

CONTRACT

By and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL #399

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Effective July 1, 2012 through June 30, 2013 (inclusive)

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A G R E E M E N T

by and between

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

and

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

Effective from July 1, 2012 through June 30, 2013 (inclusive).

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 399, International Union of Operating Engineers, AFL-CIO (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 the Illinois Statutes creating the State Universities Civil Service System of Illinois (110 ILCS 70/36d) and the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.).

Section 2. Purpose.

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

Section 3. Entire Agreement.

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.

Section 4. No Individual Agreements.

There shall be no individual agreements between the Employer and employee(s) that are contrary to the provisions of this Agreement.

**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.

**ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION**

Section 1. Classes Represented.

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at Urbana-Champaign, Illinois:

- Lead Power Plant Operating Engineer
- Principal Power Plant Mechanic
- Power Plant Instrument Technician
- Power Plant Mechanic II
- Power Plant Operating Engineer
- Power Plant Mechanic I
- Power Plant Auxiliary Operator
- Power Plant Mechanic Helper
- Power Plant Utility Operator

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

Section 2. New Classes and Recognition.

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

Section 3. Equal Opportunity.

There will be no discrimination or harassment by either the Union or the Employer against any applicant or candidate for employment or employee because of race, color, religion, sex, national origin, ancestry, age, martial status, disability, sexual orientation, unfavorable discharge from the military, or status as a disabled veteran or veteran of the Vietnam era.

Section 4. Rights of Employer.

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

Section 5. Protected Activity.

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

Section 6. Union Activity.

The Union, it's members, or any other employee covered by this Agreement will not discuss and/or solicit membership or carry on Union activity on University premises with employees of the Employer during working hours unless given express prior approval by the Employer to do so. A Union Steward, with permission of proper authorities, may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules.

Section 7. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this ARTICLE III.

ARTICLE IV WAGES

Section 1. Method of Establishment of Wages.

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

Section 2. Effective Date of Wages.

Wages established in this Agreement shall become and remain effective as set forth in Appendix "A," attached hereto and a part hereof. For this agreement, both Parties to this Agreement that wages will be adjusted on July 1, 2012 by the percentage increase announced by the University of Illinois Urbana-Champaign campus to be the General Salary Policy for Civil Service Employees or by the percentage appropriated by the State of Illinois Legislature for general wage increases for university civil service employees, whichever is greater. This percentage increase will be implemented to all classifications represented in this Agreement provided that all eligibility criteria or parameters for the increase amount are met. The campus salary program for 2012-2013 is 2.5% (two and one half percent).

Section 3. Pay Periods.

- a) Basic straight time hourly wages are to be paid on a bi-weekly basis.
- b) It is understood that due to scheduling, differences may arise in the number of hours actually worked by employees covered hereby in a given calendar period.

Section 4. Wages (Overtime).

- a) All time worked by the workers covered in this Agreement in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week (unless otherwise specified herein) is overtime and will be compensated at time and one-half (1 1/2) the employee's regular hourly rate (as defined by Federal law). Overtime may only be performed pursuant to specific supervisory direction.
- b) When an employee is required to work more than one (1) hour before or after his/her regular shift and contiguous with his/her regular shift, in addition to pay for his/her regular shift, he/she shall receive an hour additional pay at the basic straight time hourly rate in addition to overtime pay, provided that the employee works a full eight-hour (8) regular shift.

Section 5. Wages (Work On Employee's First Scheduled Day Off in the Work Week).

Work done during the employee's first scheduled day off in a work week shall be compensated at the rate of time and one-half (1 1/2) the employee's regular hourly rate (as defined by Federal law). When Sunday is a scheduled day off, it will be considered the second day. (Deviation from Policy and Rules).

Section 6. Wages (Work on Employee's Second Scheduled Day Off in the Work Week).

Work on the employee's second scheduled day off in the work week shall be compensated at two (2) times the employee's regular hourly rate (as defined by Federal law). When Sunday is a scheduled day off, it will be considered the second day. (Deviation from Policy and Rules).

