AGREEMENT

By and Between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73, CTW, CLC

(Civil Service Professionals Unit)

August 16, 2016 through August 15, 2019
ARTICLE 1
AUTHORIZATION AND PURPOSE

1.1 Authorization

This Agreement is authorized pursuant to the Illinois Educational Labor Relations Act (115 ILCS § 5/1 et seq.) and the State Universities Civil Service Act (110 ILCS § 70/36d).

1.2 Purpose

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. These relationships should provide opportunity to develop and implement standards of practice resulting in improved quality of services provided to students, patients and staff. Such relationships include the recognition that employees covered herein have responsibilities in their practice to the Employer, students, patients and staff to base their actions and decisions on sound professional judgment and adherence to the Codes of Conduct and Standards of their professions.

1.3 Application of Agreement

Employer’s supervisors and Union’s representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives regarding the terms and conditions of this Agreement and, particularly, in the use of the procedures provided herein and in University Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, public service and patient care functions of the University.

ARTICLE 2
LIMITATIONS

This Agreement is subject to: (1) applicable Federal and State Laws and regulations issued thereunder as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time; (4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; (5) provisions of University Policy and Rules as they exist on the effective date of this Agreement or as amended; each of which is incorporated herein by reference. A copy of any amendment under (2), (3), (4) and (5) as stated above shall be sent to the Union office provided and as soon as the University receives notice thereof. The University recognizes the Union’s right to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining.

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.
Previous agreements and commitments by and between the Parties contradictory to the provisions herein are agreed to be null and void as of the effective date of this Agreement. Any amendments hereto must be in written form and signed by the authorized official(s) of each party. The Employer agrees that during the period of this Agreement it shall not unilaterally change any currently applied policies and practices relating to hours, wages, and conditions of employment not addressed in this Contract which affect the members of the Bargaining Unit without prior notification to and the opportunity to engage in negotiations with the Union.

ARTICLE 3
NEGOITIATIONS AND EXCLUSIVE REPRESENTATION

3.1 Classes Represented

The Employer recognizes the Union as the exclusive representative for a single collective bargaining unit consisting of employees in the job classifications listed in Appendix A that are defined or established by the State Universities Civil Service System and employed by the University of Illinois at its Chicago campus or in units located outside the Chicago campus that administratively report to the Chicago campus.

This exclusive representation is for purposes of determining (1) appropriate ranges of compensation or rates of compensation to be recommended to the State Universities Civil Service System and (2) other terms and conditions of employment.

3.2 New Classes and Recognition

The Employer agrees that if any new civil service designations should be established for the same work presently being performed by those classes identified in Appendix A of this Agreement, said new classes will be treated as part of the single collective bargaining unit covered by this Agreement.

3.3 No Discrimination

There will be no discrimination by either the Union or the Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation, veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from the military, or status as disabled veteran or veteran of the Vietnam era or subsequent military conflicts.

3.4 Sexual Harassment

Neither the Employer nor the Union will tolerate sexual harassment of employees. The Employer will take action to provide remedies and discipline appropriately when such harassment is discovered. Prohibited conduct includes unwanted sexual gestures, physical contact or statements which a reasonable person would find offensive, humiliating or an interference with his or her required tasks or career opportunities at the University.
3.5 **Union Rights**

The Employer recognizes the interests of the Union and the obligation of the Employer to bargain collectively with the Union with regard to policy matters directly affecting wages, hours and terms and conditions of employment and the Employer will notify the Union of proposed changes in such matters and bargain collectively regarding such matters.

3.6 **Protected Activity**

Each employee may make his or her own personal decision with respect to the Union or other employee organization membership without intimidation or coercion. Neither the Employer nor the Union will discriminate against any employee because of his or her choice with respect to Union membership or because the employee is acting or not acting as a representative of the Union, its members or employees pursuant to the provisions of this Agreement.

3.7 **New Hire Orientation**

The Union shall be permitted one half hour during normally scheduled working hours to conduct its orientation program for employees who are new to the bargaining unit. The meetings will take place at a mutually agreed time. The University will arrange rooms to be available for these meetings, pursuant to University policy, and will notify the Union of the locations of the meetings. Should the Union request to change the time of the meeting, the Union shall provide advance notice to the employer.

3.8 **Union Leaves**

   a) Departmental Operations permitting, time off without pay will be allowed to authorized Union Representatives for the purpose of attending to Union business. Under normal circumstances, employee(s) will provide a minimum of seven calendar days advance notice. The affected employee(s) will be allowed to use any accumulated vacation or compensatory time in lieu of taking such time off without pay.

   b) Permission to attend trainings will be equitably rotated among employees, except that elected delegates to the Union’s convention will be given preference for such leaves.

3.9 **Bulletin Boards**

Upon approval by the Employer, the Union may have the following notices and bulletins posted upon Employer-designated bulletin boards: notices of Union meetings and activities; notices of Union elections; and notices of Union appointments and results of Union elections. The Union must obtain an approval stamp from the University-designated Labor Relations official and provide the notices it wishes to have posted to the appropriate Human Resources office. The Union may also post notices that have an approval stamp near employee time reporting stations, if any.
3.10 Access to Premises

The Employer shall permit Union representatives to visit the Employer’s premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such Union representatives shall advise the Employer’s Labor Relations Department of such visits before entering the premises.

Any Union representative who desires to visit that part of the Employer’s premises known as the Medical Center, or other satellite medical facilities, must obtain a Union Officer Visitor identification badge prior to entering such facility.

3.11 Meeting Rooms

The Employer agrees to make meeting rooms available for Union members to meet during reasonable periods prior to and subsequent to negotiations to discuss matters relating to negotiations, provided reasonable notice is given and rooms are available.

3.12 Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by the Agreement that the Union is the authorized negotiating representative for those classes of the Employer’s employees listed in Appendix A. Employees will have access to this Agreement and to Policy and Rules on the Employer’s web site. The Union will provide employees with a copy of this Agreement.

3.13 Information

The Employer will supply the Union with the following information:

a) On a monthly basis, the Employer will provide the Union, in hard copy form, with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves of more than thirty (30) days, return from leaves, and terminations.

b) In March and October of each year, the Employer will supply the Union with a list of bargaining unit members, showing name, address, current classification, FTE percentage, assigned department, campus address, date of hire, and anniversary date. Such information will be furnished in hard copy form and on a P.C. disk or via e-mail.

c) A standard seniority list of the bargaining unit upon request of the Union, but not more than twice a year, except when layoffs/displacements are expected.
3.14 Bargaining Unit Negotiation Team

The Employer agrees to schedule up to fifteen (15) bargaining team members in pay status for eight hours of the first fifteen (15) sessions of negotiations for a successor agreement. After fifteen (15) sessions, Bargaining Unit negotiation team members will be paid according to Rule 15.05 of Policy and Rules. The fifteen (15) sessions may be extended by mutual agreement. (Deviation from Policy and Rules).

3.15 Sub-Contracting

The Employer acknowledges and recognizes the ongoing interest of the Union in any decision by the Employer to contract out any work being performed on the date of the signing hereof by full-time status Civil Service appointed employees who are also incumbents in any class represented by the Union under this Agreement. The Employer hereby agrees to meet with, consult with, and negotiate with the Union any such proposed contracting out not fewer than thirty (30) days prior to signing any such contract for services. Specifically, the Employer agrees to negotiate with the Union the following:

a) The Employer’s reasons for considering contracting out the work.

b) In the event the Employer seeks to contract out in order to save costs, whether the Union can assist in reducing costs and expenses incurred by the Employer in using incumbent members of the bargaining unit.

c) In the event the Employer seeks to contract out in order to improve the quality of performance of the work, whether the Union can assist the Employer in improving the quality of performance of the incumbent members of the bargaining unit.

d) In the event the Employer’s reason for contracting work out is founded upon a high incidence of complaints relating to the work and/or high incidence of discipline imposed on members of the bargaining unit doing work proposed to be contracted out, the fact that this is so and a reasonable description of the complaints made and/or the discipline imposed.

e) The Union’s interest in seeing that the wages and other terms and conditions of employment to be paid or granted by the outside contracting organization to its employees are competitive with those being paid the affected incumbents in the class by the Employer. The Employer further agrees to weigh and consider carefully, fully and reasonably all statements made by the Union pursuant to negotiations in making its final decision as to whether to contract out work as described herein.
3.16 Other Authorized Deductions

The parties mutually agree that deductions from an employee’s paycheck shall be made upon showing of a properly signed authorization card allowing such deductions. The Employer agrees to deduct the actual dollar amount authorized by the employee and to separately itemize deductions on monthly remittal forms provided to the Union, provided that the payroll system is capable of handling such deductions.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney fees and costs, arising from, or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying or carrying out the provisions of this Article.

