

AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE

UNIVERSITY OF ILLINOIS

and

ILLINOIS FEDERATION OF PUBLIC EMPLOYEES, Local #4408, AFT/AFL-CIO

Effective from December 1, 2006 through November 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 Illinois Federation of Public Employees, Local #4408, AFT/AFL-CIO (hereinafter referred to as Federation) 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 Section 36d of the Illinois Statute creating the State Universities Civil Service System (110 ILCS 70/36d) and by the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.)

Section 2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research and public service function of the University.

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

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Class Represented.

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

Security Guard

but excluding those excluded employees as set forth in 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act. This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation, hours, and other conditions of employment to be recommended to the State Universities Civil Service System.

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

Section 4. Rights of Employer.

The Federation 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.

Section 5. Information Provided to Federation.

The Employer recognizes the interests of the Federation in any changes which materially affect the working conditions of those represented by the Federation and will keep the Federation informed as to such changes.

Section 6. Federation Membership and Protected Activity.

Each employee's personal decision with respect to the Federation or other employee organization membership shall be free of intimidation or coercion. There will be no discrimination against any employee because of Federation membership or because the employee is acting as representative of the Federation or its members or other nonacademic employees pursuant to the provisions of this agreement or of Policy and Rules.

Section 7. Federation Activity.

- a) The Federation and its members will not solicit membership or carry on Federation activity on University premises with employees of the Employer during the employees' working hours. A Federation Steward, with permission of proper authorities, may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules.

- b) Upon approval by the Employer, the Federation may have posted certain notices on bulletin boards near the employees check-in point. These notices and bulletins will be on the official letterhead of the Federation. Notices and bulletins permitted to be posted are:
 1. Notices of Federation meetings
 2. Notices of Federation elections
 3. Notices of Federation appointments and results of Federation elections,and any others which the Employer may approve from time to time. The material which the Federation wishes to have posted shall be presented to the Employer's Labor Relations Office for approval, with one copy being submitted to the office for filing.

Section 8. Notification of Recognition.

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

Section 9. Leaves to Attend Federation Meetings.

Each Steward or alternate may have leave without pay for a maximum of four (4) days per calendar year for the purpose of discussing Federation business. Granting of such leave without pay will be subject to operational needs of the Employer. The Federation shall provide written notice to the Employer at least fifteen (15) days prior to the meeting date.

Section 10. Notice.

All notices, reports, correspondence or other communication required by this Agreement to be given to the Federation by the Employer shall be directed to the IFPE, Illinois Federation of Public Employees, in care of: Illinois Federation of Teachers, 310 S. Peoria, Ste. 305, Chicago, IL 60607. IFPE telephone: 312-491-1808 and IFPE fax: 312-491-1809.

Section 11. Delegation of Authority by IFPE.

Only IFPE staff has authority to act on behalf of the Federation to enforce, administer or change this Agreement. The Federation Steward may be granted specific written authorization by the Federation to act on its behalf provided the Employer is notified of such authorization in writing.

**ARTICLE IV
WAGES**

Section 1. Method of Establishment of Wages.

Wages specified herein have been, and shall in the next subsequent Agreement be, established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed.

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, for employees on the payroll at the date of ratification of this agreement.

Section 3. Wages (Basic Straight Time).

- a) Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a work week, but for not more than eight (8) hours work during any one (1) of the aforesaid five (5) days.
- b) Basic straight time wages are and shall be as set forth in Appendix "A".

Section 4. Wages (Overtime).

- a) Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (as defined by Federal law) 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 hereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- c) Based on operational needs, employees will not be required to work two double shifts within two consecutive workdays.
- d) Overtime will be assigned to the Security Guard with the least amount of overtime worked. Should a tie occur in this process the more senior Security Guard will be assigned posted overtime and the least senior Security Guard will be assigned to forced overtime.

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

Work performed during an employee's first or second scheduled day off in a work week shall be paid at the rate of one and one-half (1 1/2) times the basic straight time wages specified herein. (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.

- c) Except by mutual agreement between the employee and his or her supervisor, no employee shall be called back into work until at least one (1) shift has elapsed since the end of the employee's shift.

Section 7. Holiday Premium.

Work performed by an employee covered herein on a holiday designated by the Employer shall be paid at one and one-half (1 1/2) times the basic straight time hourly wage, in addition to any holiday pay for which the employee may be eligible.

Section 8. Effect of Wage Freezes.

