

# **A G R E E M E N T**

**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 August 27, 2007 to August 30, 2009 (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 of the Illinois Statute creating 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. The Employer agrees to inform the Union ten (10) days prior to such amendments whenever possible.

- b) In the event of conflict among any of the foregoing and any provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- c) Previous agreements and commitments by and between the parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement. Any subsequent amendments to this Agreement must be in written form and signed by authorized official(s) of each party.

### **ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION**

#### Section 1. Classes Represented.

“ Pursuant to Certification of the IELRB (case numbers 84-RC-0189C and 84-RC-0190C)

and pursuant to unit clarification petition (case no. 85-UC-0013-C) and Certification of the IELRB (case No. 99-RS-0010-C) the Employer recognizes Local Union #134 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the four (4) following units:

Unit 1. All employees in the classification of Building Automation Technicians excluding all other employees described under the I.E.L.R.A. (supervisors, managers, confidential employees, short-term employees and students as defined by the I.E.L.R.A.).

Unit 2. All employees in the classification of Audio Visual Aide Technicians I, II, III and Chief Instructional Media Systems Engineers excluding all other employees described under the I.E.L.R.A. (supervisors, managers, confidential employees, short-term employees and students defined by the I.E.L.R.A.).

Unit 3. All employees in the classification of Assistant Chief Closed Circuit Television Engineer excluding all other employees described under the I.E.L.R.A. (supervisors, managers, confidential employees, short-term employees and students defined by the I.E.L.R.A.).

Unit 4. All employees in the classifications of Laborer Electrician and Laborer Electrician Foreman.

The foregoing four (4) units of employees are as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at the University of Illinois at Chicago.

This exclusive representation is for purposes of determining through collective bargaining appropriate ranges of compensation;, rates of compensation, hours of employment or other conditions of employment as defined in the Illinois Educational Labor Relations Act 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 negotiation units 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 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.

#### 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. A Union Steward, with permission of his/her supervisor, may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules. 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 elections;
  - 3. Notices of Union appointments and results of Union elections,

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

Section 7. Notification of Recognition.

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. The Union shall be notified by the Employer of the name and address of any new employee hired in any of the classes covered by this Agreement.

Section 8. Bargaining Unit Information.

- (a) On a monthly basis the Employer will provide the Union with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves, return from leaves, and terminations.
- (b) Additional Bargaining Unit Information.

Upon request, the Employer will supply the Union with a list of bargaining unit members; showing name, FTE, classification, assigned department, campus address, date of hire and seniority. This shall be supplied not more than twice per year.

**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 of Illinois.

### Section 2. Effective Date of Wages.

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

### Section 3. Promoted Employees.

If an employee is promoted to a higher classification, he/she will be placed on the hourly pay step which is next highest to the employee's hourly rate at the time of the promotion, and such employee will then have a new "anniversary" date in classification and will advance to the next highest step each twelve (12) months thereafter.

### Section 4. Effective Date of Step Increases.

Length of service step increases will become effective at the beginning of the pay period in which the "anniversary" date in classification occurs.

### Section 5. Effect of Step Freezes.

- a) Time worked during the period commencing September 25, 1987 and ending August 26, 1989 and also the period commencing August 26, 1990 and ending August 23, 1997 will not be counted toward completion of annual requirement for movement to the next highest periodic step.
- b) Employees hired prior to September 25, 1987 will retain their same anniversary dates. Employees who are new hires and/or are reclassified or promoted after September 25, 1987 will have a new anniversary date, for wage progression purposes, of August 26, 1989.

**ARTICLE VI**  
**HOURS OF WORK, OVERTIME, CALL OUTS AND PREMIUM PAY**

Section 1. Work Day. Audio Visual Aid Technician I, II and III, Building Automation Technician I and II, Assistant Chief Closed Circuit TV Engineer and Chief Instructional Media Systems Engineer.

The normal workday shall consist of seven and one-half (7 1/2) hours with a starting time no earlier than 7:00 a.m. and no later than 9:00 a.m. Up to one (1) hour of unpaid lunch period will be granted by the Employer. The starting time may be changed up to one (1) hour only by mutual agreement between the Employer and the employee.

Section 1 A – Work Day.- Laborer Electrician and Laborer Electrician Foreman.

The normal workday shall consist of eight (8) hours from 7:00 a.m. to 3:30 p.m., including a non-paid one half (1/2) hour lunch period.

Section 2 – Workweek.- Audio Visual Aid Technician I, II and III, Building Automation Technician I and II, Assistant Chief Closed Circuit TV Engineer and Chief Instructional Media Systems Engineer.

The normal workweek shall consist of thirty seven and one-half (37 1/2) hours of five (5) consecutive days, Monday through Friday, or by mutual agreement between the Employer and employee, five (5) consecutive days, Tuesday through Saturday.