Section 7. Holiday Work and Pay.

- a) When an employee is scheduled to work on a holiday but is excused, he/she shall receive eight hours of pay at his/her basic straight-time hourly rate.
- b) When an employee is scheduled to work and works, he/she shall be paid at the rate of time and one-half (1 1/2) for actual hours worked in addition to eight hours of pay at his/her basic straight time hourly rate.
- c) If a holiday falls on an employees' scheduled day off, he/she shall receive eight hours of pay at his/her basic straight time hourly rate.
- d) When an employee not scheduled to work on a holiday is called-in for work on the holiday, he/she shall be paid at two times the basic straight time hourly rate for actual hours worked in addition to eight hours of pay at his/her basic straight time hourly rate. (Deviation from Policy and Rules).
- e) It is the prerogative of the Employer to determine the number of employees required for holiday operation.

Section 8. Shift Differential.

When an employee is scheduled to work the 4:00 p.m. to 12:00 midnight or the 12:00 midnight to 8:00 a.m. shift, he/she shall receive a sixty cents (\$.60) per hour shift differential for all scheduled hours worked which is part of the employee's regular hourly rate when working these hours. This shall become effective on March 1, 2008.

**ARTICLE V
BENEFITS**

Section 1. Policy.

- a) Employees benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Inter-institutional 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.

- b) While vacations may be scheduled throughout the entire year and employee's preferences will be considered, it is acknowledged that the needs of the Abbott Power Plant must be met first.

Section 2. Holidays.

The University recognizes eleven (11) holidays. These holidays are New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (the fourth Thursday in November), Christmas Day, and five (5) other holidays that are designated by either the President or the Chancellor. These other holidays normally include Martin Luther King, Jr. Day, day after Thanksgiving, two floating holidays and one other holiday designated during the Christmas holiday season. Employees covered by this Agreement will observe these holidays as described in Policy and Rules Rule 8.02.

ARTICLE VI WORKING RULES AND CONDITIONS

Section 1. Conditions of Employment.

Except as specifically provided in this Agreement, no change can be made in the conditions of employment established herein except by negotiation with the Union, and then only in accordance with Policy and Rules, Illinois Statutes, and the Rules governing the State Universities Civil Service System of Illinois which are and shall be specifically included as part of this Agreement. The Office of the Associate Vice President for Administration and Human Resources will invite the Union to submit its views and comments on Policy and Rules changes which it initiates or processes and will consider such views and comments in formulating his recommendations for University decision.

Section 2. Work Day and Work Week.

- a) The Operating Crew shall consist of Power Plant Lead Operating Engineer, Power Plant Operating Engineer, and a Power Plant Auxiliary Operator. The Mechanic Crew shall consist of Power Plant Principal Mechanic, Power Plant Instrument Technician, and Power Plant Mechanics. Power Plant Utility Operators may be assigned to either the Operating Crew or the Mechanic Crew as determined by Management.
- b) Eight (8) consecutive hours which may be broken by (as in ARTICLE VI, Section 3a) or inclusive of (as in ARTICLE VI, Section 3b) a lunch period, shall constitute a day's or night's work. The work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24)-hour periods, and begins at 12:01 a.m. on Sunday. The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. on each calendar day. The full-time work schedule will consist of an eight (8)-hour day, a five (5) day, forty (40)-hour week. Every effort will be made to arrange shifts so that an employee will normally work five (5) consecutive days followed by two (2) consecutive days of rest except as changes in this pattern are necessitated by a change of shift.

- c) Work in excess of the hours stipulated in this Section shall be compensated at overtime rate except as noted in ARTICLE IV. In the event that an employee's work schedule is changed with less than forty-eight (48) hours' notice, then and in that event, he/she shall be paid the applicable overtime rate for the actual hours worked for which he/she had not had forty-eight (48) hours' notice. (Deviation from Policy and Rules).
- d) It is understood that the Employer may utilize employees for overtime work who are available at a time and one-half (1 1/2) rate, rather than utilizing employees who would have to be paid double time.

