX
SAFETY**

The University shall provide a safe work environment consistent with applicable state and federal laws in conjunction with policies/guidelines set forth by the University, Director of Physical Planning and Operations and the UIS Safety Officer.

Section 1. Safety Clothes

Bargaining unit employees required to wear OSHA/ANSI-approved safety shoes (Steel-Toe) shall be reimbursed upon providing a receipt to the employer at rate of either no more than \$125 per employee at an interval of no less than 12 months for full-time employees or no more than \$250 at an interval of no less than 24 months from the date of purchase of their safety boots in year one of the Agreement and successive years thereafter of the Agreement. In the event of part-time employees, the interval for said part-time employees between boot purchases would be doubled (i.e., \$125 reimbursement no less than 24 months or \$250 reimbursement no less than 48 months).

Section 2. Protective Clothing

Due to the nature of the work performed, the Employer at its discretion may require a specific style and type of clothing for employees in the bargaining unit. The employer shall provide based on operating requirements, foul weather gear. Issued clothing and foul weather gear must be maintained in serviceable condition at all times and will be verified by the supervisor and as required, the UIS Safety Officer.

Section 3. University Identification

In the interest of public safety, bargaining unit members may be required to wear official identification (ID Badge or I-Card) at the discretion of the University. In the event that the ID

badge/I-Card) becomes damaged while performing his/her work duties, the bargaining unit employee must provide their supervisor (or, if the supervisor is not available, their department head) with a detailed description as to how the ID badge/I-Card was damaged within twenty-four (24) hours of the workday in which it was damaged.

Within twenty-four (24) hours of the workday in which it was lost, supervisors (or if the supervisor is not available, their department head) must be informed of a lost ID Badge or I-Card. Bargaining unit employees must provide their supervisor with a detailed description as to how the ID Badge/I-Card was lost.

ID badges or I-Cards that are lost or damaged in the line of duty shall be replaced with an ID badge at no charge to the employee no more than one (1) time per contract year.

ARTICLE XX WAGES

Section 1. Hourly Rates

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

Section 2. Hourly Rates Years Two (2) and Three (3)

Hourly rates for year two (2) of this Agreement shall be increased by two and one-half (2.5%) percent or by the campus salary program, whichever is greater.

Notwithstanding anything stated in Article XXIII, Section 1, the Union may reopen this Agreement for the sole purpose of negotiation of hourly rates of pay, for the period to be effective no earlier than August 24, 2008. If the Union desires to so reopen this Agreement, it shall notify the Employer, in writing, at least sixty (60) days prior to August 24, 2008. Upon receipt of such written notice by the employer, negotiations will commence without undue delay.

Section 3. Wage Differential for Heavy Moving

- A) The wage differential for Grounds Workers, Maintenance Equipment Operators, or Maintenance Repair/Workers assigned to and performing heavy moving duties will be at the rate of forty cents 40¢ per hour in addition to the employee's regular hourly rate when performing such a task for one (1) hour or more. Such moving may include moving office furniture, equipment, heavy boxes, pianos, stages, etc.
- B) Rearranging furniture, moving folding tables, rostrums, folding chairs, and the set-up of other light equipment will not necessitate premium pay, if such does not require the moving from another building or outside location.

- C) Heavy equipment such as industrial arts machinery, pianos, etc., shall not be moved from one floor to another, unless an elevator or fork lift, etc. is available to handle the gross weight safely.
- D) The above differential will be in effect only at the time the above heavy moving work is being performed. The employees will receive regular pay when performing work which falls within the scope of the appropriate classifications in the bargaining unit.

Section 4. Assignment to Other Duties

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employees, and in no case shall the employee's wages be reduced during such temporary assignment.

Section 5. Assignment to Higher Classification

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for such employment, whether temporary or permanent, when the period of temporary assignment lasts for one (1) hour or more and then for the entire period of such assignment.