Time worked during the period commencing December 1, 1987 and ending November 25, 1989 and also commencing December 2, 1990 and ending November 27, 1993 and also commencing November 27, 1994 and ending November 30, 1996 will not be counted towards completion of annual requirement for movement to the next highest periodic step. Employees hired prior to November 27, 1987 will retain their same anniversary date. Employees who are new hires between November 27, 1987 and November 30, 1989 will have a new anniversary date, for wage progression purposes, of November 30, 1989. Employees hired after November 30, 1989 will have their date of permanent employment as their anniversary date. Time worked commencing November 30, 1996 will be counted to progress to the "over 24 months" rate.

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. Sick Leave Payment

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following conditions of eligibility must be satisfied:

- (a) The Employee must have accrued sick leave,
- (b) At the beginning of each period of sickness, the employee's supervisor, or the supervisor's designated representative if the supervisor is not available, shall be notified at least two (2) hours before the employee's scheduled time to start work that the employee will be absent due to sickness or injury except when excused from this requirement by the designated supervisor, and

- (c) The Employer reserves the right to require evidence of sickness acceptable to it before allowing any sickness benefits whatsoever.

**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.
- b) The work day 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 work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours--seven (7) consecutive twenty-four (24) hour periods--and begins at 12:01 a.m. Sunday. The full time work schedule in the work week shall consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work. During such times as there is no scheduled lunch relief a Security Guard may request lunch relief from his/her supervisor. It is not required that the supervisor provide the lunch relief requested.

Section 2. 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 change of shifts.
- b) Since the needs of the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the latter's startings and endings will conform to those requirements.

Section 3. Bidding on Shifts and Vacation Picks.

Employees covered by this Agreement shall select shifts and days off (as posted by the Employer) and vacations twice yearly in accordance with the procedures of the University Police Department. Selection of shifts and vacation schedule will be made in order of seniority in the Security Guard classification; i.e. the most senior employee will receive the first selection.

The shift will be on a six (6) month cycle. An employee may temporarily be assigned to another watch based on special or emergency situations or training needs as defined solely by the employer.

The cycle will change at the beginning of the first pay period in January and July unless interrupted by unforeseen circumstances.

Assignments and shifts based on special needs (as determined by the Employer) will not be subject to the shift pick process.

Section 4. Bidding on Shift Openings.

Security Guards, under the direction of the University of Illinois Police Department (having completed their probationary period), may bid from posted shift openings within the class of Security Guard (as they occur) to change shifts. Shift openings will be posted for a period of five (5) work days. Selection of incumbents will be made from bidders fulfilling the following requirements in the order listed:

- (a) Needs of the service.
- (b) Physical capabilities of the bidder to perform the essential job function of the position, as determined by the Employer.
- (c) Seniority in the classification.

If two (2) or more bidders equally fulfill the first two (2) requirements in the opinion of the Employer, selection of the incumbent will be by seniority. A successful bidder selected as an incumbent must remain on the shift for a period of at least six (6) months unless excused from this requirement by the Employer.

Section 5. Layoffs.

The Employer will give notice of layoff to employees in accordance with Policy and Rules. The Employer shall notify the Union of the possible layoff of employees as soon as possible, but no later than when this notice is given to Employee(s).

Section 6. Identification Badges.

Employees covered under this Agreement 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 7. Vacation & Leave Schedules.

- a) Vacation shall be scheduled to allow only one (1) employee per shift to utilize vacation benefits at any given period of time. If more than one (1) employee requests the same period of time for vacation, the request of the employee with the most seniority shall be granted. The Employer shall not change an employee's vacation once it has been approved without the employee's written authorization unless an emergency requires the employee's presence.
- b) Employees who have accumulated their maximum amount of leave will be given requested leave pursuant to Policy and Rules, Policy #7.

Section 8. Employer's Required Clothing and Equipment.

The Employer shall provide any and all special clothing and/or equipment which is required by the Employer and/or is determined by the Employer as being necessary for such employees to perform their work. The Employer shall provide the Federation with a list of required and/or necessary clothing and/or equipment. Should the Employer initiate changes in required clothing the Federation shall be notified prior to such changes.

The following uniform and equipment shall be furnished by the Employer: shields, patches, winter and summer caps, trousers, shirts, winter and summer jackets, raincoat, necktie, belt, radio holster and strap and flashlight and batteries.

Section 9. Work Rules.

All work rules shall be in writing and posted at a place accessible to the employees. Any changes to the existing work rules and any newly proposed work rules shall be discussed with the authorized representative prior to implementation. Any such changes shall be posted and employees shall be provided with a copy at least ten (10) days prior to their effective date, where possible.