ARTICLE 4
EMPLOYER RIGHTS

4.1. Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. Such rights and powers include, but are not limited to, the exclusive right and power:

(a) to determine the mission of the University, the organizational structure, and the methods and means necessary to fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any services;

(b) to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;

(c) to establish qualifications, appoint, and hire all employees;

(d) to determine the number of employees to be appointed or hired;

(e) to determine, assign, and schedule the type and kind of services and the work to be performed by employees or by others, including the job content and the location of such services or work;

(f) to establish, modify, combine or eliminate job classifications within the bargaining unit;

(g) to determine the number, location, or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;

(h) to discipline, suspend, or discharge employees for just cause;
(i) to supervise, train, and evaluate employees;

(j) to determine materials and equipment to be utilized by employees and the methods and means by which work shall be performed and services provided;

(k) to establish quality and performance standards rules for employees;

(l) to adopt and enforce policies, rules and regulations, including rules and regulations Governing work, training, and conduct of employees and to comply with state and federal law;

(m) to utilize personnel, methods, and means in the most appropriate and efficient manner Possible as determined by the University; and

(n) to perform all other functions inherent in the administration, management, and control of the University.

4.2. The University recognizes generally the interest 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.

ARTICLE 5
WAGES

5.1 Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed. No employee shall have his/her wages lowered as a result of this Agreement, unless otherwise provided for in this Agreement. Administration of the compensation program under this Agreement shall be as provided in University of Illinois “Policy and Rules” for the Open Range Compensation Plan, unless provided to the contrary by the specific terms of this Agreement.

5.2 Wage Increases and Schedules

a) Minimum and maximum rates of pay for each job classification included within the bargaining unit shall be shown on Appendix C. When authorized by the State Universities Civil Service System, (1) employees in Medical Social series job classifications employed within the College of Social Work and (2) employees who are Trainees/Interns may have rates of pay that fall below such minimum rates of pay.
b) Employees in the unit as of December 20, 2017, shall receive a (two percent) 2% across-the-board wage increase effective February 26, 2017, retroactive to that date in accordance with the language in 5.5.

c) Employees in the unit as of December 20, 2017 shall receive a (one percent) 1% across the board wage increase effective August 16, 2017, retroactive to that date in accordance with the language in 5.5.

d) Effective August 16, 2018, employees shall receive a (one percent) 1% across the board wage increase or campus wage increase, whichever is greater.

e) Pursuant to the terms of the final tentative agreement approved on December 20, 2017, employees in the unit on the date of ratification of the collective bargaining agreement will receive a one time two hundred dollar ($200) ratification bonus.

5.3 Market Adjustments

a) Effective upon final ratification of the collective bargaining agreement by both parties, in accordance with the final tentative agreement reached on December 20, 2017, market wage adjustments as detailed on spreadsheets provided to the Union by the University during negotiations will be implemented for certain employees in the job classifications of “Occupational Therapist”, “Occupational Therapy Specialist”, “Physical Therapist”, “Physical Therapy Specialist”, “Radiation Oncology Physicist”, “Tumor Registrar I” and “Tumor Registrar II”.

5.4 Market Adjustment Process

The University may increase compensation as a market adjustment where local market rates exceed existing rates by 3% or more. Prior to implementing such an adjustment, the University shall notify the Union. Upon request by the Union, the Employer shall provide relevant information, including market survey information within a reasonable time frame and will discuss the market adjustments with the Union.

5.5 Retroactive Application of Wage Terms of Agreement

Wage increases and payments as provided in paragraph 5.2, above, shall be paid retroactively only to employees who are actively employed in the bargaining unit as of the date the parties reached the final tentative agreement (December 20, 2017).

5.6 (Wages) Basic Straight Time

For employees who are not exempt from the Fair Labor Standards Act, basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally
scheduled work days in a work week, but for not more than eight (8) hours work during any one of the aforesaid five (5) days, except as otherwise agreed by the parties.

5.7 Wages

Wages of professionals unit employees are governed by the following conditions:

a) Changes that affect an employee’s wage rate will be made effective the first day of the pay period after the change occurs. The new rate of pay will be effective on the same date.

b) In the event of a reallocation or reclassification of a position to a class having the same salary scale as the previous class, the anniversary date (for salary longevity purposes) shall not change. The anniversary date shall continue to be the anniversary date held by the employee in the class from which the position is reallocated or reclassified.

5.8 New Hires and Mid-Term Salary Adjustments

New hires will be offered a starting wage based on the individual’s documented training, experience and credentials related to the job for which he or she is hired. The Employer will consider current wage rates for employees at the same level in its determination of an appropriate wage rate. Upon request by the Union, the Employer will make available to the Union such documentation and explain the reason(s) for its determination. Should the Union disagree with the Employer’s determination, the parties agree that such objections shall be considered during subsequent meetings to discuss matters covered by Sections 5.4 and 5.8.

During the term of this Agreement, the Employer may unilaterally increase the compensation of a bargaining unit member for the same reasons as provided for Open Range Civil Service employees; provided, however, that the resulting wage rate must fall within the applicable range on Appendix C, and the Employer must notify the Union prior to implementing such an increase. Upon request by the Union, the Employer will discuss its reason(s) for having implemented such an increase with the Union.

If the Union believes that inequities exist within a job classification or that an inequity is created when a new employee is hired, the Union may notify Labor and Employee Relations. The University will either adjust the wages of the employee(s) involved or explain the reason(s) why an adjustment will not be made. Upon request by the Union, the Employer shall provide relevant information within a reasonable time frame and will discuss the reason(s) for its determination with the Union.

5.9 Effect of Promotion on Wages

a) A promotion always results in a pay increase. An employee must be paid at least the minimum rate of pay for the new class, but cannot be paid more than the maximum rate
for the new class. Outside of these restraints, a promotional increase shall normally be at least 4 percent.

b) In the event of a promotion, the anniversary date (for salary longevity purposes) shall be the effective date of the promotion to the new class. In the event of a reallocation or reclassification of a position which results in a promotion as referred to in (1) above, the anniversary date (for salary longevity purposes) shall be the effective date of the reallocation or reclassification to the new class. In the event of a “Change-in-Title” only, the anniversary date shall remain unchanged.

5.10 Equal Pay

Equal pay is required pursuant to University policy and several Federal and State statutes, e.g., the Fair Labor Standards Act, the Civil Rights Act and the State of Illinois Fair Employment Practices Act, the requirements of which vary. Differences in pay shall not be based upon race, color, religion, sex, national origin or age. Employees within a campus or other specified unit who are doing substantially equal work, which requires substantially equal skill, effort and responsibility, and are performed under similar working conditions shall receive equal pay, except when a wage differential is based upon some other factor, such as experience, longevity, or merit progression within ranges.

5.11 Temporary Assignments

a) Temporary Downinggrading. If it is necessary to assign a status employee on a temporary basis to a temporary or permanent position which is classified at a lower level, the employee's salary, at the time immediately prior to such assignment, will be maintained.

b) Temporary Upgrading. If a status employee is assigned on a temporary employment basis to a temporary or permanent position of higher rate or range, he/she shall receive an increase of four percent (4%) to his/her basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.

c) Such temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive work day’s duration.

5.12 Voluntary Demotion

a) A reduction in salary of at least 4 percent will apply to personnel actions that involve the voluntary acceptance of positions in lower level classifications that are not considered career path changes. In such cases, the minimum reduction will be to a rate in the new class that is equivalent to 96 percent of the employee’s salary in her or her former class. In no case will any employee’s base rate be permitted to exceed the maximum rate for the new class.

b) In the event of a voluntary demotion as referred to above, the anniversary date (for salary
longevity purposes) shall be the date of demotion.

b) However, in the event of a voluntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the rate in the salary scale for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the anniversary date held by the employee in the class from which he/she was originally promoted shall remain in effect.

5.13 Involuntary Demotion

a) Upon the involuntary demotion of an employee to a position in a class having a lower salary scale than the class from which the demotion was made, the employee’s base salary will be reduced by at least 4 percent. In no case will any employee’s salary be permitted to exceed the maximum of the salary range for the new class. If the class to which the employee is demoted is in the same promotional line, the amount that represents a promotion may be subtracted before determining the appropriate rate for the lower class.

b) However, in the event of an involuntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the salary rate for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the new anniversary date shall become the anniversary date held by the employee in the class from which he/she was originally promoted.

