

# AGREEMENT

by and between

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

and

**LOCAL UNION NO. 134 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

Effective from June 1, 2005 to May 31, 2010 (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 Union No. 134 of the International Brotherhood of Electrical Workers, 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 (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.

## **ARTICLE II LIMITATIONS**

### Section 1. Limitations.

- a) This Agreement is subject to: (1) applicable Federal and State laws as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System 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 provisions of the 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.

Pursuant to certification of the I.E.L.R.B. (Case number 89-RC-0014-C) the Employer recognizes Local Union #134 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the following unit: All electricians, electricians (foremen), electricians (general foremen) and electricians (supplemental foremen). This includes employees classified as Electrical and Electronic Instruments and Controls Mechanic and also Electrical and Electronic Instruments and Controls Mechanic (foremen).

#### 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 negotiation unit recognized by this Agreement.

#### Section 3. Equal Opportunity.

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment because of race, creed, color, national origin, religion, sex, age, marital status, disability, unfavorable discharge from the military, or status as 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 the 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.

#### 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.

- a) The Union and its members will not solicit membership or carry on Union Activity on University premises with employees of the Employer during working hours. Union Stewards, with permission of his/her non-bargaining unit supervisor, General Foreman or Foreman may leave his/her assigned work to investigate a grievance, to present matters according to Policy and Rules or to check for prevailing rate compliance of contractors performing work covered by Union jurisdiction. Such permission will not be unreasonably denied.
- b) Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this Agreement.
- c) Upon approval by the Employer, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:
  1. Notices of Union meetings;
  2. Notices of Union election;
  3. Notices of Union appointments and results of Union elections, and any others which the Employer may approve from time to time; the number of copies which the Union wishes to have posted, plus one, will be filed with the Employer's Labor Relations Office.

Section 7. Notification of Recognition.

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  
SEPARABILITY CLAUSE**

In the event that any of the provisions of this Agreement shall conflict with any Federal law or law of the State of Illinois, such provision(s) shall be deemed to be modified to comply with such laws and the remaining portions of this Agreement shall remain in full force and effect.

**ARTICLE V  
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.

## Section 2. Effective Date of Wages.

Wages established in the Agreement shall become and remain effective as specified in Appendix "A", attached hereto and a part hereof, except as otherwise provided herein.

## Section 3. Hourly Rates.

The hourly wage rate for classifications within the bargaining unit shall be the prevailing wage established pursuant to the requirements of 110 ILCS 70/36d which excludes any and all fringe benefits. The agreed prevailing wage shall be as set forth on Appendix "A" to this Agreement; attached hereto and a part hereof. A new Appendix "A" will be executed by the parties based upon changes to the prevailing wage during the term of this Agreement.

## **ARTICLE VI**

### **HOURS OF WORK, OVERTIME, CALL OUTS AND PREMIUM PAY**

#### Section 1.

The first shift of the working day for bargaining unit employees shall consist of eight (8) consecutive hours to start at 7:00 a.m., and end at 3:30 p.m. (including a non-paid one half (1/2) hour lunch period) for five (5) consecutive days Monday through Friday. The second shift of the working day for bargaining unit employees shall consist of eight (8) consecutive hours to start at 3:00 p.m. and end at 11:00 p.m. including a paid one half (1/2) hour lunch period. The foregoing starting and quitting times may be changed by mutual agreement between the operating unit and the union. A ten percent (10%) premium will be paid for all hours worked on the second shift.

A weekend schedule commencing on Saturday and ending on Wednesday has been established. Work on this schedule will be voluntary for bargaining unit employees on the payroll April 23, 1995. If there are no volunteers for this schedule from bargaining unit employees on the payroll April 23, 1995, the schedule will be filled by new hires. The weekend schedule will consist of first and second shift as defined above including a non-paid one half (1/2) hour lunch period for the first shift and a paid one half (1/2) hour lunch period for the second shift. A ten percent (10%) premium will be paid for all hours worked on the weekend schedule. The weekend schedule will be limited to the UIC Medical Center.

