AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 482

August 18, 2024 through August 25, 2029

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The University agrees to provide reasonable safeguards for Stagehands at all times and to pay benefits for on-the-job accidents and job-caused illnesses in strict accordance with the laws of the State of Illinois regarding Worker's Compensation. The Union agrees that the employees it represents will wear and otherwise use all recommended safety equipment as provided and comply at all times all safety rules as prescribed. The University agrees that it will conform to the Illinois Environmental Health Act as it relates to sound levels. It is agreed that the University will make a reasonable effort when practicable to provide suitable space in which Stagehands can change clothes and suitable facilities in which they can store their clothes and personal effects. 25
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The Board of Trustees of the University of Illinois 34
and 34
The International Alliance of Theatrical Stage Employees, Moving Picture 34
Technicians, Artists and Allied Crafts of the United States, Its Territories and 34
Canada, AFL-CIO, CLC, Local No. 482 34

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INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 482

Effective August 18, 2024 through August 25, 2029.

This Agreement is made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as the "University"), and Local No. 482 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC (hereinafter referred to as the "Union") on behalf of certain non-academic employees of the University as identified in Article III of this Agreement.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by Section 36d of the Illinois Statute creating the State Universities Civil Service System of Illinois (110 ILCS 70/36d) and by the Illinois Educational Labor Relations Act. (115 ILCS 5/1 *et seq*.)

Section 2. Purpose.

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the University and the Union. The University and the Union are committed to the uninterrupted effective performance of the University's teaching, research, and public service functions.

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 the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the 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 the University's 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 between any of the foregoing and any provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

c) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement.

ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Class Represented.

The University recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following class as defined or established by the State Universities Civil Service System of Illinois and employed by the University at its Urbana-Champaign, Illinois campus:

ASSEMBLY HALL STAGEHAND

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

Section 2. Equal Opportunity

Neither the University nor the Union shall discriminate against or harass any applicant, candidate for employment, or employee based upon that individual's race, color, national origin, ancestry, creed, gender, sex, age, religion, marital/civil union/parental status, disability, sexual orientation including gender identity, genetic information, unfavorable discharge from the military, status as a protected veteran, or status as a victim of domestic or sexual violence, within the meaning of and as defined by the applicable federal and state employment statutes.

Section 3. Requests for Reasonable Accommodation

Individuals who are in need of a reasonable accommodation to be able to perform the essential functions of their position due to a physical or mental disability within the meaning of the Americans with Disabilities Act, as amended, should request an accommodation through the human resources personnel for their department, the labor and employee relations section of Staff Human Resources, or the University's Office of Diversity, Equity and Access. Once a request for reasonable accommodation is requested, the University will engage in an interactive process with that employee and his or her medical provider to determine what reasonable accommodation, if any, will be effective in allowing the employee to be able to perform the essential functions of his or her position.

Section 4. Rights of University

The Union recognizes the rights of the University 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. The University recognizes the interests of the 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. The Union recognizes and acknowledges the exclusive right of management through its representatives to determine the number of employees needed, to assign work, to establish work schedules and to make and to enforce such rules as are necessary and reasonable in order to accomplish its function and to control working conditions not inconsistent with the terms of this Agreement. The Union agrees that employees whom it represents shall accept work assignments, comply with work schedules and obey established rules insofar as they do not conflict with specific provisions of this Agreement or conflict with the requirements of Yellow Cards presented to the University prior to show time whenever and wherever such cards are applicable.

Section 5. Protected Activity

There will be no discrimination by the University or the University's representatives against members or officers of the Union, Local No. 482, because of any Union activity in which they are properly engaged. The Union agrees that it will practice no form of discrimination against persons because they are seeking or declining membership in the Union, nor because of the applicant's status as an employee of the University. The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the University during working hours.

Section 6. Grievance Procedure

The grievance resolution procedure contained herein applies to all employees covered by this Agreement and provides for binding arbitration.

Definition of a Grievance. A grievance is defined as any dispute or disagreement between the parties with respect to the application, administration or interpretation of this Agreement or rising out of matters controlled by the University which directly affect wages, hours or other terms and conditions of employment.

a. Supervisor and Employee Responsibilities

    1. Employee-Supervisor Discussion. An employee who has a request or complaint shall discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally or through his or her Union representative. If a discussion with a supervisor is intended to fulfill this step of the grievance process, the supervisor must be notified in advance of the meeting that this is the intended purpose of the meeting. Upon receiving such notification, the supervisor, within his or her discretion, may invite a member of the Labor and Employee Relations section of Staff Human Resources to attend the meeting, as well.

    2. Submission of Complaint in Writing. The above procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most of the daily University-employee problems. However, if a request or complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance. Failure to follow this requirement will not render the grievance invalid, but the grievance will then need to be filed again in compliance with this provision and other relevant provisions of this Agreement. The University agrees to notify the Union if the University believes that the grievance has not been filed in compliance with these requirements. In such cases the University will grant an extension of five (5) calendar days to re-file the grievance.

b. Formal Grievance. A formal grievance may be filed under the steps indicated below by an employee, a group of employees, or the Union.

    1. When a written grievance is received from an employee (other than one signed by the Local No. 482 Business Agent), a copy will be sent to the Business Agent of Local No. 482. The Union reserves the right to be present at the adjustment of any grievance and to demand that the adjustment be consistent with the terms of the Agreement in accordance with Section 5/3(b) of the Illinois Educational Labor Relations Act.

    2. The Union, as the exclusive bargaining representative, reserves the right to process grievances on behalf of an employee. The Union reserves the right to advance the grievance, withdraw from representation of the grievance, or consider the grievance settled at the appropriate step of the grievance procedure based on the facts of the case.

3. Departmental Step

    a. Filing of Grievance with Department Head. To be considered formally, a grievance must be filed in writing with the employee's Department Head. It must also be submitted within thirty (30) calendar days after the occurrence leading to the grievance or within thirty (30) calendar days after the employee reasonably should have known that the occurrence would affect him/her. This time limit:

        1. Does not apply to requests for position classification review.
        2. May be extended for just cause by mutual agreement of the University and the Union.

