

A G R E E M E N T
by and between
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
LOCAL 399, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO
CHICAGO

Effective from July 1, 2007 through June 30, 2010.

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer) and Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as Union) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by the Illinois Statutes creating the State Universities Civil Service System (110 ILCS 70/36d) and 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 for 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) 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 the provisions hereof, are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire Agreement between the parties hereto. Any subsequent amendments hereto must be in written form and signed by the authorized official(s) of each party.

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 (including Sangamon Street, Roosevelt Road, and Hunt Building, Chicago, and Drug and Horticultural Experiment Station, Lisle, Illinois):

Chief Plant Operating Engineer;
Assistant Chief Plant Operating Engineer;
Plant Operating Engineer, and
Laboratory Operating Engineer
Instrument and Efficiency Engineer-University Utilities

Assistant Instrument and Efficiency Engineer-University Utilities

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

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, religion, sex, age, marital status, disability, or status as disabled veteran or veteran of the Vietnam era.

Section 4. Rights of Employer.

(a) 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 provisions of this Agreement. Employer recognizes the interests of 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.

(b) Parking

During the term of this agreement the University reserves the right to change the fees charged to bargaining unit employees. If the percentage (%) increase exceeds 4% during any contract year during the life of this agreement the Union reserves the right to bargain the additional increase.

Section 5. Protected Activity.

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

Section 6. Union Activity.

The Union and its members will not solicit membership or carry on union activity on University premises with employees of the Employer outside this bargaining unit during work hours. A Union Steward with permission of proper authorities may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules.

Section 7. Notification of Recognition.

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.

**ARTICLE IV
WAGES**

Section 1. Method of Establishment of Wages.

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

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 workweek, but for not more than eight (8) hours' work during any one of the aforesaid five (5) days.

Section 4. Wages (Overtime).

- a) Except as otherwise provided herein, 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 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) Chief Plant Operating Engineer shall be paid bi-weekly based on forty (40) hour workweek at no less than the rate set out herein, and are to work as required without being eligible for overtime, premium or call-back pay. Deviation from Policy and Rules.

Section 5. Wages Payable for Work During the Worker's Scheduled Days Off.

- a) Work performed during the worker's first scheduled day off in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate herein except that if work during such day is the result of change of shifts in accordance with the regular schedule, pay for this day of work shall be at the basic straight time hourly wages established herein, unless such results in the employee working more than forty (40) hours in the workweek. Portions of this paragraph constitute deviations from Policy and Rules.
- b) Work performed during the worker's second scheduled day off in a workweek shall be compensated at the rate of two and one-half (2 1/2) times the regular hourly rate except that if work during such day is the result of change of shifts in accordance with the regular schedule, pay for this day of work shall be at the basic straight time hourly wages established herein, unless such results in the employee working more than forty (40) hours in the workweek. Portions of this paragraph constitute deviations 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) Except employees classified as Chief Plant Operating Engineer, 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) hour's 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 shall receive a minimum of four (4) hour's pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

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.

- a) When the holiday falls while an employee is on approved vacation or leave, the holiday will not be charged against his/her vacation or leave.
- b) With the exception of Chief Plant Operating Engineer, who shall earn vacation and personal leave at the rate shown in Schedule B, workers covered herein shall earn vacation and personal leave at the rate shown in Schedule A, of Policy and Rules.

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. 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 Workweek.

- a) The shift shall consist of eight (8) consecutive hours of work which shall include a paid lunch period not to exceed thirty (30) minutes.
- 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 workweek is a fixed and regularly 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 a workweek 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.

Section 2. Shift Schedule.

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay, or holiday pay. However, it is understood that work forces may be reduced during holidays but without changes of shifts.
- b) The Employer's shift schedule will be arranged so that watches will begin and end between the hours of:

6:00 a.m. and 8:00 a.m.
2:00 p.m. and 4:00 p.m.
10:00 p.m. and 12:00 p.m.

Should an employee be permitted to begin work prior to his/her established starting time, such prior time shall be added to his/her regular shift's work and be compensated at overtime or premium rates, whichever are applicable except as in (c) below.

- c) Plant Operating Engineers may punch out and leave the job up to thirty (30) minutes prior to termination of their shifts, after being properly relieved, provided the Engineer being relieved has eight (8) hours on his time card. Plant Operating Engineers must punch their own time card.

Section 3. Lay Offs.

