

**AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF**

**CHICAGO STATE UNIVERSITY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION C.T.W CLC**

**LOCAL 73**

**300 S Ashland Avenue**

**Suite 400**

**Chicago, IL 60607**

**JULY 1, 2017 TO JUNE 30, 2021**

**TABLE OF CONTENT**

**ARTICLE I RECOGNITION..... 1**

**ARTICLE II MANAGEMENT RIGHTS..... 3**

**ARTICLE III JURISDICTION..... 4**

**ARTICLE IV STRIKES — LOCKOUTS..... 4**

**ARTICLE V GRIEVANCE..... 5**

**ARTICLE VI ARBITRATION ..... 8**

**ARTICLE VII BENEFITS..... 9**

**ARTICLE VIII SENIORITY ..... 10**

**ARTICLE IX HEALTH AND SAFETY ..... 12**

**ARTICLE X LABOR MANAGEMENT CONFERENCES..... 12**

**ARTICLE XI MISCELLANEOUS..... 13**

**ARTICLE XII DISCIPLINARY ACTION ..... 15**

**ARTICLE XIII SUBSTANCE ABUSE AND MENTAL HEALTH ..... 16**

**ARTICLE XIV LAYOFF..... 22**

**ARTICLE XV WAGES..... 23**

**ARTICLE XVI HOURS OF WORK ..... 23**

**ARTICLE XVII OVERTIME ..... 25**

**ARTICLE XVIII DUES DEDUCTION AND FAIR SHARE..... 27**

**ARTICLE XIX CONTRACTING UNIT WORK..... 29**

**ARTICLE XX TERMINATION ..... 30**

**ARTICLE XXI ACCEPTANCE BY PARTIES ..... 31**

This Collective Bargaining Agreement is made and entered into by and between the Board of Trustees on behalf of Chicago State University, (hereinafter called the Employer), and Local #73, General Services Employees Union (SEIU), Local No. 73, C.T.W CLC, (hereinafter called the Union) mutually desire to assure adequate time to accomplish negotiations of the new collective bargaining agreement, the parties agree to all terms and conditions as well as negotiated to July 1, 2007, including any improvements in benefits, wages, etc.

The parties to this Agreement are dedicated to promote a harmonious atmosphere between the Employer, its employees, and the Union that will result in continuous and effective support to the academic effort and personal relationships in the application of the provisions of this Agreement. In the interest of maintaining a harmonious and cooperative relationship, the parties agree to treat one another with dignity and respect in all matters of discipline and personal relations.

## **ARTICLE I** **RECOGNITION**

**Section 1.** In accordance with Public Act 83-1014 the Employer recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours and working conditions except, by those expressly provided in or controlled by the State Universities Civil Service System, the Illinois Compiled Statutes, and the Board of Trustees Regulations governing Civil Service Employees, as they exist on the effective date of this agreement, for persons appointed to status positions in the classification of: Building Service Worker and Building Service Sub-Foreman. Employees must abide by the “function of the job” percentages as described in the current job description.

**Section 2.** The Employer agrees that if a new classification is established covering the same work or any part thereof, or any work of a similar nature, presently performed by any classification in the Agreement, such new classification shall become a part of the Agreement.

**Section 3.** If absence from work is involved by any employee who is an officer, steward, or member he/she shall request permission from his/her supervisor to attend negotiations of meeting necessary in disposing of grievances. The supervisor will grant approval to the requesting employee(s) only after having been given reasonable notice and in accordance with the following limitations:

- (a) Grievances: Stewards, grievant(s) and witnesses having direct knowledge of any incident directly related to the grievance shall be permitted to offer testimony when requested.
- (b) Negotiations: The Employer agrees to pay not more than three (3) employees designated by the Union as members of the Union negotiating team, their basic straight time hourly rate for time spent in attendance at negotiating meetings, but in no event shall such pay exceed eight (8) hours per employee for each negotiating meeting held. Employees other than the maximum of three as designated by the Union may attend any negotiating meeting on their own time and without pay.

**Section 4.** The Employer and the Union agree that there shall be no discrimination against or coercion by any Employer of Union representative against employees regarding union membership; that union membership is entirely a matter of the employee's free choice and determination. Further the Employer agrees that there will be no discrimination against

stewards or officers of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members.

**Section 5.** The Union and the Employer agree that they will not practice discrimination against any employee because of sex, race, creed, color, age, national origin, non-job related bonafide disability, consistent with applicable state and federal laws.