        The written grievance must provide a clear statement of the grievance, a report on the efforts to settle informally, such facts as may be of aid in arriving at a prompt and definitive resolution, and the redress sought by the grievant.

    b. The Department Head shall consider and answer the grievance in writing not later than fifteen (15) calendar days following the date upon which it was formally presented. If the Department Head fails to answer within these fifteen (15) calendar days or if the Department Head's answer does not resolve the grievance acceptably to the employee or the Union, the grievance may be appealed to the Chancellor, provided that the appeal is filed in writing within fifteen (15) calendar days after the Department Head's answer is received or due. Any decision by a Department Head that does not resolve the matter may be appealed within fifteen (15) calendar days after it is received.

4. Campus-Level Step

    a. Chancellor Investigation. Upon receipt of an appeal, the Chancellor or an official designated to act on his/her behalf shall fully investigate the grievance, including offering a hearing to the grievant and/or the Union. Should the grievant and/or the Union accept the offer of a hearing, the Chancellor or the Chancellor’s designee will schedule and conduct the hearing within twenty-one (21) calendar days from the date the office designated by the Chancellor receives the appeal.

    All parties to the grievance will be given an opportunity to be pre behalf shall fully insent at any such hearing to present arguments and evidence to support their position. A written response shall be issued to the grievant and/or Union within twenty-one (21) calendar days after the hearing. If a hearing is not held, a written response shall be issued to the grievant and/or Union within thirty (30) calendar days from the date the appeal is received. If the Union disagrees with the written

decision issued by the Chancellor or his/her designee, the Union may move the grievance to arbitration by submitting a written request for arbitration to the Director of Labor and Employee Relations for the Urbana-Champaign campus within seven (7) calendar days after the Chancellor's decision was received by the Union.

This section represents a deviation from Policy and Rules.

Section 7. Arbitration Step

a. Appeal to Arbitration. If the grievance is appealed to arbitration in accordance with the above procedure, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receiving that panel, the parties shall alternately strike the names of three (3) arbitrators from the list, taking turns on the first strike. The person whose name remains on the list shall be selected as the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the University and Union requesting that the arbitrator set a time and place for the hearing, subject to the availability of the University and Union representatives, and describing the issue to be arbitrated if the parties have mutually agreed upon the issue. The decision and award of the arbitrator shall be final and binding on the employee, the Union, and the University.

b. Arbitration Costs. Costs of the arbitration shall be equally divided between the Union and the University, except that each party will be responsible for any expense incurred in the preparation and presentation of its own case, and for any transcript it may order. Employees who desire to advance grievances, including moving them to arbitration beyond the level supported by Local No. 482, may do so at the employees own expense.

Section 8. Mutually Agreed Extension of Time Limits

The time limits contained within this Article may be extended by mutual agreement between the University and the Union.

Section 9. Use of Bulletin Board.

Upon approval by the University, the Union may have posted certain notices and bulletins upon bulletin boards designated by the University. These notices and bulletins will be on the official letterhead of the Union, signed by an officer of the Union.

ARTICLE IV
SCOPE

This understanding covers the employment of the Assembly Hall Stagehands by the University of Illinois in the operation of its State Farm Center, its Krannert Center for the Performing Arts and/or the athletic facilities. It is agreed that, for the term of this Agreement, the University shall provide permanent and continuous employment for Stagehands as defined by the State Universities Civil Service Class Specification Code No. 3298 as long as Stagehand work exists. Notwithstanding anything contained herein, this employment is subject to the provisions of Policy and Rules and the statute and rules of the State Universities Civil Service System of Illinois. These agreements and commitments are subject to the availability of such full-time personnel and the Union agrees to assist in recruiting them. Subject to formulas, provisions, extensions, and limitations elsewhere in the Agreement, Stagehands shall build and paint scenery, props, stage supplies, and stage equipment, shall place and maintain and operate all sets, scenery, props, turntables, fly floor, switchboards, consoles, spotlights, lighting equipment, sound equipment, lighting effects, sound effects, special effects, electrical equipment, and effects controlled by steam water, air, and electricity, and whether made on film, tape, or otherwise, and whether produced by means of motion picture projectors or devices, or combination of the foregoing or by any means, methods now used or which may hereafter be adopted, within the Krannert Center for the Performing Arts and within the stage area created by the masking curtains in the State Farm Center and/or the athletic facilities. The characteristic duties of State Universities Civil Service Class Specification Code No. 3298 (Assembly Hall Stagehand) are further described under the State Universities Civil Service job specification, defining the duties commonly understood to be performed by "Stage Electricians", "Stage Carpenters", "Property Men", "Soundmen", "Stage Lighting Console Operators", and "Grid Console Operators". The University hereby agrees to extend the rates of pay, working conditions, and other provisions established herein to cover Stagehands employed on non-status appointments insofar as applicable rules and laws allow. Nothing in this Agreement shall be construed as to prevent the use of bargaining unit employees for events occurring at Foellinger Auditorium, Lincoln Hall Theater, and Gregory Hall Auditorium. Employees will be scheduled as needed based on client needs, at the discretion of the theater space manager. Employees will be paid at current one-off event rates through University payroll.

ARTICLE V
WAGES

Basic straight time hourly rates for employees (both permanent and extra help employees) covered by this Agreement are and shall be as set forth in Appendix A, attached hereto and made a part hereof by reference. Except as otherwise stated within this provision, bargaining unit employees shall be eligible to receive across-the-board percentage wage increases, in addition to any longevity increases to which they may be eligible pursuant to Appendix A of this Agreement.

Individuals employed by the University in bargaining unit positions as of the date that this agreement is fully executed shall be eligible to receive a five percent (5%) across-the-board percentage increase to their base salary.

Effective August 31, 2025, bargaining unit employees shall be eligible to receive an across-the-board percentage increase to their base salary four percent (4%).

Effective August 30, 2026, bargaining unit employees shall be eligible to receive an across-the-board percentage increase to their base salary three percent (3%).