Electrician and EEICM bargaining unit employees will have at least one (1) shift pick (1<sup>st</sup> shift and 2<sup>nd</sup> shift, weekend schedule) each calendar year. However the needs of the service may cause the Employer to hold such shift picks more often. The shift pick will be from shifts which are posted by the Employer. Ability and qualifications being sufficient, seniority shall prevail in awarding shifts. If a posted shift is not bid on, such shift will be assigned to the least senior employee who has sufficient ability and qualifications.

Employees hired after April 23, 1995 for the weekend schedule will be eligible to bid on a Monday-Friday schedule on the basis set forth in the preceding paragraph. If the bid is successful and results in a junior employee being required to work the weekend schedule(s), such junior employee will be trained to perform all the work required if such training is necessary. In no event will an employee on the payroll prior to April 23, 1995 be required to work a weekend schedule.

#### Section 2.

For the first and second Monday-Friday work shifts all work performed outside the regularly scheduled working hours and on Saturday up to 3:30 p.m. (except as otherwise provided herein) shall be paid for at one and one-half (1 ½) times the regular straight time rate of pay. All work performed after 3:30 p.m. Saturday to the designated starting time on Monday, and all recognized holidays, shall be paid for at double the regular straight time rate of pay.

For the weekend shift(s) all work performed outside the regularly scheduled working hours will be paid at the applicable overtime provisions of the Agreement.

Paid holidays are set forth in Policy and Rules and as designated by the Chancellor at the University of Illinois at Chicago will be observed as follows:

#### HOLIDAYS

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Jr. Birthday  
Memorial Day, Observed  
\*Four Chancellor Designated Holidays

\*In addition to the calendar holidays set forth above, employees are also eligible for four (4) "floating holidays" during the fiscal year. These holidays will be observed and selected as set forth in the Chancellor's Executive Notice.

#### Section 3.

Double the regular hourly rate of pay shall be paid for all work performed on the above seven (7) designated holidays, or days celebrated as such, plus the regular holiday pay. An employee who is called to work from his/her residence on his/her floating holiday will receive four (4) hours pay at double time, or the number of hours worked at double time, whichever is greater, in addition to floating holiday pay. (Deviation from Policy and Rules.)

#### Section 4.

All overtime work required after the completion of a regular shift shall be at one and one-half (1 1/2) times the regular hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

#### Section 5.

- a) When employees have left the premises after having completed their regularly scheduled day's work, and are called back to work, they shall receive a minimum of four (4) hours pay at the appropriate overtime rate. If an employee is called or scheduled to work three (3) or less hours prior to his/her normal starting time, they will be paid at the appropriate overtime rate for all work performed prior to the normal starting time.
- b) The number of employees and classification of employees required to perform a call-back (or scheduled overtime) will be the same as the number of employees and classification of employees required to perform the same task during the regular scheduled work day. Exceptions, as determined by safety considerations, may be made by the foreman.
- c) There shall be a foreman present on all call-back work (or scheduled overtime) where there are three (3) or more other bargaining unit employees present on the assignment. The foreman shall receive a minimum of one (1) hour pay at the appropriate overtime or premium hourly rate for handling call-backs when the job does not require his/her presence at the job site. Where there are three (3) or more other bargaining unit employees present on the assignment, the foreman shall devote his/her time to supervision of the work and shall not be required to work with the tools.

#### Section 6.

When employees are sent to work outside the jurisdiction covered by this Agreement, all transportation expense must be paid by the Employer and board must be paid by the Employer if employees are required to remain away from home overnight.

#### Section 7. Overtime Distribution and Equalization.

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees. (Electrician distribution of overtime and Electrician Foreman/General Foreman distribution of overtime is separate from one another at Physical Plant.) Overtime shall be in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself. This paragraph will be administrated on the basis of one (1) overtime list for Physical Plant and one (1) overtime list for Telecommunications.

For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the Foreman or General Foreman determine that the senior eligible employee is not fully qualified to perform the work. The Steward, Foreman, Supplemental Foreman and General Foreman will cooperate so that the overtime is distributed as equally as possible.