Section 6. Performance of Maintenance Equipment Operator Work

Members of the bargaining unit who are paid a hourly rate less than the Maintenance Equipment Operator classification contained in the bargaining unit, and who operate heavy equipment for one (1) hour or more, shall be paid for that work at the rate of fifty cents (50¢) per hour.

The specific items of heavy equipment which qualify for the Maintenance Equipment Operator pay rate are limited to the following:

1. Dump truck with snow plow blade (while clearing snow)
2. Tractor with front loader, or backhoe
3. Motor grader
4. Mower with 15 foot (or larger) deck
5. Vemeer spade
6. Jack hammer
7. Concrete saw
8. Trencher
9. High lift truck
10. Heavy equipment trailer

Section 7. Return From Temporary Assignment

Employees accepting temporary assignment, when such assignment is concluded, shall be returned to the position from which they were transferred with their original classification.

Section 8. Promotion/Transfer

An employee promoted within the promotional line, or transferred from one job classification to another, will not suffer a decrease in salary. He/She will remain at the probationary rate of the new position or at his/her old rate (whichever is higher) for the civil service probationary period of six (6) months. In the event of a promotion within the promotional line, the employee will receive the negotiated rate immediately. However, when an employee takes a voluntary transfer to a lower paid classification, he/she shall receive the lower rate.

ARTICLE XXI GENERAL PROVISIONS

Section 1. Performance of Work Outside Classification

Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned to their classification.

Section 2. Promotional Examinations/Training Courses

Promotional examinations and any training courses conducted in preparation for examinations shall be opened to all qualified employees in a promotional line.

Section 3. Health and Safety

Both the Employer and the Union are committed to the need of employees to work in a clean, safe and healthy environment.

If an unsafe or unhealthy condition exists, the employee will immediately report the condition to the supervisor. The supervisor will make an immediate determination relative to the health and safety of the work area.

Section 4. Improvements In Benefits

Benefits under the control of the Employer will not be diminished during the life of this contract and improvements in such benefits will be made applicable to employees covered by this contract on the same date that such improvements are made applicable to other employees of the Employer.

Section 5. Employer Referral Program

The Employer and the Union recognize the value of counseling and referral programs to employees who have personal problems which interfere with the efficient and productive performance of their job duties and responsibilities. The Employer and the Union will, therefore, work collectively to support the Employee Assistance Program established and provided by the University.

**ARTICLE XXII
SAVINGS ARTICLE**

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State Law, Executive Order, or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order, or decision and all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXIII
ENTIRE AGREEMENT AND TERM OF AGREEMENT**

Section 1. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties hereto, and supersedes all prior Agreements, commitments, or practices between the Employer and the Union or its employees, officers, or members and expresses all obligations of, and restrictions imposed on, each of the respective parties during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

Section 2. Term of Agreement

This Agreement shall be effective August 27, 2006 and continue in full force and effect through August 22, 2009. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that either party submits such notification, the other party retains the right to submit proposed modifications to this Agreement during the resulting negotiations.

Section 3. Status During Negotiations

Once the notice called for in Section 2 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 to the other party of its intention to so terminate.

Section 4. Commencement of Negotiations

The party giving notice of a desire to modify the contract as provided for in section 2 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 contract.

ACCEPTANCE BY THE PARTIES BY THE PARTIES

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

COUNCIL 31 FOR AND ON BEHALF OF
LOCAL NO. 805, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: _____
Comptroller

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President for
Administration and Human Resources

Vice Chancellor for Student and
Administrative Affairs

Assistant Vice President for
Human Resources

APPROVED AS TO LEGAL FORM:

For University Counsel (date)

APPENDIX "A"
TO THE AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND COUNCIL 31 FOR AND ON BEHALF OF LOCAL 805, AFSCME

<u>Classification</u>	Status Wage Rate Base Hourly Rate <u>August 27, 2006</u>
Assistant Grounds Gardener	\$18.99
Assistant Tree Surgeon	20.82
Grounds Equipment Mechanic	22.23
Grounds Worker	18.99
Maintenance Repair Worker	19.20
Maintenance Equipment Operator	19.71