Effective August 29, 2027, bargaining unit employees shall be eligible to receive an across-the-board percentage increase to their base salary that is equivalent to the campus wage program announced by the University for that contract year, or two and a half percent (2.5%), whichever is greater.

Effective August 27, 2028, bargaining unit employees shall be eligible to receive an across-the-board percentage increase to their base salary that is equivalent to the campus wage program announced by the University for that contract year, or two and a half percent (2.5%), whichever is greater.

ARTICLE VI
BENEFITS

Section 1. University Offered Benefits

Employee benefits (e.g. leaves of absence, retirement disability, sick leave, holidays, vacation and personal leave, retirement, and inter-institutional reciprocity) will be set forth in Policy and Rules. Benefits under the control of the University will not be diminished during the life of this Agreement, and improvement 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 University.

Section 2. Family and Medical Leave

a) General

The University offers family and medical leave in accordance with the terms of the federal Family and Medical Leave Act (FMLA). As set forth in that statute, the University grants eligible employees up to twelve (12) workweeks of unpaid leave during any 12-month period. Throughout that leave, the employee's group health benefits will be maintained under the same terms as if the employee had continued working. At the end of the leave, the employee will be restored to the same or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. The FMLA also provides certain military family leave entitlements as well. Eligible employees may use FMLA leave for specified reasons related to certain military deployments of their family members and may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

b) Eligibility

To be eligible for FMLA leave, an employee must have been employed by the University for at least twelve (12) months and have worked at least 1,000 hours during the twelve-month period preceding the onset of the leave. The twelve months of employment does not need to be consecutive in order for the employee to qualify, but generally only employment within the past seven years will be considered. In addition, only hours actually worked by the employee for the University will be considered in determining whether the employee has met the 1,000 hours eligibility requirement. Accordingly, both paid leave and unpaid leave will not be included in the calculation of the number of hours worked by the employee.

c) Qualifying Conditions

An eligible employee is entitled to take up to twelve (12) weeks of family and medical leave for any of the following reasons:

- to take medical leave when the employee is unable to work because of a serious health condition;
- to care for an immediate family member (spouse, child or parent) with a serious health condition;
- for the birth of a son or daughter, and to bond with the newborn child;
- for the placement with the employee of a child for adoption or foster care, and to bond with that child; or

- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty status as a member of the National Guard, reserves or regular armed forces. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee is entitled to take up to twenty-six (26) workweeks of unpaid leave to care for a covered servicemember with a serious injury or illness. A covered servicemember is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FML to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

In determining whether an employee or an immediate family member has a serious health condition for the purposes of this policy, the University utilizes the definition of a "serious health condition" that is set forth in the federal FMLA statute. In general, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity (inability to work) of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment as well.

Leave to bond with a newborn child or for a newly placed adopted or foster child must conclude within twelve months after the birth or placement.

d) Calculation of the Twelve-Month Period

For the purposes of this policy, the University uses a "rolling" 12-month period measured

backward from the date an employee uses any FMLA leave. Available leave is determined.by subtracting the number of weeks of FMLA leave taken during this 12-month period from the 12-week total allowed.

e) Intermittent Leave

An employee does not need to use family and medical leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or when handling qualifying exigencies. Employees needing intermittent leave for foreseeable medical treatments must make reasonable efforts to schedule the leave so as not to unduly disrupt the University's operations. In such cases, the University may transfer the employee temporarily to an alternative position with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular position. Employees will not be permitted to utilize family and medical leave on an intermittent basis to bond with a newborn child or for a newly placed adopted or foster child.

f) Compensation During the Leave Only unpaid leave is required under the FMLA. Employees who have accrued vacation, sick leave or floating holidays are required to utilize those benefits concurrently with the family and medical leave before being placed on unpaid status. An employee, therefore, must use accrued sick leave concurrently with any family and medical leave based upon his or her own serious health condition. Sick leave may not be used during any family and medical leave that is taken for any reason other than the employee's own serious health condition. If the employee's own serious health condition has resulted in the employee being placed on a worker's compensation leave or a disability leave, that leave will run concurrently with the employee's family and medical leave. Employees will not accrue vacation or other benefits while on unpaid family and medical leave, and will not be compensated for holidays that fall during the employee's family and medical leave unless the employee has utilized accrued benefits on the employee's regularly scheduled workday immediately preceding and immediately following the holiday.

g) Maintenance of Health Benefits

Throughout the employee's family and medical leave, the University will maintain the employee's group health benefits on the same terms as if the employee was working, subject to the terms of applicable insurance plans and the relevant law. If the employee wants benefits to continue during the family and medical leave, the employee must continue to pay his or her share of the premiums for those benefits at the same contribution rate as if he or she was an active employee. The University's obligation to maintain health benefits will cease if the employee fails to pay his or her share of premiums.

h) Requesting
Family and Medical Leave

An employee seeking to use family and medical leave is required to provide thirty (30) days advance notice of the need to take family and medical leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the University as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, an employee must comply with the department's usual and customary notice and procedural requirements for requesting leave. An employee must provide sufficient information for the University to reasonably determine whether the FMLA may apply to the leave request. Upon receiving a request for family and medical leave, the University will notify the employee of his or her eligibility to take leave, will inform the employee of his or her rights and responsibilities under the FMLA, and after the University has acquired enough information to determine that leave is being taken for a FMLA-qualifying reason, will notify the employee that the leave is designated and will be counted as FMLA leave.

i) Certification

The University may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. The University may require a second or third medical opinion if it has reason to doubt the validity of the medical certification, and also may require recertification of an on-going serious health condition.

j) Reinstatement

Upon return from family and medical leave, the employee will be restored to the same or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. As a condition to restoring an employee who is absent on FMLA leave due to the employee's own serious health condition, the University may require the employee to submit a certification from the employee's own health care provider that the employee is able to resume work.

Section 3. Paid Leave for All Workers Act

The Parties recognize the paid leave provided to status employees covered under the collective bargaining agreement exceed the benefits set forth in the Paid Leave for All Workers Act (820 ILCS 192). The Parties also recognize that Extra Help Stagehands are 14 scheduled on a sporadic and as needed basis and accept work based on availability. The Union hereby waives the provisions set forth in the Act.