It is understood and agreed that the Security Guard Manual issued by the Employer and as amended from time to time is an outline of the duties of the Employees. The provisions of this Manual are not to be construed as to establish an obligation upon the Employees to place themselves in harm's way by taking unreasonable risks. Employees are expected to provide the services enumerated in the Manual but are not required to take heroic measures in the course of their employment.

Section 10. Personnel Files.

An official personnel file shall be maintained for each employee in the Human Resources Department of the Employer at the Chicago campus. An employee, with proper permission and without loss of pay, shall have the right to review the contents of his/her personnel file, excluding employment references. Such review shall be made during normal working hours and in the presence of a Personnel Officer.

Section 11. Employee Notification.

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served in person upon the employee (the employee noting receipt or the supervisor noting failure of employee to acknowledge receipt) or sent by Certified Mail (Return Receipt Requested) to the employee's most recent address as shown on the records of the Employer.

The contents of an employee's personnel file will remain confidential in keeping with current University practices. Upon written authorization by an employee, the Federation's staff may inspect the employee's personnel file. This section should not be interpreted to extend or

add any rights given to employees under the Illinois Employees Access to Records Act (820 ILCS 40/1 et seq.)

Section 12. Training.

The Employer recognizes the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material and equipment used in the work assignments. As determined and prescribed by the Employer, each security guard shall be allowed to participate in a recognized training course or seminar with no loss of pay or benefits.

Section 13. Distribution of Training.

Training programs which are initiated or recommended by Employer shall be distributed among employees on the basis of the Employer's determination of the need for such training. Time spent by an employee in a training program when requested by the Employer shall be with pay and in accordance with Policy #14, Rule 14.08 of Policy and Rules.

Section 14. Labor-Management Meetings.

Any Labor-Management meeting concerning employees represented by this Collective Agreement will be scheduled by the Labor Relations Office. A Labor Relations Officer will be present at any scheduled meeting. The party requesting a Labor-Management meeting shall provide the Labor Relations Office with an agenda of the issues to be discussed prior to the scheduled meeting.

Section 15. Parking.

During the term of this Agreement, the University reserves the right to change from time to time the fees charged to bargaining unit employees and the terms for parking assignments and availability for the use of University parking lots and/or structures.

ARTICLE VII DISCIPLINE

Section 1. Reprimand, Suspension, Demotion and Discharge.

Whenever an employee covered by this Agreement is given a written reprimand, suspension, demotion, discharge, notice of pre-disciplinary hearing, notice of intent to discharge or demote, or any other memorandum relative to discipline, a copy shall be provided to the Federation within two (2) days unless otherwise requested in writing not to do so by the employee. Failure by the Employer to provide such notice to the Federation shall not in any way whatsoever limit or alter, either procedurally or substantively, the Employer's ability to proceed with the discipline, demotion, or discharge. In addition, the Federation agrees that all time periods in this agreement related to such actions and challenges to such actions run from the dates otherwise applicable and do not run from the time notice is received by the Federation, unless expressly stated to the contrary elsewhere. Appeals from written reprimand, suspension, demotion, or discharge actions shall be in accordance with the Grievance Procedures outlined in ARTICLE VIII. In the alternative, appeals from demotion or discharge actions

shall be in accordance with the rules and procedures established by the State Universities Civil Service System-Statute and Rules. Under no circumstances, however, may any discipline, demotion, or discharge be appealed under both the grievance procedures contained in this Agreement and under the rules and procedures established by the State Universities Civil Service System; appeal under one process is an irrevocable election that forecloses appeal under the other process except by agreement by both parties. Filing of a timely notice of intent to grieve by the Federation shall constitute the irrevocable election. The Federation may, if it chooses, participate as the employee's representative in either the Merit Board hearing or the grievance arbitration proceeding, provided that the decision to request arbitration is solely at the discretion of the Federation.

[Article VII Section 1 is a Deviation from Policy and Rules.]

Section 2. Definition.

The Employer agrees with the tenets of corrective and progressive discipline as stated below:

- (a) Oral warning (no official documentation in personnel file)
- (b) Written reprimand
- (c) Suspension

(d) Discharge

Discharge shall be imposed upon an employee only for just cause.

Section 3. Letters of Warning.

Letters of Warning issued to Employees covered herein will not be used against the employee in any future decision concerning him/her more than twelve (12) months after the date of issuance. However, letters of warning may be used to establish a disciplinary pattern in all Discharge Proceedings as governed by Chapter VI, Section 250.110 (e) (1) through (7) of the State Universities Civil Service System - Statute and Rules.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Section 1. General Provisions.

