

AGREEMENT

by and between

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

and

PAINTERS DISTRICT COUNCIL #14

Effective January 2, 2003 through June 1, 2008

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**AGREEMENT
BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
PAINTERS DISTRICT COUNCIL #14**

EFFECTIVE FROM JANUARY 2, 2003 THROUGH JUNE 1, 2008.

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 the Employer) and the Chicago and Painters District Council #14, (hereinafter referred to as the Union) in behalf of certain nonacademic employees of the Employer identified in Article II 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 function of the University.

**ARTICLE II
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:

Painter Chargeman

Painter Foreman
Painter

but excluding all supervisors, managers and confidential employees as defined in the Illinois Educational Labor Relations Act.

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.

**ARTICLE III
LIMITATIONS**

Section 1. Limitations.

- a) This Agreement is subject to: (1) applicable Federal and State laws as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time; (4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference. The University recognizes the Union's right to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining.
- 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 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 authorized official(s) of each party.

**ARTICLE IV
EMPLOYER RIGHTS**

The Board of Trustees and its administrative officers, pursuant to 110 ILCS 305/1 et seq. possess the sole right to operate the University and all management rights repose in it. Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive

right of the University to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to actions necessary to plan, direct, control and determine all the operations and services of the University.

ARTICLE V UNION STEWARD(S)

The Union shall advise the Employer in writing of the name of the Union Steward(s). The Union shall also promptly notify the Employer of any changes in the identity of the Union Steward(s). There will be a maximum of two (2) Stewards.

ARTICLE VI WAGES

Section 1. Method of Establishment of Wages.

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

Section 2. Effective Date of Wages.

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

Section 3. Hourly Rates.

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

Section 4. Call Back Pay.

- a) When employees have left the premises after having completed their regularly scheduled day's work, and are called back to work, they shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the negotiated hourly rate.
- b) The number of employees required to perform a task on call-back (or overtime) will be the same as the number of employees required to perform the same task during the regular scheduled work day. Exceptions, as determined by safety considerations, may be made by the foreman or other supervisor.
- c) There shall be a foreman present on all callback work (or overtime) where there are six (6) or more employees present. The foreman shall devote his/her time to supervision of the work and shall not work with the tools.

ARTICLE VII HOLIDAYS

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

HOLIDAYS

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

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

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

ARTICLE VIII APPRENTICES

The parties acknowledge that apprentices are included as covered under the terms of this Agreement (Article II, Section 1). Prior to the Employer employing any apprentices, the parties will meet and negotiate and agree upon specific terms and conditions of employment relative to the use of apprentices.

ARTICLE IX WORKING CONDITIONS

Section 1. Starting Time and Quitting Time

The starting time for each employee, ready for work, shall be 7:00 a.m. or any other starting time as mutually agreed to between the Employer and the Union. The quitting time for each employee shall be 3:30 p.m. Employees shall not leave assigned work locations prior to

3:06 p.m. unless it is necessary to leave earlier in order to meet the scheduled transportation pick-up point.

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

Section 2. Tardiness.

Tardiness is defined as punching in after the scheduled start of an assigned work shift. Tardiness will be penalized by a deduction of time from the employee's standard work shift as follows:

| <u>Minutes Late</u> | <u>Time Deducted</u> |
|---------------------|----------------------|
| 1 to 6 minutes | .1 of an hour |
| 7 to 12 minutes | .2 of an hour |
| 13 to 18 minutes | .3 of an hour |
| 19 to 24 minutes | .4 of an hour |
| etc. | etc. |

Foremen may approve employee requests to use personal leave time to make up the time deducted.

Frequent tardiness (i.e. more than five (5) within a three (3) consecutive month period including any for which personal leave time has been approved) will be subject to disciplinary action.

Section 3. Rest Period.

A ten (10) minute rest period may be allowed when the foreman or other supervisor determines the rest period will not affect the work in progress. The morning rest period must begin at 8:30 a.m. and end at 8:40 a.m. The afternoon rest period must begin at 1:00 p.m. and end at 1:10 p.m. Any deviations will require prior approval from the foreman or other supervisor.

Section 4. Lunch Period.

Employees shall take their lunch period beginning at 11:00 a.m. and ending at 11:30 a.m. Employees may not leave the assigned work area prior to 11:00 a.m. and must return to the assigned work area by 11:30 p.m. Failure to return to work at the end of the thirty (30) minute lunch period will subject employees to disciplinary action. Any deviation will require prior approval from the foreman or other supervisor. If the foreman or other supervisor is not available, the employee must leave a message with the Superintendent of Buildings' office stating when the lunch period will be taken.

Section 5. Wash-up Time.

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

Section 6. Use of Vacation and Personal Leave.

Vacations should be scheduled at least ten (10) work days in advance, but must be scheduled at least (8) work days in advance.

Personal leave requests of two (2) days or less are to be considered for approval by the foreman on an individual basis. Misuse (repetitive patterns) of short-term personal leave will not be permitted.

Section 7. Clothing.