ARTICLE VII
WORKING RULES AND CONDITIONS

Section 1. Work Period - Work Week for Status Employees.

It is agreed that the workday shall be any one of each of five (5) separate eight (8) hour work periods at any time within the established workweek. A work period shall consist of eight (8) consecutive hours including a twenty (20) minute paid lunch period if work begins after 12:00 noon and prior to 6:00 a.m., or eight and one-half (8 1/2) consecutive hours including an unpaid lunch period of not less than thirty (30) minutes if work begins after 6:00 a.m. and prior to 12:00 noon. The workweek shall be the recurring one hundred sixty-eight (168) hour period extending from 12:01
a.m. Sunday through 12:00 midnight of the following Saturday. An employee can be scheduled to work any five (5) work periods of the work week. Effort will be made to schedule employees to work five (5) consecutive calendar days. Work periods will be separated by at least eight (8) hours.

Section 2. Status Employees Scheduling - Posting of Schedules.

The University agrees to post weekly work schedules for all status employees (and insofar as practicable for non-status employees) by 4:30 p.m. on Fridays preceding their effective dates. Posted schedules will be altered only for extraordinary reasons. The University agrees that necessary changes in the schedule should be posted at least forty-eight (48) hours in advance. Any hours of work required of status employees by a revised schedule at time other than those shown on the original posted-schedule - with less than forty-eight (48) hours advance notice - shall be paid for at one and one-half (1 1/2) times the regular hourly rate (as defined by Federal law). Where weekend work, back-to-back schedules and days-off-not-consecutive cannot be avoided, they shall over a period of months, be distributed as equally as possible among the employees of a given classification. (Deviation from Policy and Rules).

Section 3. Status Employees – Overtime, Call-back and Premium.

a. Work in excess of eight (8) continuous hours in any single work period or in excess of forty (40) hours in any work week shall constitute overtime and shall be paid for at one and one-half (1½) times the employees regular hourly rate (as defined by Federal law). The Union agrees that the employees it represents will work overtime at the request of the University.

b. Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift or work period. Approved time-not-worked for the employee's convenience does not break the continuance of the shift or period referred to in the preceding sentence

c. Employees who report back upon the University's premises at the time specified in the call-back, with no work being offered, shall be paid three (3) hours pay at straight time, overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the University's premises at the time specified in the call-back, and performs the work assigned by the University, he/she shall receive a minimum of three (3) hours pay, or be paid for actual time worked, whichever is greater, at applicable straight-time, overtime or premium rates.

d. Employees who perform "ground rigger" work and possess a current Arena or Theatre Rigger Certification from the Entertainment Technician Certification Program will be paid a one dollar and fifty cents ($1.50) per hour premium for actual time worked. An employee will be required to present the University with the certification prior to completing the assigned work.

e. Status employees, who work at the State Farm Center Work, in excess of eight (8) continuous hours in any single work period or in excess of forty (40) hours in any work week shall constitute overtime and shall be paid for at one and one-half (1½) times the employees regular hourly rate (as defined by Federal law) or shall receive compensatory time off at the employee's discretion. Status employees may schedule compensatory time off with prior supervisory approval and is subject to operational needs. The Union agrees that the employees it represents will work overtime at the request of the University.

Section 4. Extra Help - In General.

When the nature of an activity in the State Farm Center, Krannert Center for the Performing Arts or athletic facilities requires the employment of additional part-time Stagehands on a non-recurring schedule, they shall be recruited, examined, hired, and processed in accordance with the provisions of the State Universities Civil Service System of Illinois pertaining to "Extra Help Stagehand". In their employment, the following principles shall apply:

a. In anticipation of the need for Extra Help Stagehands, the Union may refer candidates to the University for inclusion on the extra help register, as governed by the State Universities Civil Service System of Illinois, for Extra Help Stagehand, and from the established register the University shall, from time to time, select sufficient persons to fulfill requirements.

b. The numbers and classifications of Stagehands required shall be determined by the University as advised by the management of the show involved except in instances where a traveling show is under a Yellow Card, where provisions of Section 6 apply in addition to those cited above.

c. The University may, at its option, hire students of the University of Illinois not to exceed one third (1/3) of the total number of Stagehands required on any yellow card show. These students will be hired in accordance with the State Universities Civil Service System of Illinois, Statute

and Rules (Chapter VI, Section 250.70(f)) (Student Appointments) and the rules of the University Student Employment Office. The Union agrees that the employed crew members of all events, including traveling shows, shall be allowed to perform their assigned functions and that the Union will make no attempt to prevent their so working or require the assignment of additional people to "assist" them, to "stand by" for them, or to serve as "back-up".

Section 5 - Extra Help - Wages, Overtime, Callback and Meal Period.

a. Extra Help Stagehands shall be paid the rate set forth in Appendix "A" of this Agreement, attached hereto and a part hereof.

b. "Performance Call" is hereby defined to mean a three and one half (3½) hour period of time, which includes the performance and a maximum of thirty (30) minutes of preparation time prior to the performance. Preparation time in excess of thirty (30) minutes and time worked in excess of three and one half (3½) hours related to the performance and not related to take-in or put-out, will be compensated at the applicable hourly rate. This additional time will be considered a continuous work assignment and not subject to minimum call back. Calls for take-in and/or put-out immediately preceding or immediately following the "Performance Call" will be subject to the minimum call back.

c. Individual Extra Help Stagehands shall check in for work and check out after work at such places and in such manners as the University shall designate. Extra Help Stagehands will check out after work as individuals without regard to the completion of work by other departments. Pay will be calculated to the nearest one-tenth of an hour except where a minimum-call guarantee requires otherwise.

d. Overtime will be paid after eight (8) hours worked. Time spent on performance rates plus one half (1/2) hour preparation time will be counted as hours worked for purposes of calculating overtime.