5.14 Wages (Overtime)

a) Employees who are not exempt under the *Fair Labor Standards Act*, except as provided elsewhere in this Agreement or as otherwise agreed by the parties, who are normally scheduled for 8 (eight)-hour shifts shall be compensated at one and one-half (1 ½) times the regular hourly rate (as defined by Federal law) for time worked in excess of eight (8) hours per day, or forty (40) hours per week; employees working a thirty seven and one-half (37 and ½) hour week, shall also be compensated at one and one-half (1 ½) times the regular hourly rate for time worked in excess of seven and one half (7 and ½) hours per day or thirty seven and one-half (37 and ½) hours per week; and employees whose normal schedules include 10 (ten)-hour or 12 (twelve)-hour shifts shall be compensated at one and one-half (1 ½) times the regular hourly rate (as defined by federal law) for time worked in excess of their 10 (ten) or 12 (twelve) hours per day. (Deviation from Policy and Rules).

b) Overtime wages for employees who are non-exempt from the *Fair Labor Standards Act* shall be paid by check or by compensatory time off at one and one-half (1 ½) times the hourly rate for hours of overtime worked. Overtime wages shall be paid unless the employee has notified her/his supervisor, on a form provided by the Employer, of her/his designation to be paid by compensatory time. Such designation may only be changed once every six months, except by mutual agreement. (Deviation from Policy and Rules.)
c) Accumulated compensatory time may be utilized in accordance with rules governing the use of vacation. An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule. In cases where an employee works overtime, he/she may elect (by mutual agreement) to be paid in part by compensatory time and receive the remainder of the overtime pay.

d) Overtime may only be performed pursuant to supervisory approval, except, for employees in the Medical Center, when patient care needs require an employee to work beyond his or her normal scheduled hours and it is not feasible for an employee to request and obtain supervisory approval. Computation of compensatory time hours will be governed by “Policy and Rules”, Policy #7, Rule 7.08.

5.15 Employees Not Eligible for Overtime Compensation

Employees in classes determined by the University to be ineligible for overtime pay (those identified as exempt under the Fair Labor Standards Act) are expected to work as required by their positions and normally will not receive overtime compensation. Existing departmental practices and policies providing for such compensation or compensatory time in situations where employees are required to work on a fixed shift and are additionally required to perform substantial amounts of work beyond their normal anticipated schedules shall not be diminished during the term of this Agreement without first notifying the Union. (Deviation from Policy and Rules)

5.16 Wages (Holidays)

In the event a non-exempt employee, full-time or part-time, works his/her regular shift on a designated calendar holiday, the employee shall be paid time and one-half (1 ½) his/her basic straight time hourly rate of pay for each hour worked. Additionally, employees who work on a designated calendar holiday will receive holiday pay at his/her basic straight time hourly rate based on the percent status appointment unless the employee specifically requests an alternate day off with pay to be scheduled in the pay period of the holiday (but after the holiday) or the next pay period. Consistent with operating requirements the Employer will endeavor to honor said requests. If the request cannot be honored, the employee will receive the holiday pay in the paycheck for which the worked holiday is paid. (Deviation from Policy and Rules)

5.17 Wages (On-Call)

Eligible employees on call, away from University premises, but available by telephone or long range pager, shall be paid as set forth on Appendix B. Time paid under this clause shall not be used to compute hours worked in any workday or workweek.

5.18 Wages (Shift Differentials)

a) An evening shift differential of $1.50 per hour will be paid to eligible non-exempt employees who work a shift in which at least one-half (½) of their hours of work in a work day fall between 3:00 p.m. and 11:30 p.m. as set forth on Appendix B.
b) A night shift differential of $2.00 per hour will be paid to non-exempt employees who work a shift in which at least one-half (½) of their hours of work in a work day fall between 11:30 p.m. and 8:00 a.m. as set forth on Appendix B.

c) Pay for shift differential as described above shall be paid at the rate of time and one-half (1 and ½) for non-exempt employees in overtime status.

5.19 Wages (Weekend Differential)

a) Eligible non-exempt employees as set forth on Appendix B, in addition to their basic straight time hourly rate, will be compensated for all weekend hours worked at the rate of $2.00 per hour. Pay for weekend differential shall be paid at the rate of time and one-half (1½) to employees in overtime status. (Deviation from Policy and Rules).

b) For purposes of paying weekend differential, the weekend begins at 11:00 p.m. Friday and ends at 6:59 a.m. Monday. Differential will be paid for two (2) shifts; either Friday/Saturday or Saturday/Sunday.

5.20 Charge Differential (Medical Technologist I)

A Medical Technologist I who is assigned charge responsibility by a supervisor for an entire shift when a supervisor is not present for that entire shift shall receive $1.00 per hour charge differential.

5.21 Certification/Advanced Training Bonus

The University shall pay a one-time certification bonus of $250 for a bargaining unit employee who obtains certification or advanced training that is not required by the class specification. Each Department will develop a list of certifications or advanced training programs that qualify for the bonus. At the sole discretion of the University, this bonus may be greater than $250; in that event, the Union shall be provided with written notification of the details.

5.22 Night Shift Work During Change to Daylight Savings Time

The night shift occurring on the date that daylight savings time goes into effect (Spring) will be considered as an 8 1/2 hour shift including 1/2 hour unpaid meal time, where applicable.

5.23 Wages (Itemized Pay Check Deductions)

The Employer recognizes that Employees are entitled to a complete and accurate explanation of the calculation of their paychecks. Therefore, the Employer will furnish, if possible, in addition to the standard itemized deduction indicated on the pay check, to employees the following information:

- Percent of time
- Hourly rate
- Regular hours worked and regular earnings
- Overtime hours worked and overtime earnings
- Holiday, vacation or sick time used
- Shift differential earnings
- On-call earnings
- Weekend differential
- Payroll adjustments and payroll changes
- Gross earnings
- Accumulated compensatory time.

5.24 Overpayment Procedure

In the event of a payroll error resulting in an employee receiving an overpayment in a paycheck, the Employer will correct this by:

a) Meeting with the employee and his/her union representative, and providing the employee with a written explanation for the error; and,

b) Offering the employee the option of having the error corrected by deducting the entire amount from the next paycheck or deducting the amount in increments as mutually agreed between the Employer and employee, up to a maximum of twelve (12) months; and,

c) Obtaining the employee’s signature indicating agreement with the above.

5.25 Underpayments

a) The Employer shall designate and identify to bargaining unit employees the name of the person within the unit or department who is responsible for handling payroll issues.

b) Such person shall be responsible for correcting any paycheck problems brought to his/her attention by an employee whose paycheck is not accurate.

c) Paycheck corrections shall be sent in to payroll by the responsible department representative at the earliest opportunity, but in no case later than the end of the following business day after being alerted by the employee about the paycheck shortage. The employee shall be informed when such notification is made.

d) Payroll shall resolve paycheck errors in accordance with its standard procedures.
ARTICLE 6
BENEFITS

6.1 Policy

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Inter-institutional Reciprocity) will be as set forth in Policy and Rules and are based upon service accrual as defined therein. Benefits under the control of the Employer will not be diminished during the life of this Agreement, or any extension thereof 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.

Upon request, a copy of the benefits sections or Records Management (Personnel Files) sections of Policy and Rules and a copy of State Universities Civil Service System Statute and Rules will be made available to an employee covered by this Collective Agreement at the their employing unit’s human resources office. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules and/or State Universities Civil Service Statute and Rules.

6.2 Medical, Hospital and Life Insurance Plans

The University of Illinois makes available group medical, life insurance and other optional insurance programs to all permanent and continuous employees; a) with appointments of 50% time or more, and b) who are eligible to participate in State Universities Retirement System.

6.3 Disability Income Benefits

Disability income benefits are available to employees under (1) the Illinois Worker's Compensation and Occupational Diseases Act, (2) the University of Illinois Sick Leave Plan, and (3) the State Universities Retirement System. Medical and hospital expense benefits are available under (1) the Illinois Worker’s Compensation and Occupational Diseases Act, and (2) the State-paid or University-sponsored Group Health and Life Insurance Plans. The cost of the benefits under University-sponsored Insurance Plans and State Universities Retirement System are borne in part by the Employer and in part by the employee.

6.4 Retirement

Retirement benefits are extended pursuant to the State Universities Retirement System Statute. Information materials about the System should be consulted and are available from the System, 1901 Fox Drive, Champaign, Illinois 61820 (800-275-7877).

6.5 Governance of Sick Leave

In order to receive payment of basic straight time wages during sick leave, the following conditions of eligibility must be satisfied:
a) The employee must have sick leave accrued in his/her favor.

b) Call-in times shall be two (2) hours before the beginning of each shift; provided, however, employees who are working a shift in which the majority of hours worked are between 9:00 p.m. and 7:00 a.m. shall call in four and one-half (4 ½) hours before the beginning of each shift.

c) The Employer reserves the right to require evidence of sickness acceptable to it before allowing sickness benefits when it has sufficient reason to suspect abuse of leave or for verification of the employee’s ability to return to work. The Employer must make the employee aware of this requirement in advance, and of the time factors involved in submitting proof of illness.

d) All employees eligible to participate in the State Universities Retirement System are eligible for compensation of Sick Leave which has been earned but not used in accordance with the law and all applicable provisions of University of Illinois “Policy and Rules”.