Section 3. Shifts/Lunch Hours.

- a) Mechanic Crew - The shift hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday or Tuesday through Saturday, inclusive; with a one-half (1/2) hour, unpaid lunch period beginning at 12:00 noon. The lunch period may be changed to some other time if mutually agreed. Regular Day Shift employees covered under this paragraph will receive one (1) fifteen (15) minute rest period during each half shift (4 hours). Such employees shall also receive ten (10) minutes wash-up time prior to lunch time and fifteen (15) minutes wash-up time prior to the end of the shift each work day. However, if operational needs as determined by the Employer, requires establishing shifts other than as stated above; i.e. (4 p.m. - 12 midnight, 12 midnight - 8 a.m.) said shifts shall first be filled on a voluntary basis. If a sufficient number of employees do not volunteer for said shifts the Employer shall assign employees by inverse seniority in each classification.
- b) Operating Crew - The shift hours shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight, and midnight to 8:00 a.m. Employees on the Operating Crew will work on a rotating shift basis. Since the Abbott Power Plant equipment cannot be left unattended, a lunch period will be provided on the job and included as part of the eight hours of work performed by the employee on the shift.

Section 4. Continuous Operation

Operation of the Abbott Power Plant requires continuous service of twenty-four (24) hours per day, seven (7) days per week. The Union recognizes and agrees that the workers it represents will provide the Employer service on a continuous operations basis.

Section 5. Safety.

The University recognizes its responsibility to make all reasonable provisions for the safety and health of employees and to establish a sound operating practice which will result in safe working conditions and efficiency of operations, and to accomplish this, will hold periodic safety meetings. The Union recognizes the responsibility of the individual employee in this regard and each employee is expected to abide by the safety rules (which may be posted) and to follow safe work practices to insure his/her safety as well as that of fellow employees, and to immediately report any unsafe working conditions or work practices to his/her immediate supervisor. Where an unsafe practice or condition

directly affects a member of this bargaining unit, it shall be entered in the log and reported as stated above either in person or through a Union representative. If the matter is not resolved, the Union business representative may take the matter up directly with the Labor and Employee Relations Office.

Section 6. Scheduling.

The Employer shall post a shift schedule for all employees in the Abbott Power Plant. However, when vacations or extended illnesses occur, the Employer may change the shift(s) of swing personnel and/or the work schedule(s) of Utility Operators to meet the needs of the Abbott Power Plant. Work schedules will be posted thirty (30) days in advance.

Section 7. Schedule Changes to Avoid Premium Pay.

No change shall occur in the regular schedule to avoid premium pay for overtime or holiday work. However it is understood that work forces are reduced on holidays without change in shifts.

Section 8. Filling of Vacancies.

- a) A single vacancy on any shift may be filled by upgrading as many people as necessary on that shift. However, the Employer reserves the right to call in, on an overtime basis, personnel in the same classification of the vacant position; or, if necessary, an employee of lower or higher classification than the vacated position.

In the event of more than one (1) vacancy on any shift, the first vacancy may be filled by upgrading as many people as necessary on that shift, and the other vacancy(ies) will be filled when required by calling in, on an overtime basis, an employee of the same classification; or, if necessary, an employee of lower or higher classification than the vacated position. The Abbott Power Plant will be staffed as required to meet operational needs and minimum acceptable safety standards.

- b) It is understood that the Employer may utilize employees for overtime work who are available at a time and one-half (1 1/2) rate, rather than utilizing employees who would have to be paid double time.
- c) When an employee in a lower classification substitutes for an employee in a higher classification for one (1) or more hours on a shift, he/she shall be upgraded and receive the rate of pay for the higher classification. When an employee substitutes in a lower classification, he/she shall receive no reduction in pay.

Section 9. Call-In.

