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Contract number HR-0000095-01

**CONTRACT
INTERNAL APPROVAL FORM
UNIVERSITY OF ILLINOIS AT CHICAGO**

Unit/Department: UIC Human Resources, Labor & Employee Relations

Contact Person: Keino Robinson

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Brief Description of Services: **Service Employees International Union (SEIU), CTW, CLC Local No. 73 – Successor Collective Bargaining Agreement - SERVICE**

Effective Date: October 4, 2019 Termination Date: October 3, 2023

APPROVALS: Date of Board of Trustees Approval, if Required: _____

APPROVALS

<i>Keino R. Robinson</i>	11-10-2020
Associate Director, Labor and Employee Relations and Chief Negotiator	Date
<i>Thomas H. Riley, Jr. KRR</i>	11-16-2020
Executive Director of Labor and Special Counsel	Date
<i>[Signature]</i>	11-16-2020
Office of University Counsel	Date
Jami Painter	11/17/2020
Associate Vice President for Human Resources and Chief Human Resources Officer	Date
Avijit Ghosh	11/17/2020
Vice President, Chief Financial Officer and Comptroller	Date

Contracts Processing Office (107 Coble Hall) Date Received: By:

Your Comments:
Please provide at least 4 original copies of the agreement for signatures and forward all originals to Bonita Higginson in University Human Resources.

The University Contract Records Office will retain one fully executed original copy of the contract on behalf of the Board of Trustees Office. Thank you.

A G R E E M E N T

By and Between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL NO. 73

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

Effective: October 4, 2019, through October 3, 2023 (inclusive).

Service & Maintenance Bargaining Unit

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AGREEMENT

by and between

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73,**

Effective: October 4, 2019, through October 3, 2023 (inclusive)

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as “Employer” or “University”), and Service Employees International Union Local 73 (hereinafter referred to as Union), on behalf of certain nonacademic employees of the Employer identified in Article III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1. Authorization

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

Section 2. Purpose

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer’s supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Union are committed to uninterrupted effective performance of the teaching, research and public service function of the University.

ARTICLE II LIMITATIONS

Section 1. Limitations

- a) This Agreement is subject to: (1) applicable federal and state laws and regulations issued hereunder as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and

regulations of State Universities Retirement System as they may be amended from time to time; (4) the statutes and rules promulgated by the Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement or as amended; each of which is incorporated herein by reference. 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 rights to bargain regarding any amendments to Policy and Rules which are mandatory objects of bargaining.

b) In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

c) Previous agreements and commitments by and between the parties related to matters covered herein which are not made of record herein are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire agreement between the parties hereto. Any amendments hereto must be in written form and signed by the authorized official(s) of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Rights of Employer

The Union recognizes the right of the Employer to manage its operations, and to plan, direct and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer 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.

Except as specifically abridged by this Agreement, all powers, rights and authority of the Employer are reserved by the Employer, and powers, rights and authority not expressly contracted away by a specific provision of this Agreement, are retained solely by the Employer.

Such rights and powers include, but are not limited to, the exclusive right and power: 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; to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units; to determine the qualifications for and the number of employees to be hired or employed and to transfer or relieve employees from duty due to lack of work or funds or operational changes; to determine, assign, reassign 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; to establish, modify, combine or eliminate job classifications or positions; 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; to discipline, suspend, or discharge employees as set forth in this Agreement; to supervise, train, and evaluate employees; to determine materials and equipment to be utilized by employees and the methods and means by which work shall be performed and services provided; to establish quality and performance standards for employees; to adopt and enforce policies, rules and regulations, including rules and regulations governing work, training, uniforms, and conduct of employees, and to comply with state and federal law; to utilize personnel, methods, and means in the most appropriate and efficient manner, as determined by the University; to layoff or to remove or change employee duties due to change of direction of the workplace or due to lack of work or funds; and to perform all other functions inherent in the administration, management, and control of the University.

The failure of the Employer to exercise any management right or to exercise it in a particular manner shall not be deemed a waiver of the right of the Employer to exercise such management right so long as doing so does not conflict with an express provision of this Agreement.

It is agreed that the reserved management rights as set forth herein shall not be subject to the grievance and arbitration provision of this Agreement nor shall they be subject to impairment by any arbitration award under this Agreement, provided these rights are not exercised in an arbitrary and capricious manner.

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.

The Employer has the right to place and use cameras and other electronic monitoring equipment on the Employer's premises, as deemed appropriate in the Employer's discretion, other than in areas such as restrooms, changing rooms and locker rooms. The parties acknowledge and agree that the primary purpose of the video cameras is to ensure safety and not to discipline employees.

Section 2. Classes Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System and employed by the Employer at the University of Illinois-Chicago. It is further understood that this Article will be changed to reflect any change in titles that have been approved and finalized by the State Universities Civil Service System. In such instance, the new job title will be listed first, followed in parenthesis by the former job title.

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

Section 3. New Classes and Recognition

Employer agrees that if any new or existing civil service class designations should be established for the same work or work which is substantially the same and is presently being performed by those classes identified in Section 2 of this Article, said classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 4. Equal Opportunity

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

The Employer will not tolerate sexual harassment of employees and will take action to provide remedies when such harassment is discovered. Sexual harassment is defined as any unwanted sexual gesture, physical contact, or statement, which a reasonable person would find offensive, humiliating or an interference with their required tasks or career opportunities at the

University.

Section 5. Health and Safety

The Employer will provide a safe and healthy work environment for all employees including education and equipment as needed and required by applicable regulatory agencies. The Employer will pay the cost of all safety items that it requires its employee 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. 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. 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.

The Employer will endeavor in good faith to fill vacancies in order to safely and appropriately staff for all duties.

Section 6. Protected Activity

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

The Employer shall not discourage employees from becoming union members or authorizing dues deductions and shall not otherwise interfere with the relationship between employees and their exclusive representative. The Employer shall refer inquiries about union membership to the Union, except that the Employer may communicate with employees regarding payroll processes and procedures.

Section 7. Union Activity

a) The Union's representatives and stewards shall be allowed to handle matters regarding enforcement of the Collective Bargaining Agreement during working hours. The steward will ask their supervisor for permission to leave their assigned work area to investigate and process grievances arising under the Agreement. Local 73 shall notify the University of the names of the employees who are designated as its representatives. A Union steward with permission of proper authorities may leave their assigned work to investigate a grievance or to present matters according to this Agreement or Policy and Rules without loss of pay. The representative or steward will provide an estimate as to how long they expect to be away from the work area and will strive to keep their supervisor updated if circumstances change. Permission shall not be unreasonably denied. The Union and its members will not solicit membership nor will it carry on

Union activities that impede normal operations with employees in working areas or patient care areas during employees' work time.

b) The Union may use bulletin boards designated by the Employer to communicate with bargaining unit employees as permitted by law. The Employer will endeavor to provide reasonable bulletin board access to all stewards. If a member does not have reasonable access to a bulletin board, that member may receive notifications via inter-office mail. Representatives of the Union will be allowed to post on bulletin boards provided no inflammatory or non-union material is posted. There shall be no distribution or posting by employees or Union representatives of advertising or political material. Standard notices such as meeting, officer or other routine announcements will not need to be approved in advance. One (1) actual copy of the notice must be filed with and approved by the Employer's Labor Relations Office before posting if the notice contains material other than that cited above.

c) The Employer shall permit Union representatives and stewards 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 so long as the access does not impede normal operations, does not become disruptive to patient care, the visit is not conducted within any patient care setting and is reasonable. Such Union representatives shall advise the Employer's Labor Relations Office and the applicable unit(s) of the names of the Union representatives who will visit, and where they plan to visit, no less than 2.5 hours before entering units for visits intended to be non-disruptive. The Union representative must check in with management before entering the Department. Access will not be unreasonably denied or delayed.