6.6 Parking

During the term of this Agreement, the University reserves the right to change the fees charged to bargaining unit employees for parking; provided, however, if the percentage (%) increase exceeds 2.5% compared to the fee charged for the prior contract year, the Union reserves the right to request to bargain over the additional increase.

ARTICLE 7
VACATION

7.1 Vacation Availability

Consistent with the Employer’s operating requirements, accrued vacation may be scheduled and granted at any time during the calendar year.

7.2 Vacation Accrual

Non-exempt employees shall earn vacation and personal leave in accordance with the following schedule:
### Schedule A

#### 37.5 Hour Work Week

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)</th>
<th>Approximate Leave Days Earned in One Year</th>
<th>Approximate Hours Earned Per Pay Period</th>
<th>Maximum # of Leave Hours That May Be Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Least</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>3</td>
<td>0.0462</td>
<td>12</td>
<td>3.47</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>0.0577</td>
<td>15</td>
<td>4.33</td>
</tr>
<tr>
<td>6</td>
<td>9</td>
<td>0.0692</td>
<td>18</td>
<td>5.19</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>0.0808</td>
<td>21</td>
<td>6.06</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>0.0962</td>
<td>25</td>
<td>7.22</td>
</tr>
</tbody>
</table>

#### 40 Hour Work Week

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)</th>
<th>Approximate Leave Days Earned in One Year</th>
<th>Approximate Hours Earned Per Pay Period</th>
<th>Maximum # of Leave Hours That May Be Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Least</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>3</td>
<td>0.0462</td>
<td>12</td>
<td>3.70</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>0.0577</td>
<td>15</td>
<td>4.62</td>
</tr>
<tr>
<td>6</td>
<td>9</td>
<td>0.0692</td>
<td>18</td>
<td>5.54</td>
</tr>
<tr>
<td>9</td>
<td>14</td>
<td>0.0808</td>
<td>21</td>
<td>6.46</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>0.0962</td>
<td>25</td>
<td>7.70</td>
</tr>
</tbody>
</table>
Exempt employees shall earn vacation and personal leave in accordance with the following schedule:

### Schedule B

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>37.5 Hour Work Week</th>
<th>40.0 Hour Work Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approximate Leave Days Earned in One Year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approximate Hours Earned Per Pay Period</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum # of Leave Hours That May Be Accrued</td>
<td></td>
</tr>
<tr>
<td>0 3</td>
<td>0.0962</td>
<td>25</td>
</tr>
<tr>
<td>3 6</td>
<td>0.1000</td>
<td>26</td>
</tr>
<tr>
<td>6 9</td>
<td>0.1038</td>
<td>27</td>
</tr>
<tr>
<td>9</td>
<td>0.1077</td>
<td>28</td>
</tr>
<tr>
<td>0 3</td>
<td>0.0962</td>
<td>25</td>
</tr>
<tr>
<td>3 6</td>
<td>0.1000</td>
<td>26</td>
</tr>
<tr>
<td>6 9</td>
<td>0.1038</td>
<td>27</td>
</tr>
<tr>
<td>9</td>
<td>0.1077</td>
<td>28</td>
</tr>
</tbody>
</table>
7.3 Vacation Requests for More than Two (2) Days

a) Individual units may devise their own vacation request plans provided they are consistent with the terms of this Agreement. The plans will be in writing and sent to the Union.

b) An employee’s request for vacation shall be made in writing to his/her supervisor. An employee may submit a vacation request anytime but not less than two (2) weeks prior to the start of the requested vacation for vacations exceeding two (2) weeks. While an employee may choose to submit a request for vacation even though he/she at the time of the request does not have sufficient accrued vacation leave for the requested vacation, but there is sufficient time to accrue the necessary vacation between the date of the request and the start of the vacation, the request may nevertheless still be denied as provided under ¶ (f), below. In all circumstances, employees must have sufficient vacation time accrued at the time the vacation is to be taken.

c) A supervisor shall consider a vacation request made by an employee for vacation time to be taken within one year of the request.

d) A supervisor will respond in writing to an employee’s request for vacation as soon as possible but within ten calendar days from the date the request was made and received by the supervisor. The supervisor will sign and date the employee’s request on the day it is received and will provide a copy of this signed and dated request to the employee. This requirement may be met electronically through an exchange of email messages or electronic documents.

e) Vacation requests for extended periods of time shall be considered based on the requirements of the operation, including the availability of extra help employees.

f) Requests shall not be unreasonably denied. Should any vacation request be denied, the answer shall include the reasons for denial, and the employee will have an opportunity to confer with the supervisor regarding available alternative dates.

g) The Employer shall not make changes in vacation schedules approved more than sixty (60) days in advance, except in cases of critical staff shortages that could not have been anticipated or bona-fide emergencies.

h) All attempts to report to work should be made, but should an employee not be able to report to work due to inclement weather, the supervisor has the discretion to approve use of earned vacation time, if requested.

i) Where vacation requests conflict, efforts shall first be made to resolve such conflicts by mutual agreement of the employees. If this fails to resolve the problem, preference shall be given to the bargaining unit member making the
earlier request. Conflicting requests made on the same day shall be granted based on a rotating system, starting with the employee with more seniority.

7.4 Approval of Use of Accumulated Leave for Personal Reasons

It is the intent of the vacation and personal leave policy that small increments be available for personal and family reasons. Within the total amount accumulated, University operations permitting, leave not to exceed two (2) days at one time will be granted by a supervisor for any reason upon advance request of the employee. In determining whether to give such approval, the supervisor will take into account staffing requirements needed to insure necessary continuity of operations. When such leave is necessary to handle urgent personal or emergency situations that are beyond the control of the employee and that arise too suddenly to permit advance approval, the employee may be granted post-approval by the supervisor, who may require clarification of such situations.

ARTICLE 8
HOLIDAYS

8.1 Paid Holidays

a) The following paid holidays as set forth in Policy and Rules and as designated for employees by the Chancellor of the University of Illinois at Chicago will be observed:

   Holiday
   Labor Day
   Thanksgiving Day
   Christmas Day
   New Year’s Day
   Martin Luther King, Jr. Day
   Memorial Day
   Independence Day

b) In addition to the calendar holidays set forth above, employees are also eligible for four (4) floating/designated holidays during each fiscal year. These holidays will be administered and selected as set forth in an Executive Notice issued by the Chancellor of the University of Illinois at Chicago.

c) For purposes of definition, the holiday will begin at 11:00 p.m. on the evening preceding the holiday and end at 10:59 p.m. on the day of the observance of the holiday. (Deviation from Policy and Rules).

d) The Employer will notify the Union, in writing, of the specific date of observance of the above-designated holidays for the fiscal years covered under this Agreement.
8.2 Coverage

a) Individual units may devise their own holiday coverage plans provided they are consistent with the terms of this Agreement. The plans will be in writing and sent to the Union.

b) Volunteers shall first be solicited to provide holiday coverage. If there are insufficient numbers of volunteers to work on a holiday, the Employer shall attempt to utilize extra help when available. If additional staffing is still required, status employees shall be chosen to work the holiday on a rotating basis, starting with the least senior qualified employee in the department or work area.

8.3 Use of Floating Holidays

Employees shall not be unreasonably denied the use of floating holidays. Employees will be informed of the approval or denial of their floating holiday requests within a reasonable period of time. If the employee’s request is denied, the supervisor will confer with the employee to arrange an alternative date.

ARTICLE 9
EDUCATIONAL AND PROFESSIONAL OPPORTUNITIES

9.1

Subject to the operating needs of the Employer and with the prior approval of the employee’s unit head, employees may be permitted reasonable time off from work with pay in order to attend professional or educational meetings that the Employer determines will result in an improvement in the quality of University services. If the unit head approves attendance but does not authorize pay, the time required for attendance will be excused without pay unless a flex time schedule is approved in advance by the supervisor and/or unit head or the employee charges the absence to vacation.

9.2

If the Employer requests a non-exempt employee to attend a work-related course or training, the employee shall be compensated for the time required, including overtime or compensatory time as appropriate, in accordance with the provisions of the Fair Labor Standards Act.