- a) Definition - A grievance shall be defined as any complaint or request for a hearing by an employee or by the Federation, arising in the course of employment by the Employer, which alleges a violation of a section or sections of this Agreement or alleges a violation of a section or sections of Policy and Rules. It is the intent of the parties to extend to each employee a right to a fair hearing on any grievance.
- b) Duties - Each supervisor and each employee has an obligation to make every effort to resolve employment relations problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein.
- c) Representation - Each employee shall have the right to Federation representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Federation intervention, the Federation shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Federation representation at any meeting called for the purpose of administering discipline. Employees shall be informed of this right prior to such meetings.
- d) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under State Universities Civil Service System Statute and Rules, or the Illinois Educational Labor Relations Act. Employees who wish to grieve a discharge or a demotion shall follow the Civil Service System procedures set forth for that purpose.
- e) Time spent investigating or presenting a grievance by an Employee or his/her representative (if the representative is an Employee of the Employer) shall be compensated fully at the basic straight time wage or salary rate, but only for time spent during a regularly scheduled workday and shift. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave his/her assigned duties without the knowledge and

permission from his/her designated supervisor. Permission shall normally be given, subject to emergency situations which the Employer alone defines.

Section 2. Procedure.

Informal Step - An employee who has a request or complaint will discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Federation. If the designated supervisor and/or the employee, after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite such other additional Employer or Federation representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated supervisor and the employee from the responsibility for resolving the problem.

This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the Employer/Employee problems. However, if a request or complaint is not satisfactorily resolved, the Employee or the Federation may file a formal written grievance under the procedure outlined below.

Step One

- a) To be considered formally, a grievance must be in written form, signed by the grievant(s) and a Federation Representative if the Federation is a party to the grievance; (Steward, Council Officer, Business Representative), and filed with the appropriate supervisor. The written grievance need not follow any particular format, but it should include a report on the efforts to settle informally, and such facts that may be of aid in arriving at a prompt and definitive resolution to the matter and the redress sought by the Employee. It should also state the section or sections of this Agreement or of Policy and Rules which are alleged to have been violated. It must also be submitted within thirty (30) calendar days after the occurrence leading to the grievance, or within thirty (30) calendar days after the employee should reasonably have known of the occurrence leading to the grievance.
- b) The designated supervisor will review the informal decision he/she gave earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, his/her original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date he/she received the written grievance and forward it to the Department Head within two (2) workdays after its receipt.
- c) The Department Head shall consider and answer the grievance in writing not later than seven (7) workdays following the date upon which it was formally presented to the appropriate designated supervisor. If the Department Head fails to answer within these seven (7) workdays, or if the Department Head's answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure.

Step Two

- a) An appeal from Step One of the grievance procedure must be filed in writing within seven (7) workdays after the Step One response is received or due, whichever occurs first. Any decision by the Department Head at Step One that is not appealed within seven (7) workdays after it is received or due shall be considered binding upon the grievant, the Employer, and the Federation.
- b) The appeal at Step Two shall be filed with the Chancellor. Upon receipt of an appeal, the Chancellor or an official designated to act for him/her shall offer a fair hearing to the grievant(s), shall conduct any investigation that he/she feels is needed, and shall issue a written decision on the grievance within fifteen (15) calendar days after the close of the hearing.
- c) If the Chancellor fails to do so, or if his/her decision is unacceptable to the grievant, he/she may appeal the grievance to Step Three of the procedure.
- d) Any hearing conducted by the Chancellor shall follow informal procedures, with emphasis given to ensure that each person with first hand knowledge of the case has full opportunity to be heard. Those present should include as a minimum the supervisor in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Personnel Services Office should be available as a resource person.

Step Three

- a) An appeal from Step Two of the grievance procedure must be filed with the Director of Human Relations and University Equal Opportunity in the Office of the President of the University within seven (7) calendar days after it is received or due. If the decision is not appealed within that time, it shall be binding upon all parties. If the grievant elects to appeal to the Director of Human Relations and University Equal Opportunity, the Chancellor or his/her designee shall make available to the Director of Human Relations and University Equal Opportunity the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor's decision and reasons therefore.
- b) Upon receipt of an appeal, the Director of Human Relations and University Equal Opportunity in the Office of the President of the University or his/her designee will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation he/she feels necessary. The Director of Human Relations and University Equal Opportunity or his/her designee shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or he/she shall offer a fair hearing to all interested persons for the purpose of obtaining additional information and issue a written decision thereafter. The written decision shall be issued fifteen (15) calendar days after the receipt of the appeal from Step Two if no hearing is conducted and fifteen (15) calendar days from the close of the hearing, if a hearing is conducted.