Any Union representative who desires to visit that part of the Employer's premises known as UI-Health, including other satellite medical facilities, must obtain the required identification badge, prior to entering such facility.

d) The Employer agrees to make meeting rooms available for Union members to meet during reasonable periods to discuss matters relating to collective bargaining negotiations, contract provisions, grievances and other union-related matters, provided reasonable notice is given and rooms are available. Meeting room requests must be made 24 hours in advance. The Employer will not unreasonably deny requests.

If rooms are not readily available, the Union may request to reserve University facilities for union meetings on the same basis as other UIC faculty/staff organizations (some of which may require a fee).

Section 8. Negotiating Committee Notification

It will be the responsibility of the Employer's Labor Relations Office to arrange for release time and notify supervisors of employees who are members of the Employee's Negotiating Committee of negotiation meetings. Notice will be given to supervisors as far in advance of scheduled negotiation meetings as is reasonably possible. The Union shall notify the Campus Human Resources Office and the Labor Relations Office of the names of employees who are designated as their representatives on the negotiations committee.

Section 9. Notification of Recognition

The Union shall be permitted up to one hour during normally scheduled working hours to conduct its orientation program for employees who are new to the bargaining unit. Such attendance by employees shall be on a voluntary basis and without loss of pay. The Union will follow the New Employee Orientation program as set by UI-Hospital HR. All other orientations will take place at a mutually agreed upon time. The Employer will arrange to have rooms available for these meetings pursuant to the 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. Attendance at the Union orientation is not mandatory and shall be limited to bargaining unit members.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this Article III.

The Employer will at the time of said notification provide new personnel with a copy of Union literature which has been approved by the Employer's Labor Relations Office which shall be furnished by the Union.

Section 10. Labor-Management Meetings

Any Labor-Management meeting concerning employees represented by the Union will be scheduled with the Labor Relations Office. A Labor Relations Officer, Union Representative and Chief Steward will be present at any scheduled meeting, unless the parties agree otherwise. The party requesting a Labor-Management meeting shall provide the Labor Relations office with an agenda of the issues to be discussed prior to the scheduled meeting.

Section 11. Polygraph Tests

No polygraph test shall be administered to any bargaining unit employee by an agent of the Employer without the consent of such bargaining unit employee.

Section 12. Departmental Rules

Any written departmental rules shall be available for inspection in each department and, upon request, a copy of such rules will be made available to the appropriate Union Stewards and/or Union representative.

Section 13. Bargaining Unit Information

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

b) Each month, the Employer will provide the Union access to a convertible electronic list of bargaining unit members showing: name, address, job title, FTE percentage, assigned department, campus address, date of hire, email address and anniversary date.

Section 14. Notification of Change-in-Title

Upon receipt, whenever the Employer is provided by the State Universities Civil Service System a class plan memorandum relating to a Change-in-Title only which impacts bargaining unit classifications, the Employer shall contact the Union. The parties shall mutually schedule a meeting to discuss such notice.

ARTICLE IV WAGES

Section 1. Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the parties conducted pursuant to provisions of the Illinois Educational Labor Relations Act. The Employer shall recommend these wages to the State Universities Civil Service System.

Section 2. Wage Increases and Schedules

Wages established in this Agreement shall become and remain effective as specified in Appendix "A" attached hereto and made a part hereof except as otherwise provided herein. Longevity steps will continue to be paid to eligible bargaining unit employees for the duration of this Agreement.

a) In Year 1 of this Agreement, all employees covered by this Agreement shall receive the Campus Wage Program (2%) increase implemented by the University of Illinois-Chicago, to be effective upon the first day of the pay period after the execution of this Agreement.

Retroactive wages for hours worked shall be made back to October 4, 2019. Only those who are employed on the date the contract is fully executed will be eligible for retroactive pay.

b) In Year 2 of this Agreement, all employees covered by this Agreement shall receive 1% or the Campus Wage Program (whichever is greater) implemented by the University of Illinois-Chicago, to be effective the first day of the pay period after the end of Year 1.

c) In Year 3 of this Agreement, all employees covered by this Agreement shall receive 1.5% or the Campus Wage Program (whichever is greater) implemented by the University of Illinois-Chicago, to be effective the first day of the pay period after the end of Year 2.

d) In Year 4 of this Agreement, all employees covered by this Agreement shall receive 1.5% or the Campus Wage Program (whichever is greater) implemented by the University of Illinois-Chicago, to be effective the first day of the pay period after the end of Year 3.

e) After the Year 1 Campus Wage Program increase has been implemented, any bargaining unit member who is below the regular wage rate of \$15/hour in Chicago will be placed on the applicable wage scale at no less than \$15/hour.

Section 3. Wages (Basic Straight Time)

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a work week, but for not more than eight (8) hours work in a forty (40) hour work week or seven and one-half (7½) hours in a thirty-seven and one-half (37½) hour work week, depending upon the class, during any one of the aforesaid five (5) days.

Section 4. Wages

Basic straight time hourly rates are and shall be as set forth in Appendix "A" attached hereto and a part hereof. Increases in wage and salary benefits awarded and agreed to in this Agreement or the Wage Appendix shall be given and apply only to employees of the Board of Trustees of the University of Illinois covered by this Agreement and then only if those employees are actually in the employ of said Board of Trustees as of the date of the signing of this Agreement and to so described employees who are hired thereafter, except that employees who leave the Bargaining Unit after the expiration and prior to the date of signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submit a written request to the Records Section of the Human Resources Department for such wage increase within sixty (60) calendar days of the signing of this Agreement.

Section 5. Wages (Overtime)

a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by federal law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of eight (8) hours per day or forty (40) hours per week, or seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, depending upon the class. Overtime wages shall be paid by check, or by mutually agreed compensatory time off (as described in the next paragraph), at one and one-half (1½) times hours of overtime worked. Overtime may only be performed pursuant to specific supervisory direction.

b) When mutually agreeable to the Department Head and to the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked, provided however that such compensatory time off is utilized in compliance with Policy and Rules.

c) 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 its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.

d) Opportunity to do overtime shall be offered and distributed as evenly as possible among qualified personnel. If an employee establishes that they have not had overtime distributed as evenly as possible, such employee shall have first preference for future overtime work until overtime equity is recreated. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer will then proceed to assign sufficient employees to do the overtime work required. Such assignment shall be made starting with the least senior, available qualified employee in the class.

e) Overtime records showing the availability and distribution of overtime work opportunities will be maintained by the Employer. Upon receipt of a written request, a Union representative or steward shall be furnished with a copy of such records. Such records shall be furnished as soon as possible, which should not be later than five (5) business days (i.e., not including Saturday, Sunday and holidays) after the request was received.

Section 6. Wages (Premium Paid for Work During Scheduled Days Off)

Work performed during an employee's first or second scheduled day off in a workweek shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate (as defined in Article IV, Section 5(a)). (Deviation from Policy and Rules)

Section 7. Wages (Holidays)

In the event an employee, full-time or part-time, works on any recognized holiday, the employee shall be paid time and one-half (1½) their basic straight time hourly rate of pay for each hour worked. The employee who works on a recognized holiday shall be given an alternate day off which must be scheduled by mutual agreement in writing, on a form agreed to by the parties, between the employee and their supervisor to be taken during a four (4) week period following the holiday worked. If an alternate day off cannot be taken within the four (4) week period, the employee must receive payment at their basic straight time hourly rate for the number of hours in that employee's regular shift in lieu of mutually agreed time off. This paragraph shall not apply in the case of floating holidays as provided in Article V, Section 6.

Section 8. Wages (Call-back)

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

b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned by the Employer, the employee shall receive a minimum of four (4) hours pay, or be paid for actual time worked beginning with the time the employee reports for work on the premises (if later than specified call-back time), whichever is greater, at applicable overtime or premium rate.