Section 2A Workweek – Laborer Electrician and Laborer Electrician Foreman.

The normal workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, Tuesday through Saturday or Sunday through Thursday as determined by the Employer.

A weekly schedule commencing on Sunday and ending on Thursday will be voluntary for bargaining unit employees on the payroll effective July 13, 1999. If there are no volunteers for this schedule from bargaining unit employees on the payroll effective July 13, 1999 the schedule will be filled by new hires.

Section 3. Overtime Distribution and Equalization – Labor Electricians

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees. 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.

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 if the senior eligible employee is not fully qualified to perform the work. The Steward will cooperate so that the overtime is distributed as equally as possible.

#### Section 4. Shift Schedule.

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.
- b) Work schedule as defined in Section 1 of this ARTICLE may be changed by mutual agreement to meet varying conditions of the operation of the University.

#### Section 5. Overtime.

Employees covered by this Agreement (except Laborer Electrician and Laborer Electrician Foreman) shall be compensated at one and one half (1 ½) times their regular hourly rate for time worked in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week. Laborer Electrician and Laborer Electrician Foreman shall be compensated at one and one half (1 ½) times their regular hourly rate for time worked in excess of eight (8) hours per day or forty (40) hours per week. Compensatory time mutually agreed between Employer and employee may be paid in lieu of overtime payment on the basis of one and one-half (1 ½) hours for each hour of overtime worked, provided the compensatory time off is utilized in compliance with Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction.

#### Section 6. Second Shift - Office of Media Services

Notwithstanding Section 1 of this Article, Facilities Management may establish a shift which begins at 1:30 p.m.

#### Section 7. Shift Differential for Office of Media Services

A shift differential of seventy-five cents (75¢) per hour will be paid to employees of Facilities Management who work a permanent shift which begins at 1:30 p.m. and ends at 9:00 p.m. When an employee is temporarily assigned the foregoing shift, such employee will be paid the shift differential of seventy-five cents (75¢) per hour. Except in emergencies (which is solely defined by the Employer) employees who are assigned a shift in accordance with Section 1 of this Article and who are to be scheduled to work a shift commencing at 1:30 p.m. on a

permanent basis, will be given four (4) weeks notice prior to the commencement of the assignment.

Section 8. Call Backs.

- a) A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift.
- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid four (4) hours' pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back and performs work assigned by the Employer, he/she shall receive a minimum of four (4) hours' pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 9. Sunday Overtime.

Employees will not be scheduled to work on Sundays but overtime worked on Sundays will be compensated at double their regular hourly rate. (Deviation from Policy and Rules.) This Section 9 is not applicable to Laborer Electricians and Laborer Electrician Foreman.

Section 10. – Laborer Electrician/Foreman – Seven (7) Consecutive Days Work.

Laborer Electrician Foreman or Laborer Electrician who works seven (7) consecutive days in accordance with Section 2A of this Article shall be paid double the regular hourly rate of pay for all work performed on the seventh day of work after his/her normal work schedule. (Deviation from Policy and Rules). Work on the seventh (7<sup>th</sup>) consecutive day may only be performed pursuant to specific supervisory direction.

Section 11. Layoff Procedure.

Within Facilities Management Department, all non-status employees classified as extra-help Labor Electrician will be terminated before status employees in the same (Labor Electrician) class are laid off.

**ARTICLE VII  
BENEFITS**

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Family and Medical Leave, 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)

SCHEDULE A

| <u>At</u><br><u>Least</u> | <u>Not</u><br><u>More</u><br><u>Than</u> | Rate Earned per<br>Hour of Pay<br>Status Service<br>(Exclusive of<br><u>Overtime)</u> | Approximate<br>Leave Days<br>Earned in<br><u>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 in the same operating unit in selection of vacation periods, the request of the senior employee within the operating unit shall prevail.

**ARTICLE VIII  
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 (up to six (6) shirts) 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.

**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 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 Department Head within five (5) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Department Head shall study the grievance and respond in writing within ten (10) calendar days. This response will be the final position of the Department Head.
- d) If the Union wishes to appeal from the decision of the Department Head, 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 office of the Director of Human Relations and Equal Opportunity in the Office of the President of the University.
- g) The Director of Human Relations and Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director

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 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 five (5) calendar days. The written request shall be directed to the Office of 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. This joint request will be for a panel of seven (7) arbitrators provided that one (1) such panel may be rejected by either party in which event a request will be made for a second panel. 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.

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.

(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 occur within the Bargaining Unit or when new positions are created within the Bargaining Unit, 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. Opening in the Bargaining Unit – Labor Electrician Foreman.

Employees who become certified in circuitry and transformers from an accredited school may apply for the Labor Electrician Foreman examination in accordance with the State Universities Civil Service System Statute and Rules.

