

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: August 27, 2019 through August 26, 2023 (inclusive).

Clerical Bargaining Unit

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AGREEMENT

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THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL NO. 73

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

Effective: August 27, 2019 through August 26, 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 Local No. 73, Service Employees International Union, CTW, CLC (hereinafter referred to as “Union”), on behalf of certain nonacademic employees of the Employer as 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, particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and Union are committed to the uninterrupted effective performance of the teaching, research and public service functions of the University.

ARTICLE II LIMITATIONS

Section 1. Limitations

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

as they may be amended from time-to-time; (3) rules and regulations of State Universities Retirement System as they may be amended from time-to-time; (4) 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 Employer recognizes the Union's right to bargain regarding any amendments to Policy and Rules which are mandatory subjects 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, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement, and this Agreement represents the entire agreement between the parties hereto. Any subsequent amendments to this Agreement must be in written form and signed by the authorized officials of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System and employed by the Employer at the University of Illinois at Chicago:

Classes as Specified in Appendix "A"

but excluding those excluded employees as set forth in 115 ILCS § 5/2 (b) of the *Illinois Educational Labor Relations Act*. 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. The Employer agrees not to negotiate such matters individually with bargaining unit employees. The Employer will make every effort to process said recommendations within a reasonable period of time.

Section 2. New Classes and Recognition

The 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 classes identified in Section 1 of this Article, said classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 3. Equal Opportunity

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation (including gender identity), veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from the 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 his or her required tasks or career opportunities at the University.

Section 4. Rights of Employer

The Union recognizes the rights 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 the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union informed as to such changes.

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

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 University to exercise any management right or to exercise it in a particular manner shall not be deemed a waiver of the right of the University 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.

Section 5. 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 6. 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 the 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 meetings, officers 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.

Section 7. Union Meetings on Premises

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 shall be the responsibility of the Union to provide the Labor Relations Office the names of all members of the negotiating committee.

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 Union's Negotiating Committee of negotiation meetings. Employees must receive prior departmental approval to attend, which will normally be given subject to operating requirements.

Section 9. Labor-Management Meetings

Any Labor-Management meeting concerning employees represented by this Agreement will be scheduled with the Employer's Labor Relations Office. A Labor Relations Officer, Union Representative and Chief Steward will be present at any scheduled meeting. 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 10. Departmental Rules

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

Section 11. Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that SEIU Local Union No. 73 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 12. Bargaining Unit Information

The Employer will supply the Union with the following 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 13. New Hire Orientation

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 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.

ARTICLE IV WAGES

Section 1. Wages

- a) Wages established in this Agreement shall become and remain effective as specified in

Appendix B, attached hereto and made a part hereof, except as otherwise provided herein and as set forth below.

b) In Year 1 of this Agreement, all employees covered by this Agreement shall receive the Campus Wage Program (2%) 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 August 27, 2019. Only those who are employed on the date the contract is fully executed will be eligible for retroactive pay.

c) In Year 2 of this Agreement, employees shall receive a one percent (1%) across the board wage increase or Campus Wage Program, whichever is greater, to be effective the first day of the pay period after the end of Year 1.

d) In Year 3 of this Agreement, employees shall receive a one and one half percent (1.5%) across the board wage increase or Campus Wage Program, whichever is greater, to be effective the first day of the pay period after the end of Year 2.

e) In Year 4 of this Agreement, employees shall receive a one and one half percent (1.5%) across the board wage increase or Campus Wage Program, whichever is greater, to be effective the first day of the pay period after the end of Year 3.

f) 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 raised to a minimum of \$15/hour.

g) Regular step increases will continue, in addition to the above changes.

Section 3. Rounding

The Employer and the Union agree that any wage increases agreed which result in decimal points being used, such calculation shall be on the following basis: .5 and higher shall be rounded to 1.0. 1.4 or below shall be rounded down to 1.0.

Section 4. Wages (Basic Straight Time Hourly Rate)

a) Basic straight time hourly rates are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a workweek, but for not more than seven and one-half (7½) hours work (eight [8] hours work for Police Telecommunicators) during any one of the aforesaid five (5) days.

b) Basic straight time hourly rates are and shall be as set forth in Appendix "B", attached hereto and made a part hereof.

Section 5. Wages (Overtime)

a) Employees covered by this Agreement, except for Police Telecommunicators, shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by federal law)

for time worked in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week. Police Telecommunicators shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by federal law) for time worked in excess of eight (8) hours per day or forty (40) hours per week. However, the foregoing daily overtime rule does not apply to employees working a flexible schedule as provided in Article VII, Section 1(d), of this Agreement or in the event the parties mutually agree to implement a work schedule for a particular work unit calling for work days in excess of the seven and one-half (7½) or eight (8) (whichever is applicable) hour schedule. Such employees shall not be entitled to daily overtime when their regular shift exceeds seven and one-half (7½) or eight (8) hours (whichever is applicable) as part of that flexible or alternative schedule. Overtime wages shall be paid by check; or when mutually agreed to in writing by the department head and 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 the compensatory time off is utilized pursuant to Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction. The Employer requires that an eligible employee receive overtime compensation in the event that a supervisor permits overtime to occur although not expressly approving or authorizing it. In order to avoid liability as stated, a supervisor must expressly and effectively prohibit overtime work, including so-called "voluntary" overtime.