Section 9. Wages (Shift Differential)

- a) Evening Shift - An evening shift differential of fifty cents (50¢) per hour will be paid to Employees who work a shift in which more than one-half (1/2) of their hours of work in a workday fall between 3:00 p.m. and 11:30 p.m.
- b) Night Shift – A night shift differential of seventy five cents (75¢) per hour will be paid to Employees who work a shift in which more than one-half (1/2) of their hours of work in a workday fall between 11:00 p.m. and 7:30 a.m.
- c) Weekend Shift – Employees who are regularly scheduled to work the weekend will be compensated for all weekend hours worked at an additional rate of fifty cents (50¢) per hour.

For purposes of paying differential, the weekend begins at 11:00 p.m. Friday and ends at 6:59 a.m. Monday.

- d) Building Service Workers (UI-Hospital and Clinics) – Building Service Workers assigned to work at UI-Hospital and Clinics will be compensated for all hours worked at an additional rate of fifty cents (50¢) per hour.

Section 10. Wages (Building Service Worker, Hospital Service Worker, and Housekeeper)

Employees' current basic straight time hourly rate shall be increased fifty cents (50¢) per hour for all hours actually worked washing walls, provided said work is performed pursuant to specific supervisory authority.

Section 11. Wages (Disaster)

If the University, or if the University is subject to a declaration made by the state, federal or municipal government agency with the power to do so, declares a “disaster” related to infectious disease or pandemic based on guidance from CDPH, CDC, IDPH or FEMA, the University and Union agree to meet and discuss wage differentials if a disaster is declared.

Section 12. Hospital Nutritional Service Employees - Cashier

Effective as of the date of the signing of this Agreement, Hospital Nutritional Services employees who are not classified as Food Service Cashiers who perform cashier duties will have their basic straight time hourly rate increased by one dollar (\$1.00) per hour for all hours actually worked as a cashier, provided said work is performed pursuant to specific supervisory authority.

Section 13. Wage Scale Provisions

- (a) Changes in wage rates required by compliance with step progression scales will be made effective from the first day of the pay period in which the service completion requirement occurs.

- (b) Each employee shall be paid the negotiated wage rate for their step and classification.

Section 14. Meal Privileges - Food Service Personnel

Food Service personnel who work a shift of four (4) or more hours will be eligible for meal privileges as established by the individual operating units.

Section 15. 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 *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 difference is based upon some other factor, such as experience, longevity, or merit progression within ranges. These exceptions should not create inequities as defined in Section 16(b).

Section 16. New Hires and Mid-Term Salary Adjustments

a) New Hires

New hires will be offered a starting wage based on the individual's documented training, experience and credentials related to the job for which they are 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 labor-management meetings to discuss such matters.

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 Employer 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.

b) Mid-Term

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. This unilateral increase should not create an

inequity.

An inequity is defined as an unjustifiable pay variance created when one employee is compensated more than another employee with equal or comparable experience, longevity and/or education.

c) Market Adjustments

The Employer 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 Employer shall notify the Union. Upon request by the Union, the Employer shall provide relevant information that is not prohibited from disclosure, including market survey information within a reasonable timeframe and will discuss the market adjustments with the Union. For Service bargaining unit job classifications, an annual market analysis and, if necessary, adjustment will be completed by the Employer. The Union may request a market analysis for specific titles it believes to be behind the market.

d) Merit Increases

Merit increases may be awarded by the Employer when money is available for the purpose. Merit increases shall be awarded to eligible employees who meet or exceed the following criteria as determined by the Employer.

1. Superior knowledge of the requirements of their position
2. Superior quality of work
3. Demonstrated initiative

Employees must have completed their probationary period to be eligible for a merit increase. Upon request, the Union shall be notified of increases awarded under this subsection.

Section 17. Temporary Assignments

a) Temporary Downgrading. 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 shall be retained at the level of the employee's permanent position prior to such assignment for the duration of the temporary assignment.

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, the employee is entitled during the period of upgrading to receive the next highest rate in the upgraded classification (next highest to the employee's rate at the time of the temporary upgrade). No employee shall suffer any reduction in salary because of such assignment.

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

d) An Employer makes such temporary downgrading assignments by assigning a status employee who meets the minimum qualifications of the class to which assignment is being made.

An Employer makes such temporary upgrading assignments by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignments occurs in classes that utilize work shifts, the register requirements apply only to those status employees who regularly work the shift on which the temporary upgrade is needed. Acceptance of, or refusal to accept such a temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals.

e) In the absence of a register, an Employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.

f) When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

Section 18. Promotions

A promotion always results in a pay increase of at least three percent (3%); provided, however, the 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. (Deviation from Policy and Rules)

Section 19. Premium Pay for Certification/Advanced Training

A one-time certification bonus of \$250 shall be paid to each 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. In the sole discretion of the Employer, this bonus may exceed \$250.

ARTICLE V BENEFITS

Section 1. Policy

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Employee Development and Career Planning, Retirement and inter-institutional reciprocity) will be as set forth in the Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

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 Agreement at the Chicago Campus Human Resources Office, 715 S. Wood St., M/C 897 and the Rockford Office at 1601 Parkview Avenue. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules and/or State Universities Civil Service System Statute and Rules at the Chicago Campus Human Resources and/or the Rockford Human Resources Office and/or Peoria Human Resources Office.

Section 2. Sick Leave Payment Regulations

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following conditions of eligibility must be satisfied:

- a) The employee must have sick leave accrued in their favor.
- b) An Employee may use accumulated sick leave when absent because of personal illness, illness of spouse and/or children, injury, maternity leave or to obtain medical or dental consultation or treatment. Exceptions and applications of this policy beyond spouse and children, e.g., members of household, may be granted. Members of household should be defined as dependent residents of the employee's household. The right is reserved by the Employer to demand from an employee who has been absent for three (3) or more consecutive work days, or who is suspected of abusing sick leave utilization, to submit a doctor's statement as proof of illness (proof status). If an employee is suspected of abusing sick leave utilization, such requirement to submit a doctor's statement for each sick leave of absence shall apply for no longer than 180 days, unless such time is extended by the Employer by providing written notice to the employee. The Employer will make the employee aware of this requirement in advance. Upon request, the employee will be granted a meeting to discuss this matter. In the case of personal illness, the employee may be required to visit the Campus Health Services upon return to work. Departments will take into consideration legitimate absences caused by long-term illness, along with other factors, in determining the need for documentation in cases of requiring a doctor's statement of proof when abuse is suspected. This section applies to absences related to sick leave and medical leave of absences only.

(Deviation from Policy and Rules)

Section 3. Personal Leave

Within the total amount accumulated, Employer operations permitting, leave of not to exceed two (2) days at one (1) time will be granted for any reason upon advance request of the employee to their supervisor. Where the need for such leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advance approval, the employee may be granted post-approval at the discretion of the Employer on a case-by-case basis. Approval shall not be unreasonably denied.

Should a supervisor refuse to grant post-absence approval for a short term (one or two day) personal leave, the supervisor shall provide a written explanation for such denial within 48

hours from the date of the requested approval.

Section 4. Vacation and Personal Leave - Method of Accrual

a) Each employee who is nonexempt under the Fair Labor Standards Act and each employee who is exempt as an executive or administrative employee but who: (a) is required to work a fixed shift; and (b) receives overtime compensation if required to perform overtime shall earn Vacation and Personal Leave at the rate which is shown opposite their service years in Schedule A.