9.3

When the Employer requests a part-time employee to attend a work-related course or training program that is held outside the employee’s regular work schedule, the employee may be granted an excused absence without loss of pay for time required to attend the courses or programs.
ARTICLE 10
WORK SCHEDULE AND HOURS OF WORK

10.1 Shift, Work Day and Work Week

(a) Unless otherwise agreed by the Union and the Employer, the shift shall consist of eight (8) consecutive hours of work, broken by an unpaid lunch period or seven and one-half (7 ½) consecutive hours of work broken by an unpaid lunch period. 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.

(b) The work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours -- seven (7), twenty-four (24) hour periods -- and begins at 12:01 a.m. Sunday. The full-time work schedule in the work week shall normally consist of (1) one eight (8) hour shift during each of the five days (unless otherwise agreed by the parties) and normally shall not exceed forty (40) hours of work or (2) one seven and one-half (7 ½) hour shift during each of the five days (unless otherwise agreed by the parties) and normally shall not exceed thirty-seven and one-half (37 ½) hours of work.

(c) Upon providing advance notice to the Union including an opportunity to first negotiate the impact of any proposed schedule change, the Employer may offer alternative work schedules (i.e., schedules offering other than 7 ½ or 8 hour daily shifts, but maintaining the applicable 37 ½ or 40 hour regular work week).

10.2 Schedule

(a) The Employer retains the right to schedule employees as necessary to meet operational needs; however, prior to any schedule change, the Employer agrees to solicit volunteers first. Since the Employer’s operations may require variations in staffing levels, scheduled hours or shifts, the shift’s starting and ending times will conform to those requirements. Schedules will ordinarily be posted two (2) weeks in advance. Where the current posting practice in a department is greater than two (2) weeks duration, that practice shall be maintained. Such postings shall not preclude schedule changes due to operational needs.

(b) No change shall occur in an employee’s regular work schedule to obviate overtime pay, premium pay, or holiday work. It is understood that work forces may be reduced during holidays.

(c) Where the current practice exists, employees shall be able to maintain, subject to Section (a) above, special shift starting times that have been established in the department or work area. An employee’s request to create an additional special shift shall only be granted when operational needs permit and when the supervisor agrees.
(d) In units that do not self-schedule, the Employer will attempt to adhere to the principle of maintaining a work schedule that provides full-time employees with five (5) consecutive days of work and two (2) consecutive days off. This principle cannot be followed when employees rotate weekends, when the employee’s schedule is changed based on the employee’s request or when operating needs do not permit such a schedule.

(e) Except in cases of employees voluntarily working weekends (Saturday and Sunday), the Employer, through rotating shifts or other scheduling devices tending to preclude any employee from having to work more than one out of two consecutive weekends, will adhere to the practice of formulating monthly work schedules in which no employee will be required to work more than one (1) out of two (2) consecutive weekends unless unforeseen situations preclude applying the practice enunciated above. In the event an employee is requested to work and does so work during a third consecutive weekend despite the Employer’s best effort to schedule a free weekend, the employee will be compensated for all third weekend hours worked at the overtime rate (1 ½ times regular wage rate). For purposes of this definition, the weekend begins at 7:01 a.m. Saturday and ends at 7:00 a.m. Monday. This applies only to employees in permanent and continuous full-time positions. (Deviation from “Policy and Rules”)

10.3 Rest and Meal Periods

a) Where rest periods are not already established, supervisors may authorize rest periods appropriate to the needs of the operations and employees involved. Where rest periods are already established, the practice will continue based on operational needs and employees involved. The schedules of rest periods shall be the responsibility of the supervisor. Subject to operational necessity and whenever practicable, the supervisor will give two (2) rest periods not to exceed fifteen (15) minutes each for each full-time shift. Rest periods shall not make the basis for a late starting or early quitting time or additional compensation. Where current practice exists and when department schedules allow, employees may combine their break period(s) with their lunch break subject to the existing practices of the department. Part-time employees may receive rest periods on a pro-rata basis.

b) Each employee expected to work seven and one-half (7 ½) or eight (8) continuous hours shall be permitted at least a thirty (30) minute unpaid meal period that begins no later than five (5) hours after the start of the work period.

c) When employees who normally receive an unpaid meal period are required to work during that period and receive no equivalent time off during the same shift at a reasonable alternative time, they shall have such time treated as hours worked and be compensated accordingly. Overtime may be performed over the normally-unpaid meal period only pursuant to advance supervisory approval.
10.4 Overtime

a) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of it becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define. Whenever possible, employees will be provided two (2) hours advance notice of overtime.

b) The opportunity to work overtime shall be offered and distributed as evenly as possible among qualified and available personnel. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer may assign sufficient employees to do the overtime work required. Such assignments shall be made starting with the least senior, available, qualified employee in the class. If a qualified employee establishes that he/she has not received his/her distribution of overtime as evenly as possible, such employee shall have first preference to future overtime work (provided they are readily available) until reasonable balance is recreated.

c) Overtime records showing the availability of overtime work opportunities and the distribution of those work opportunities among bargaining unit members will be maintained by the Employer. Upon request, a Union representative or steward shall be furnished with a copy of such records.

10.5 Transfers and Reassignments

a) All transfers and reassignments shall be made in accordance with Statutes and Rules of the State Universities Civil Service System and Policy and Rules.

b) Employees who are transferred to a new work area or who are assigned to float in a new work area shall receive appropriate training and/or orientation in the new work area, as determined by the Employer.

10.6 Positions Classified as Exempt under the Fair Labor Standards Act

Positions classified as exempt under the Fair Labor Standards Act are not subject to Section 10.1 (a) and (b); Section 10.2 (b) and (e); Section 10.3 (a), (b) and (c); and Section 10.4 (a), (b) and (c).
ARTICLE 11
WORKING CONDITIONS

11.1 Identification Badges

Employees covered in this Agreement shall be required, while working or otherwise being upon the Employer's premises, to wear in the manner prescribed by the Employer, appropriate identification badges provided initially by the Employer at no cost to the employees.

11.2 Uniform Requirements

a) As a condition of employment, workers covered by the Collective Bargaining Agreement shall wear uniforms and other special apparel, devices and/or apparatuses for protective or safety reasons or any other reason whenever the Employer so requires and in the manner it prescribes.

b) The Employer agrees to furnish, replace, repair, launder and clean clothing provided workers in jobs requiring special apparel for safety and protection where the Employer currently does so.

11.3 Professional Standards and Performance

a) The parties acknowledge the importance of a respectful and professional working environment in order to provide the best services to the University.

b) All professional employees covered by this Agreement have the responsibility of maintaining their professional licenses, certifications, applicable health requirements and continuing professional education requirements, if any. Employees must provide the University with documentation of current compliance for inclusion in their personnel file. At the start of each calendar year, each work unit employing bargaining unit employees shall notify employees of the specific requirements covered by this provision. Reimbursement to employees for the costs and availability of release time associated with this provision shall be as provided in department policies and practices, pursuant to “Policy and Rules”, the benefits of which shall not be diminished during the term of this Agreement without first notifying the Union.

c) The parties agree to develop a Labor Management Committee for professional employees to discuss problems of mutual concern. However, such meetings shall be exclusive of the Grievance Procedure provided in Article 17, and formal grievances shall not be considered at such meetings. Employees shall be paid for any scheduled work time missed while participating in such Committee.
11.4 Reimbursement for Travel

When an employee is required on any particular shift to report to one location and then to travel using the employee's own vehicle to another location during that shift, the University will reimburse the employee for the mileage traveled, tolls, and the reasonably-incurred costs of parking at that location, in accordance with University policy as amended from time to time. This paragraph shall not apply to employees who receive a vehicle allowance and/or mileage reimbursement under any other policy.

ARTICLE 12
SENIORITY

12.1

Service and seniority is governed by rules and regulations of the State University Civil Service System and by the provisions in Policy and Rules unless otherwise expressed herein.

12.2

After completion of the probationary period, the status employee’s seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status, exclusive of overtime. Seniority once earned in a classification is retained during any period of continuous employment. Seniority may be accumulated in certain types of non-pay status under specified conditions as provided for in Section 250.120(f), (g), and (j) of the State Universities Civil Service System Statute and Rules.

12.3

The Employer will, upon request of the Union, 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. Such requests shall be limited to two (2) in any contract year. When it becomes necessary to effect a layoff, a seniority list will be developed in accordance with Civil Service Statute and Rules. Copies of this list will be forwarded to the employing department and the Union. The employing department will post a copy of the seniority list in a conspicuous place within the department.

12.4

   a) An employee continues to accrue seniority during layoff not to exceed thirty (30) work days.

   b) At the time of separation, seniority shall be accrued only through the period of actual service to the Employer. Payment for earned vacation time shall not be included in the seniority computation.
c) If a retired employee is reemployed within sixty (60) days of retirement, seniority earned up to the effective date of retirement shall be restored.