b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of it becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.

c) The opportunity to do overtime shall be offered and distributed on a rotational schedule developed by the Department, among qualified employees, based on seniority. 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 assignments shall be made starting with the least senior, available, qualified employee in the class. If a qualified employee establishes that they has not received their distribution of overtime, such employee shall have first preference to future overtime work (provided they are readily available) and then be placed at the end of the rotation.

d) When overtime assignments are made by the Employer's Police Department for Police Telecommunicators, such assignments shall be made starting with the Telecommunicator with least amount of overtime hours worked and who is available. This will be administered on a calendar year basis.

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

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 work week shall be paid at the rate of one and one-half (1½) times their regular hourly rate specified herein. (Deviation from Policy and Rules)

Section 7. 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, they shall receive a minimum of four (4) hours pay or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 8. Wage Scale Provisions

a) Except as stated in this paragraph, only the hourly rates specified in the steps of a wage scale may be paid.

b) The in-hiring rate for a new employee shall be Step A of the wage scale for their classification, except the Employer may propose wages above the minimum specified in a wage scale but always coinciding exactly with a wage listed in a wage step if a new employee possesses exceptional qualifications, which the Employer alone defines, that are supported by training, experience, salary history or other related criteria. Upon request from the Union, the University will notify the Union of the classification, work location, exceptional qualifications and starting rate of pay of any employee hired into or above Step E.

c) Except as is specifically provided elsewhere in this Article, each employee who has not attained the top periodic step for their salary grade shall advance in pay to the next higher step in the salary grade on their anniversary date in class. Anniversary date increases cannot be made to steps above the top periodic step. The effective date for an anniversary date increase shall be the first day of the pay period during which the anniversary date occurs.

d) 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 the 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 9. Equal Pay

Equal pay is required pursuant to University policy and several Federal and State statutes,

e.g., the Fair Labor Standards Act, the Civil Rights Act and the State of Illinois Fair Employment Practices Act, the requirements of which vary. Differences in pay shall not be based upon race, color, religion, sex, national origin or age. Employees within a campus or other specified unit who are doing substantially equal work, which requires substantially equal skill, effort and responsibility, and are performed under similar working conditions shall receive equal pay, except when a wage 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 10(c).

Section 10. New Hires and Mid-Term Salary Adjustments

a) 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 Clerical 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.

b) New Hire Adjustments

New hires will be offered a starting wage based on the individual's documented training, experience and credentials related to the job for which they are hired. The Employer will consider current wage rates for substantially similar 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 relevant information that is not prohibited from disclosure and discuss with the Union.

c) 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 on the applicable step scale, 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 unjustified 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.

Section 11. 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, at the time immediately prior to such assignment, will be maintained.

- b) Temporary Upgrading. If a status employee is assigned on a temporary employment basis to a temporary or permanent position of higher rate or range, they shall receive an increase of four percent (4%) to their basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.
- c) Such temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive work days duration.
- d) The Employer may only make such assignments by assigning a status employee who meets the minimum qualifications of the class to which the assignment is being made. The Employer makes such temporary upgrading assignment by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignment occurs in classes that utilize work shifts, the register requirements apply only to those status employees on the appropriate shift. 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 12. Reporting Pay

Employees who report to work for their regular scheduled shift with no work being offered or available, and have not been notified not to report for work by an authorized representative of the Employer, will be assigned other related work by the Employer, if the Employer determines other related work is available. If the Employer determines there is no other related work available, the employee will receive two (2) hours pay at their basic straight time hourly rate. The aforementioned does not apply in cases of catastrophic situations.

Section 13. Bilingual (UI-Hospital and Clinics), (DSCC)

Employees at UI-Hospital and Clinics whose position requires the use of a second language as determined by the Department, who obtain bilingual certification, will be compensated with a one-time bonus of \$750. The Employer will determine a certification process by June 30, 2021. Employees must have passed their probationary period to be eligible. Employees within the DSCC who are assigned a caseload that requires the use of a second language, who obtain bilingual certification, will be compensated with a one-time bonus of \$750. The Employer will determine a certification process by June 30, 2021. Employees must have passed their probationary period to be eligible.

Section 14. Shift Differentials (UI-Hospital and Clinics)

- a) Evening Shift - An evening shift differential of fifty cents (50¢) per hour will be paid to

Employees who report administratively to UI-Hospital and who work a shift in which more than one-half (1/2) of their hours of work in a work day 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 report administratively to UI-Hospital and who work a shift in which more than one-half (1/2) of their hours of work in a work day fall between 11:00 p.m. and 7:30 a.m.

c) Weekend Shift – For employees who are not regularly scheduled to work the weekend, in addition to their basic straight time hourly rate, will be compensated for all weekend hours worked at the rate of fifty cents (50¢) per hour. Pay for weekend differential shall be paid at the rate of time and one-half (1½) to employees in overtime status. (Deviation from Policy and Rules)

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

Section 15. 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 and FEMA, the University and Union agree to meet and discuss wage differentials if a disaster is declared.