SCHEDULE A

Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0462	12	3.47	180
3	6	0.0577	15	4.33	225
6	9	0.0692	18	5.19	270
9	14	0.0808	21	6.06	315
14		0.0962	25	7.22	375

Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0462	12	3.70	192
3	6	0.0577	15	4.62	240
6	9	0.0692	18	5.54	288
9	14	0.0808	21	6.46	336
14		0.0962	25	7.70	400

- b) An employee may accumulate at their then current earnings rate an amount of leave equal to that earned in two (2) service years but upon reaching this accumulation will cease to earn leave except as the accumulation is reduced.
- c) Upon termination of employment, an employee shall be paid for any Vacation and Personal Leave accumulated as of their last scheduled workday. The effective date of the termination is the last day worked and is not extended by payment of the Vacation and Personal Leave benefit.

Section 5. Vacation and Personal Leave - Method of Request

- a) An employee's request for vacation shall be made in writing to their supervisor or inputted into an electronic system. All requests will be tracked in accordance to the system. If the request is denied, the answer shall include the reasons for the denial.
- b) 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.
- c) An employee who has complied with departmental notice requirements will not be required to find their own coverage for scheduled time off unless schedules have been finalized for the relevant time period. Employees will be issued schedules no earlier than 60 days and no later than 2 weeks in advance.
- d) Where vacation requests conflict (more than one employee requests the same date), the Employer shall consider such factors as departmental seniority, staffing requirements and previous leaves received or vacation taken based on operational needs as determined by the Employer.
- e) Each Department will provide employees with a written copy of the Department's vacation policy. A copy shall also be provided to the Union.
- f) Vacation and sick leave accruals are available online. Employees unable to access their earnings statements online without assistance may obtain that information from their supervisor, provided the employee gives their supervisor a written request for such information. The supervisor shall respond with the information as soon as possible, but not later than three (3) business days (i.e., not including Saturday, Sunday and holidays) after receipt of the written request.
- g) 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. An employee who is not required to report to work may also opt to take an unpaid day in lieu of using benefit time.
- h) Management will not require an employee to break up vacation requests.

Section 6. Holidays

Paid holidays as set forth in Policy and Rules and as designated by the Chancellor of the University of Illinois-Chicago each fiscal year during the term of this Agreement will be observed as follows:

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

* Employees working in the University of Illinois Hospital and Clinics, Physical Plant Operations, Telecommunications, Police Department, Campus Auxiliary Services and Biological Resources Laboratory will have four (4) floating holidays which will be taken as set forth in the Chancellor's Executive Notice.

* Employees working in all other Campus Units will observe four (4) holidays to be designated by the Chancellor on an annual basis.

Employees scheduled to work the holiday are expected to work. If necessary, volunteers shall first be solicited to provide holiday coverage. Volunteers will be taken on a rotational schedule developed by the Department based on seniority. 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 employee. In all instances, volunteers and those required to work the holiday must be qualified to perform the required tasks of the staffing need.

Section 7. Funeral Leave

Funeral leave shall be in accordance with Policy and Rules, Rule 11.05 – “Funeral Leave”.

**ARTICLE VI
EMPLOYEE DEVELOPMENT AND EDUCATIONAL BENEFITS**

Section 1. Policy

The Employer shall extend tuition and fee waivers to employees according to guidelines set forth herein and subject to approval of the President of the University of Illinois. Additional development opportunities may be offered to broaden employee capabilities to improve

University services and to contribute to job fulfillment.

Section 2. Types of Courses

- a) A Regular course is one that is part of the established curriculum available to students at the University of Illinois.
- b) A Special course is one designed specifically for the purpose of improving University service.
- c) A Sponsored course is one given at another institution that is designated or established at the University's request and financially supported by it for the purpose of improving University service.
- d) A Refund course is one given by an organization other than the University and for which an employee may receive reimbursement for tuition and specified related expenses paid by them.
- e) A Correspondence course may fall under any of the above types of courses.

Section 3. Departmental Responsibility (Employee Development)

- a) Each Department Head is responsible for: (a) a continuing review of departmental services to identify desirable improvement which can be facilitated by employee development and training; (b) proposing employee development activities to this end; and (c) informing the Campus Human Resources Office of an employee's potential and interest beyond departmental job requirements.
- b) Each supervisor shall: (1) appraise the performance of their employees; (2) coach them in means of improving performance; (3) counsel them regarding career opportunities within the University; (4) discuss with them advantages accruing to the University and to employees through planning for career enlargement; and (5) encourage them, where appropriate, in preparation of mutually agreed upon personal development plans.
- c) Personal development plans and courses completed and other job-related training shall be made a part of an employee's University personnel record.

Section 4. Eligible Children of Employees

Eligible children of qualified University employees with at least seven (7) years of employment service may receive fifty percent (50%) tuition waiver for undergraduate education at any campus within the University of Illinois System. Children must qualify for admission under the same requirements, standards and policies applicable to general applications.

Section 5. Instruction and Evaluation – Special and Sponsored Courses

The Office of Continuing Education and Public Service will work with the Campus

Personnel Services Office to organize courses and will be responsible for selecting instructors and facilities, for contracting for Sponsored courses, and for handling other necessary administrative course arrangements within the approved budget. Each Campus Personnel Services Office will be responsible for: (1) contracting for any University participation in registered community craft apprentice programs; and (2) evaluating the contribution of each Special or Sponsored course in improvement of University services.

Section 6. Enrollment in Regular, Special, Sponsored and Refund Courses (Including Correspondence Courses) Eligibility and Ineligibility for Waivers and Refund Courses

a) Regular courses - not necessarily work-related. An employee in a status appointment or in an appointment designed to qualify for status in an established class, may be granted a waiver of tuition and service fee in Regular courses not to exceed:

Six (6) credit hours or two courses in a semester or quarter if on a full-time appointment

Four (4) credit hours if on 75% to 99% time appointment

Three (3) credit hours if on a 50% to 74% time appointment

provided that the employee: (1) meets conditions and eligibility for admission as prescribed by the Office of Admissions and Records; (2) is not a student as defined in State Universities Civil Service System Statute and Rules, Section 250.70(e); and (3) has approval by their employing department of enrollment and of a "make-up" schedule to cover any time in course attendance during their regular work schedule. Course attendance during an employee's regular scheduled hours may be approved not to exceed one course at a time and then only if the course is not offered outside of such hours. An employee on Special Leave (Education) may be granted a waiver of tuition and service fee in Regular courses only under conditions that apply to work-related (employee development) courses as set forth in (b) below.

b) Work-Related Courses. An employee in a Status, Learner, Trainee, Apprentice or Provisional appointment may enroll without payment of tuition and service fee in: (a) Regular; (b) Special; or (c) Sponsored courses not to exceed ten credit hours per semester or quarter, or receive a refund for courses at another institution, provided that:

- 1) The courses are directly related to their University work career and to the improvement of University services;
- 2) The employee meets conditions and eligibility for admission;
- 3) The employee's appointment is full-time or their enrollment is pursuant to an approved deviation;
- 4) The employee has made application and received prior approval for enrollment or refund as required by procedures issued hereunder;
- 5) The employee submits evidence of: (a) satisfactory completion of the course(s); and (b) the amount of tuition and fees paid (Refund courses only);

6) Excused absences with or without pay for course attendance granted do not exceed the amount of time required for ten credit hours attendance per term or semester; and

7) If on Special Leave (Education) the employee agrees, in writing, to remain with the University for at least six months after their return from a leave and in the event they do not return, to make payment in full to the University for tuition and fee waivers extended during their leave.

c) Loss of Eligibility for Waivers or Refunds. An employee who resigns, is dismissed, is discharged or terminated may not continue to attend a Special or Sponsored course. While the employee may continue in a Refund course, they may not receive a refund. Such an employee may continue in a Regular course upon payment for the entire course. An employee who is laid off may continue attending any course, including one involving receipt of refund in which enrollment prior to their layoff, but may not enroll in any new course with tuition and service fee waiver or refund while on layoff.