Personnel covered by this agreement called in for work shall have a minimum guarantee of two (2) hours of pay at time and one-half (1 1/2) the regular hourly rate unless said call in is on the employee's second scheduled day off or on a scheduled holiday. In that event, the employee shall receive a minimum of two (2) hours of pay at the rate of two (2) times the regular hourly rate. (Deviation from Policy and Rules). Call-in is defined as an official assignment of work which does not

continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for an employee's convenience does not break the continuance of the shift referred to in the preceding sentence.

Section 10. Employee Responsibility and Obligation Toward Work.

- a) The Union agrees that the personnel it represents in this Agreement will obey all orders of those in authority, and will work in every way to the best interests of the Employer.
- b) The workers covered by this Agreement, through its acceptance by their duly constituted Bargaining Agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

Section 11. Overtime Work.

Recognizing that the services performed by the members of the bargaining unit are essential to the operation of the University, the employees collectively agree to perform any overtime work deemed necessary by the University at the rates established by this Agreement. Once each year, on or before the start of the first payroll period after July 1st, the University will create a new overtime list based upon the employees' descending order of seniority. The overtime list thereafter will be adjusted every two weeks to reflect the overtime worked during that two week period, with the employees being listed in inverse order based upon their cumulated amount of worked overtime. Specifically, the employee with the least amount of worked overtime will be listed first, and the employee with the most worked overtime will be listed last. The University will utilize this list in assigning overtime, taking into consideration each employee's position on the list, their classification, their schedule, and whether the overtime can be assigned without having to pay the employee double his or her regular rate.

Section 12. Layoffs.

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

Section 13. Uniforms.

The Employer agrees to furnish uniforms for the Mechanic Crew only (including operations employees who are working temporarily with mechanic employees during shut down periods) on the basis of two (2) washings per week. Any additional washings will be paid for by the employee requiring the wash. The employee will be responsible for payment of any additional cost to the Accounting Section of the Operation and Maintenance Division.

Section 14. Power Plant Policies.

All policies of the Abbott Power Plant which are applicable to bargaining unit employees shall be issued in writing and posted, or issued to each bargaining unit employee.

Section 15. Training

The Employer and Union agree that it is in the best interest of bargaining unit employees and the Employer for bargaining unit employees to be trained for jobs in classifications other than the employee's own classification. Therefore all employees in lower classifications in the Mechanic Crew will be offered training in higher classified jobs in the Mechanic Crew and all employees in lower classifications in the Operating Crew will be offered training in higher classified jobs in the Operating Crew. Utility Operators may be offered training in either or both of these crews. Employees in higher classified jobs will be required to maintain proficiency in previously held lower rated classifications, provided that necessary continued training is given, and will also be required to take any training necessary to maintain such proficiency. This training will occur when practicable, as determined by the Employer, and will not be required to be conducted on an overtime basis.

ARTICLE VII DRUG AND ALCOHOL TESTING

Section 1. General Statement Regarding Drug and Alcohol Testing

The University and Union place a high priority on the safety and well being of all employees, students, and visitors. It is the responsibility of all employees to provide for safety in the environment and operations under their control and to consult campus offices responsible for security, health, and safety about safety issues in the campus environment. The use of illegal drugs and abuse of legal drugs and alcohol by employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. The University will comply with applicable laws and will implement programs to insure that employees are fit for duty and do not jeopardize the health and safety of themselves and others through misuse of drugs and alcohol.

Section 2. Prohibitions

Employees shall be prohibited from:

- a) Consuming, possessing, or being under the influence of alcohol on duty; performing work activities while having an alcohol concentration of 0.04 or greater; refusing to submit to an alcohol test; and using alcohol until after a required post-accident test;
- b) Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, except with the approval and guidance of a licensed physician;

- c) Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee with respect to the employee's fitness for work;
- d) Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted

A) Required Tests

Testing for alcohol/drug use is required under four(4) different situations including:

- 1) Post-Accident: Conducted after accidents involving employees whose performance could have contributed to the accident which results in personal injury and/or property damage. The University may rely on the results of breath, blood, or urine tests administered by health officials to determine the presence of alcohol or controlled substance.
- 2) Reasonable Suspicion: Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs and when a supervisor observes an employee behavior or appearance that is characteristic of alcohol/drug misuse during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.
- 3) Return to Work: Conducted when an employee who has violated any prohibited alcohol/drug conduct standard returns to work.
- 4) Follow-up: The employee is subject to at least six (6) unannounced follow-up tests during the first 12 months after he/she returns to duty.

B) Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

- 1) Use only a clinical laboratory or hospital facility that is certified and monitored by the Department of Health and Human Services and that has been accredited by the National Laboratory Certification Program (NLCP);
- 2) Drug testing is conducted by analyzing an employee's urine specimen or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. The analysis is performed at laboratories for the following drugs: (1) Marijuana (THC metabolite) (2) Cocaine (3) Amphetamines (4) Opiates (including heroin), and (5) Phencyclidine (PCP). The testing is a two-stage process. First, a screening test is conducted. If it is positive for one or more of the above drugs, then a confirmation test is conducted for each identified drug;

- 3) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement, nor a member of management, shall be permitted at any time to become a part of such chain of custody;
- 4) Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected alcohol concentration;
- 5) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;
- 6) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by NLCP of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the employer in writing within twenty-four (24) hours of receiving the result of the tests;
- 7) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol;
- 8) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 be considered positive. An employee who has a confirmed alcohol concentration when tested of 0.04 or greater must be removed from University work activities for 24 hours;
- 9) Provide each employee tested with a copy of all information and reports received by Employer in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Employer and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;
- 10) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 4. Removal from Duties

- a) An employee who is found to have engaged in prohibited alcohol conduct, as referenced in Section 2 (Prohibitions), will be removed immediately from work activities. Such an individual cannot resume work until he/she (1) is evaluated by a substance abuse professional, (2) complies with any treatment recommendations, and (3) tests negative in a follow-up test.
- b) Any employee who has a positive result on the confirmation drug test will not be permitted to resume duties until he/she (1) is evaluated by a substance abuse professional, (2) complies with any recommended rehabilitation, and (3) tests negative in a follow-up drug test.
- c) Employees who must be removed from duties for prohibited conduct involving drugs or alcohol are subject to discipline and/or mandatory rehabilitation program. Referral for substance abuse problems is available through employee assistance and group insurance programs. Employees who are removed from duties due to suspicion of alcohol/drug abuse may be placed on approved leave of absence with pay, pending outcome of testing and determination of appropriate action, in accordance with Policy and Rules Rule 16.063, Disciplinary Action.

Section 5. Confidentiality of Test Results

All alcohol/drug testing results and records are maintained under strict confidentiality by the Employer, drug testing laboratory, medical review officer, and, where applicable, the substance abuse professional. Negative and positive drug and/or alcohol test results will be disclosed to the employee's department and other University officials on a "need to know" basis. Such materials will not be released to third parties without the written consent of the employee. Exceptions include any decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

Section 6. Refusal to Test

The refusal to test, engaging in conduct that clearly obstructs the testing process, or failure to provide a release will result in the employee being removed from performing duties, not being allowed to perform duties for the University, and may be cause for discipline, including discharge.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Agreement. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees

retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 8. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay or may require the employee to use accumulated sick leave and vacation if, in the opinion of the Employer, the employee is then unfit for duty in his/her current assignment. The Employer shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated sick leave and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol. The foregoing shall **not** be construed to create an obligation on the Employer to continue to accommodate an employee for subsequent voluntary requests for assistance.

Section 9. Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the employer, as provided for in Section 8. The foregoing is conditioned upon:

- a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;
- b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including an "after-care" plan;
- d) The employee agrees to submit to random testing during work hours of work for up to one (1) year;
- e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

Section 10. Discharge

The University of Illinois may initiate action to discharge an employee for:

- a) Violation of any of the prohibitions of Section 2 above;
- b) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;
- c) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement;
- d) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after a previous finding of illegal drug use or improper alcohol use resulting in a sanction less than discharge;
- e) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall **not** be construed as an obligation on the part of the Employer to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could ~~be~~ constitute a direct threat to the property or safety of the general public.

