

AGREEMENT  
By and between

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

And

**LOCAL 7, FIREMEN & OILERS AFL-CIO  
AFFILIATED WITH SERVICE EMPLOYEES  
INTERNATIONAL UNION  
111 W. WASHINGTON, SUITE 1360  
CHICAGO, IL 60602**

Effective July 1, 2008 through June 30, 2011

**AGREEMENT**

**BY AND BETWEEN**

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

**LOCAL 7, FIREMENT & OILERS, AFL-CIO,  
AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL UNION**

Effective from July 1, 2008 to June 30, 2011 (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 7, Firemen & Oilers 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 Statues 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 the 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 the Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.

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

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

#### Section 1. Classes Represented.

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

**Boiler Room Fireman and  
Utility Laborer**

This exclusive representation is for purposes of collective bargaining under the authority of the Illinois Educational Labor Relations Act.

#### Section 2. New Classes and Recognition.

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 by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, marital status, religion, sex, age, union affiliation, disability, or status as disabled veteran or veteran of the Vietnam era.

### Section 4. Right of Employer.

Union recognizes the right of Employer to manage its operations and to plan, direct and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provision of this Agreement. Employer recognizes the interests of Union in any changes which materially affect the working conditions of those represented by 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. 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) Union and its members will not solicit membership, or carry on representational activity with employees of Employer during working hours provided, however, that an employee of Employer designated by the Union to handle such matters may, with permission of his supervisor, leave his assigned work to investigate a grievance arising within this negotiation unit and to present matters as authorized in Policy and Rules or this Agreement.
- b) 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 Personnel Services Office.

Section 7. Notification of Recognition.

Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for employees described in this ARTICLE III and the Union shall be notified in writing within thirty (30) days of hire of the name, starting date and classification of new employees.

**ARTICLE IV  
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the Parties hereto and the Employer shall recommend same to the State Universities Civil Service System.

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 except as otherwise provided herein.

Section 3. Wages (Basic Straight Time).

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled work days in a work week, but for not more than eight (8) hours work during anyone of the aforesaid five (5) days.

Section 4. Wages (Overtime).

- a) Employees covered by this Agreement shall be compensated at one and one-half (1 ½) times their regular hourly rate for their classifications for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime may only be performed pursuant to specific supervisory direction.
- b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming

necessary as far in advance as practicable, except in unforeseen cases or emergency which the Employer alone may define.

- c) Opportunity to do overtime work shall be offered and distributed as evenly as possible among qualified personnel. If this does not produce sufficient volunteers to cover the Employer's requirements, it will then proceed to assign sufficient employees to do the overtime work required.

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

- a) Work performed during an employee's first scheduled day off in a work week shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. (Deviation from Policy and Rules).
- b) Work performed during an employee's second scheduled day off in a work week shall be paid at the rate of two and one-half (2 ½) times the regular hourly rate. (Deviation from Policy and Rules).

#### Section 6. Wages (Call-back).

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

#### Section 7. Method of Wage Payments.

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

## **ARTICLE V 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 the 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. Vacation Availability.

Consistent with the Employer's operating requirements accrued vacations may be scheduled and granted at any time during the calendar year. Employee preference as to time of vacation will be governed by seniority.

### Section 3. Holidays.

Paid holidays as set forth in Policy and Rules and as designated for Physical Plant employees by the Chancellor at the University of Illinois at Chicago will be observed as follows.

**Holiday**

**Independence Day**

**Labor Day**

**Thanksgiving Day**

**Christmas Day**

**New Year's Day**

**Martin Luther King Jr. Birthday**

**Memorial Day, observed**

In addition to the calendar holidays set forth above, employees are also eligible for four (4) "floating holidays" during each fiscal year during the term of this Agreement. These holidays will be observed and selected as set forth in the Executive Notice issued by the Chancellor of the University of Illinois at Chicago.

**ARTICLE VI  
WORKING RULES AND CONDITIONS**

Section 1. Shift Work Day, and Work Week.