Section 7. Attendance at University Courses and Training Programs

An employee, upon request of their supervisor and Employer operations permitting, will either be excused without pay or scheduled for "make-up" in order to permit their enrollment in an academic course in the University or in a local training program or course that is relevant to their University career. Time an employee is in attendance at training programs or University classes, when requested by the supervisor, shall be with pay.

Section 8. Less Than Full-Time Employees

An employee with a part-time appointment may be granted an excused absence without loss of pay for time and attendance at training programs or University classes when requested to so participate by the supervisor.

Section 9. Use of Application Form

a) Application for enrollment in courses which are tuition free or which involved waiver or refund shall be processed on forms provided by the Campus Human Resources Office. Where campus funds are to be used and where Special or Sponsored courses with restricted enrollments are involved, the application must be approved by the employing department and by the Campus Human Resources Office before actual enrollment. Special and Sponsored courses requiring such pre-approval will be indicated in course announcements. In other cases, the application requires approval prior to enrollment by the employing department, with a copy to be sent to the Campus Human Resources Office.

b) In reviewing such applications, the Department Head will determine whether the course:
(a) is related to the employee's University work career and improvement of University services;
(b) is available outside of working hours and, if not, whether the employee is to be paid for time

in classes, or a "make-up" schedule arranged, or the time charged to Vacation and Personal Leave or to Excused Absence without pay; (c) can be taken within the enrollment criteria and limits above; and (d) costs, if any, can appropriately be met from available departmental funds.

c) The Campus Human Resources Office will pre- or post-review all applications for work-related courses in respect to factors such as: (a) present and projected University need for the skills involved and the relative position of the employee in relation to such need; (b) consistency with the Affirmative Action program of the University; (c) availability and propriety of use of campus funds; (d) enrollment restrictions regarding the courses involved; and (e) any prior course achievement record of the applicant.

Section 10. Income Tax

Under certain circumstances, educational assistance to an employee by the Employer is regarded by the Internal Revenue Service as compensation and must be reported as compensation by the employee.

Section 11. Courses at Institutions Beyond Commuting Distance

In view of the educational and training opportunities available within commuting distance, it is not anticipated that there will be extensive use of institutions at other locations. If a need arises to use an institution that is not within commuting distance, a proposal shall be prepared by the employing department and submitted to the Director of the Campus Human Resources Office for review and processing pursuant to procedures established by the Chancellor. If any leave is involved, the policies and procedures of Policy 11 of Policy and Rules shall be applicable.

Section 12. Training-Related Activities, Seminars, Workshops, and Short Trade Courses

Payment for time and expenses for attendance at training-related activities, workshops, and short trade courses are subject to department approval. Criteria for granting such approval should include the benefits to be derived by the department and a comparison of the needs of the employee with those of other employees in the department. Approved costs of attendance at such meetings shall be paid with department funds.

Section 13. Recall of Status of Laid off Appointee to Training Program

An employee in a training program who is selected for layoff shall be granted a Special Leave to continue until recalled, but such Special Leave shall not exceed two years. While on Special Leave, such an employee's name will be maintained on a training recall list. An employee whose name is on a training recall list shall have preference for re-employment within their respective program over all other training applicants or candidates.

Section 14. Payment of Wages for Time Spent in Courses or Training Programs

Employees will not be paid wages for time spent in courses that are not job-related.

Employees normally will be paid for time spent in job-related courses or training programs only as required by the provisions of the Fair Labor Standards Act of 1938, as amended. However, a Department Head may authorize payment for time spent attending classes if, in their opinion, a degree of improvement in University service will result to warrant this, even though payment is not required by the Fair Labor Standards Act.

ARTICLE VII WORKING RULES AND CONDITIONS

Section 1. Shift - Work Day and Work Week

- a) The shift shall consist of eight (8) consecutive hours of work, broken by an unpaid lunch period or seven and one-half (7½) consecutive hours of work broken by an unpaid lunch period.
- b) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The workweek is a fixed and regularly recurring period of 168 hours--seven consecutive twenty-four (24) hour periods--and begins at 12:01 a.m., Sunday. The full-time work schedule in the work week shall consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work, or one (1) seven and one-half (7½) hour shift during each of five (5) consecutive days and shall not exceed thirty seven and one-half (37½) hours of work. Employees may work with the supervisor to create alternative work schedules. Alternative work schedules are not guaranteed and cannot create overtime (OT).
- d) Except in cases of employees hired, regularly-scheduled or who volunteer to work weekends (defined as Saturday and Sunday), the Employer, through rotating shifts or other scheduling devices tending to preclude any employee from having to work more than two consecutive weekends, will formulate work schedules in which no employee will be required to work more than two (2) out of three (3) consecutive weekends unless there are unforeseen circumstances.
- e) The Parties agree that all personnel, except Messengers, covered in this Agreement have an eight (8) hour workday and forty (40) hour work week. Messengers have a seven and one-half (7½) hour work day and thirty-seven and one-half (37½) hour work week. They should be permitted at least a thirty (30) minute uncompensated lunch break not included in the seven and one-half (7½) hours of work per day.

Notwithstanding the language of Section 1(c) of this Article VII, employees shall be scheduled to work five (5) consecutive days, which may overlap the two (2) calendar weeks and have two (2) consecutive days off, unless mutually agreed otherwise.

Section 2. Shift Schedule

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay,

premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without change of shifts. In the event of a reduction of the work force during the holidays, except for emergencies as defined by the Employer, employees who are to be laid off will receive a minimum of thirty (30) calendar days' notice. Prior to the thirty (30) calendar days' notice of shift change, except in the case of rotating employees, Management will discuss with the Union regarding said change.

b) Since the needs of the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the latter's starting and ending times will conform to those requirements. Except in case of emergency, if the Employer's operation should require a variation in staffing levels and/or scheduled hours or shifts, the employees affected shall receive a minimum of ten (10) calendar days' notice. A copy of said notice shall be sent to the Union office. Should the employer's operations require a variation in the scheduled hours or shifts, the employer shall first solicit qualified volunteers for the changed schedule. Except in the case of emergency, and in the absence of qualified volunteers, the employees affected shall receive a minimum of ten (10) calendar days' notice. A copy of said notice shall be sent to the Union office when such change is announced.

c) All employees covered by this Agreement must report on their jobs as required by the Employer's regulations and be ready to begin their work at official times of their shift openings. Those engaged in work which in the judgment of supervisors warrant it, may be granted time not to exceed ten (10) minutes clothing change or wash-up time immediately preceding official times of their shift closings. Said wash-up time in no event may be interpreted as a shortening of the scheduled work shift. Food Service Workers that are required to change into uniform at work will be allowed 10 minutes at the beginning of the shift to change. Food Service Workers are excluded from the 10 minutes at the end of the shift to change/wash.

d) 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 the aforementioned needs and employees. 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 be cumulative, made the basis for a late starting or early quitting time or additional compensation. Part-time employees may receive rest periods on a pro-rata basis.

e) The Parties agree that the Employer's animal caretaking activity at its Biologic Resources Laboratory is operated on a seven (7) day per week basis. In consequence, Laboratory Animal Caretakers and Laboratory Animal Care Technicians at the Biologic Resources Laboratory work a weekly schedule of five (5) consecutive work days with two (2) consecutive free days, except when it is necessary to effect change of work schedule described in the next sentence. The Employer maintains a work schedule for its Laboratory Animal Caretakers and Laboratory Animal Care Technicians in the Biologic Resources Laboratory providing for rotation of the two (2) consecutive free days at intervals of approximately one (1) month each. The Administrator of the Employer's Biologic Resources Laboratory will require all Laboratory Animal Caretakers and Laboratory Animal Care Technicians under their supervision to begin

and end their regular work shifts at times (hours) which they consider appropriate for the best and most efficient operation of the Biologic Resources Laboratory.