e. For the Krannert Center for the Performing Arts, Extra Help Stagehands shall be paid a minimum of four (4) hours at the basic straight time hourly rate for the work that they perform when called into work any hour of the day. If, however, an Extra Help Stagehand performs "high time" (as defined within this Agreement), the Extra Help Stagehand will be paid a minimum of three (3) hours at the straight time "high time" rate, and will be compensated at the basic hourly rate for any work that he or she performs after the first three (3) hours of work on that call. Thus, for example, if an Extra Help Stagehand is specifically called in to perform high time, and actually works two hours as high time and three hours as an Extra Help Stagehand, he or she will be paid three hours at the high time rate pursuant to the minimum guarantee and two hours at the Extra Help Stagehand rate. Only one (1) minimum-call guarantee shall apply to any continuing series of work assignments originating from the Krannert Center for the Performing Arts (such as, take-in, performance, and/or putout) so long as the series of work assignments constitutes continuous employment, exclusive of any permitted meal periods. In order to qualify for high time pay at the Krannert Center for the Performing Arts, a stagehand must move off the catwalk and go out onto the individual I-beams of the theatre gridiron at heights above twenty-five (25) feet or work on the rolling A-Frame ladder **or perform work while harnessed into the focus track**.

Extra Help Stagehands at the Krannert Center for the Performing Arts shall receive a one (1) hour minimum at the "high time" rate while focusing lights within theater ceiling slots.

The parties agree that for extra help stage hands, who work at the Krannert Center for the Performing Arts, shall receive the hourly rate of $35.05 for hours worked between 1:00 am and 7:00 am. The shift differential premium rate shall only apply to hours worked beyond the end of the out call. Extra Help Stagehands, who work at the Krannert Center for the Performing Arts, shall be paid a minimum of three (3) hours at the shift differential hourly rate for the work that they perform between 1:00 am and 7:00 am. The shift differential premium rate shall increase consistent with the terms set forth in Article V - Wages.

f. Each Extra Help Stagehand shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period, operations permitting. If operations do not permit a lunch break within five (5) hours after the start of the work period, Extra Help Stagehands shall be compensated at time and one-half for all hours worked after five (5) hours (on hourly rate) until the meal break occurs. In the event disputes arise regarding this subsection, the parties shall meet to determine appropriate remedies.

g. Extra Help Stagehands, who work at the State Farm Center, shall be paid a minimum of four (4) hours at the basic straight time hourly rate for the work that they perform when called into work any hour of the day, outside of 1:00 am through 7:00 am. The minimum shall be four (4) hours on show days, including presentations and events, at the State Farm Center If, however, an Extra Help Stagehand is specifically called in to perform "high rigger work" (as defined within this Agreement), the Extra Help Stagehand will be paid a minimum of five (5) hours at the straight time "high rigger" rate, and will be compensated at the basic hourly rate for any work that he or she performs after the first five (5) hours of work on that call. Thus, for example, if an Extra Help Stagehand is specifically called in to perform high rigger work, and actually works two hours as a high rigger and four hours as an Assembly Hall Stagehand, he or she will be paid five hours at the high rigger rate pursuant to the minimum guarantee and one hour at the Assembly Hall Stagehand rate. The minimum-call guarantee shall apply to any continuing series of work assignments (such as, take-in, performance, and/or putout) so long as the series of work assignments constitutes continuous employment, exclusive of any permitted meal periods. The application of the five (5) hour minimum for the 'high rigger' work shall apply to status employees working at the State Farm Center.

The parties agree that for extra help stagehands, who work at the State Farm Center, shall receive the hourly rate of $35.05 for hours worked between 1:00 am and 7:00 am. The shift differential premium rate shall only apply to hours worked beyond the end of the out call. Extra Help Stagehands, who work at the State Farm Center, shall be paid a minimum of three (3) hours at the shift differential hourly rate for the work that they perform between 1:00 am and 7:00 am. The shift differential premium rate shall increase consistent with the terms set forth in Article V - Wages.

h. Steward Rate shall be established for an additional $2 per hour for traveling shows at the State Farm Center with a local crew size of 24 or more.

i. Extra help Stagehands who serve as independent lighting and audio console programmers, and grid board operators, shall receive an additional $2 per hour upgrade on calls where they are required to program, for a minimum of three (3) hours or actual time spent programming, whichever is greater.
j. Extra help Stagehands who are licensed and operate fork trucks shall receive the "loading and unloading semi-trailers" rate, while performing the work.

Section 6. Staffing of Yellow Card Shows Only.

In all instances where a show is traveling under the provisions of a Yellow Card, the following principles shall apply in addition to those cited in Section 4.

a) The Union agrees to show the University the Yellow Card prior to show time.

b) The requirements of the current Yellow Card are acknowledged to be acceptable, final, and binding upon both of the parties to this Agreement. The Union will not attempt to add to and the University will not attempt to reduce the numbers or the classification of Stagehands required by the current Yellow Card. The University may at its own discretion hire Extra Help Stagehands in excess of the Yellow Card requirements.

c) It is agreed that the Union will introduce no variables for local conditions insofar as Yellow Card requirements are concerned.

d) The number of Stagehands employed by the University under any State University Civil Service provision during part or all of the time when a Yellow Card show is on the premises of the State Farm Center, Krannert Center for the Performing Arts or athletic facilities shall, at the discretion of the University, be counted as part or all of the number of Stagehands required by the Yellow Card. When Stagehands are thus assigned to fulfill part of the requirements of a Yellow Card, they shall devote their entire time to Yellow Card work.

Section 7. Working Supervisors.

The State Farm Center/Krannert Center for the Performing Arts agrees that supervisors or acting supervisors do not count toward the Yellow Card totals even though they will be performing the same duties as those performed by the Stagehands.

Section 8. Staffing of Resident Attractions. - State Farm Center.

This section applies to the State Farm Center only. In view of the basic obligation of the State Farm Center to be of special help to the students and staff of the University, the following principles are agreed to by both of the parties to this Agreement. When student or staff organizations or classes use the State Farm Center for the presentation of their own events or attractions, the members and staff of the sponsoring organization shall be allowed to bring in, set up, use and take out their own stage properties, scenery, sets, costumes, lights, sound equipment and special effects equipment except that the attachment of any item to the overhead grid and the installation and operation of any such equipment belonging to the State Farm Center itself shall be performed by State Farm Center employees.