ARTICLE 13
JOB AND SHIFT BIDDING

13.1 Job Posting

Vacant positions within the Professional unit shall be posted at work stations where announcements are normally posted for at least seven (7) days. The posting shall include the department, job title, shift, qualifications and scheduled work days.

13.2 Vacant Positions

Employees covered by this Agreement who have completed their probationary period may bid on an open and approved position in the same classification. The Employer retains the right to fill any position with the most qualified applicant, whether internal or external. If all applicants are relatively equally qualified as defined by the Employer, preference shall first be given to employees within the department/operating unit where the vacancy occurs; preference would then be given to other Professional employees from outside the department/operating unit.

If two or more employees in the same classification within the department/operating unit have relatively equal qualifications to perform the job as defined by the Employer, the job will be given to the employee with the most classification seniority, subject to the provisions set forth above.

13.3 Vacant Shifts

Employees covered by this Agreement who have completed their probationary period may bid on an open shift. The employee with the greatest seniority will have preference for the open shift only if the employee is qualified to perform the work as determined by the Employer. An employee who has received a disciplinary action during the previous six (6) months that is related to and could impact his/her performance on a different shift, would not be eligible to bid on an alternative shift. If an employee applies for and is not awarded the open shift, the employee will be informed of the reason he or she was not selected within two (2) weeks of the filling of the position.

ARTICLE 14
LAYOFFS

14.1 Notice

The Director of the Civil Service System shall be notified promptly of all employees on layoff status, together with date of beginning of layoff, and of return to employment from
layoff status, when such layoff exceeds thirty (30) consecutive work days. A status employee shall receive a written notice, at least thirty (30) calendar days in advance of the effective date of layoff, when such layoff exceeds thirty (30) consecutive work days; however, the effective date of layoff may be extended up to fifteen (15) days without the requirement of further notice.

14.2 Layoff Procedure

   a) Except in regard to the exceptions set forth below, the Employer shall utilize the State Universities Civil Service System Statute and Rules 250.110(c) and 250.120 (f) and (h), and State Universities Civil Service System Procedure 4.7 (as revised on 8/13/02) when a reduction in the work force becomes necessary.

   b) A student employee shall not displace a certified Civil Service employee. Should a reduction in the work force become necessary, the parties agree to meet prior to the layoff to discuss the staffing impact on the department/operating unit.

   c) Should the Employer determine that a position is to be eliminated within a department, the position to be eliminated shall be the one occupied by the least senior employee in the affected classification.

   d) In the event that an Employing Unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification, if the employee is qualified to perform the duties of the new position.

[Portions of this Article constitute deviations from Policy and Rules.]

ARTICLE 15
HEALTH AND SAFETY

15.1 General

The Employer will provide a safe and healthful work environment for all employees including education and equipment, including ergonomically correct equipment, as needed and required by applicable regulatory agencies. The Employer will pay the cost of all safety items that it requires its employees to use while on the job and will inform employees of appropriate health and safety rules and regulations. Should an employee inquire as to any potentially hazardous condition on the job, the Employer shall advise the employee of the hazards and as required provide the employee with all necessary equipment needed to perform the job. Employees may consult with the appropriate university service regarding health concerns in the workplace.

A pregnant employee and her supervisor are each expected to give due consideration to safe working conditions and practices during the period of maternity. Each is responsible for
obtaining a medical opinion on a timely basis regarding the compatibility of the employee’s work and maternity.

The Employer will educate employees as to the potential health hazards associated with the handling of hazardous drugs/materials and will orient employees in the proper techniques and procedures which minimize such hazards. Protective material and equipment will be provided when necessary. Employees who choose not to handle cytotoxic or other hazardous drugs/materials because they are pregnant, breast feeding or trying to conceive, will be advised of their options, including temporary reassignment and transfer.

The Union supports the use of safety equipment on the job. This section is not intended to nullify any other safety equipment program now in existence.

15.2 Video Display Terminals

Operating units that use video display terminals will use them in such a manner as to provide a safe and healthful working environment. Accordingly, no employees will be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours. Pregnant employees and employees who are nursing and who regularly operate VDT’s may upon request be permitted to adjust or otherwise change assignments if such change or adjustments can be reasonably made based on operational needs. The employee may, upon request, be granted appropriate leave based upon the Employer’s leave policies.

15.3 Immunization

In accordance with rules and regulations of the appropriate regulatory agencies, employees will be immunized when regularly assigned to work in an area where an occupationally related disease could be contracted.

15.4 Health and Safety Committee

It is agreed that a joint Union-Management Health and Safety Committee will be established with not more than three (3) representatives from Management and not more than three (3) representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold meetings when either party deems it necessary to consider and review health and safety conditions but no more often than semi-annually except for emergency or by mutual agreement to meet more frequently. Upon written request, the Committee will be furnished relevant reports which concern the health and safety of bargaining unit personnel, subject to privacy regulations. The Employer will provide the Union minutes of meetings of the Health and Safety Committee.

If the Committee determines that an unsafe or unhealthful working condition is in existence, the Employer will endeavor to correct such condition within a reasonable period of time.
ARTICLE 16
DISCIPLINE

16.1 Discipline Procedure

The Employer agrees to the principle of positive progressive discipline. Should a written complaint be lodged against an employee, the employee may have the opportunity, with a representative if desired, to respond to the complaint during an informal meeting with his or her supervisor. The absence of such a meeting will not preclude the Employer from proceeding with discipline. When the Employer is considering a disciplinary suspension, the Employer will act to schedule a pre-disciplinary meeting with the employee within thirty (30) days (unless there is an extension of time) of the date the Employer is made aware of the action giving rise to the discipline. The Employer will inform the employee of his/her right to Union representation before any such meeting and will give the employee at least seventy-two (72) hours prior notice of the time and place such meeting will be held. At the pre-disciplinary meeting, the Employer will review the facts and circumstances which give rise to the potential discipline. The Employer will endeavor to schedule pre-disciplinary meetings that accommodate attendance by Union representatives. Union representatives will not unreasonably withhold agreement upon extensions, will endeavor to make themselves available for such meetings and will make every effort not to cancel scheduled meetings.

If the Employer determines that discipline is necessary, discipline shall be imposed as soon as possible after the pre-disciplinary meeting has been held.

The Employer will only discipline for just cause. In the administration of discipline, all parties shall show mutual respect for each other. The Employer will not reassign or transfer employees for disciplinary reasons.

16.2 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, or served with notice of intent to discharge or demote, a copy of the notice of such action will be given to the Union, unless otherwise requested not to do so by the employee.

16.3 Letters of Notification

Letters of Notification shall be used by a department to inform an employee of an investigation of charges which may result in discipline. If the employee is not disciplined, the Letter of Notification will not be placed in the employee’s personnel file. The department will investigate matters specified in the above mentioned letters as expeditiously as possible.
16.4 Letters of Warning

Letters of Warning, issued to Employees covered herein, will not be used against the Employee in any future decision concerning him/her more than six (6) months after the date of issuance. However, Letters of Warning may be used to establish a disciplinary pattern in all discharge proceedings as governed by Rule 250.110(d) of the State Universities Civil Service System Statute and Rules. Before issuing a Letter of Warning, the supervisor shall discuss the violation with the employee and, whenever possible, suggest reasonable methods of correcting the violation.

16.5 Disciplinary Suspensions

Disciplinary Suspensions issued to Employees that are one (1) or more years old will not be used for the purpose of pyramiding penalties for like offenses. However, Disciplinary Suspensions may be used to establish a disciplinary pattern in all discharge proceedings as governed by Rule 250.110(d) of the State Universities Civil Service System Statute and Rules.