## **ARTICLE VII WORKING CONDITIONS**

Section 1. Punching In and Punching Out.

Employees must punch in on a time clock, no earlier than five (5) minutes prior to the start of the work shift; and out, no later than five (5) minutes after the end of the work shift. Each employee must punch only his/her time card and is not authorized to punch any time card other than his/her own time card.

Section 2. Tardiness.

Tardiness is defined as punching in after the scheduled start of an assigned work shift unless the employee has received approval to start late at least one (1) workday in advance of the "late start" workday. Tardiness will be penalized by a deduction of time from the employee's standard work shift as follows:

<u>MINUTES LATE</u>	<u>TIME DEDUCTED</u>
1 to 6 minutes	.1 of an hour
7 to 12 minutes	.2 of an hour
13 to 18 minutes	.3 of an hour
19 to 24 minutes	.4 of an hour
etc.	etc.

Foremen may approve requests to use personal leave time to make up the time deducted. Frequent tardiness (i.e. more than five (5) unexcused within a three (3) consecutive month period including any for which personal leave time has been approved) will be subject to disciplinary action.

Section 3. Rest Periods.

A ten (10) minute paid rest period will be allowed at a time when the foreman or other supervisor determines the rest period will not affect the work in progress. These rest periods (one each half shift) will be published and will be given as near to the mid-half shift as practicable, subject to operational requirements. Such rest periods may not be cumulative or made the basis for a late starting or early quitting time. Any deviations will require prior approval from the foreman or other supervisor.

Section 4. Lunch Periods.

Lunch periods will be scheduled as near to the middle of the shift as practicable. The specific time of the lunch period will be posted and determined by the starting time. Employees may not leave the assigned work area prior to the start of the lunch period and must return to the assigned work area thirty (30) minutes thereafter. Any deviation will require prior approval from the foreman or General Foreman. If the foreman or General Foreman is not available the employee must leave a message with the Superintendent of Buildings' Office stating when the lunch period will be taken.

Section 5. Wash-Up Time.

A ten (10) minute wash-up time may be allowed at the discretion of the employee's foreman or other supervisor. The wash-up time will be immediately prior to quitting time. Wash-up time may not be used for shortening the scheduled work period.

#### Section 6. Use of Vacation and Personal Leave.

Vacations should be scheduled at least ten (10) work days in advance. Personal leave requests of two (2) days or less are to be considered for approval by the foreman on an individual basis.

#### Section 7. Clothing.

Employees will be required to wear in a professional manner certain clothing prescribed by the Employer. The Employer shall furnish such clothing as necessary and replace same as necessitated by normal wear and tear and then only after inspection and approval by the Employer. At the time of termination of employment such clothing must be returned to the Employer. Employees will launder and maintain such prescribed clothing if directed to do so by the operating unit.

#### Section 8. General Items.

##### a) Identification Cards.

Valid University identification cards are to be worn or carried by employees during all working hours.

##### b) Leaving Assigned Work Area.

Whenever possible, only one (1) employee shall leave a work area to procure materials or equipment. All other employees are required to remain working in the work area.

##### c) Use of University Property.

University property may not be used for personal reasons or removed from the premises unless proper authorization forms have been completed and approved in advance. Personal telephone calls are limited to emergencies.

##### d) Use of University Vehicles.

University vehicles must be used for University business only and are not to be driven off the UIC campus for lunch, breaks, or any other reason unless prior approval has been granted by the foreman or other supervisor. Employees driving UIC vehicles are responsible for the payment of any traffic and/or parking citations. Upon the receipt of a ticket, the employee must immediately notify his/her foreman or other supervisor.

e) Use of Personal Vehicles.

The operation of personal vehicles during the scheduled workday is prohibited, except during the scheduled lunch period or as approved beforehand by the foreman or other supervisor.

f) Work-Day - Awaiting Assignment.

Employees who are waiting for assignment or information should be involved in productive activity, e.g. maintenance of tools, equipment, shop area, etc.

g) Facilities.