**Section 6.** Official representatives of the Union may enter the campus and buildings in which employees are assigned for the purpose of observing working conditions or to confer with employees covered under this Agreement, provided the Union Representative advised both the Supervisor and Director of Human Resources in advance of the day, time, duration and place(s) the Representative intends to visit and further that such visitations are not disruptive, as defined by the Employer, to working schedules and job assignments.

## **ARTICLE II** **MANAGEMENT RIGHTS**

The Union recognizes and the parties agree that the Board retains and reserves to itself solely and exclusively, all its inherent rights, functions, authorities, duties and responsibilities, whether exercised or not, with the unqualified and unrestricted right to determine the manner and degree in which all the operations of the Employer will be conducted except where those rights may be clearly, expressly, and specifically limited in this Agreement. All parties understand and agree that these management rights specifically include but are not limited to Employer's sole discretion to assign work to employees including the times and locations where that work is to be performed, provided that Employer's decisions are not arbitrary and capricious.

**ARTICLE III**  
**JURISDICTION**

In case of jurisdictional disputes arising between representatives of this Union and those of other unions, the Employer shall be notified of the dispute immediately. It is understood that such differences shall be settled between the unions concerned and that the Employer will not make any change in any already established work assignment practice until there has been an agreement on the part of all unions concerning that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will be cooperative and meet with all the unions concerned in expediting in every way possible the matter of final decision. If work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned pending agreement. If, however, it is of such a nature that stoppage would not cause serious inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

In the event the Employer notifies the unions that a question of jurisdiction has developed and the Union does not make an effort within thirty (30) days to defend its jurisdiction it shall be considered by the Employer a waiver of jurisdictional rights.

**ARTICLE IV**  
**STRIKES — LOCKOUTS**

**Section 1.** The Union shall not instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, work stoppage, slowdown, and interruption of work, picket lines, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations.

**Section 2.** Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, interruption of work, picket line, secondary boycott or other interference of any kind with operations whether or not brought by the Union, any of its members, or any other person or persons with or without the authority or support of the Union during the life of this Agreement.

**Section 3.** Furthermore, in the event that an employee represented by the Union violates this article, the Union shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation. The Union shall post notices which express the disapproval of the Union as to the violation, and which shall further direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation. The Union will use its best efforts to post such notices in conspicuous places so that employees are most likely to see them.

**Section 4.** There shall be no lockout by the Employer during the life of this Agreement. The exercise of management's rights shall not, when those rights are exercised in accordance with Article II, constitute a lockout. The Employer will not use employees covered by this Agreement to perform work of employees represented by another union as substitutes in the event of a labor dispute.

## **ARTICLE V** **GRIEVANCE**

**Section 1. Grievance Defined.** For purposes of this Agreement, a grievance is defined as a dispute that has arisen over an act which violates any provision of this Agreement. If a status employee appeals a discharge, demotion or position audit through the appeal procedures provided in the State Universities Merit Board Rules, the employee and the

Union hereby waive any right to file or proceed further with a grievance under this process. The Employer will not be obligated to accept or process further any grievance which has become subject to an appeal to the Merit Board.

A grievance shall be submitted in writing, signed by the grievant(s), setting forth the facts and the specific provision of the Agreement which it refers to, and the remedy sought.

An employee may consult directly with his immediate supervisor on a complaint which does not necessarily constitute a grievance. The supervisor will consider and try to adjust said complaint. In the event a satisfactory adjustment is not made, the employee must first submit his/her complaint to the representative organization (Union) for review and disposition. If not resolved, the employee may file a formal grievance under the grievance procedure. The formal written grievance shall indicate the disposition made by the representative organization.

**Section 2. Grievance Procedure.** Grievance shall be processes in accordance with the following procedure.

**Step 1.** Whenever an employee(s) has a grievance, he shall have five (5) business days from the date upon which the incident occurs, or the acquisition of direct knowledge of the incident giving rise to the grievance, or as provided in Section 1, to file the grievance with the Director of the Physical Plant. An employee may have the right to have a union representative present in any investigation of the grievance when the employee is called to a meeting or conference concerning the grievance. The grievance shall be presented in writing in three (3) copies. The authorized representative will return one (1) copy of the grievance to the aggrieved employee acknowledging the time and

date received. The Director of the Physical Plant shall have five (5) business days in which to respond, in writing, to the employee and the unions regarding the grievance.

**Step 2.** If a grievance is not resolved at Step 1, the written grievance shall be presented to the Director of Human Resources within five (5) business days after the date upon which the Director of the Physical plant's reply is due. The Director of Human Resources shall respond in writing to the employee and the Union within ten (10) business days regarding the grievance.