Section 9. Staffing of Resident Attractions. - Krannert Center.

In view of the basic obligation of the Krannert Center for the Performing Arts as an educational facility, students and academic supervisory personnel may operate stage equipment including lighting consoles, grid consoles, counterweight system, and sound equipment; however, they may not delegate or assign this work to anyone other than Stagehands. The Stagehands shall be utilized for that work lying within their jurisdiction if and when requested by the University. When student or staff organizations or classes of students under the direction of faculty use the Krannert Center for the Performing Arts facilities for the presentation of academic operations of their own events or attractions, the members and staff of the organizations shall be allowed to bring in, set up, use, operate, and take out their own stage properties, scenery, sets, costumes, lights, sound equipment and special effects equipment.

Section 10. Availability of Personnel.

The staffing requirements referenced in Sections 4, 6, 7, 8, and 9 of this Article will be followed subject to the availability of personnel.

Section 11. Types of Events.

This section applies to the State Farm Center only. The University and the Union recognize that events in the State Farm Center are of various categories including, but not restricted to sports events, convocations, and similar University events, commencements, exhibitions, conferences, competitive meets, religious services, meetings, and shows. Assembly Hall Stagehands holding either status or non-status appointments will operate sound, theatrical lighting systems and the grid console in all such categories of events. For the purposes of this Agreement, "Shows" include stage events such as dramas, musical comedies, revues, concerts, choral groups, symphonies, ballets, operas, personal appearances concerts by big name personalities and musical groups as well as certain limited kinds of non-stage events in the arena such as ice shows and water shows. In "Show" categories, the Stagehands may have added responsibilities and duties as detailed below. It is agreed

that the Stagehands will have jurisdiction over the placement of scenery and such curtains as may be used in the stage area created by the masking curtains in the State Farm Center and other placement of scenery and such curtains as may be used in such shows as ice shows and water shows. The Union also agrees that in each morning, afternoon, and/or evening session or activities in the State Farm Center and for other unforeseen and unscheduled short periods of time, any employees, except a jurisdictionally-restricted employee governed by the single now-existing agreement known to exist between the local of two unions, may be used for a period of not more than fifteen (15) minutes to perform light, sound, console, and other work normally performed by Assembly Hall Stagehands.

Section 12. Television Coverage of Events.

It is understood and agreed that the televising of an attraction being presented in the State Farm Center , Krannert Center for the Performing Arts or the athletic facilities shall not affect the rate of pay for Stagehands in the employ of the State Farm Center, Krannert Center for the Performing Arts or the athletic facilities. In the event that some agency other than the State Farm Center, Krannert Center for the Performing Arts or the athletic facilities, including but not limited to commercial television broadcaster and closed circuit television personnel, should be active in the State Farm Center , Krannert Center for the Performing Arts or the athletic facilities for any sort of event including convocations, sports events, etc., wage scales and other relationships between the State Farm Center, Krannert Center for the Performing Arts or the athletic facilities and its Stagehand employees will not be altered. If a televisor requests assistance in its work from the University, the University will utilize Stagehands for agreed Stagehand's work and the rates specified in Appendix "A" will apply. This does not denote, or connote, any "Television rate" and it does not imply that the University will influence whom the televising agency will employ.

Section 13. Call Times.

Except to the extent that Yellow Card shows send advance notice of their call times for take-in, the University shall set the call time for all Stagehands assigned to a call. The University will provide advance notice of the call time to each Stagehand (which may be provided to Extra Help Stagehands in conjunction with the call to fill open positions). As part of the notice, the University will inform the Stagehand of the anticipated department and classification to which the Stagehand will be assigned, and for a Performance Call following a take-in, whether the Stagehand will work the Performance Call. Subject to the other provisions and requirements of this Agreement, the University reserves the right to assign, reassign, modify or cancel a Stagehand’s work at any time, notwithstanding any representations that may have been made as part of the notice. For pay purposes, time will start at the announced call time or when the individual Stagehand checks in for work, whichever is later, and shall end when the Stagehand checks out after work or at the end of the guaranteed minimum-call period, if one is applicable.

Section 14. Rehearsals.

"Rehearsal" is hereby defined to mean those practice sessions actually requiring the constant or repeated operation of all of the theatrical lights, sound equipment, properties, etc., and the changing of scenery for the entire production as in a full performance. This specifically excludes practice run-throughs of a portion of the show company and excludes run-throughs of a portion of the production of the whole company. It excludes practice by an orchestra or other musicians or singers, by ice skaters, or by any group or company short of the full production. For rehearsals, practice sessions and run-throughs of portions of the productions where Stagehand duties are performed, Stagehands shall be employed to perform them. The number of Stagehands to be employed shall be determined by the University. Stagehands assigned to work rehearsals, run-throughs, and/or practice sessions shall be paid on the basis of actual time worked except as agreed under the minimum-call guarantee.

Section 15. Car Loaders/Truck Loaders.

a) In the event the show's Yellow Card calls for Car Loaders or Truck Loaders at each stand on the national route, the University agrees to abide by the Yellow Card and make use of Truck Loaders or Car Loaders provided that advance notice of the circumstances is given to the State Farm Center, Krannert Center for the Performing Arts, or the athletic facilities by the Union with substantiation from the show. In certain cases State Farm Center, Krannert Center for the Performing Arts, or the athletic facilities may arrange for the show to pay loaders. Rates for Car Loaders and Truck Loaders are established in Appendix "A" for this Agreement. The rate is an hourly rate per car loader/truck loader, without reference to the number of vehicles, but applying separately in respect to the minimum call to take-in and put-out.

b) If the Yellow Card calls for no Car Loaders/Truck Loaders, only the Manager of the show may request Car Loaders/Truck Loaders. If he/she does request Car Loaders/Truck Loaders in addition to the show's truck drivers, they shall be Stagehands.

c) On a non-Yellow Card touring show, only the Show Manager shall determine that Car Loaders/Truck Loaders are needed. If Car Loaders or Truck Loaders are utilized in addition to the show's personnel, the first person assigned shall be any Assembly Hall, Krannert Center for the Performing Arts or athletic facilities and all additional Car Loaders or Truck Loaders required shall be Stagehands. No charge and no Car Loaders or Truck Loaders will be involved in any vehicle which carries smaller carts, wagons, or trailer to be unloaded, in contrast to loose equipment, cartons, and trunks.