The Employer agrees to provide a place to eat, wash up and change clothes. It shall be heated in the winter and be large enough to accommodate employees and their tools.

**ARTICLE VIII  
BENEFITS**

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional Reciprocity) will be as set forth in Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

Section 2. Benefits - Vacation and Personal Leave.

The Parties agree that each employee shall earn Vacation and Personal Leave at the rate which is shown opposite his/her service years, as specified in Policy and Rules, - (Schedule A) below:

**SCHEDULE A**

<u>At Least</u>	<u>Not More Than</u>	<u>Rate Earned per Hour of Pay Status Service (Exclusive of Overtime)</u>	<u>Approximate Leave Days Earned in One Year</u>
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
	14 -	.0962	25

Section 3. Vacation Selection.

In case of conflict between employees on the same overtime seniority list in selection of vacation periods, the request of the senior employee on such list shall prevail.

#### Section 4. President's Gift 1/2 Day.

When Christmas falls on a Tuesday through Friday, employees will be excused with full pay for one-half (1/2) day on December 24, pursuant to Policy 11, Rule 11.12 of Policy and Rules.

#### Section 5. Vacation Pay and Sick Leave Pay - Second Shift and Weekend Schedule

Employees who are permanently assigned to work the second shift and employees who are permanently assigned to work the weekend schedule will have the ten percent (10%) premium included in their vacation pay and sick pay. (Effective May 1, 1997).

### **ARTICLE IX GRIEVANCE PROCEDURE**

#### Section 1. General Provisions.

- a) Definition - A grievance is defined as a complaint by an employee or the Union arising in the course of employment by the Employer, which alleges a violation of a section or sections of Policy and Rules (including any amendment(s) made during the term of this Agreement), or which involves the application or interpretation 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 thirty (30) calendar days following the date the grievance is alleged to have occurred or within thirty (30) calendar days from the date upon which the facts giving rise to the grievance first became known. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

#### Section 3. Procedure.

- a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union Steward may attend this grievance meeting.

- b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of the affected Operating Unit within five (5) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Operating Unit Director shall study the grievance and respond in writing within ten (10) calendar days. This response will be the final position of the Operating Unit Director.
- d) If the Union wishes to appeal from the decision of the Operating Unit Director, it shall do so in writing within five (5) calendar days of the date 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 ten (10) calendar days after receipt of the appeal if no hearing is conducted, or within fifteen (15) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his designee.
- f) If the Union wishes to appeal from the decision of the Campus Chancellor, or his designee, it shall do so, in writing, within five (5) calendar days of the date of such Decision. The appeal shall be directed to the Director of Human Relations and Equal Opportunity.
- g) The Director of Human Relations and Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director's discretion) conducting a hearing to determine all relevant facts. All parties to the grievance will be given an opportunity to be present at any such hearing to present arguments and evidence to support their position. If a hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a written decision on the grievance within fifteen (15) calendar days from the date of the close of the hearing. If no hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a decision within ten (10) calendar days from receipt of the appeal.
- h) The foregoing time limits may be extended by mutual agreement.
- i) If the 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 ten (10) calendar days. The written request shall be directed to the Associate Vice President for Administration and Human Resources.

#### Section 4. Arbitration.

- a) The Union's written request for arbitration shall name the Union member of the Arbitration Board. The University will name its member of the Arbitration Board within five (5) calendar days. These two (2) Arbitration Board members will attempt to mutually agree on a third Arbitration Board member, who shall be the Chairman of the Board of Arbitration. If they fail to do so within five (5) calendar days, the Arbitration Board Chairman shall be selected as set forth below.

- b) A joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service or the Illinois Educational Labor Relations Board. This joint request will be for a panel of seven (7) arbitrators. The Chairman of the Board of Arbitration will be selected from this panel within ten (10) calendar days. The Employer Board Member and the Union Board Member shall alternately strike six (6) of the seven (7) names. The remaining name shall serve as Chairman of the Board of Arbitration.
- c) If the Chairman of the Board of Arbitration is unavailable or declines to serve, the foregoing procedure shall be repeated.
- d) Cost of Arbitration, including the fee of the Chairman of the Board of Arbitration, shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred by its own Arbitration Board Member or for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration Hearing.
- e) The Board of Arbitration shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employee.