**Step 3.** If the grievance is not resolved at Step 2, the employee, the Employer, and/or the Union may request a conference with the Employer labor representative. Such request shall be presented in writing within five (5) business days from receipt of the Director of Human Resource's decision under Step 2. If a conference is requested, it shall be scheduled within ten (10) business days of the request for the conference. The Employer shall render a decision within ten (10) business days after the date of the conference.

**Section 3.** If the grievance is not resolved at Step 3 and in accordance with the limitations of Article XII, the Union may appeal the grievance to arbitration within fifteen (15) days of management's decision rendered in Step 3 by notifying the Director of Human Resource in writing and under the provisions of Article VI. Failure to request arbitration within fifteen (15) days shall be deemed a complete waiver of right to request arbitration and the requesting party shall be barred from further processing the grievance.

**Section 4.** Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically advances the grievance to the next step of the

grievance procedure. The time limit at any step may be extended by mutual agreement of the parties to the agreement.

**Section 5.** One (1) Steward or one (1) alternate shall be permitted reasonable time to investigate, present, and process each grievance on Employer property during regular working hours. They must notify their supervisor of their location and approximate time they need for their investigation, but shall not be permitted to interrupt the Employer's operations by calling group meetings in connection therewith.

## **ARTICLE VI** **ARBITRATION**

**Section 1.** The Employer and the Union agree that the arbitrator shall be selected in the following manner. The Union shall request from the American Arbitration Association, a list consisting of seven (7) names of proposed arbitrators. Upon receipt of such list, the Union shall request a meeting with the Employer at which time the selection process shall be undertaken. The selection process requires that each party beginning with the Employer, alternately strike one (1) name off the list until only one name remain. The last remaining name shall then be jointly submitted to the American Arbitration Association for assignment to the case. Any arbitration conducted under this Article shall be in accordance with the voluntary rules of the American Arbitration Association. In the event of any conflict between said rules and this Article, the provisions of this Article shall prevail.

**Section 2.** The arbitrator shall have no authority to change this Agreement. This means he/she shall not have the right to amend, take away, modify, add to or disregard any of the provisions of this Agreement.

**Section 3.** The award made by the arbitrator shall be accepted by the Union and the Employer as a final settlement of the differences. Each party shall bear its respective expenses

including one-half of the cost of the reporter, and the expenses and fees incident to the services of the arbitrator shall be borne equally by the Union and the Employer.

**Section 4.** If the arbitrator finds that a suspension imposed by the Employer is in violation of this Agreement or has been applied in a discriminatory manner, he/she may set aside or modify the particular penalty. In cases of grievances involving loss of time or money, the parties may agree to or the arbitrator may order reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to the date the grievance was submitted in writing through the grievance procedure.

## **ARTICLE VII** **BENEFITS**

**Section 1.** All benefits provided for or available to employee shall be pursuant to and limited to those expressly adopted by the Board of Trustees in the Regulations governing Civil Service Employees unless otherwise expressly stated in this Agreement. Benefits as prescribed by the Regulations at the time of this Agreement shall not be diminished during the term of this Agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

**Section 2.** Definitions of eligibility for the heretofore named benefits shall be as described in the statements of Regulations governing Civil Service Employees adopted by the Board of Trustees for the Employer.

**Section 3.** The Employer shall continue its practice for the term of this Agreement regarding time off for bargaining unit employees if a Christmas closing period is declared by the Employer. Bargaining unit employees will be permitted to absent themselves from one (1)

work day during the period between Christmas Day and New Year's Day without utilizing any accumulated benefit time. The Employer shall declare the day to be used.

**Section 4. Personal Days.** An employee may use two (2) accrued leave days per calendar year as a personal day, which shall not require prior approval. However, the employee must notify his/her supervisor of his/her intended absence.

**Section 5. Unused Sick Days.** Unused sick leave will be paid as part of earnings from the Employer during the period of up to two years of employment immediately preceding retirement, upon the employee's request, but subject to the 20% increase limitation set by SURS. The employee must submit an irrevocable election to retire prior to receiving this benefit. (Note: sick leave buyout applies to days eligible for compensation only, accrued between 12/31/84 and 12/31/98, and subject to all applicable taxes.)

**Section 6.** Sick Leave is not to be used by employees as vacation or to take time off with pay. Employees found to be abusing this policy may be subject to disciplinary action.