**ARTICLE VIII
PARKING**

Bargaining Unit employees who choose to purchase parking will pay 0.8% (eight tenths of one percent) of their respective annual base wage (all part-time employees who choose to purchase parking will continue to pay the applicable full-time rate) effective within 30 days of the execution of this agreement and continuing for the term of this agreement.

**ARTICLE IX
PERFORMANCE MANAGEMENT**

Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that

for the term of this agreement the parties are committed to the performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be both positive and corrective in nature. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

Formal Corrective Action

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

Discharge

The Employer reserves the right to skip any and all informal and formal steps due to seriousness of infraction or due to pattern of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal Corrective Action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal Corrective Action will be issued as soon as practicable after the Employer became aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than thirty (30) days after the action or event occurred.

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

Section 2. PPP Guidelines and Materials

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

Section 3. Manner of Issuing Corrective Action

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

Section 4. Pre-disciplinary Meeting and Notification

When the employer is contemplating formal corrective action, a pre-disciplinary meeting will be held. The employer will provide at least three (3) working days written notice to the employee prior to said meeting, except in cases of emergency, which the employer alone may define. Said notice shall contain date, time and location of meeting, specific reason, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative

shall be given the opportunity to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Notification of Corrective Action

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

Section 6. Historical Information

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

- a. Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period
- b. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period
- c. Decision Making Leave – Twenty-four (24) months; provided no other formal corrective action during this time period

Section 7. Right to Appeal

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

**ARTICLE X
GRIEVANCE AND ARBITRATION**

Section 1. General Provisions.

- a) Definition - A grievance is defined as a complaint by an employee or the Union which alleges a violation of a section or sections of this Collective Bargaining Agreement.
- b) Grievances will be processed as set forth in the following sections of this ARTICLE. This includes employee grievances filed under the provisions of 115 ILCS 5/3(b) of the Illinois Educational Labor Relations Act.
- c) Grievances relative to suspension are controlled by the provisions of paragraph "b" of this Section 1. Grievances relative to discharge and demotion are controlled by the provisions of State Universities Civil Service System - Statute and Rules.

Section 2. Time Limits to File.

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

Section 3. Procedure.

- a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union Steward may attend this grievance meeting.
- b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of Facilities and Services within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Director of Facilities and Services shall study the grievance and respond in writing within seven (7) calendar days. This response will be the final position of the Director of Facilities and Services.
- d) If the grievant or the Union wishes to appeal from the decision of the Director of Facilities and Services, it shall do so in writing within seven (7) calendar days of the date of receipt of said decision. The appeal shall be directed to the Campus Chancellor, or his 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 of the date of receipt of such Decision. The appeal shall be directed to the Director of Human Relations and Equal Opportunity in the Office of the President.
- g) The Director of Human Relations and Equal Opportunity in the Office of the President, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director of Human Relations and Equal Opportunity'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) 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 seven (7) days from receipt of the appeal.
- h) If the grievant or Union 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 Office of the Associate Vice President for Administration and Human Resources.
- i) The foregoing time limits may be 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 representative of the appealing party will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators. The Arbitrator will be selected from this panel within ten (10) work days. The Employer and the representative of the appealing party 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 party who appealed to arbitration, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the appealing party; 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.

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

ARTICLE XI LABOR-MANAGEMENT CONFERENCE

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 Procedures provided in Article VIII, 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 will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda of the issues to be discussed prior to the scheduled conference. The number of employee participants in the conference will be mutually agreed in advance. Attendance by employees at such conferences during the employee's regular working hours shall be without loss of pay. Employees must receive advance approval to participate in and/or attend such conference. Such approval shall not be unreasonably denied.