ARTICLE 17
GRIEVANCE PROCEDURE

17.1 General Provisions.

a) Definition - A grievance shall be defined as any complaint arising in the course of employment by an employee or the Union concerning the administration or interpretation of this Collective Bargaining Agreement. It is the intent of the parties to extend to each employee a right to a fair hearing on any grievance.

b) Duties - Each supervisor and each employee has an obligation to make every effort to resolve employment relations problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein; provided, however, involuntary separation during the probationary period, as discussed below, may not be appealed to arbitration.

c) Representation - Each employee shall have the right to Union representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Union intervention, the Union shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Union representation at any meeting called for the purpose of investigating conduct which may result in discipline of the employee. Employees shall be informed of this right prior to such meetings.

d) Discipline and Discharge - No employee shall be disciplined or discharged except for just cause.
e) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under Civil Service System Statute and Rules or the Illinois Educational Labor Relations Act. Employees who wish to grieve a demotion or discharge shall follow the provisions detailed below.

f) Related Services - Employees are encouraged to make use of the University's Office of Access and Equity and Employee Assistance Program to resolve personal and other matters falling within these realms.

g) Time spent investigating or presenting a grievance by an Employee or his/her representative (if the representative is an Employee of the Employer) shall be compensated fully at the basic straight time wage or salary rate, but only for time spent during his/her regularly scheduled workday and shift, and only when permission has been given by his/her designated supervisor. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave his/her assigned duties without the knowledge and permission from his/her designated supervisor. Permission shall normally be given, subject to emergency situations which the Employer alone defines.

h) Scheduling of Meetings - Employees who work a shift that begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said shift adjusted if operations permit to accommodate a grievance hearing to be held during the normal day shift. Notwithstanding the above, the Employer may schedule grievance meetings/hearings during an employee’s regularly scheduled shift if required by operational needs.

i) A copy of all grievances and responses to said grievances at the Campus Chancellor and the Associate Vice President for Administration levels issued to employees covered herein will be forwarded to the Union.

j) For purposes of the grievance procedure, workdays shall mean Monday-Friday, excluding any University holidays observed Monday-Friday.

k) Time Off to Handle Grievances – The Union’s representatives and stewards shall be allowed to handle matters regarding enforcement of the collective bargaining agreement during working 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 this Agreement or Policy and Rules. The representative or steward will provide an estimate as to how long he or she expects to be away from the work area and will strive to keep his or her supervisor updated if circumstances change. Permission shall not be unreasonably denied. The Union and its members will not solicit membership or carry on Union activities with employees in working areas during employees’ work time.
17.2 Procedure

Informal Step - An employee who has a dispute over the interpretation or application of this Agreement will discuss the dispute with his/her designated supervisor and/or Union representative in an effort to settle the same. This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most Employer/Employee problems. However, if a dispute is not satisfactorily resolved, an employee may file a grievance under the procedure outlined below. If the grievance involves disciplinary action which has been discussed at the employee’s pre-disciplinary meeting, no informal step is required.

Step One

a) To be considered formally, a grievance must be in written form, must cite the Section(s) of the Collective Bargaining Agreement alleged to have been violated, must be signed by the grievant(s) or a Union Representative (Steward, Business Representative), and must be filed with the appropriate supervisor. The written grievance need not follow any particular format, but it should include a report on the efforts to settle informally and such facts that may be of aid in arriving at a prompt and definitive resolution to the matter and the redress sought by the Employee. It must be submitted within thirty (30) calendar days after the occurrence leading to the grievance, or within thirty (30) calendar days when the employee first became aware of the occurrence leading to the grievance.

b) The designated supervisor will review the informal decision he/she gave earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms his/her original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date he/she received the written grievance and forward it to the responsible Administrator or his/her designee within five (5) workdays after its receipt.

c) The responsible Administrator or his/her designee may meet with the grievant and/or his or her representative regarding the grievance, but in any event shall consider and answer the grievance in writing not later than ten (10) workdays following the date upon which it was formally presented to the appropriate designated supervisor. If the responsible Administrator or his/her designee fails to answer within these ten (10) workdays, or if the responsible Administrator's or his/her designee’s answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure.

Step Two

a) Notwithstanding the provisions of Step One above, grievances concerning discharge or demotion shall be filed directly at Step Two within ten (10) calendar days of the Employer’s serving of "Written Charges for Discharge" or "Notice of Demotion" pursuant to Rules and Regulations of the State Universities Civil
Service System, Chapter VI, section 250.111 (e) or (f). In addition, the Union may file a grievance (as defined in this Section 16.1) at Step Two if the grievance is common to employees employed in at least two (2) administrative units covered under this Agreement as of the date of the grievance.

b) An appeal to Step Two of the grievance procedure must be filed within ten (10) calendar days after the Step One response is received or due, whichever occurs first. Any decision by the responsible Administrator at Step One that is not appealed within ten (10) calendar days after it is received or due shall be considered binding upon the grievant and the Employer.

c) The appeal to Step Two shall be filed with the Chancellor. Upon receipt of an appeal, the Chancellor, or an official designated to act for him/her, shall offer a fair hearing to the grievant(s), shall conduct any investigation that he/she feels is needed, and shall issue a written decision on the grievance within fifteen (15) calendar days after receipt of an appeal or fifteen (15) calendar days after conclusion of the fair hearing, whichever date is later.

d) If the Chancellor or his/her designee fails to issue a decision as provided in paragraph “c”, above, or if his/her decision is unacceptable to the grievant, he/she may appeal the grievance to Step Three of the procedure.

e) Any hearing conducted by the Chancellor shall follow informal procedures with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include, at a minimum, the supervisor in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Human Resources Office should be available as a resource person.

Step Three

a) An appeal to Step Three of the grievance procedure must be filed in writing with the Associate Vice President for Administration within ten (10) calendar days after the Step Two response is received or due, whichever occurs first. If the decision is not appealed within ten (10) calendar days after it is received or due, it shall be considered binding upon the grievant, Union and Employer. If the grievant elects to the appeal to the Associate Vice President for Administration, the Chancellor or his/her designee shall make available to the Associate Vice President for Administration, the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor’s decision and reasons therefore, if the appeal is of the Chancellor’s decision.

b) Upon receipt of an appeal, the Associate Vice President for Administration or his/her designee will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further
investigation he/she feels necessary. The Associate Vice President for Administration or his/her designee shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or he/she shall offer a fair hearing to the grievant(s) for the purpose of obtaining additional information and issue a written decision thereafter. A written decision shall be issued fifteen (15) calendar days after the receipt of the appeal at Step Three if no hearing is conducted, or within fifteen (15) calendar days from the close of the hearing if a hearing is conducted.

c) The Associate Vice President for Administration or his/her designee will evaluate the grievance in its entirety from the first level of appeal and will not be restricted to only those issues whereby agreement was not reached at the Step One or Two of the procedure.

d) Any hearing conducted by the Associate Vice President for Administration or his/her designee, will follow informal procedures, with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Human Resources Office should be available as a resource person.

e) If the decision of the Associate Vice President for Administration does not resolve the grievance, the grievance may be moved to arbitration.

f) Any time limit established herein may be extended for good cause by mutual agreement of the parties.

17.3 Variations

a) An employee who has a grievance based on discrimination may first discuss the complaint informally with his/her designated Supervisor, Department Head, the Campus Access and Equity Officer or other official designated by the Chancellor, in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.

b) The Campus Office of Access and Equity will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise publicizes the grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the Campus Office of Access and Equity may be called upon to assist throughout the proceedings and to provide input.

c) Involuntary separation from 1) a non-status position or 2) during the probationary period is subject to the grievance procedure except that such separation may not
be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the Associate Vice President for Administration, or his/her designee, will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the Employer’s equal employment obligations and policies.

d) If any part of the decision of the Office of the Associate Vice President for Administration is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the Office of the Director of Equal Opportunity and Human Resources is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Office of the Associate Vice President for Administration is extended to thirty (30) calendar days after said review is completed and received.

17.4 Arbitration

a) If the grievance has not been resolved at Step Three of the procedure, the Union may appeal the grievance to arbitration by filing with the office of the Associate Vice President for Administration a request for arbitration, provided the request for arbitration must be submitted within thirty (30) calendar days after the decision at Step Three is received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the chairperson, shall be equally divided between the Union and the Employer, except that each party will be responsible for any expenses: (1) incurred in the preparation and presentation of its own case, and (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the Employer; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.

b) An arbitrator will be selected by filing a request with the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of seven (7) arbitrators. Either party may reject the first panel of arbitrators. Within ten (10) workdays of receipt of the list of arbitrators, the Associate Vice President for Administration or his/her designee, and the Union representative shall select an arbitrator by alternatively striking names from the list, with the Associate Vice President for Administration or his/her designee striking the first name. The last remaining name shall be the Arbitrator.

c) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated with a new list of arbitrators. The Arbitrator shall interpret this Agreement only and 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 employee, the Employer and the Union.

d) During the term of this Agreement, the parties may mutually agree to implement expedited arbitration.

(This Article is a deviation from Policy and Rules.)

ARTICLE 18
CIVIL SERVICE

18.1 Position Classification Review

An employee may request an audit of the appropriateness of his/her position classification. Such requests will be handled by the appropriate Campus Human Resources Office, and the results of the audit will be issued by such office. Reasonable work time shall be provided for the employee to consult with his/her supervisor and for the employee to prepare an updated job description. An additional review may be requested from the Assistant Vice President for Human Resources or his/her designee. Such audit or review should be completed within thirty (30) calendar days of the date the audit request is received in the personnel office, or within thirty (30) days of the request for review, with the results furnished to the affected employee(s). An employee may request further review by the University Administration Office of Human Resources, to be completed within thirty (30) calendar days of receipt, with the results furnished to the affected employee(s). The time limits specified above may be extended for good cause by the Employer.

