

**AGREEMENT**

**by and between**

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

**and**

**LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO  
CHICAGO**

**July 1, 2018 through June 30, 2023**

## Table of Contents

	<u>Page</u>	
Article I	Authorization and Purpose	1
Article II	Limitations	2
Article III	Negotiations and Exclusive Recognition	2
Article IV	Wages	4
Article V	Benefits	5
Article VI	Working Rules and Conditions	6
Article VII	Discipline	9
Article VIII	Grievance and Arbitration	9
Article IX	Seniority	12
Article X	No Strike or Lockout	12
Article XI	Dues Deduction	13
Article XII	Conformity to Law – Savings Clause	13
Article XIII	Period Covered, Status During Negotiations and Commencement of Negotiations	13

# **AGREEMENT**

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UNIVERSITY OF ILLINOIS**

**and**

**LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO  
CHICAGO**

**Effective from July 1, 2018 through June 30, 2023.**

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) on 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) statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; and (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, but not limited to, Sangamon Street, Roosevelt Road and Hunt Building, Chicago; and Drug and Horticultural Experiment Station, Lisle, Illinois):

Steam & Power Plant III  
Steam & Power Plant IV  
Steam & Power Plant V  
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 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.

If there is any increase in fees charged to bargaining unit employees, the University agrees to discuss the reasons and rationale for the increase with representatives from the Union. If the percentage (%) increase exceeds 3% during any contract year during the term of this Agreement, the Union reserves the right to bargain the 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 a 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 exclusive 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.

Wages specified in Appendix "A" are subject to renegotiation for the second, third, fourth and fifth years of this Agreement.

### 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. Chief Plant Operating Engineer shall be paid bi-weekly based on a 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 – this is a 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) 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 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.

### **ARTICLE V BENEFITS**

#### Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation, Personal Leave, Retirement and Inter-institutional 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 outlined in subsection (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 the 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 the 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 layoff notice may be less than the fifteen (15) work days established in the preceding paragraph. Portions of the above constitute 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 by employees covered in this Agreement are essential to the operation of said hospitals and institutions, said employees through 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, 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 boilers (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, if 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 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 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 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 by the Employee not to do so, shall be provided to the Union. Appeals from reprimand or suspension actions shall be in accordance with the grievance procedure outlined in ARTICLE VIII of this Agreement. Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System.

### **ARTICLE VIII GRIEVANCE AND ARBITRATION**

#### Section 1. General Provisions.

- a) Definition - A grievance is defined as a complaint by an employee or the Union which alleges a violation of a section or sections of this 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 Vice Chancellor for Administrative Services within seven (7) calendar days from the date of the grievance meeting with the immediate supervisor.
- c) The Vice Chancellor for Administrative Services 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 Vice Chancellor for Administrative Services, 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 Assistant Vice President for Equal Employment Opportunity and Human Resources in the Office of the President of the University.

- g) The Assistant Vice President for Equal Employment Opportunity and Human Resources, 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 Assistant Vice President for Equal Employment Opportunity and Human Resources, 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 Assistant Vice President for Equal Employment Opportunity and Human Resources, 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 Assistant Vice President for Equal Employment Opportunity and Human Resources, 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 Executive Director and Associate Vice President for Human Resources.
- i) The foregoing time limits may be extended by mutual agreement.

#### Section 4. Arbitration.

- a) When the Executive Director and Associate Vice President for 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 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. 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.

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.

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

## **ARTICLE X 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 XI  
DUES DEDUCTION**

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. Indemnification.

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.

**ARTICLE XII  
CONFORMITY TO LAW - SAVINGS CLAUSE**

If any provision of this Agreement or enforcement of performance of such provision is or shall at any time be contrary to Federal law, State law or Rules and Regulations thereof, then such provisions 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 XIII  
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, 2018 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. midnight, June 30, 2023. 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 to the Agreement.



IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on

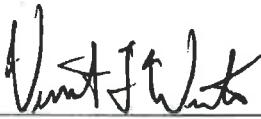
this 12<sup>th</sup> day of November, 2018.

**LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

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

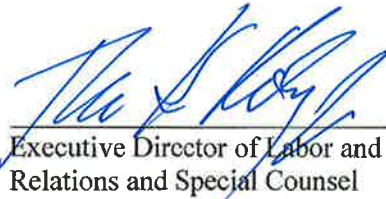
  
\_\_\_\_\_  
President-Business Manager

BY:   
\_\_\_\_\_  
Vice President, Chief Financial Officer and  
Comptroller

  
\_\_\_\_\_



APPROVED:   
\_\_\_\_\_  
Interim Associate Vice President for Human  
Resources

  
\_\_\_\_\_

  
\_\_\_\_\_  
Executive Director of Labor and Employee  
Relations and Special Counsel

  
\_\_\_\_\_  
Associate Director, Labor and Employee  
Relations and Chief Negotiator

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
University Counsel (Date)  


**AGREEMENT**

by and between

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

and

**LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO  
CHICAGO**

**APPENDIX A**

**WAGE RATES EFFECTIVE 07-01-18**

<b><u>Class</u></b>	<b><u>Wage Rate</u></b>
Steam & Power Plant III	49.85
Steam & Power Plant IV	54.84
Steam & Power Plant V	69.48
Instrument and Efficiency Engineer- University Utilities	54.83
Assistant Instrument and Efficiency Engineer – University Utilities	29.25

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this 12th day of November, 2018.

**LOCAL 399, INTERNATIONAL UNION  
OF OPERATING ENGINEERS, AFL-CIO**

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

Brian E. Doherty  
President-Business Manager

BY: [Signature]  
Vice President, Chief Financial Officer and  
Comptroller

Vincent J. Winters

APPROVED Jani Paivier  
Interim Associate Vice President for Human  
Resources

[Signature]

[Signature]  
Executive Director of Labor and Employee  
Relations and Special Counsel

\_\_\_\_\_

[Signature]  
Associate Director, Labor and Employee  
Relations and Chief Negotiator

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

Therese R. Brennan 10-26-18  
University Counsel (Date)  
[Signature]