**Section 7. Bereavement Leave.** An employee shall be granted up to three regularly scheduled workdays off, surrounding the date of death and/or the funeral of an immediate family member, not to exceed three days beyond the funeral. Immediate family is defined as spouse, son, daughter, mother (step or in-law), father (step or in-law), sister, brother, grandmother, grandfather, grandchild or domestic partner. Documentation must be shown to identify date of funeral and relationship.

## **ARTICLE VIII** **SENIORITY**

**Section 1.** Seniority shall be determined and applied in accordance with the statute and rules of the State Universities Civil Service System of Illinois.

**Section 2. Seniority Lists.** The Employer agrees to compile and to furnish to the Union a list for each classification showing the seniority of each employee each January and July during the effectiveness of this Agreement. In addition, the Union may request an updated seniority list for a special condition or situation at other than the aforementioned times for just and reasonable cause.

**Section 3.** The Employer agrees to provide to the Union immediately following each payroll period, a list of all new employees in classifications represented by the Union. This list will contain the name, home address, and classification of each new employee only. A Union representative will be permitted to meet for thirty (30) minutes with all new hires covered by this Agreement, provided that such meeting is scheduled in advance by Employer and occurs in a location designated by Employer.

**Section 4.** Any employee who desires to take vacation at any time during the 12 month period commencing June 1<sup>st</sup> must submit his/her vacation request during the period May 1<sup>st</sup> to May 15<sup>th</sup>. All such requests will be reviewed by the Supervisor and approval or disapproval shall be made by May 30<sup>th</sup>. The Supervisor retains the right to reschedule any previously approved vacation request should emergency of operational needs require the service of the employee. Preference for vacation dates will be granted on the basis of seniority within classification, provided the request is timely submitted. Vacation requests outside the selection period shall be granted on a first-come, first-serve basis.

**Section 5.** Selection of fixed shifts and job vacancy will be on a seniority basis with preferred shifts given to the employee that is most senior at the time of position becoming vacant, with exception of employees who have demonstrated documented poor/unsatisfactory work performance and/or disciplinary actions within the preceding 12 months.

**ARTICLE IX**  
**HEALTH AND SAFETY**

**Section 1.** The Employer recognizes its responsibility to make reasonable provisions for the health and safety of employees and to maintain a sound operating practice which will result in safe working conditions and efficiency of operations. To accomplish this, the Employer will conduct discussions of safety as necessary with employees. The Union recognizes the responsibility of the individual employee in this regard and expects that each employee shall obey safety rules and follow safe work practices to ensure his safety as well as that of his fellow workers. Employees shall report immediately any unsafe working conditions, unsafe equipment or work practices to his immediate supervisor. Disregard of safety rules and safe work practices shall constitute grounds for disciplinary action, provided the necessary safety equipment, when required, is readily available. When an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated. If the matter is not resolved, the Union's business representative may take it up directly with the Director of Human Resources.

**Section 2.** The Employer shall provide protective devices, clothing and other equipment as necessary for proper employee protection throughout the campus.

**ARTICLE X**  
**LABOR MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management and such meetings will be referred to as "Labor Management Conferences".

Such meetings may be requested by either party by placing in writing a request for a “Labor Management Conference” and expressly providing the agenda for said meeting. Meetings shall be scheduled quarterly involving two (2) union stewards, and two (2) management representatives.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure provided for by Article V and grievances shall not be considered at “Labor Management Conferences” nor shall negotiations be conducted for the purposes of altering, disregarding, adding, or deleting any of the terms or provisions of this Agreement.

## **ARTICLE XI** **MISCELLANEOUS**

**Section 1. Bulletin Boards.** The employer will provide space for suitable bulletin boards in locations to be agreed upon by the parties hereto for the purpose of posting notices of union meetings and events. No notice shall be posted in the Employer by the Union without the prior approval of the Director of Human Resources. No notice of a controversial, political or defamatory nature shall be posted.

**Section 2. Inspection of Locker.** Based upon reasonable suspicion of a violation of this Agreement, rules, regulations or policies, or law, an employee’s locker will be inspected only in the presence of a Union representative or the employee, provided one is available within a reasonable time.

**Section 3. Uniforms.** Uniforms when required shall be provided by the Employer. The Employer will determine the style and color of the uniform provided and this will not be subject to grievance or negotiations.

It shall be the duty of the Employer to furnish, launder, and maintain uniforms. An employee may be provided replacement uniforms upon demonstrating that an existing uniform

is no longer serviceable; a uniform damaged through negligence by the employee or through unauthorized use shall be replaced by the employee in identical style and color.

An employee's grievance regarding the replacement of uniforms shall abide by the established grievance procedure.