- c) The Director of Human Relations and University Equal Opportunity in the Office of the President of the University or his/her designee, will evaluate the grievance in its entirety from the first level of appeal, and will not be restricted to only those issues whereby agreement was not reached at the Step One or Two level of the procedure.
- d) Any hearing conducted by the Director of Human Relations and University Equal Opportunity in the Office of the President of the University, or his/her designee, will follow informal procedures, with emphasis given to ensure that each person with first hand knowledge of the case has full opportunity to be heard. Those present should include as a minimum the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Personnel Services Office should be available as a resource person.
- e) If the decision of the Director of Human Relations and University Equal Opportunity in the Office of the President of the University, or his/her designee, does not resolve the grievance in a manner acceptable to the grievant, the grievance may be moved to arbitration.
- f) Any time limit established herein may be extended for good cause by mutual agreement of the parties.

Section 3. Arbitration.

- a) If the grievance has not been resolved at Step Three of the procedure, the Federation may appeal the grievance to arbitration, provided the request for arbitration is submitted in writing within twenty-one (21) calendar days after the decision at Step Three was received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the chairperson, shall be equally divided between the Federation and the University, except that each party will be responsible for any expense (1) incurred in the preparation and presentation of its own case, and (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and production of a transcript shall be equally divided by the Federation and the University, however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- b) An appeal of a grievance by the Federation may be instituted by filing with the Associate Vice President for Administration and Human Resources a written request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one (1) member of the Arbitration Board.
- c) The Associate Vice President for Administration and Human Resources shall designate a second member of the Arbitration Board, who shall be acceptable to the appropriate Chancellor. Within ten (10) calendar days after designation, these two (2) members of the Arbitration Board shall endeavor to agree on a third member, who shall act as chairperson of said Board. In the event they cannot agree upon a chairperson, the two (2) designated

members of the Board shall, within ten (10) calendar days following disagreement on the selection of a third member, jointly request a list of five (5) arbitrators from the Director of Arbitration Services of the Federal Mediation and Conciliation Service, or the Illinois Educational Labor Relations Board.

- d) Within fifteen (15) calendar days of receipt of such list, the two (2) designated members of the Arbitration Board shall select a chairperson for the Board by alternately striking names from the list provided that each party retains the right to reject one (1) list in its entirety prior to the first strike. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the chairperson.
- e) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the Arbitration Board shall be final and binding upon the Employer and the Federation.
- f) Dilatory tactics or action shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a chairperson within thirty (30) calendar days, but in no event later than forty-five (45) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service or the Illinois Educational Labor Relations Board.
- g) Any time limit established herein may be extended for good cause, by mutual agreement of the parties.

Section 4. Variations.

- a) An employee who has a grievance based on discrimination shall first discuss the complaint informally with his/her designated supervisor, Department Head, the campus Nonacademic Affirmative Action Officer or other official designated by the Chancellor, in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.
- b) The campus Nonacademic Affirmative Action Officer will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise publicizes the grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the campus Nonacademic Affirmative Action Office may be called upon to assist throughout the proceedings and to provide input.
- c) The procedure governing appeal of discharge from a status position after completion of the probationary period, or demotion, is that established by the rules and regulations of the State Universities Civil Service System. Under these rules, an Employee against whom charges for Discharge or demotion have been preferred is entitled, upon timely request, to a hearing by the State Universities Civil Service System Merit Board or by some designee of the Board, unless an irrevocable election to proceed under the grievance arbitration procedures has been made by the Federation.

- d) Involuntary separation from 1) a non-status position or 2) during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the Associate Vice President for Administration and Human Resources, or his/her designee, will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the Employer's equal employment obligations and policies.
- e) If any part of the decision of the Associate Vice President for Administration and Human Resources, or his/her designee, is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the Associate Vice President for Administration and Human Resources, or his/her designee, is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Associate Vice President for Administration and Human Resources, or his/her designee, is extended to thirty (30) calendar days after said review is completed and received.
- f) A complaint concerning an employee's position classification may not be appealed to arbitration, but shall be handled in accordance with Policy and Rules, Policy #3, Rule 3.04, Regulation 3.041.

[Article VIII is a Deviation from Policy and Rules.]