- a) The Employer will give at least fifteen (15) work days' notice to the worker prior to actual date of lay off unless such lay off is caused by an emergent situation which the Employer alone may define. In such emergent situation the Employer will notify the Union, and a conference (if the latter so

desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of lay off. Portions of the above constitutes deviations from Policy and Rules.

- b) At written request of a worker covered by this Collective Agreement and with concurrence of the Employer, a lay off notice may be less than the fifteen (15) work days established in the preceding paragraph. Portions of the above constitutes deviations from Policy and Rules.

Section 4. Overtime.

Inasmuch as the Employer operates hospitals and educational institutions functioning in the public good and welfare, and services provided it by employees covered in this Agreement are essential to the operation of said hospitals and institutions, said employees through its acceptance by their duly constituted Bargaining Agent, collectively guarantee to perform overtime work whenever the Employer deems such work necessary, being paid for said work at the rates established herein. Overtime work shall be offered and distributed as evenly as possible among employees.

Section 5. Jurisdiction.

- a) The Employer recognizes the jurisdiction of Local 399, International Union of Operating Engineers, as handed down by AFL-CIO is as follows:
"All persons engaged in supervising, controlling, operating or assisting in operating all boilers (irrespective of pressure), air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, also automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of motive power); the supervision of all mechanical operation and any and all appurtenances connected with and used in power driven engines or units connected with the operating water, filtration and chlorine plants; all hoisting and portable machines and engines used in or upon wrecking, digging, boring, building and erecting foundations, streets, road building construction (including grading and repair); all machines used to sweep, clean and remove debris and snow from streets and roads; all oilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines."

- b) It is further understood that the Employer shall be under no obligation to enforce the above stated jurisdiction of Local 399, International Union of Operating Engineers, with respect to, or in connection with, existing work situations and assignments.
- c) However, in case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled among the Unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been agreement on the part of all Unions concerned that such changes are in accordance with their mutual consent.
- d) If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting in every possible way the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer or the persons for whose education, health and welfare it may be responsible, it shall be continued as originally assigned, pending agreement among the Unions. If however, the work is of a nature that its stoppage would not cause the aforementioned hardship or expense, it will be delayed pending attempt by the Union disputants to reach agreement. The Employer reserves the right of decision, pending settlement among the Unions concerned, as to the work assignment and declares that such decision will be based not only on the Union agreements as above-mentioned, but also on local prevailing practice covering the work.
- e) Members of this bargaining unit shall operate, maintain, and repair all machinery and equipment for which they are responsible as stated in the jurisdiction cited above. The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them; and all work of this bargaining unit, traditionally and historically done by its members, shall be performed by employees in the unit, and no such work shall be performed by any other person or be sublet or contracted out.
- f) Workers under the Chief Plant Operating Engineer shall receive their orders from him/her (or, of course, those in line of supervision between him/her and the Plant Operating Engineer). This does not preclude those in line of supervision between the Chief Plant Operating Engineer and the Director of Physical Plant from issuing orders to bargaining unit employees when necessary. The Chief Plant Operating Engineer shall be responsible to his/her supervisor for carrying out orders of the Employers' management in the operation of the plant. The Employers' management shall inform the Chief Plant Operating Engineer of any contemplated major

repairs and/or alterations to be made in the equipment under the jurisdiction of the engineers as listed in ARTICLE VI, Section 5, of this Agreement.

- g) The Employer recognizes its responsibility to maintain a sound operating practice which will result in safe working conditions and efficiency of operations, and, to accomplish this, will hold with workers covered herein periodic discussions of safety matters. The Union recognizes the responsibility of the individual worker in this regard and each is expected to obey safety rules (which should be posted), and follow safe work practices to insure his/her safety as well as that of his fellow workers, and immediately report any unsafe working conditions or work practices to his/her immediate supervisor. Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated above and also entered into the log. If the matter is not resolved, the Union Business Representative may take it up directly with the Labor Relations Office. The Union agrees that the workers it represents in this Collective Agreement will obey all orders of those in authority and will work in every way to the best interests of the Employer.

Section 6. Clothing.

Employees covered under this Agreement may be required to wear, while working, certain 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.

ARTICLE VII APPRENTICESHIP PROGRAM

The Employer agrees to employ apprentices for the purpose of enabling said apprentices to acquire the knowledge and skills necessary to qualify for a valid Stationary Engineer's License.