**Section 4. Union Meetings.** Employees covered under this Agreement may be excused and permitted to attend monthly Union meetings held within the Employer's facilities, at the agreed upon time. Attending employees shall not be excused from work for more than one (1) hour of paid time, not including an unpaid lunch period.

**Section 5. Working Schedule of Employees Enrolling Under the Educational Benefits Policy.**

The Employer will make every effort to arrange the working schedule of an employee who wished to enroll under this policy consistent with Board of Trustees Regulations and as operational needs of the Employer will permit. This matter shall not be subject to the grievance or arbitration procedures of this Agreement, but the Employer does consent to discuss the facts if a schedule change is not granted.

**Section 6.** All tools and equipment necessary for the performance of the duties of those employees covered under this Agreement shall be provided by the employer and the repair of said tools and equipment shall be provided by the Employer to keep such tools and equipment operational. Failure by the Employer to keep equipment operational shall bar the Employer from taking disciplinary action against an employee for nonperformance of duties which involve the use of aforesaid equipment. Employees shall be responsible for proper storage and sanitation of issued equipment.

**Section 7.** The Employer is committed to an employee evaluation program intended to review employee performance for the purpose of determining an employee's promotional potential, his/her ability to satisfactorily perform work assigned to him and correcting deficiencies in his performance.

During the Civil Service probationary period an employee will be evaluated. After the evaluation has been made, it will be discussed with the employee by his/her supervisor.

**Section 8.** When qualifications are equal as determined by the Employer, seniority shall prevail through a bidding process, in the selection of fixed shifts and job vacancies. However, the Employer retains the exclusive right to make specific job assignments. Selection of fixed shifts shall be made at least annually.

**Section 9. Job Posting.** The Employer shall post all internal vacant building service workers, sub-foreman and foreman positions when management becomes aware of such vacancy in prominent locations at employee's reporting areas for ten (10) business days. A copy of such posting(s) shall be given to the Union steward upon request.

**Section 10. Temporary Upgrade.** The employee is entitled during the period of upgrading to receive such higher rate or salary within such higher range provided that no employee shall suffer any reduction in salary because of such an assignment.

**Section 11. Accountability.** Employees must sign-out all supplies when taken, and must sign-out and sign-sign-in all equipment when used.

## **ARTICLE XII** **DISCIPLINARY ACTION**

**Section 1.** The Employer and the union agree that to maintain effective and efficient operation of the Employer, all employees must perform their assigned task fully and efficiently, comply with rules which are prescribed from time to time by the Employer, and

abide by generally accepted standards of conduct. Failure to meet these requirements may subject an employee to disciplinary action.

**Section 2.** Disciplinary action may be given for just cause and in the form of an oral reprimand, a written reprimand, suspension from work without pay, or discharge. Disciplinary action shall be taken by the Employer as soon as possible after the Employer is made aware of the action(s) giving rise to disciplinary action. Copies of written reprimands will be given to the grievant, and a copy forwarded to the union director of higher education.

**Section 3.** Disciplinary action by the Employer will be subject to the grievance procedure in the case of written reprimands or suspension from work without pay. In case of discharge under the State Universities Civil Service Statue and Rules, the employee will be required to abide by the provisions for hearing incorporated in the State Universities Civil Service Statue and Rules.

**Section 4. Suspension-Discharge.** Upon determination that an employee is suspended pending discharge, the employee may elect either the provisions for discharge and hearing incorporated in the State Universities Civil Service Statue and Rules or the procedure for Arbitration outlined in the collective bargaining agreement. If the employee elects to seek remedy through Civil Service (Merit Board) the employee will waive his/her right to arbitration. Similarly, if the employee elects to seek a remedy through grievance arbitration, the employee will waive his/her right to a Civil Service hearing. The cost of arbitration will be divided in half by the Union and the Employer.

### **ARTICLE XIII** **SUBSTANCE ABUSE AND MENTAL HEALTH**

**Section 1. Statement of Policy (Drug and Alcohol Testing).** It is the policy of the Employer that the use of illegal drugs and the abuse of legal drugs and alcohol by members of

Local 73 present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

**Section 2. Prohibitions.** Employees shall be prohibited from: consuming, possessing, or being under the influence of alcohol while on duty, or working with drugs in their system;

1. possessing, using or having used controlled substance (including cannabis), except with the approval and guidance of a licensed physician;
2. using an illegal drug, or any drug not yet scheduled as a controlled substance; and
3. failing to report to their immediate supervisor any known adverse side effects of over the counter medication or prescription drugs which they are taking.