f) In designated work areas utilizing four (4) ten-hour days in a work week, the following provisions will be applied:

- 1) The work week will consist of four (4) consecutive calendar days in a recurring seven (7) calendar day period and the work day will consist of ten (10) consecutive hours in a recurring twenty-four (24) hour period, to include a paid lunch period of twenty (20) minutes and two (2) rest periods of fifteen (15) minutes each.
- 2) Overtime will be paid for all work performed in excess of ten (10) hours in a work day, or for over forty (40) hours in a work week, but not both.
- 3) Sick Leave will be charged to the employee's sick leave account at the rate of ten (10) hours for each full work day the employee is absent for reasons specified in University Policy and Rules regarding Sick Leave (Policy 10).
- 4) Vacation Leave will be charged to the employee's vacation leave account at the rate of ten (10) hours for each full work day the employee is absent on approved vacation leave.
- 5) Holidays will be paid in accordance with Article V ("Benefits"), Section 6, and Policy and Rules Policy 9.02.
- 6) Funeral Leave: The first eight (8) hours of the work day will be paid as funeral pay. The remaining two (2) hours of the work day shall be charged against the employee's accrued vacation time. If at the time of the funeral leave, an employee's vacation balance is less than two (2) hours, then the difference will be without pay.

[Subsections 2, 5 and 6 above are deviations from Policy and Rules (Policies 6, 8, 9, 10 and 11)]

g) The Parties adhere to the principle of maintaining work schedules for Food Service Worker personnel which will provide the individual employee with five (5) consecutive work days and two (2) consecutive days free from work during each employee's work week. Such principle will, when permitted by the needs of the Employer, be followed in the establishment of work schedules when and wherever such establishment is under the exclusive control of the Employer. Such principle cannot be followed when and wherever an employee's schedule, including their work days and hours of work, is changed for the worker's convenience (e.g., rotation of shift [or hours and days of work] made for purpose of providing opportunity for a worker to enjoy the calendar day Sunday free from work or other changes for the employee's convenience).

Section 3. Shift Bidding

Facilities Management will fill shift vacancies for Building Service Worker employees who volunteer based on seniority and who are actively working. Such postings will be located at Facilities Management, UI-Hospital and the College of Medicine Building. The Union will receive copies of any posting via electronic mail and management acknowledges that the Union will use their Union literature to further advise bargaining unit employees of any available vacancies posted on official sites. Employees on disability, extended sick leave, or workers compensation leave will be considered for shift vacancies if the employee has made known their return to work date at least ten (10) days prior to management's decisions to fill a particular shift vacancy. Facilities Management will maintain a bid list for each shift and will update a master list on a monthly basis or prior to filling vacancies on a particular shift.

The current shifts include the following:

- 1) Day shift starting time between 6:00 a.m. and 9:00 a.m.;
- 2) Afternoon shift starting time between 3:00 p.m. and 4:30 p.m.; and
- 3) Night shift starting time between 10:00 p.m. and 11:00 p.m.

Based on the needs of the operations, additional shifts may be added. If Facilities Management contemplates adding a shift, the Employer will discuss with the Union. Employees may sign the shift bid list at any time. Employees may decline shift vacancies without penalty. Employees with greater seniority may not bump employees with lesser seniority once a shift vacancy has been filled. Shift vacancies not filled by seniority from the appropriate bid list will be filled by inverse seniority.

Employees who wish to be assigned/reassigned to an area custodial assignment within their shift may submit a request for reassignment to their immediate supervisor. Forms submitted to a supervisor on a job site will be initialed with the date and time by the supervisor and the employee.

The Employer will attempt to utilize current status employees prior to utilizing non-status employees in filling shift vacancies.

Section 4. Union Notification of Change in Shift Hours

If it becomes necessary to change an employee's shift hours, the Employer will provide written notification to the Union at the same time that notice is given to the affected employees.

Section 5. Food Service Personnel Assignments

a) Food Service personnel may be temporarily assigned to perform duties in Food Service operations other than those of their regular classifications. In such cases, workers shall receive the basic straight time hourly rates of the classifications to which they are temporarily assigned or their own rates, whichever are greater. Under this provision, it is agreed that any Food Service Worker may be required temporarily to receive cash and/or ring up sales on the cash register.

b) No Rockford Building Service Worker shall be required to perform Food Service job duties. Volunteers are permitted.

Section 6. Layoff Notice

a) Insofar as possible, the Employer will give at least fifteen (15) work days notice to the employee prior to the effective date of any layoff of that employee. If such notice is not to be given, the Employer shall be obligated to notify the Union of its intentions and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed layoff.

b) At the written request of an employee, the Employer may lay off that individual employee without regard to the notice provisions set forth herein.

(Portions of this Section are deviations from Policy and Rules)

Section 7. Layoff Procedure

Within an operational unit, all non-status employees in a classification (except students) will be terminated before status employees in the same classification are laid off. A student employee or earnfare/welfare worker shall not displace a certified Civil Service employee.

In addition to the exception set forth in the preceding paragraph, the Employer will utilize the procedures outlined below when a reduction in the work force becomes necessary.

a) In the event an employing unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification.

b) If there are no vacant requisitioned positions, the displaced employees will bump the least senior employee in that classification in their administrative unit. If there are no employees in the classification in the administrative unit with less service or seniority, the employee will bump the least senior employee in the classification campus-wide.

c) If the employee is the least senior employee in the classification campus-wide and is serving an initial probation period with the Employer, the employee is placed on layoff status.

d) If the employee is the least senior employee in the classification campus-wide, is serving a probation period due to promotion and successfully completed a probation period in a previous classification, the employee will be offered a vacant requisitioned position in the previous classification. In the event there are no vacant requisitioned positions, the displaced employee will bump into the position of the least senior employees campus-wide. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line when the employee is the least senior in the classification offered. If the employee is the least senior for all classifications in the promotional line, this process (vacant position then bumping the least senior employee) will continue for other classifications in promotional lines in which

the employee has accrued seniority. If the employee is the least senior employee campus-wide for all other classifications, the employee is placed on layoff status.

e) If the employee is the least senior employee in the classification campus-wide and has completed probation in the classification, the employee will be offered a vacant requisitioned position in the next lower classification in the promotional line. In the event there are no vacant requisitioned positions, the displaced employee will bump into the position of the least senior employee campus-wide. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line when the employee is the least senior in the classification offered. If the employee is the least senior for all classifications in the promotional line, this process (vacant position then bumping the least senior employee) will continue for other classifications in the promotional lines in which the employee has accrued seniority. If the employee is the least senior employee campus-wide for the other classifications, the employee is placed on layoff status.

f) At any time during the layoff/bumping process the displaced employee may choose to not exercise their bumping rights. The employee will provide a signed statement to that effect and will be placed on layoff status.

g) Recall from layoff to status positions will be in order of seniority beginning with the most senior.

h) The Associate Vice Chancellor for Human Resources, or designee, shall be responsible for the administration of this policy.

Section 8. Identification Badges

Employees covered in this Agreement may 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 by the Employer at no cost to the employees.

Section 9. Uniform Requirements

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

b) The Employer will furnish uniforms to Food Service Workers at UI-Health as it deems necessary, providing 6 uniforms at the start of employment. The Employer will also provide up to three (3) replacement uniforms as necessary yearly (each fiscal year, July 1, through June 30, inclusive). Employees will be provided an area to change and must be in uniform, on the premises to begin their workday.

This requirement of the Employer specifically covers uniforms of Food Service Workers.