- a) The shift shall consist of eight (8) consecutive hours of work including a paid lunch period not to exceed thirty (30) minutes and where necessary, ten (10) minutes wash-up time immediately prior to quitting time and after equipment is put away. This wash-up time may not, in any case, be used as a device for shortening the scheduled work shift.
- b) The workday is a fixed and regularly recurring period of twenty four (24) consecutive hours and begins at 12:01 A.M. each calendar day.
- c) The workweek is a fixed and regulary recurring period of 168 hours – seven consecutive twenty-four (24) hour periods – and begins at 12:01 a.m. Monday. The full time work schedule in the workweek shall normally consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work, and shall include two (2) consecutive days off.

Section 2. Shift Schedule.

- a) No change shall occur an employee’s regular work schedule to obviate overtime pay, premium pay, or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.
- b) Since the needs of the Employer’s operations require variations in staffing levels, and scheduled hours or shifts, the latter’s starting and endings will conform to those requirements.
- c) The Employer’s shift schedule will be arranged so that they will begin and end between the hours of:

<b>6:00 am</b>	<b>and</b>	<b>8:00 am</b>
<b>2:00 pm</b>	<b>and</b>	<b>4:00 pm</b>
<b>10:00 pm</b>	<b>and</b>	<b>12:00 pm</b>

Section 3. Lay Offs.

- a) Insofar as possible the Employer will give at least fifteen (15) work days notice to the employee prior to the effective date of any layoff of that employee. If such notice is not

given, the Employer shall be obligated to notify the Union of its intention and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed layoff. (Deviation from Policy and Rules).

- b) At written request of an employee, the Employer may layoff that individual employee without regard to the notice provisions set forth herein.

#### Section 4. Job Picks.

- a) The Employer must hold a shift pick and job assignment change at least once each calendar year between September 1, and December 31. However, if the needs of the Employer so requires, the Employer may hold any number of shift picks and job assignments it deems necessary during each year. Shift picks and job assignments are governed by:

- (1) Needs of the service, which may only be determined by the Employer;
- (2) Capabilities of the Employees to perform the essential job function of the position, also only to be determined by the Employer, and
- (3) Seniority of the Employee picking a shift or job assignment, in order listed.

- b) At time of shift picks or job assignment, by Utility Laborers, the five (5) Utility Laborers standing highest in the Boiler Room Fireman's register shall have preference for jobs in locations requiring Boiler Room Firemen.

#### Section 5. Vacancy Filling and Supplementary Appointments.

- a) The Employer may fill vacancies with candidates qualified by the State Universities Civil Service System without conducting an annual or special job pick.
- b) For purpose of assigning an employee as supplementary Boiler Room Fireman, the five (5) persons in service standing highest in the Boiler Room Fireman's promotional register shall be given first consideration.

Section 6. Termination of Firemen's Shifts.

Shift Firemen may punch out and leave the job up to thirty (30) minutes prior to termination of their shifts, and after being properly relieved, provided the Fireman being relieved has eight (8) hours on his time card. Shift Firemen must punch their own time cards.

Section 7. Operations Requiring Firemen.

It is agreed by both Parties to this Agreement that any time there is a high pressure (as defined by City of Chicago Ordinance) steam generating plant or high temperature hot water generating plant in operation, a Fireman shall attend such operations.

Section 8. Additional Boiler Room Fireman.

The Employer recognizes that at times more than one Boiler Room Fireman may be required to fire its boilers. This assignment shall remain the responsibility of the Plant Operating Engineer in charge of the shift at the time such situation arises. Realizing that unforeseen situations cannot be handled without delay in obtaining a fireman, the Chief Plant Operating Engineer shall, at his discretion, prearrange to schedule two (2) firemen on a watch when in his determination the addition of the second fireman becomes necessary to safe and proper operation of the boilers. By appeal to the aforementioned Plant Operating Engineer, the fireman on watch may request a second fireman.

Section 9. Safety.

The Employer agrees to maintain safe and sanitary working conditions during the term of the Agreement.

Section 10. Jurisdiction.

The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them.

Section 11. Jurisdictional Disputes.