The Union and Employer agree to the use of apprentices in accordance with this Article and in accordance with the "Plant Operating Engineer Apprenticeship Program" which has been executed between the parties and has been approved by State Universities Civil Service System and the United States Department of Labor.

Therefore the following provisions and conditions shall apply:

1. All applicants for apprentice positions shall have equal opportunity for hiring.
2. The number of apprentices who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give

advance written notice to the Union of its intent to hire apprentices and, upon request, will meet and confer with the Union prior to the appointment of the apprentices.

3. The normal training period required to qualify for a valid Stationary Engineer's license is three (3) years.
4. Each person who enters the Apprentice Program shall attend and satisfactorily complete the Local 399 school at their own expense for the full three (3) year period.
5. Apprentices shall be non-status employees and as such may be disciplined and/or discharged for cause.
6. Apprentices who successfully complete this program and obtain a valid Stationary Engineer's license and Journeyman status shall not be subject to State University Civil Service examination and will be appointed as Plant Operating Engineer with full status as vacancies and funds permit. No right to continuation of employment is earned by satisfactory completion of apprenticeship. If employment is continued at the Journeyman level, seniority is counted from the date the employee acquires Journeyman status.
7. Apprentices must work under the supervision of a Plant Operating Engineer and may not be assigned to work alone.
8. The Employer acknowledges that the hiring of Apprentices shall not cause a layoff or elimination of Plant Operating Engineers working for the University. It being further understood that in case of a job elimination or layoff, Apprentices will be laid off first and re-hired last.

ARTICLE VIII 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, shall be provided to the Union. Appeals from reprimand or suspension actions shall be in accordance with the grievance procedures outlined in ARTICLE IX 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 IX GRIEVANCE AND ARBITRATION

Section 1. General Provisions.

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

Section 2. Time Limits to File.

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

Section 3. Procedure.

- a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The Union Steward may attend this grievance meeting.
- b) If no agreement is reached in the above grievance meeting, the grievance shall be reduced to writing and submitted to the Director of Facilities Management within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Director of Facilities Management shall study the grievance and respond in writing within seven (7) calendar days. This response will be the final position of the Director of Facilities Management.
- d) If the grievant or the Union wishes to appeal from the decision of the Director of Facilities Management, it shall do so in writing within seven (7) calendar days of the date of receipt of said decision. The appeal shall be directed to the Campus Chancellor, or his designee.

- e) The Campus Chancellor, or his designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) calendar days after receipt of the appeal if no hearing is conducted, or within fourteen (14) calendar days from the close of any hearing which is conducted by the Campus Chancellor, or his designee.
- f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his designee, it shall do so, in writing, within seven (7) calendar days of the date of receipt of such Decision. The appeal shall be directed to the Director of Human Relations and Equal Opportunity in the Office of the President 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 on the grievance within fourteen (14) days from the date of the close of the hearing. If no hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a decision within seven (7) days from receipt of the appeal.
- h) If the Union wishes to appeal from the decision of the Director of Human Relations and Equal Opportunity, or his/her designee, it shall request mandatory arbitration, in writing, within seven (7) calendar days from date of receipt of the decision. The written request shall be directed to the Associate Vice President for Administration and Human Resources.
- i) The foregoing time limits may be extended by mutual agreement.

Section 4. Arbitration.

- a) When the Associate Vice President for Administration and Human Resources receives a written request for Arbitration then a joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of five (5) Arbitrators. The Arbitrator will be selected from this panel within ten (10) work days, provided that such panel may be rejected by either party, in which event a request will be made for a second (2nd) panel. The Employer and the Union shall alternately strike four (4) of the five (5) names. The remaining name shall serve as Arbitrator.

- b) If the Arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) Cost of Arbitration, including the fee of the Arbitrator, shall be equally divided between the Employer and the 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. This ARTICLE represents a deviation from Policy and Rules.

ARTICLE X 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. Seniority Shift/Job.

Plant Operating Engineers must have at least one (1) seniority shift/job pick each two (2) calendar years. However, operational needs may cause the Employer to hold such shift/job picks more often. Shift/Job picks will be monitored and coordinated by the Chief Plant Operating Engineers in both Facilities and Utilities. Specific jobs will be listed and preferences for a job may be submitted. Any individual deemed not suited for a particular job due to special training and/or experience by the Chief Plant Operating Engineers may list a second choice and every effort will be made to accommodate that choice. After completion of the shift/job pick, it will be presented to the Director of Utilities Operations and Executive Director of Facilities Management for final approval. Nothing shall preclude the Employer from moving Plant Operating Engineers from one job or another in emergency situations or to meet the needs of the operation.