ARTICLE XII SENIORITY

Section 1. Service and Seniority.

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

Section 2. Rosters.

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

ARTICLE XIII JURISDICTION

Section 1. Jurisdiction of Local 399 and Province of Unions.

- a) The Employer recognizes the jurisdiction of Local 399, International Union of Operating Engineers, as handed down by AFL-CIO is as follows:

"All persons engaged in supervising, controlling, operating, or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of motive power); the subdivision of all mechanical operation and any and all appurtenances connected with and used in power driven engines and units connected with an operating water, filtration and chlorine plants; hoisting and portable machines and engines used in or upon wrecking, digging, boring, and building and erecting foundations, streets, road building, construction (including grading and repair); all machines used to sweep, clean, and remove debris and snow from streets and roads; all boilers irrespective of size used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; and any and all operating repairs necessary for proper and continuous operation of all plants, machinery, and engines."

- b) It is further understood that the Employer shall be under no obligation to enforce the above-stated jurisdiction of Local 399, International Union of Operating Engineers, with respect to, or in connection with, existing work situations and assignments.
- c) However, in case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled between the Local Unions concerned within sixty (60) days following such disputes provided however this time limit shall not be binding if the dispute requires the involvement of an International Union or other Union affiliated agency in resolving the dispute. The Employer will not make any change in an already established work assignment practice until there has been an agreement on the parts of all Unions concerned that such changes are in accordance with their mutual consent.
- d) 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 in every possible way the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned, pending agreement. If, however, it is of

a nature that stoppage of which would not cause inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

- e) The Employer reserves the right of decision, pending settlement among the Unions concerned as to the work assignment and such decision will be based not only on the Union Agreements as above mentioned, but also on local prevailing practice covering the work.

ARTICLE XIV NO STRIKE OR LOCKOUT

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages or slow downs, or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, and/or condone any such activities.

Section 2. No Lockout.

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

ARTICLE XV DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

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

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 of the Illinois Educational Labor Relations Act (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 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 unit, who choose not to become members within 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 and shall be forwarded to the Union along with the deductions provided for in Section 1 of this 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 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 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 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 nonreligious 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 deduction.

Section 5.

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

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.

**ARTICLE XVI
PERIOD COVERED, STATUS DURING NEGOTIATIONS
AND COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This Agreement shall be effective at the start of the first shift beginning after 12:01 a.m., July 1, 2012, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 midnight, June 30, 2013. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to its expiration date

of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay thirty (30) days thereafter.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days' written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this the 13th day of February, 2013.

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

Brian E. Hickey
Brian E. Hickey, President and
Business Manager

Frank Hopkins
Business Representative

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: Walter Knorr 2/14/13
Walter Knorr, Comptroller Date

APPROVED: Maureen Parks 2-13-13
Maureen Parks Date
Associate Vice President for
Human Resources

Elyne Cole 2/12/13
Elyne Cole Date
Associate Provost for Human Resources

Leslie Arvan 2/11/13
Leslie Arvan, Chief Negotiator Date

APPROVED AS TO LEGAL FORM:

Jan A. Smith 2/13/13
For Legal Counsel Date

SUPPLEMENTAL WAGE APPENDIX "A"
TO THE
AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 399
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

WHEREAS THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, entered into a Labor Agreement effective July 1, 2012 through June 30, 2013;

Hourly wage rates effective July 1, 2012 will be as specified below:

	Hourly Rate Effective Date <u>07/01/12</u>
Lead Power Plant Operating Engineer	32.79
Principal Power Plant Mechanic	32.79
Power Plant Instrument Technician	32.79
Power Plant Mechanic II	30.32
Power Plant Operating Engineer	30.32
Power Plant Mechanic I	27.88
 Power Plant Auxiliary Operator	 27.88
 Power Plant Mechanic Helper and Power Plant Utility Operator	
1 st year	17.55
2 nd year	19.25
3 rd year	20.90
4 th year & over	23.76