Employees will be required to wear in a professional manner certain clothing prescribed by the Employer. The Employer shall furnish such clothing as necessary (up to eight (8) shirts and pants) and replace same as necessitated by normal wear and tear and then only after inspection and approval by the Employer. At the time of termination of employment such clothing must be returned to the Employer. Employees will launder and maintain such prescribed clothing pursuant to the practice in effect at the effective date of this Agreement.

Section 8. General Items.

(a) Identification Cards.

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

(b) Leaving Assigned Work Area.

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

(c) Use of University Property.

University property may not be used for personal reasons or removed from the premises. Personal telephone calls are limited to emergencies.

(d) Use of University Vehicles.

University vehicles must be used for University business only and are not to be driven off the UIC Campus for lunch, breaks, or any other reason unless prior approval has been granted by the foreman or other supervisor.

Employees driving UIC vehicles are responsible for the payment of any traffic and/or parking citations. Upon the receipt of a ticket, the employee must immediately notify his/her foreman or other supervisor.

(e) Use of Personal Vehicles.

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

(f) Workday - Awaiting Assignment.

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

(g) Safety.

All employees are expected to utilize safety equipment when required and furnished.

ARTICLE X TOOLS

Hand tools will be furnished by the Employer and replaced and secured by the Employer pursuant to the practice in effect at the effective date of the Agreement.

ARTICLE XI JURISDICTION

Members of the Bargaining Unit shall perform all work of the Employer that has traditionally and historically been performed by them; and all work traditionally and historically done by Bargaining Unit members, shall be performed by employees of the unit, and no such work shall be performed by any other person except as has traditionally and historically been performed by other person(s).

It is further understood that the Employer shall be under no obligation to enforce the above stated jurisdiction of the Chicago and Painters District Council #14, with respect to, or in connection with existing work situations and assignments.

However, in case jurisdictional disputes arise between representatives of the Chicago and Painters District Council #14 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.

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 a 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.

ARTICLE XII 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 five (5) calendar days following the date the grievance is alleged to have occurred or within five (5) 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 Associate Vice Chancellor of Facilities Management within five (5) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Associate Vice Chancellor of Facilities Management shall study the grievance and respond in writing within five (5) calendar days. This response will be the final position of the Director of Physical Plant.
- d) If the grievant or the Union wishes to appeal from the decision of the Associate Vice Chancellor 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 University Equal Opportunity in the Office of the President of the University.
- g) The Director of Human Relations and Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in the Director of Human Relations and University Equal Opportunity or his/her designee) 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 Associate Vice President or 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 university Equal Opportunity or 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 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 Office of the Associate Vice President for Administration and Human Resources. The Union shall make the sole determination to proceed to arbitration.
- i) The foregoing time limits may be extended by mutual agreement.

Section 4.

- 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 seven (7) arbitrators. The Arbitrator will be selected from this panel within ten (10) work days, provided that one (1) 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 six (6) of the seven (7) 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 XIII
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 administration fee, if any, or any other authorized deduction set forth in such card, and any authorized increase 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, 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 XIV
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 XV
PERIOD COVERED 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., January 2, 2003 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. June 1, 2008. 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. Commencement of Negotiations.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this _____ day of _____, 2003.

PAINTERS DISTRICT COUNCIL #14

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Gerald C. Harms, Business Manager
Secretary Treasurer

BY: _____
Comptroller

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President for
Administration and Human
Resources

Vice Chancellor for Administration

Chief Negotiator

APPROVED AS TO LEGAL FORM:

For University Counsel (date)

APPENDIX "A"
TO
THE AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
PAINTERS DISTRICT COUNCIL #14

WAGE RATES

| <u>CLASS</u> | <u>WAGE RATE</u> <u>6/1/02</u> |
|---------------------------------------|---|
| Painter | \$29.85 |
| Painter Chargeman | \$31.71 |
| Painter Foreman | \$33.58 |
| Painter Apprentice (see Article VIII) | Appropriate percentage Journeyman rate |

SUPPLEMENTAL WAGE APPENDIX “A”

TO THE AGREEMENT BY AND BETWEEN

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

AND

PAINTERS DISTRICT COUNCIL #14

WHEREAS THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS and PAINTERS DISTRICT COUNCIL #14 entered into a Labor Agreement effective from January 2, 2003 through June 1, 2008 and;

WHEREAS ARTICLE VI, Section 3 of said Agreement sets forth the basis for establishing hourly rates of pay for bargaining unit employees and;

WHEREAS the agreed prevailing wage is to be increased effective June 1, 2004;

NOW THEREFORE it is agreed as follows:

Hourly wage rates effective June 1, 2004 will be:

| <u>Classification</u> | <u>Wage Rate Effective 6-01-04</u> |
|-----------------------|--|
| Painter | \$32.10 |
| Painter Chargeman | \$34.05 |
| Painter Foreman | \$36.02 |

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this _____ day of _____, 2004.

PAINTERS DISTRICT COUNCIL #14

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Gerald C. Harms, Business Manager
Secretary Treasurer

BY: _____
Comptroller

ATTEST: _____
Secretary

Vice President for

APPROVED: _____
Associate
Administration and Human
Resources

Vice Chancellor for Administration

Chief Negotiator

APPROVED AS TO LEGAL FORM:

For University Counsel (date)