**Section 3. Drug and Alcohol Testing Permitted.** Where the Employer has reasonable grounds to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two non-bargaining personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. The basis for reasonable suspicion shall be documented by the supervisor and a copy provided to the employee in writing prior to the test being ordered.

The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire.

**Section 4. Order to Submit to Testing.** At the time the employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences

drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a union representative at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to union representation. No unreasonable delay shall occur while awaiting union representation. Refusal to submit to such testing may subject the employee to discipline, up to and including discharge, but the employee's taking the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 5. Test to be Conducted.** In conducting the testing authorized by the Agreement, the Employer shall:

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the Substance Abuse and Mental Health (SAMH);
- b. use as the initial screening Eminase (IA) step a rapid semi-quantitative chemical test which uses a specific antibody to react with the drug of metabolite of interest. The confirmation assay used in the drug analysis procedure shall be Gas Chromatography/Mass Spectrometry (GC/MS), or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- c. establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if required by the employee. This will not apply to alcohol testing as this will be done on a Breathalyzer;
- e. collect samples in such a manner as to preserve the employee's right to privacy and to insure a high degree of scrutiny for the sample and its freedom from adulteration; confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same

sample by gas chromatography accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- f. provide the employee tested with an opportunity to have additional sample tested by a clinical laboratory or hospital facility accredited by Substance Abuse and Mental Health (SAMH) of the employee's own choosing and at the employee's own expense within forty-eight(48) hours of the confirmed test results, provided the employee notifies the Employer in writing within twenty-four (24) hours of receiving the results of the test;
- g. require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (*i.e.*, billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- h. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 be considered positive and such tests to be performed on an Intoximeter RBT4 or whatever equivalent machine is deemed necessary at the time by the clinical laboratory or hospital facility;
- i. provides each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- j. ensures that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

**Section 6. Right to Contest.** The union representative and/or the employee, with or without the representative, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed by the

parties they in no way intend in any manner to restrict, diminish or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the union.

**Section 7. Voluntary Requests for Assistance.** The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the employee is unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

**Section 8. Confidentiality of Test Results.** The confirmation of positive and negative drug and alcohol tests may only be disclosed to the Director of Human Resources, and Legal Counsel for the Employer. In addition, the person tested and/or the designated representative of the Union shall be provided the results of confirmed drug and alcohol tests unless the person tested makes a written request to the Director of Human Resources that the Union representative not be given the results. Unless required by court order or lawful subpoena and as evidence presented by the employer in disciplinary proceedings involving the employee who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

**Section 9. Discipline.** An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the employer, as provided for in Section 7. The foregoing is conditioned upon:

- a. the employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;
- b. the employee discontinuing his/her use of illegal drugs and/or abuse of alcohol;
- c. the employee completing the course of treatment prescribed, including an “aftercare” plan;
- d. the employee agreeing to submit to random testing during the course of treatment, during the period of “after-care”, and until after-care is successfully completed;
- e. the employee agreeing to sign the appropriate releases to allow disclosure of employee’s participation in treatment and completion of any prescribed program. Such disclosure shall conform to the limitations expressed in Section 8.

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

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such an individual from performing the duties of whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, the employee’s option, pending treatment. The foregoing shall not limit the Employer’s right to discipline employees

for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with employee's ability to perform his normal duties may be temporarily reassigned.

**Section 10. Dismissal.** Employer may initiate action to dismiss an employee for:

- a. Refusal to cooperate with testing authorized by this Agreement or adulterating any sample;
- b. Failure to comply with any recommended treatment or rehabilitation program or refusing to obtain counseling or rehabilitation through the Employee Assistance Program after having been found to use or possess illegal drugs, controlled substance, or alcohol in violation of this Agreement, or;
- c. Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after the first finding of illegal drug use or improper alcohol use;

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

#### **ARTICLE XIV** **LAYOFF**

Whenever an employee is laid off, the Statute and Rules of the State Universities Civil Service System shall govern.

A copy of the written notice of layoff shall be given to the employee with a copy also being sent to the Union. It shall be the responsibility of the Director of Human Resources to transmit copies of the aforementioned notices to the Union.

**ARTICLE XV**  
**WAGES**

**Section 1.** Compensation for employees covered by this Agreement shall be as set forth in Schedule A.

**Section 2.** The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment.

**Section 3.** Whenever an employee is assigned to duties carrying a higher rate of compensation, he shall be paid the higher rate for such employment, whether temporary or permanent, when the period of temporary assignment lasts for one (1) hour or more and then for the entire period of such assignment.