If the audit substantiates that an employee has been performing duties of a higher rated classification, the employee shall be paid the higher rate (if the duties of the employee are not reduced) effective the beginning of the pay period after the employee receives the results of the audit. This will happen if the employee has passed the appropriate examination required for the higher rated classification. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning of the pay period following notice of passing the appropriate examination. The employee may seek further classification review only by the University Civil Service System of Illinois in accordance with Civil Service System rules and procedures.

18.2 Civil Service

The Union shall designate two (2) representatives to meet at least quarterly with UIC campus Human Resources representatives for the purpose of providing input and recommendation to the University with respect to matters regarding civil service system. The University and the Union are committed to working to ensure the proper application of civil service statutes. This meeting shall occur at the same time as the SEIU Local 73 Clerical, Service & Maintenance and Technical unit meetings convened for these purposes.
ARTICLE 19
PERSONNEL FILES

19.1 Official Personnel File

The Campus Human Resources Office maintains the official personnel file for covered employees. When any document related to disciplinary action is placed in an employee’s official personnel file, the Employer shall furnish the employee a copy of such document.

19.2 Employee Review of Official Personnel File

Employees will be permitted to review their official personnel file pursuant to provisions of the Personnel Record Review Act (820 ILCS 40/1 et seq.) and Policy and Rules (Policy Number 18). If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions of the Policy. Such review may be made during working hours, without loss of pay, and the employee may be accompanied by a Union representative if he/she so desires. Reasonable requests to copy documents in the files shall be honored. Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth in Policy and Rules (Policy Number 18).

19.3 Employee Notification

A copy of any material related to employee performance which is placed in the official personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the Employer on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file.

19.4 Necessary to Employment Information

Information about employees in the official personnel file or file maintained by the employing department should include only that which is necessary and relevant to employment.

ARTICLE 20
DUES DEDUCTION AND FAIR SHARE

20.1 Dues Deduction

Upon receipt of a written and signed authorization card of an employee, the Employer, shall deduct the amount of Union dues, and initiation fee, if any, or other authorized deduction, set forth in such card and any authorized increase therein, and shall remit such deductions bi-monthly (twice each month) to 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 increase in dues, in writing, at least thirty (30) days prior to its effective date.
20.2 Fair Share

Pursuant to 115 ILCS § 5/11 et seq., if, within ten (10) days of the ratification vote conducted by the Union with respect to this Agreement, the Union submits to the Employer properly executed dues deduction authorization cards (as provided in paragraph 19.1 of this Article) from a majority of the members of the bargaining unit (with composition of the unit determined as of the date the parties reach tentative agreement on the terms of this Article) showing that such majority of the members of the bargaining unit have expressed their desire to be dues paying members of the Union, members of the bargaining unit who choose to not become dues paying members of the Union within thirty (30) calendar days of the date of ratification of this Agreement by the Board of Trustees or, for newly-hired employees, within thirty (30) calendar days of their employment in this bargaining unit, shall be required to pay a Fair Share Fee to the Union not to exceed the amount of dues uniformly required of its members. This Fair Share Fee shall be deducted from the employee’s paycheck as an involuntary deduction, shall remain in effect for the duration of this Agreement, unless the amount of the Fee is changed by action of the Illinois Educational Labor Relations Board (“IELRB”), and shall be forwarded to the Union along with the deductions provided for in paragraph 19.1 of this Article.

20.3

The Employer and the Union are each aware of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the IELRB which deal with Fair Share Fees. The Act and these Rules as they may be amended from time to time are incorporated in this Agreement by reference, and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

20.4

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

20.5

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorneys’ fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this
Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the
Union pursuant to this Article; and including any charge that the Employer failed to discharge
any duty owed to its employees arising out of the Fair Share deduction; provided, however, the
Union shall not be obligated to indemnify the Employer to the extent that any damages occur as
a result of the Employer's negligence. The Employer shall immediately inform the Union of any
appeals or legal actions regarding this Article.

20.6

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

20.7

In the event that all or any part of the IELRB Rules referred to in paragraph 19.3 of this Article
lapse or become inoperative for any reason, the parties agree that said Rule or Rules will become
inoperative in this Agreement and the parties shall then commence to negotiate substitute
appropriate Fair Share provision(s) to this Article. Unless otherwise prohibited by law, the
Employer shall continue Fair Share payroll deductions during the negotiation process.

20.8 Procedure

The employer shall take such steps as may be required to accomplish any wage withholding
authorized or required by this Article and shall do such things as are necessary to cause said
withholding to be remitted to the collective bargaining agent within thirty (30) calendar days
after date of withholding, provided that nothing contained in this Article shall require the
Employer to make any withholding unless and until the Union has notified the Employer of the
address to which the amount so withheld should be sent and has certified the amount of
dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out
its obligations to so withhold. The amount withheld shall not change until the Union notifies the
Employer that different dues/assessments amounts should be collected.

ARTICLE 21

NO STRIKE OR LOCKOUT

21.1 No Strike

During the term of this Agreement there shall be no strikes, including 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 by bargaining unit members.
21.2 **Employer/Employee Rights**

The Employer has the right to discipline, up to and including discharge, its Employees for violating the provisions of this Article.

21.3 **No Lockout**

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

**ARTICLE 22**

**SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal or invalid by statute or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for its duration.

**ARTICLE 23**

**TERM OF AGREEMENT**

23.1 **Period Covered**

With the exception of wage increases which become effective as set forth above in paragraphs 5.2, 5.3 and 5.5, this Agreement shall become effective at the start of the first shift beginning after the Agreement is fully executed and shall remain in full force and effect until 11:59 p.m. on August 15, 2019. This Agreement shall automatically be renewed thereafter from year to year unless, at least ninety (90) days prior to its expiration date, either Party notifies the other in writing of its desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

23.2 **Status During Negotiations**

Once the notice called for in paragraph 23.1 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 after the Agreement’s expiration date, either Party may terminate the Agreement by providing the other Party with at least ten (10) days written notice of its intention to so terminate.
IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals this ___ day of _________________, 20_.
APPENDIX “A”

CIVIL SERVICE PROFESSIONALS COLLECTIVE BARGAINING AGREEMENT
(August 16, 2014 – August 15, 2016)

JOB CLASSIFICATIONS INCLUDED IN THE UNIT

Accountant I, II, and III
Accountant Statistician
Activity Therapist
Anatomy Curator
Architectural Draftsman II
Biomedical Engineer I and II
Budget Analyst II
Child Development Supervisor
Clinical Nursing Consultant I
Communications Services Specialist I and II
Cytotechnologist I
Dietician Nutritionist
Electronics Engineering Assistant
Financial Analyst/Planner Associate
Financial Analyst/Planner Specialist
Graduate School Specialist
Grants and Contracts Administrator I and II
Graphic Designer
Graphic Designer Assistant
Graphic Designer Associate
Health Care Reimbursement Analyst I and II
Health Education Coordinator
IT Technical Associate
(Includes IT Tech. Assoc. I and II, but not IT Tech. Assoc. III) *

[Internal UIC Job Families for IT Tech. Associates:

Campus - Academic Technology; Business Systems Analysis; Database Design & Administration; Infrastructure & Network Engineering; IS Security; IT Development; IT Support Services; Systems Administration & Operations; PPO/PMO.

Hospital - Data Analytics & Integration; Software Solutions; Database Design & Administration; Infrastructure & Network Engineering; IS Security IT Development; IT Support Services; Systems Administration & Operations; PPO/PMO] **

* I, II and III designations noted for historical purposes related to original IELRB certification.

**Job Families for IT Tech. Assoc. job classification shown for convenient reference, subject to change.
### APPENDIX “B”

CIVIL SERVICE PROFESSIONALS COLLECTIVE BARGAINING AGREEMENT  
(August 16, 2014 – August 15, 2016)

#### DIFFERENTIALS

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>On Call</th>
<th>Weekend</th>
<th>Eve</th>
<th>Night</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biomedical Engineer II</td>
<td>$5.00</td>
<td>xx</td>
<td>xx</td>
<td>xx</td>
</tr>
<tr>
<td>Cytotechnologist I</td>
<td>$5.00</td>
<td>$2.00</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Medical Technologist I</td>
<td>$25WE/$1</td>
<td>$2.00</td>
<td>$1.50</td>
<td>$2.00</td>
</tr>
<tr>
<td>Radiation Therapist II</td>
<td>$5.00</td>
<td>xx</td>
<td>xx</td>
<td>xx</td>
</tr>
</tbody>
</table>
APPENDIX “C”

CIVIL SERVICE PROFESSIONALS COLLECTIVE BARGAINING AGREEMENT
(August 16, 2014 – August 15, 2016)

SALARY RANGES