Jurisdictional disputes shall be settled by and between or among the Unions involved. The Employer will not change existing work assignments unless and until the Union disputants settle their differences and notify the Employer in writing of the terms of their settlements.

Section 12. Identification Badges.

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

Section 13. Clothing.

During the term of this Agreement employees covered herein may be required to wear, while working, certain clothing prescribed by the Employer. The Employer shall furnish such clothing prescribed by the Employer. The Employer shall furnish such clothing as necessary and replace the same as necessitated by normal wear and tear and then only after inspection and approval by the Employer. Cleaning and/or laundering of the clothing shall be the responsibility of the Employee.

**ARTICLE VII  
DISCIPLINE**

Reprimand, Suspension, Demotion, and Discharge.

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, a copy of the notice of such action, unless otherwise requested not to do so by the Employee in writing, will be given to the Union. Appeals from reprimand or suspension actions shall be in accordance with the grievance procedures outlined in Article VIII of this Agreement. Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System.

**ARTICLE VIII  
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 (10) calendar days following the date the grievance is alleged to have occurred or within ten (10) 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 seven (7) 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 to the grievant and the Union. 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 seven (7) calendar days 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 to the grievant and the Union 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 seven (7) calendar days 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 of the University.

- g) The Director of Human Relations and Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director's discretion) conducting a hearing to determine all relevant facts. All parties to the grievance will be given an opportunity to be present at any such hearing to present arguments and evidence to support their position. If a hearing is conducted, the Director of Human Relations and Equal Opportunity or his/her designee will issue a written decision to the grievant and the Union on the grievance within fifteen (15) 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 to the grievant and the Union within ten (10) days from the receipt of the appeal.
- h) 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 of receipt of such decision. The written request shall be directed to the Associated Vice President for Administration and Human Resources.
- i) The foregoing time limits may be extended by mutual agreement.

#### Section 4. Arbitration.

- a) If the Employer and the Union are unable to agree upon an Arbitrator then a joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators who are from the Chicago area. The Arbitrator will be selected from this panel within ten (10) work days of receipt of such list, provided that such panel may be rejected by either party, in which event a request will be made for a second (2<sup>nd</sup>) panel. The Employer and the Union shall alternately strike (6) of the seven (7) names. A coin toss shall determine the order of pick.
- b) If the Arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) Cost of the Arbitrator shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration Hearing.

- d) The Arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee and shall be issued by the Arbitrator within 30 days from date of the hearing or the date briefs are filed, unless otherwise mutually agreed by the parties hereto. (Deviation from Policy and Rules.)

## **ARTICLE IX SENIORITY**

### Section 1. Service and Seniority.

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

### Section 2. Rosters.

- a) Employer will provide copies of rosters to the Union by class and lesser units if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.
- b) Employer agrees to provide these rosters at other times upon the Union requesting same, but not more often than twice each calendar year.

## **ARTICLE X DUES DEDUCTION AND FAIR SHARE**

### Section 1. Dues Deduction.

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

### Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 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 the bargaining unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by the Union with thirty (30) days written notice to the Employer or by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of the ARTICLE.

### Section 3.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B which deal with Fair Share Fees. The Act and these Rules as may be amended from time to time are incorporated in this Agreement by reference and 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 non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.

### Section 5.

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

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

Section 6.

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

Section 7.

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

**ARTICLE XI  
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.

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

**ARTICLE XII**  
**PERIOD COVERED, CONTRACT EXTENSION**  
**AND COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This Agreement shall become effective at the start of this first shift beginning after 12:01 a.m., July 1, 2008 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight) June 30, 2011. 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 no later than thirty (30) days thereafter without undue delay.

Section 2. Wage Reopeners.

Notwithstanding anything stated in Section 1 of this ARTICLE XII, the Union may reopen this Agreement for the sole purpose of negotiating hourly rates of pay, for the period to be effective no earlier than July 1, 2010. If the Union so desires to reopen this Agreement, it shall notify the Employer, in writing, at least sixty (60) days prior to July 1, 2010, of its desire to do so. Upon receipt of such written notices(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 XII 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. Mutually Agreed Contract Extension.