Section 16. Safety - Use of Safety Equipment.

The University agrees to provide reasonable safeguards for Stagehands at all times and to pay benefits for on-the-job accidents and job-caused illnesses in strict accordance with the laws of the State of Illinois regarding Worker's Compensation. The Union agrees that the employees it represents will wear and otherwise use all recommended safety equipment as provided and comply at all times all safety rules as prescribed. The University agrees that it will conform to the Illinois Environmental Health Act as it relates to sound levels. It is agreed that the University will make a reasonable effort when practicable to provide suitable space in which Stagehands can change clothes and suitable facilities in which they can store their clothes and personal effects.

Section 17. Extra Help Calls.

The University will notify the Business Agent of the Union ("Agent"), or the Agent's designee, of the time and date of Extra Help calls once they have been determined. The determination as to which individuals from the list will be called for a particular event shall be made by the University. Within ten (10) calendar days after the event has occurred, the University will provide the Agent, either by electronic transmission or by regular mail, with a list of those individuals who worked the event. In addition, the University also shall maintain and furnish to the Agent a list of the eligible individuals on the University's civil service register for Extra Help Stagehands. This list will be updated on a regular basis, which will include removing any inactive individuals from the list, and will be furnished to the Agent no later than two (2) weeks after the start of the University's fall semester and will thereafter be provided upon request, provided that the University is afforded a reasonable period of time within which to respond to the request. To ensure privacy and compliance with applicable laws, none of the lists required to be furnished to the Union pursuant to this provision will identify student employees. If either party identifies an ongoing issue with the process outlined above, the parties will mutually agree to discuss the matter through a Labor Management Meeting.

Section 18. Off-site Work – Krannert Center

For calls that originate from, and events produced by, the Krannert Center for the Performing Arts at off-site locations, transportation will be provided and travel time will be paid at the applicable straight-time, overtime, or premium rate.

Section 19. Third Party Payroll – State Farm Center

In cases where an event cannot be properly staffed with Stagehands currently on University payroll the University may, at its discretion, engage the services of a third-party payroll administrator for the payment of extra help Stagehands. The terms and conditions of this Agreement shall control and apply to the Stagehands paid via the third-party vendor.

ARTICLE VIII
DRUG AND ALCOHOL TESTING

Section 1. General Statement Regarding Drug and Alcohol Testing

The University and Union place a high priority on the safety and well-being of all employees, students, and visitors. It is the responsibility of all employees to provide for safety in the environment and operations under their control and to consult campus offices responsible for security, health, and safety about safety issues in the campus environment. The use of illegal drugs and abuse of legal drugs and alcohol by employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. The University will comply with applicable laws and will implement programs to insure that employees are fit for duty and do not jeopardize the health and safety of themselves and others through misuse of drugs and alcohol.

The purpose of the Drug and Alcohol testing shall be to help participants in need of assistance, ensure a safe workplace, and to further our position as an industry leader in plant operations and maintenance. Article VIII prohibits the use of illegal drugs, the abuse of alcohol or controlled substances, and the use of illegal drugs or alcohol during working hours or on the job-site. Reporting to work under the influence, bringing onto the worksite unauthorized drugs, controlled substances, alcoholic beverages, or drug paraphernalia is absolutely forbidden.

Section 2. Prohibitions

Employees shall be prohibited from:

a. Consuming, possessing, or being under the influence of alcohol on duty; performing work activities while having an alcohol concentration of 0.04 or greater; refusing to submit to an alcohol test; and using alcohol until after a required post-accident test;

b. Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, except with the approval and guidance of a licensed physician;

c. Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee with respect to the employee's fitness for work;

d. Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted

The University may require the testing of an employee to determine whether that employee has violated the prohibitions set forth above under the following circumstances:

a. Reasonable Suspicion: The University may require an employee to undergo drug and alcohol testing whenever the University, based on specific documented observations concerning the appearance, behavior, speech or body odor of the employee, has a reasonable suspicion that the employee is under the influence of alcohol, an illegal drug or a controlled substance while performing duties on behalf of the University.

b. Return to Work: Conducted when an employee who has violated any prohibited alcohol/drug conduct standard returns to work.

Section 4. Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

a. Use only a clinical laboratory or hospital facility that is certified and monitored by the Department of Health and Human Services and that has been accredited by the National Laboratory Certification Program (NLCP);

b. Conduct drug testing by analyzing an employee's urine specimen or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. The analysis is performed at laboratories for the following drugs: (1) Marijuana (THC metabolite) (2) Cocaine (3) Amphetamines (4) Opiates (including heroin), and (5) Phencyclidine (PCP). The testing is a two-stage process. First, a screening test is conducted. If it is positive for one or more of the above drugs, then a confirmation test is conducted for each identified drug;

c. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement, nor a member of management, shall be permitted at any time to become a part of such chain of custody;

d. Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected alcohol concentration;

e. Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;

f. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by NLCP of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the employer in writing within twenty-four (24) hours of receiving the result of the tests;

g. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol;

h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 be considered positive. An employee who has a confirmed alcohol concentration when tested of 0.04 or greater must be removed from University work activities for 24 hours;

i. Provide each employee tested with a copy of all information and reports received by Employer in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Employer and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;

j. Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5. Removal from Duties

An employee, who is found to have engaged in prohibited alcohol conduct, as referenced in Section 2 (Prohibitions), will be removed immediately from work activities. Such an individual cannot resume work until he/she (1) is evaluated by a substance abuse professional, (2) complies with any treatment recommendations, and (3) tests negative in a follow-up test.