Section 3. Rosters.

- a) The Employer agrees to provide rosters to the Union of the occupational group in the bargaining unit showing each worker's seniority and job

classification as the rosters are prepared for use of and distribution to operating department.

- b) The Employer agrees to provide the aforementioned rosters at other infrequent times to the Union upon its showing good cause for needing same.

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. No Lockout.

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

ARTICLE XII DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

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

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11 of the Illinois Educational Labor Relations Act the parties Agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have authorized a deduction under Section 1 of this ARTICLE, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of the

signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck and shall be forwarded to the Union along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 4.

In the event that any employee covered hereby is precluded from making a Fair Share contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said deduction, provided however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee deduction.

Section 5.

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

Section 6.

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

ARTICLE XIII
CONFORMITY TO LAW - SAVINGS CLAUSE

If any provisions of this Agreement or enforcement of performance of such provision is or shall at any time be contrary to Federal law or State law or Rules and Regulations thereof, or if the Emergency Rules of the I.E.L.R.B. with respect to challenges of Fair Share payments lapse, then such provisions (including the Fair Share Article) shall not be applicable or enforced or performed except to the extent permitted by such laws. The parties shall thereupon negotiate a substitute provision.

If any provision of this Agreement or its application to covered employees is held contrary to law, the remainder of this Agreement shall not be affected thereby. If at any time thereafter such provision or its application shall no longer conflict with the law it shall be deemed restored in full force and effect.

ARTICLE XIV
PERIOD COVERED, STATUS DURING NEGOTIATIONS AND
COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., July 1, 2007 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. midnight, June 30, 2010. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to 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. 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 this Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

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

APPENDIX "A"

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

<u>Class</u>	<u>Wage Rate</u> <u>7/01/07</u>	<u>Wage Rate</u> <u>7/01/08</u>	<u>Wage Rate</u> <u>7/01/09</u>
Laboratory Operating Engineer*	\$37.45	\$38.57	\$39.73
Plant Operating Engineer	\$39.42	\$40.60	\$41.82
Assistant Chief P.O.E. 110% of P.O.E.	\$43.35	\$44.65	\$45.99
Chief P.O.E. 120% of P.O.E.	\$54.95	\$56.60	\$58.30
Apprentices			
0-12 months	\$ 9.79	\$ 9.79	\$ 9.79
After 12 months	\$11.22	\$11.33	\$11.33
After 36 months	\$12.88	\$12.88	\$12.88
Instrument and Efficiency Engineer - University Utilities	\$43.35	\$44.65	\$45.99
Assistant Instrument and Efficiency Engineer – University Utilities	\$23.13	\$23.83	\$24.54

*95% of P.O.E.

For year two (2) of this Agreement July 1, 2008 through June 30, 2009 it is hereby agreed by the parties that wages will be adjusted by three percent (3%) on July 1, 2008 as specified in this Appendix "A". However, if the percentage increase determined by the Provost Office on the Chicago Campus for the general wage increase for University civil service employees is greater than three percent (3%) then such excess will be included in the hourly rate for employees covered hereunder. A Supplemental Agreement which reflect this wage increase will be executed by the parties.

For year three (3) of this Agreement July 1, 2009 through June 30, 2010, it is hereby agreed by the parties that wages will be adjusted by three percent (3%) on July 1, 2009 as specified in this Appendix "A".

However, if the percentage increase determined by the Provost Office on the Chicago Campus for the general wage increase for University civil service employees is greater

than three percent (3%) then such excess will be included in the hourly rate for employees covered hereunder. A Supplemental Agreement which reflect this wage increase will be executed by the parties.

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

LOCAL 399, INTERNATIONAL UNION OF THE BOARD OF TRUSTEES OF THE OPERATING ENGINEERS, AFL-CIO UNIVERSITY OF ILLINOIS

Brian E. Hickey
President-Business Manager

BY: _____
Comptroller

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President
for Administration and
Human Resources

Vice Chancellor for
Administration

Vice Chancellor for
Human Resources

Chief Negotiator and
Labor Relations Specialist

APPROVED AS TO LEGAL FORM:

University Counsel (Date)