**Section 4.** Employees accepting temporary assignment, when such assignment is concluded, shall be returned to the position from which they were transferred within their original classification.

**ARTICLE XVI**  
**HOURS OF WORK**

**Section 1.**

- a. The basic work schedule assigned for all employees covered by this Agreement shall be thirty-seven and one-half (37-1/2) hours per week consisting of five (5) consecutive working days of seven and one-half (7-1/2) consecutive hours (shift) each.

- b. The seven and one-half (7-1/2) hour shift may be interrupted by an unpaid lunch or rest period of one-half (1/2) hour as assigned by the supervisor.
- c. For each full shift, and employee will be entitled to take two (2) coffee/rest breaks of ten (10) minutes each to be taken at least three (3) hours apart.

**Section 2.** The parties recognize that the Employer, now being a residential campus may have differing needs for scheduling purposes. Therefore, the employer may schedule employees in a manner necessary to meet the changing needs of the campus, including but not limited to, split work weeks; a work week other than Monday through Friday and rotating work weeks.

**Section 3.** Employees who desire not to have their shift interrupted by the normal one-half (1/2) hour lunch or rest period may request instead and in lieu of, to conclude the shift one-half (1/2) hour sooner than regularly assigned. Such request shall be made directly to the supervisor during the first two hours of the shift. The supervisor may grant such individual requests when operational requirements permit and job assignments are completed.

Employees shall not be permitted to take a lunch or rest periods in addition to the early conclusion of a work shift as specified in Section 1(b) above.

**Section 4.** The Employer shall post a notice of any permanent shift change affecting all the employees covered under this Agreement. Such notice shall be posted at least twenty-one (21) days in advance and a copy of such notice shall be forwarded to the Union office. Employees will have the opportunity to exercise their seniority in selection of shifts in the event of a permanent change of shifts previously described. If an individual employee's permanent shift is to be changed, the employee shall receive ten (10) working days advance

notice. Emergency situations shall not be subject to either the twenty-one (21) or ten (10) day notice requirements.

Emergency situations or changes in individual employee shift assignments shall not be subject to the twenty-one (21) day notice requirements. During emergency situations, the supervisor may require an employee to work during a scheduled lunch/break period and require the lunch/break period to change to a different time or waived in writing by the employee.

**Section 5. Vacation Shut Down.** The Employer may schedule a summer vacation shut down period during the term of the contract. The Employer shall attempt to notify the effected employees by May 1 of the dates the shutdown will occur.

**Section 6. Union Leave.** The Employer agrees to grant, without discrimination, five (5) working days off without pay and no loss of seniority rights to one (1) employee, per calendar year, designated by the Union to attend a labor convention or serve in any capacity, on official union business, provided that ten (10) working days' notice is given to the Employer by the Union.

## **ARTICLE XVII** **OVERTIME**

**Section 1.** An employee will receive one and one-half (1-1/2) times his regular hourly rate for all hours worked in excess of seven and one-half (7-1/2) per work day and thirty-seven and one-half (37 1/2 ) hours per work week.

**Section 2.** If an employee works a scheduled day of rest in a work week, he will be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked including work days which overlap into a new work day or payroll period except if an employee works his

first and second scheduled day of rest in a work week, he will be paid two times his regular hourly rate for all hours worked on his second scheduled day of rest.

**Section 3.** Whenever an employee works continuously for more than twelve hours, he/she shall be paid as follows: straight time the employee's regular hourly rate for the first seven and one half (7½) hours; plus one and one half (1½) times the employee's regular hourly rate for all hours worked continuously between seven and one half (7½) and twelve (12); plus two (2) times the employee's regular hourly rate for all hours worked continuously in excess of twelve (12). In addition, employees working more than twelve (12) hours continuously shall be granted a thirty (30) minute paid lunch period. When feasible, Employer will consider changing an employee's hours so that there is no gap between the regular hours and overtime hours scheduled in advance.

**Section 4.** The Employer shall attempt to equitably distribute all overtime. When the Employer has reasonable advance notice of a need for overtime work the following procedure shall be followed.

- a. Employees who desire to work available overtime shall place their name on a special overtime request list when posted. When overtime work is required, the Employer shall go down the overtime list by classification and seniority until the number of employees needed is filled.
- b. If an insufficient number of employees are not available from the overtime request list, the Employer shall go down the regular seniority list until the number of employees needed is filled.
- c. Employees who reject (except in an emergency) overtime work when offered, shall be charged with overtime, so as to distribute overtime work as equally as possible on a seniority basis.
- d. The least senior employee(s) must accept overtime assignment(s) if more senior employees reject the assignment.