ARTICLE IX SENIORITY

Section 1. Service and Seniority.

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

Section 2. Rosters.

The Employer will provide copies of rosters to the Federation 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. An initial copy of such roster shall be provided to the Federation within ten (10) workdays of the effective date of this Agreement.

**ARTICLE X
PROHIBITION AGAINST STRIKES**

Section 1.

For the duration of this agreement neither the Federation nor any employee covered herein shall, individually or by concerted action, honor any picket line or instigate, promote, cause, participate in, organize, encourage, recognize, or authorize any strike, picketing, work stoppage, slow down of any type or for any reason, secondary boycott, or any other form of curtailment, restriction or interference of any kind with University operations, regardless of the sponsor or organizer thereof, having the effect, either directly or indirectly, of interfering with, restricting, disrupting, or curtailing the orderly operation and functioning of the Employer, at any site of the University of Illinois.

Section 2.

- a) The Federation agrees to take all reasonable steps to assure that no employees covered hereby engage in any of the actions prohibited by Section 1 hereof. Such steps shall include but shall not be limited to posting notices on bulletin boards as described in ARTICLE III, Section 7(b) of this Agreement. Such notices shall express the categorical disapproval of the Federation as to such prohibited act or acts and shall further direct and require all employees to cease and desist therefrom.
- b) In the event that any employee covered hereby engages in such prohibited act or acts, the Federation shall utilize its best efforts to cause the employee to cease and desist from such prohibited act or acts, provided that nothing contained herein shall be construed as prohibiting the Employer from taking such disciplinary action, including dismissal or discharge, against any employee, as may be appropriate on account of such prohibited act or acts.

**ARTICLE XI
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 Federation 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 Federation at the address designated by the Federation in accordance with the laws of the State of Illinois. The Federation 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 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 Federation 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 Federation at the time, non-Federation 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 Association along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer and the Federation 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 Federation 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 Federation. For this purpose the Federation 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 Federation 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 Federation 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 Federation 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 XII
SAVINGS ARTICLE**

The Employer and the Federation have entered into an Agreement which in their opinion is consistent with Federal and State law. In the event of judicial invalidity of any provision of this Agreement, such provisions shall be considered void and not enforceable, and the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect.

**ARTICLE XIII
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., December 1, 2006 and remain in full force and effect through November 30, 2009. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the others 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 XIII, the Union may reopen this Agreement for the sole purposes of negotiation of hourly rates of pay, for the period to be effective no earlier than December 31, 2005. If the Union desires to so reopen this Agreement, it shall notify the Employer, in writing, at least sixty (60) days prior to December 3, 2005. Upon receipt of such written notice(s) by the Employer, negotiations will commence without undue delay.

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 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 the 14 day of March, 2008.

ILLINOIS FEDERATION OF PUBLIC EMPLOYEES, Local #4408
AFT/AFL-CIO

[Signature]
Andrew Cantrell
Field Service Director

[Signature]
Fred Hodan
Local 4408 Council Vice President

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: [Signature]
Comptroller

ATTEST: [Signature]
Secretary

APPROVED:

[Signature]
~~Associate Vice President for
Administration and Human Resources
Vice Chancellor for~~

[Signature]
Vice Chancellor for Administration

[Signature]
Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature] 3-11-08
Asst. University Counsel (date)

APPENDIX "A"
TO THE AGREEMENT
between
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
ILLINOIS FEDERATION OF PUBLIC EMPLOYEES
Local #4408, AFT/AFL-CIO

Employees covered by this Agreement who are currently employed and were on the University's payroll as a Security Guard effective December 2, 2001 will receive a one time lump sum payment in the amount of one thousand dollars (\$1000.00).

Employees covered by this Agreement who are currently employed and were on the University's payroll as a Security Guard after December 2, 2001 will receive a one time lump sum payment in the amount of five hundred dollars (\$500.00).

Effective December 1, 2006 through November 30, 2007:

<u>Classification</u>	<u>Progression</u>	<u>Hourly Rate</u>
Security Guard	0 – 2 Years	\$11.57
	2 – 6 Years	\$12.64
	Over 6 Years	\$12.96
Personal Rate	Fred Hodan	\$16.32
	Joe Lewis	\$16.32

Retroactive Pay will be effective December 1, 2006.

Effective December 1, 2007 through November 30, 2009, wages shall be increased for each of the one-year periods from December 1, 2007 through November 30, 2009 by the percentage rate of the campus general wage increase established by the UIC Provost for that respective year, or 1.5 %, whichever is higher.