### Section 3. Openings Outside the Bargaining Unit.

Non-Bargaining Unit openings are posted in the Campus Human Resources 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 4. 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  
TRAVEL**

Section 1. Temporary Work Outside the Chicago Campus.

Employees who are required to work temporarily outside the Chicago Campus will be paid for time required to travel to and from the temporary work site. The provisions of ARTICLE VI, will be applicable to such travel time.

Section 2. Expense Reimbursement.

Expenses incurred as a result of such travel will be reimbursed in accordance with Bulletin #15 of the University Business Policy and/or Procedure Manual.

Section 3. Use of Personal Vehicle.

No employee shall be required to use his/her personal car for University business; however, if the Employer requests and the employee agrees that such car be used for University business, the employee shall be reimbursed for such use in accordance with Bulletin #15 of the University Business Policy and/or Procedure Manual.

**ARTICLE XIII  
SAFETY**

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 OSHA Act, as amended, which the University reasonably believes should be applied to it.

**ARTICLE XIV  
RELIEF PERIODS**

Paid relief periods shall be granted to all employees on the same basis as such employees received at the time of Certification of the Bargaining Unit. These relief periods (one each half shift) will be given as near to the mid-half shift as practicable. Such relief periods may not be cumulative or made the basis for a late starting or an early quitting time. (Deviation from Policy and Rules.)

## **ARTICLE XV SEMINARS, WORKSHOPS, CONFERENCES**

The Employer is aware of frequent modifications and technical changes in equipment and of the need for employees to keep current with such modifications and changes. Therefore, employees may request to attend job related Seminars, Conferences or Workshops. Such request will be a written request directed to the Supervisor. These requests will be given serious consideration by the Employer.

Such serious consideration may include available funds, composition of the work force, and subject(s) of instruction at the function. The employee will receive a written response to the request within fifteen (15) calendar days, if possible. Fees and expenses for the function will be as agreed to between the Employer and the employee, taking into account the provisions of Bulletin #15 of the University Business Policy and/or Procedure Manual. Time in attendance at such function will be counted as time worked up to the normal work day of the employee.

If an employee is required to attend a function as described above, time in attendance at such function will count as time worked up to the normal work day of the employee. The employee also will be reimbursed for expenses incurred in accordance with Bulletin #15 of the University Business Policy and/or Procedure Manual.

(Portions of this ARTICLE may constitute deviation from Policy and Rules.)

## **ARTICLE XVI WORK JURISDICTION**

Work normally done by employees covered hereunder shall not be performed by supervisory or salaried employees of the Employer, except:

1. as was performed by supervisors prior to Certification of the Bargaining Unit,
2. for purpose of instruction, and
3. in case of emergency if qualified employees are not available to do the work required.

The Employer may contract out work or have work performed by non-bargaining unit personnel, which work has historically and traditionally been performed by non-bargaining unit personnel, as long as either of these work assignments does not result in either layoff or part-timing of employees.

Laborer Electrician Foreman duties to include maintenance of existing fixtures by replacement of existing ballast and sockets for such fixtures as necessary.

## **ARTICLE XVII 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, 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, in writing, at least thirty (30) calendar days prior to its effective date.

### Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 (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 XVIII  
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 this Article.

Section 3.

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

**ARTICLE XIX**  
**PERIOD COVERED, WAGE REOPENERS, 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., August 27, 2006 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), August 31, 2009. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) days prior to August 31, 2009 of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 2. Wage Reopeners.

Notwithstanding anything stated in Section 1 of this ARTICLE XVIII, the Union may reopen this Agreement for the sole purpose of negotiating hourly rates of pay, wage progression schedule including continuation of anniversary wage increases, for the period to be effective no earlier than September 1, 2008 and also the period to be effective no earlier than August 19, 2001. If the Union so desires to reopen this Agreement, it shall notify the Employer, in writing, at least sixty (60) days prior to September 1, 2008. Upon receipt of such written notice(s) by the Employer, negotiations shall commence without undue delay. If agreement is not reached in the foregoing hourly rates of pay negotiations, the provisions of ARTICLE XVII to the contrary notwithstanding, the Union retains all of its lawful rights as set forth in the Illinois Educational Labor Relations Act, including the rights set forth in 115 ILCS 5/13 of said Act.

Section 3. 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 4. Commencement of Negotiations.

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

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

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

THE BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
Mike Fitzgerald  
Business Manager, Financial Secretary

BY: \_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Samuel Evans  
Business Representative

ATTEST: \_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Associate Vice President for Planning and Budget

\_\_\_\_\_  
Vice Chancellor for Administrative Services

\_\_\_\_\_  
Vice Chancellor for Human Resources

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

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

APPROVED AS TO LEGAL FORM:

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