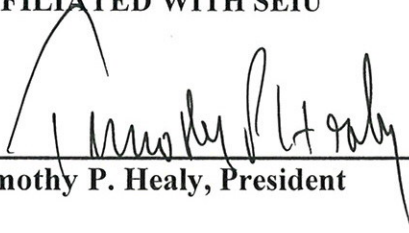
Notwithstanding the provisions of Section 1 of this ARTICLE, the parties may mutually agree to extend the duration of this Agreement through collective bargaining.

Section 4. Commencement of Negotiations.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this 14<sup>th</sup> day of January 2009-10

LOCAL 7, FIREMEN & OILERS, AFL-CIO  
AFFILIATED WITH SEIU

  
\_\_\_\_\_  
Timothy P. Healy, President

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By: Walter K Know  
\_\_\_\_\_  
Comptroller

Attest: Michal M. Johnson  
\_\_\_\_\_  
Secretary

Approved: Marcus H. Fawcett  
\_\_\_\_\_  
Assistant Vice President for  
Human Resources

John Dege  
\_\_\_\_\_  
Vice Chancellor for Human Resources

Thomas J. Libby  
\_\_\_\_\_  
Director of Labor and Employee Relations

Dan Wagner  
\_\_\_\_\_  
Chief Negotiator

Approved as to Legal Form:

Donna del Principe 1/11/10  
\_\_\_\_\_  
For University Counsel (Date)

**SUPPLEMENTAL APPENDIX "A"**

**TO THE AGREEMENT BY AND BETWEEN**

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

**AND**

**LOCAL UNION NO. 7, FIREMEN & OILERS, AFL-CIO  
AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL UNION**

WHEREAS THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS and LOCAL UNION NO. 7, FIREMEN & OILERS, AFL-CIO entered into a Labor Agreement effective from July 1, 2008 through June 30, 2011;

WHEREAS such negotiations have been conducted and concluded:

NOW THEREFORE it is agreed as follows:

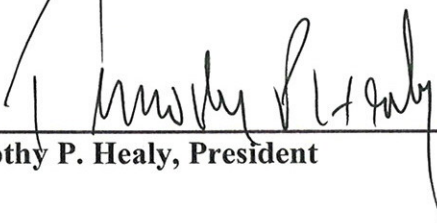
- 1) Hourly wage rates effective July 1, 2008 will be:

<u>Classification</u>	<u>Wage Rate Effective 7-01-08</u>
Boiler Room Firemen	\$27.25
Utility Laborer	\$26.11

- 2) Future increases during the term of this Agreement will be applied reflecting either the general Campus wage increase as determined by the Provost, or, if that increase is less than three (3) percent, then the Union may reopen this Agreement for the sole purpose of negotiating rates of pay per Article XII, Section 2.
- 3) Utility Laborer employees to received 80% of above rate during their six (6) month Probationary period.
- 4) Parking: During the term of this agreement the University reserves the right to change the fee charged to bargaining unit employees. If the percentage (%) increase exceeds 3% during the third contract year during the life of this agreement the Union reserves the right to bargain the additional increase.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this 14<sup>th</sup> day of January 2010.

Local 7, FIREMEN & OILERS, AFL-CIO  
AFFILIATED WITH SEIU

  
\_\_\_\_\_  
Timothy P. Healy, President

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By: Walter K Knorr  
\_\_\_\_\_  
Comptroller

Attest: Michelle M Hogan  
\_\_\_\_\_  
Secretary

Approved: Margaret M. Park  
\_\_\_\_\_  
Assistant Vice President for  
Human Resources

John Dege  
\_\_\_\_\_  
Vice Chancellor for Human Resources

Thomas L. Kelly, Jr.  
\_\_\_\_\_  
Director of Labor and Employee Relations

Dan Gagner  
\_\_\_\_\_  
Chief Negotiator

Approved as to Legal Form:

Donna del Principe 1/11/10  
\_\_\_\_\_  
For University Counsel (Date)