Section 10. Uniform (Mail Messenger and Supervisor)

a) The Employer will furnish uniforms to Mail Messenger and Mail Supervisors as it deems necessary, providing up to three (3) sets of uniforms (shirts) yearly (each fiscal year, July 1, through June 30, inclusive).

The following items will also be provided as deemed necessary by the Employer:

- Winter Caps and Winter Jackets
- Rain Protection (excluding rubber footwear)

Employees will furnish and keep in good condition:

- Dark Stockings and Black Shoes

b) Replacement of uniform articles provided by the Employer shall be the responsibility of the Employer when such replacement is necessitated by normal wear and tear, and then only after inspection and approval by the Employer.

c) Maintenance and preservation of uniform articles shall be the responsibility of each individual Mail Messenger or Mail Supervisor.

d) At the termination of employment, the employee shall be responsible for returning to the Employer all uniform articles.

Section 11. Other Uniforms

When the Employer furnishes uniforms not covered under Section 8, 9 and 10 of this Article, such uniforms shall be maintained by the employee and will be replaced by the Employer when such replacement is necessitated by normal wear and tear, and then only after inspection and approval by the Employer.

Section 12. Meal Periods

a) Each employee expected to work seven and one half (7½) or eight (8) continuous hours shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period.

b) Employees who receive an unpaid meal period and who by expressed supervisory direction are required to work and receive no lunch period during the same shift shall be compensated at time and one half (full-time) if the shift exceeds the daily work schedule; or at regular straight time pay if not a full-time shift.

c) Where current practice exists or when department schedules allow, employees may combine their break period(s) with their lunch break. Part-time employees may receive rest periods on a pro-rata basis.

Section 13. Transfers and Reassignments

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

ARTICLE VIII DISCIPLINE

Section 1. Discipline Procedure

a) 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 their supervisor. The absence of such a meeting will not preclude the Employer from proceeding with discipline. The decision to pursue disciplinary action will be made within 30 days from when the Employer first knew, or should have known, of the incident and shall be administered as soon as practicable.

b) 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 their 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 and may permit representation via telephone or other teleconferencing methods, which will not be unreasonably be denied. 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.

c) If the Employer determines that discipline is necessary, following the pre-disciplinary meeting, discipline shall be noticed within 30 days, unless otherwise agreed upon by the parties. The imposition of discipline shall be imposed as soon as practicable. The rolling calendar for discipline shall commence on the date that the notice was given.

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.

Section 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.

Section 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.

Section 4. Letters of Warning

Letters of Warning issued to Employees covered herein will not be used against the employee in any future decision 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, offer reasonable methods of correcting the violation.

Section 5. Disciplinary Suspensions

Disciplinary suspensions issued to employees covered herein 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 IX GRIEVANCE PROCEDURE

Section 1. General Provisions

- a) Definition - A grievance shall be defined as any complaint by an employee or by the Union, arising in the course of employment by the Employer or 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, except, as discussed below, involuntary separation during the probation period 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 administering discipline. 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 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 a regularly scheduled workday and shift, and only when permission has been given by the designated supervisor. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave their assigned duties without the knowledge and permission of the 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 University of Illinois System – Level Designated Grievance Hearing Officer 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.

k) Time Off to Handle Grievances – The Union's representatives and stewards shall be allowed to handle matters regarding enforcement of the Agreement during their working hours. A Union steward with permission of proper authorities may leave their assigned work to investigate a grievance or to present matters according to this Agreement or Policy and Rules without loss of pay. The representative or steward will provide an estimate as to how long they expect to be away from the work area and will strive to keep the supervisor updated if circumstances change. Permission shall not be unreasonably denied. The Union and its members will not solicit membership nor will it carry on Union activities that impede normal operations with employees in working areas or patient care areas during employees' work time.

Section 2. Procedure

Informal Step - An employee who has a request or complaint will discuss the request or complaint with the designated supervisor in an effort to settle the same. An employee may do this personally or through the Union. If the designated supervisor and/or the employee, after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite such other additional Employer or Union representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated supervisor and the employee from the responsibility for resolving the problem.

This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the Employer/employee problems. However, if a request or complaint is not satisfactorily resolved, the employee or the Union may file a formal written 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, signed by the grievant(s) or a Union representative (steward, business representative), and 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 also cite the section(s) of the Agreement which are alleged to have been violated, and it must also be submitted within thirty (30) work days after the occurrence leading to the grievance, or within thirty (30) work days of knowledge thereof. This time limit may be extended for just cause by the Chancellor, University of Illinois System – Level Designated Grievance Hearing Officer, or a designee named by either official.

b) The designated supervisor will review the informal decision given earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision affects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms the 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 they received the written grievance and forward it to the Department Head within two (2) work days after its receipt.

c) The Department Head shall consider and answer the grievance in writing not later than seven (7) workdays following the date upon which it was formally presented to the appropriate designated supervisor. If the Department Head fails to answer within these seven (7) workdays, or if the Department Head's answer does not resolve the grievance in a manner acceptable to the grievant, the employee may appeal to Step Two of the procedure.

Step Two

- a) Notwithstanding the provisions of Step One above, the following provisions shall apply:
1. 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, Section 250.110(f) or (g).
 2. In addition, the Union may file a grievance (as defined in this Article IX) 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.
 3. By mutual agreement between the Union and the Labor Relations Office, the initial filing of a grievance may be filed at the second step.
- b) An appeal from Step One of the grievance procedure must be filed in writing within seven (7) workdays after the Step One response is received or due, whichever occurs first. Any decision by the department head at Step One that is not appealed within seven (7) workdays after it is received or due shall be considered binding upon the Employer, the grievant and the Union.
- c) The appeal at Step Two shall be filed with the Chancellor.
- d) Upon receipt of an appeal, the Chancellor or designee shall offer a fair hearing to the grievant(s), shall conduct any investigation the Officer deems necessary, and shall issue a written decision on the grievance within fifteen (15) workdays after receipt of an appeal or conclusion of the hearing, whichever date is later.
- e) If the Chancellor or designee fails to timely issue the Step Two decision, or the decision is unacceptable to the grievant, the grievant may appeal the grievance to Step Three of the procedure.
- f) Any hearing conducted by the Chancellor or designee shall follow informal procedures, with 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, the grievant and their representative.

Step Three

- a) An appeal from Step Two of the grievance procedure must be filed with the University of Illinois System – Level Designated Grievance Hearing Officer within seven (7) workdays after it is received or due. If the decision is not appealed within that time, it shall be binding upon both parties. If the grievant elects to appeal to the University of Illinois System – Level

Designated Grievance Hearing Officer, the Chancellor or designee shall make available to the University of Illinois System – Level Designated Grievance Hearing Officer the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant the decision and reasons therefore.

b) Upon receipt of an appeal, the University of Illinois System – Level Designated Grievance Hearing Officer, will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation the Officer deems necessary. The University of Illinois System – Level Designated Grievance Hearing Officer, shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or shall offer a fair hearing to the grievant and/or Union for the purpose of obtaining additional information and issue a written decision thereafter. The written decision shall be issued fifteen (15) workdays after the receipt of the appeal from Step Two.

c) The University of Illinois System – Level Designated Grievance Hearing Officer 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 Step One or Two level of the procedure.

d) Any hearing conducted by the University of Illinois System – Level Designated Grievance Hearing Officer will follow informal procedures with 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(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, the grievant and their representative. A member of the staff of the Human Resources Office should be available as a resource person.

e) If the decision of the University of Illinois System – Level Designated Grievance Hearing Officer does not resolve the grievance in a manner acceptable to the grievant, 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.