- e. The Employer shall post an updated overtime list showing name and hours by the fifth of each month reflecting the previous calendar month overtime work credits.
- f. The Employer shall provide the Union steward with a copy of the employee overtime request list, and upon request, a copy of the overtime record lists.

**Section 5.** Employees have the right to accept or reject any work in excess of seven and one-half (7-1/2) hours per work day except in an emergency, which is defined as (1) any act that endangers life, health or property; or (2) scheduled or unscheduled occurrences or events where an insufficient number of employees have volunteered to perform the overtime work, subject to Article XVII, Section 4. Under emergency conditions, employees shall be required to work overtime when and as assigned by the Employer. Overtime work shall be paid on the following pay period.

**Section 6.** An employee will receive one and one-half (1-1/2) his regular hourly rate, with a minimum guarantee of four (4) hours, when the employee is called back to work after completing his regular day's work or during scheduled days off.

### **ARTICLE XVIII** **DUES DEDUCTION AND FAIR SHARE**

**Section 1.** The Employer agrees to deduct from the pay of those employees who individually request in writing the following:

- a. Union membership dues or assessments
- b. COPE Checkoff

**Section 2.** Pursuant to Section (11) of Public Act 83-1014, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee

not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employees' pay check. Such fair share provision shall remain in effect for the duration of the labor Agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined by the normal and standardized balloting and election procedures established by the third party, that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the Agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

**Section 3.** In accordance with the provisions for deduction as described in Section 1 of the Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those

deductions or fees from the wages of each bargaining unit employee pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statute and/or procedures established by the Comptroller and/or the Employer, and shall cause the amounts so withheld to be remitted to General Services Employees Union, Local #73, by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, by the Union. The Union shall advise the Employer, in writing, of any changes in dues, other approved deduction, or the fair share fee, at least fifteen (15) days prior to its effective date.

Agreement in accordance with ILLINOIS COMPILED STATUTES, 40 ILCS 5/15, Pension.

**Section 4.** During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, 820 ILCS 305 and 820 ILCS 310, Workers' Compensation and Occupational Diseases Acts.

**Section 5.** During the term of this Agreement related optional benefits (*e.g.*, U.S. Savings Bonds, supplement health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Board of Trustee policies and guidelines.

## **ARTICLE XIX** **CONTRACTING UNIT WORK**

The Employer and the Union agree that during the term of this Agreement, the Employer will not enter into a contract for the purpose of performing or executing work now performed by and consistent with duties and responsibilities of the classification of Building Service Worker, except in an emergency. However, the parties agree that the Employer may contract for a limited, short term and defined period of time work commonly known as "deep cleaning". This

contracting shall not result in the displacement of any unit employee. The Union will be notified prior to the implementation of a contracted work period including the location and duration of the “deep cleaning”.

## **ARTICLE XX** **TERMINATION**

**Section 1.** This Agreement shall be effective July 1, 2017 and shall continue in effect through June 30, 2021. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

**Section 2.** Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, or executive order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication; but in all other respects the provisions and applications or provisions in this Agreement shall continue in full force and effect of the life thereof.

**Section 3. Status During Negotiations.** Once the notice called for in Section 1, above, has been given, this agreement shall remain in full force and effect until a new Agreement has been entered into, provided, however, that either party may after the natural expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

**ARTICLE XXI**  
**ACCEPTANCE BY PARTIES**

We hereby state the foregoing instrument consisting of pages numbered one (1) through thirty eight (38) inclusive and all attachments thereto is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

\_\_\_\_\_  
Chicago State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
SEIU Local No. 73

\_\_\_\_\_  
Date

**SCHEDULE A**  
**WAGE RATES**

Effective July 1, 2018:	One and one-half percent (1 ½%) increase across the board
Effective July1, 2019:	One and one-half percent (1 ½%) increase across the board
Effective July1, 2020:	One and one-half percent (1 ½%) increase across the board

**Side Letter**

**Vacation Accrual**

Employees shall earn vacation at the following rates:

For the first, second, and third years of consecutive service, 12 workdays per year or one (1) workday per month.

For the fourth, fifth, and sixth years of consecutive service, fifteen (15) workdays per year.

For the seventh, eight, and ninth years of consecutive service eighteen (18) workdays per year.

For the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> year of service, 21 days per year.

For the 15<sup>th</sup> and each following year of consecutive service, 25 workdays per year.