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

## **ARTICLE X SENIORITY**

### Section 1. Service and Seniority.

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

### Section 2. Seniority Lists.

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

### Section 3. Partial Layoffs.

- a) Nothing in this Article shall prevent the Union and Employer from mutually agreeing to a program of spreading the work within an Operating Unit, in the event of a scheduled layoff of one (1) or more employees within such Operating Unit.
- b) The Employer may contract out work as long as it does not result in either lay-off or part-timing of employees covered by this Agreement. This clause will apply separately to Physical Plant and Telecommunications.
- c) Procedures for assignment of Minor Remodeling Projects in correspondence submitted to the Union and dated November 14, 1989 are part of this Agreement.

(Portions of this Article may be a deviation from Policy and Rules)

## **ARTICLE XI POSTING OF JOB OPENINGS AND VACANCIES**

### Section 1. Openings Within the Bargaining Unit.

When job openings or vacancies for Foreman or General Foreman occur, the Employer will post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of seven (7) calendar days prior to submission of the employment requisition to fill each position.

### Section 2. Openings Outside the Bargaining Unit.

Non-Bargaining Unit openings are posted in the Campus Personnel Office and also are published in Campus Publications. Bargaining Unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

### Section 3. Awarding of Posted Jobs.

The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules - Section 250.50 and Section 250.60 (January 1996 Publication).

## **ARTICLE XII SAFETY**

All employees are expected to utilize safety equipment when required and furnished. Employees will receive necessary training prior to the use of such equipment. The Employer agrees to make adequate provisions for the safety and health of employees covered by this Agreement during the hours of their employment and will meet such provisions of the State of Illinois OSHA ACT, as amended, which are applicable to the University.

Therefore, the University will establish and publish appropriate safety policies and procedures, including but not limited to working with 480V or greater potential circuits, transfer switches and manlifts or in tunnels and other potentially hazardous areas. The Employer agrees to assign at least two (2) employees to jobs which require two (2) or more employees to comply with applicable safety regulations as determined by the General Foreman or Director of Physical Plant or his/her designee.

Disputes regarding the assignment of two (2) or more employees to jobs will be documented by the steward and forwarded to the Director of Physical Plant or his/her designee.

**ARTICLE XIII  
WORK JURISDICTION**

Section 1.

Work normally done by employees covered hereunder shall not be performed by non-bargaining unit supervisory or salaried employees of the Employer, except for the purpose of instruction, or in cases of emergency.

Section 2.

In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned, without any work stoppage, and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute. The Employer will honor the resolution reached by the disputing unions to the extent permitted by law and the other provisions of this Agreement.

**ARTICLE XIV  
DUES DEDUCTION AND FAIR SHARE**

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from the majority of bargaining unit employees, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary 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, or fair share fees, in writing, at least thirty (30) calendar days prior to the effective date.

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 of the Illinois Educational Labor Relations Act the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this Article, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of 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 involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

### Section 5.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

### Section 6.

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

### Section 7.

In the event that the I.E.L.R.B. Rules referred to in Section 3 of This Article lapse or become inoperative for any reason, then the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

**ARTICLE XV  
NO STRIKE OR LOCKOUT**

Section 1. No Strike.

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

Section 2. Employer/Employee Rights.

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of the Article.

Section 3.

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

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

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., June 1, 2005 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), May 31, 2010. 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 May 31, 2010 of a desire to modify or terminate it, in which event negotiations will be undertaken no later than 30 days thereafter without undue delay.

Section 2. Status During Negotiations.

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

Section 3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above shall commence negotiations by submitting a 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 \_\_\_\_\_ day of \_\_\_\_\_, 2005.

LOCAL #134, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Associate Vice President for  
Administration and Human Resources

\_\_\_\_\_  
Vice Chancellor for Administration

\_\_\_\_\_  
Chief Negotiator

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
For University Counsel (date)