Section 3. Variations

a) An employee who has a grievance based on discrimination shall first discuss the complaint informally with the supervisor, Department Head, the Office of Access and Equity 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 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 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 University of Illinois System – Level Designated Grievance Hearing Officer 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 University of Illinois System – Level Designated Grievance Hearing Officer 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. Except as provided in subsection (c) above, 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 University of Illinois System – Level Designated Grievance Hearing Officer, is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the University of Illinois System – Level Designated Grievance Hearing Officer, is extended to thirty (30) calendar days after said review is completed and received.

Section 4. Arbitration

a) If the grievance has not been resolved at Step Three of the procedure, the Union may appeal the grievance to arbitration, provided the request for arbitration is submitted within twenty-one (21) workdays after the decision at Step Three was 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 expense: 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 appeal of a grievance by the Union may be instituted by filing with the University of Illinois System – Level Designated Grievance Hearing Officer a request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one (1) member of the Arbitration Board. Within 30 calendar days of filing a request for arbitration, the Union must contact the Employer to begin establishing a reasonable timeline to conduct the arbitration. The parties may mutually agree to extend this time. If no contact for proposed dates has been initiated within the allotted time, any legal request for appeal (including, the request for arbitration) is waived and the decision of the University of Illinois System – Level Designated Grievance Hearing Officer shall be considered binding upon the Union, grievant and the Employer.

c) The University of Illinois System – Level Designated Grievance Hearing Officer shall designate a second member of the Arbitration Board who shall be acceptable to the appropriate

Chancellor. Within ten (10) workdays after designation, these two (2) members of the Arbitration Board shall endeavor to agree on a third member, who shall act as chairperson of said Board in the event they cannot agree upon a chairperson, the two designated members of the Board shall, within ten (10) workdays following disagreement on the selection of a third member, jointly request a list of seven (7) arbitrators from the Director of Arbitration Services of the Federal Mediation and Conciliation Service.

d) Within fifteen (15) calendar days of receipt of such list, the two (2) designated members of the Arbitration Board shall select a chairperson for the Board by alternately striking names from the list provided that one (1) such panel may be rejected by either party prior to striking in which event a request will be made for a second panel. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the chairperson.

e) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the Arbitration Board shall be final and binding upon the Employer, the employee and the Union; and the Arbitrator shall have no authority to amend or modify any terms of this Agreement.

f) Dilatory tactics or actions shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a chairperson within thirty (30) workdays, but in no event later than forty-five (45) workdays after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service.

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

(This Article IX represents a deviation from Policy and Rules)

ARTICLE X SENIORITY

Section 1. Service end Seniority

Service and seniority is governed by rules and regulations of the State Universities Civil Service System and by the provisions of Policy and Rules.

Seniority shall be considered in granting vacation requests of one (1) week or longer and in accordance with the operational needs of the unit.

Section 2. Rosters

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 request 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 State Universities 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.

ARTICLE XI STUDENT APPOINTMENTS

A student employee shall not displace a certified Civil Service employee.

ARTICLE XII EXTRA HELP APPOINTMENTS

Section 1. Conditions of Use

An Extra Help appointment may be made by the Employer to any position for work which the Employer attests to be casual or emergent in nature, and which meets the following conditions:

- a) the amount of time for which the services are needed is not usually predictable;
- b) payment for work performed is usually made on an hourly basis; and
- c) the work cannot readily be assigned either on a straight-time or on an overtime basis to a status employee.

Section 2. Qualifications

Qualification determination shall consist of a review of the employee's application and a verbal interview. Qualifications will be determined to be: Acceptable or Not Acceptable. Where skills are required for clerical/secretarial positions, an examination to demonstrate acceptable skills will be administered. The applicant will be required to pass the examination at a standard established by the Employer. A listing of those applicants who have been determined to be Acceptable shall be maintained by the Employer.

Section 3. Filling of Extra Help Positions

The Employer shall fill an Extra Help position by referring persons to the employing unit from the Extra Help list of Acceptable candidates.

Section 4. Acceptance or Refusal of Extra Help Appointments

Acceptance or refusal to accept an Extra Help appointment by a candidate shall in no way affect the candidate's position on any Extra Help list, or on any other register maintained by the Employer.

Section 5. Establishment of Classifications

Classifications will be established in broad categories, such as administrative, professional, technical, clerical, trades or service.

Section 6. Maximum Utilization

An Extra Help position may be utilized for a maximum of nine hundred (900) hours of actual work in any consecutive twelve (12) calendar months. The Employer shall review the status of the position at least every three (3) calendar months. If at any time it is found that the position has become an appointment which is other than Extra Help, the Employer shall terminate the Extra Help appointment. If an Extra Help position has accrued nine hundred (900) consecutive hours, the position shall not be reestablished until six (6) months' time has elapsed from the date of the termination of the position.

Section 7. Resumption of Employment by Extra Help Employee

Upon working nine hundred (900) hours, an Extra Help employee cannot resume employment in any Extra Help appointment at a place of employment until thirty (30) calendar days have elapsed.

Section 8. Employer Quarterly Compliance Review

The Employer shall quarterly review its use of Extra Help appointments to ensure compliance with these rules.

Section 9. Compensation

Compensation of Extra Help employees shall be within the limits established for comparable service in status employment.

ARTICLE XIII UNION LEAVE

Section 1. Employees Assuming Union Office or Staff Position

An employee covered by this Agreement who is elected or appointed to a Union office or staff position may request and be granted leave without pay in accordance with Policy and Rules, Policy Number 11 ("Approved and Unapproved Absences").

Section 2. Employees on Union Business

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, employees will provide a minimum of seven (7) calendar days advance notice.

The affected employee(s) will be allowed to use any accumulated vacation or compensatory time in lieu of taking time off without pay.

ARTICLE XIV PERSONNEL FILES

Section 1. Official Personnel File

The Employer's 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.

Section 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. If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions of this Act. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if they wish.

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 above.

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the 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.

Section 4. Information Necessary to Employment

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

ARTICLE XV CIVIL SERVICE JOB TESTING EXAMINATIONS

Section 250.50 of the State University Civil Service System Statute and Rules provides that open and continuous examinations shall govern both original entry and promotional testing.

An examination process may be temporarily closed due to an insufficient number of candidates on the register. Applicants shall be sent a written notice of the results and date of their examination, and may request through Civil Service to review scores of the examination. For the complete rules governing civil service examinations, the agency's website can be accessed at: <http://www.sucss.illinois.gov/default.aspx?osm=c1>.

ARTICLE XVI DUES DEDUCTION

Section 1. Dues Deduction

The Union will provide to the Employer verification that dues deductions have been authorized by the employee.

Upon receipt from the Union of written authorization from an employee, the Employer shall deduct the amount of Union dues, and initiation fee, if any, 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 parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Indemnification

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 this Article; 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.

Section 3. 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 XVII NO STRIKE OR LOCKOUT

Section 1. No Strike

During the term of this Agreement there shall be no strikes (including sympathy strikes), work stoppages or slow-downs, or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by bargaining unit members.

Section 2. Employer/Employee Rights

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

Section 3. No Lockout

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

ARTICLE XVIII SEPARABILITY CLAUSE

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

ARTICLE XIX PERIOD COVERED, STATUS DURING NEGOTIATIONS, STEP INCREASES, SUCCESSOR NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., on October 4, 2019, and remain in full force and effect through the completion of the last shift beginning prior to 11:59 p.m. on October 3, 2023. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least

ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

Section 2. Status During Negotiations

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of the Agreement, terminate the same by giving at least ten (10) days' written notice of its intention to so terminate.

Section 3. Step Increases - Successor Negotiations

Step increases will continue during the successor contract negotiations period for thirteen (13) pay periods after the expiration date of this Agreement unless the parties negotiate and agree otherwise.

Section 4. Commencement of Negotiations

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

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this
19th day of November, 2020.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73, CTW, CLC**



President

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

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APPROVED AS TO LEGAL FORM:



University Counsel

11/16/2020

(Date)