Any employee who has a positive result on the confirmation drug test will not be permitted to resume duties until he/she (1) is evaluated by a substance abuse professional, (2) complies with any recommended rehabilitation, and (3) tests negative in a follow-up drug test.

Employees who must be removed from duties for prohibited conduct involving drugs or alcohol are subject to discipline and/or mandatory rehabilitation program. Referral for substance abuse problems is available through employee assistance and group insurance programs. Employees who are removed from duties due to suspicion of alcohol/drug abuse may be placed on approved leave of absence with pay, pending outcome of testing and determination of appropriate action, in accordance with Policy and Rules 16.063, Disciplinary Action.

Section 6. Confidentiality of Test Results

All alcohol/drug testing results and records are maintained under strict confidentiality by the Employer, drug testing laboratory, medical review officer, and, where applicable, the substance abuse professional. Negative and positive drug and/or alcohol test results will be disclosed to the employee's department and other University officials on a "need to know" basis. Such materials will not be released to third parties without the written consent of the employee. Exceptions include any decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

Section 7. Refusal to Test

Refusal to Test: The refusal to test, engaging in conduct that clearly obstructs the testing process, or failure to provide a release will result in the employee being removed from performing duties, not being allowed to perform duties for the University, and may be cause for discipline, including discharge.

Section 8. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Agreement. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay or may require the employee to use accumulated sick leave and vacation if, in the opinion of the Employer, the employee is then unfit for duty in his/her current assignment. The Employer shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated sick leave and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol. The foregoing shall not be construed to create an obligation on the Employer to continue to accommodate an employee for subsequent voluntary requests for assistance.

Section 10. Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the employer, as provided for in Section 8. The foregoing is conditioned upon:

a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;

b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;

c) The employee completes the course of treatment prescribed, including an "after-care" plan;

d) The employee agrees to submit to random testing during work hours of work for up to one year;

e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

Section 11. Discharge

The University of Illinois may initiate action to discharge an employee for:

a) Violation of any of the prohibitions of Section 2 above;

b) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;

c) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement;

d) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after a previous finding of illegal drug use or improper alcohol use resulting in a sanction less than discharge;

e) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could be constitute a direct threat to the property or safety of the general public.

ARTICLE IX
SENIORITY

Section 1. Service and Seniority.

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

Section 2. Rosters.

The University will provide copies of rosters to the Union by class and lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

ARTICLE X
PARKING

Effective the pay period following execution of this Agreement, permanent bargaining unit employees who elect to purchase parking passes for daytime parking will pay the same parking rates, as amended from time to time, that are offered to other University employees as part of the University's general parking fee rate structure. Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable) and night-time parking to permanent bargaining unit employees under the same terms as it is offered to other University employees. In the event the University wishes to modify parking rates during the term of the Agreement, the parties shall negotiate the impact of the change.

ARTICLE XI
DUES DEDUCTION

Section 1.

Bargaining unit employees who want union dues automatically deducted from their paychecks must submit to the University the necessary authorization on a form provided by the University. Upon receiving that authorization, the University shall deduct the authorized amount, including any authorized increases, from the employee's paycheck and shall remit that amount to the Union's Secretary-Treasurer at the address designated in advance by the Union. The Union shall notify the University in writing of any increases in union dues at least thirty (30) calendar days in advance of the increase taking effect. The University shall not be responsible for withholding or deducting any amounts from an employee's paycheck (including, without limitation, any one-time fees, such as initiation fees) on behalf of the Union other than regularly occurring union dues.

Section 2.

The Union shall indemnify and hold harmless the University, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other form of liability that shall arise out of or by reason of action taken by the University for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

ARTICLE XI
NO STRIKE

The Union agrees to respect the interests of the public in events staged in the State Farm Center, Krannert Center for the Performing Arts, and the athletic facilities to the extent that it will work out their differences with the University in accordance with the grievance procedure set forth in Article III of this Agreement, and its differences with other universities and with other unions, so as not to hinder, slow down, stop or in any manner interfere with the scheduled activities of the University.

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

Section 1. Period Covered.

This Agreement shall become effective August 18, 2024 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m. midnight, August 25, 2029. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken 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 the 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 the Agreement between
The Board of Trustees of the University of Illinois
and
The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC, Local No. 482

Classification	Hourly Rate Effective November 24, 2024
Assembly Hall Stagehand (Status Position)	
0-6 month	$25.29
Over 6 months	$28.88
Assembly Hall Stagehand (Extra Help)*	$23.23
Performance Call**	$81.31
Loader (Extra Help)	
When loading or unloading railroad cars	$41.10
When loading or unloading semi-trailers **or operating a fork truck**	$30.11
"High Time" Work – In order to qualify for high time pay at the Krannert Center for the Performing Arts, a stagehand must move off the catwalk and go out onto the individual I beams of the theatre gridiron at heights above twenty-five (25) feet or work on the rolling A-Frame ladder. Extra Help Stagehands at the Krannert Center for the Performing Arts shall receive a one (1) hour minimum at the "high time" rate while focusing lights within theater ceiling slots.	One and one-half the employee's regular hourly rate – see Article VII, § 5 for minimum guarantee
Ground Rigger (if certified)	$1.50 per hour in addition to regular rate for actual hours worked
Audio and Lighting Console and Grid Board (programming)	$2.00 per hour in addition to regular rate for minimum of three (3) hours, or actual hours worked

* Applicable to Yellow Card, Non-Yellow Card, and Wardrobe.

** Includes thirty (30) minutes maximum preparation time.

IN WITNESS OF THIS AGREEMENT, the Parties, through their designated representatives, have executed the Agreement on this the _21st_____ day of ___November_____, 2024.

INTERNATIONALALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 482

Matthew Albrecht 11/17/24
Matthew Albrecht IATSE Local 482

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Paul Ellinger
BY:----------
Paul Ellinger, Vice President, Chief Financial Officer, and Comptroller

APPROVED: Jami Painter
Jami M. Painter, Senior Associate Vice President and Chief Human Resources Officer

Thomas Riley
Thomas H. Riley, Jr. Executive Director of Labor and Special Counsel

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Julie Dillard
Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnepper
Office of University Counsel