Section 16. Exempt Employees

Employees who are classified as “exempt” under the Fair Labor Standards Act are not subject to the following provisions of the Agreement:

Article IV, Section 5 (Overtime)

Article IV, Section 6 (Premium for Scheduled Days Off) Article IV, Section 7 (Call Back)

Article IV, Section 12 (Reporting Pay)

Article IV, Section 14 (Shift Differentials)

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 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 of Policy and Rules will be made available

to an employee covered by this Agreement at the Chicago Campus Human Resources Office, 715 South Wood Street. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules at the Chicago Campus 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 application 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 workdays, or who is suspected of abusing sick leave utilization to submit a doctor's statement as proof of illness. When the demand is based on suspected abuse, such demand for proof of illness will lapse after six (6) months unless there is reasonable continued suspicion of abuse.

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 upon showing of such factors. In determining whether to give such approval the Department will take into account staffing requirements needed to ensure necessary continuity of operations and individual circumstances. Approval shall not be unreasonably denied.

Section 4. Vacation and Personal Leave - Method of Accrual

Each employee who is non-exempt 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

37.5 Hour Work Week					
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

40 Hour Work Week					
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

a) 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.

b) 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 – Approval and Usage

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) Except in an emergency, no vacation time previously approved shall be cancelled.
- 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. Union Leave

An employee covered by this Agreement who is elected or appointed to a Union office may request and be granted leave without pay in accordance with Policy and Rules, Policy 11, Rule 11.06 - Special Leaves. Section 7. Holidays

Paid holidays as set forth in Policy and Rules and as designated by the Chancellor at 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. Birthday
- Memorial Day, observed

*Four Chancellor Designated Holidays

* Employees working in the University of Illinois Medical Center at Chicago 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 8. Floating Holiday Accrual and Method of Request

a) Employees may take their floating holidays at any time during the fiscal year. Any normally scheduled work day may be selected as a floating holiday, with prior approval of the employee's designated supervisor.

b) Employees will be informed of the approval or denial of their floating holiday requests within a reasonable period of time. If the employee's request is denied, the employee will be given the opportunity to submit a new request.

c) All employees will receive payment at their basic straight time hourly rate for the employee's regular shift for all floating holidays.

Section 9. Funeral Leave

Funeral leave shall be in accordance with Policy and Rules, Policy 11, Rule 11.05 – “Funeral Leave”.

Section 10. Jury Duty

Jury duty shall be in accordance with Policy and Rules, Policy 11, Rule 11.03 – “Jury Duty”.

Section 11. Military Leave

Military leave shall be in accordance with Policy and Rules, Policy 11, Rule 11.04 – “Military Leave”.

Section 12. Parking

During the term of this Agreement the Employer reserves the right to change the fees

charged to bargaining unit employees. If the percentage (%) increase exceeds 2.5% in any contract year during the life of this Agreement, the Union reserves the right to bargain the additional increase.

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 the employee.
- e) A Correspondence course may fall under any of the above types of courses.

Section 3. Departmental Responsibilities (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 Personnel Services Office of an employee's potential and interest beyond departmental job requirements.
- b) Each supervisor shall: (1) appraise the performance of his/her 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. 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 5. 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 designated to qualify for status in an established class may be granted waiver of tuition and service fee in Regular courses not to exceed:

- Six (6) credit hours or two (2) 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, Chapter VI, Section 250.70 (f) and (3); had 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 for 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.

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 for not to exceed ten (10) 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 service.
2. The employee meets conditions and eligibility for admission.
3. The appointment is full time or 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 (6) months after their return from a leave and in the event does not return, to make payment in full to the University for tuition and fee waivers extended during their leave.

b) Loss of Eligibility for Waivers or Refunds. An employee who resigned, is dismissed, is discharged, or is 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 6. Attendance at University Courses and at 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 program or University classes, when requested by their supervisor, shall be with pay.

Section 7. Less than Full-Time Employee

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 their supervisor.

Section 8. Use of Application Form

a) Application for enrollment in courses which are tuition free or which involve waiver or refund shall be processed on forms provided by the campus Human Resources Department. 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 Department before actual enrollment. Special and Sponsored courses requiring such pre-approval will be indicated in course announcements. In other cases, the application required approval prior to enrollment by the employing department, with a copy to be sent to the campus Human Resources Department.

b) In reviewing such applications, the department head will determine whether the course:

1. is related to the employee's University work career and improvement of University services; and
 2. 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 Department will pre- or post-review all applications for work related courses in respect to factors such as:
1. Present and projected University need for the skills involved and the relative position of the employee in relation to such need;
 2. Consistency with the Affirmative Action program of the University;
 3. Availability and propriety of use of campus funds; and
 4. Enrollment restrictions regarding the courses involved, and
 5. Any prior course achievement record of the applicant.

Section 9. 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 10. 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 Associate Vice Chancellor for Human Resources 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 11. 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 is subject to departmental 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 departmental funds.

Section 12. 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 (2) 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 the respective program over all other training applicants or candidates.

Section 13. 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 for 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, degree of improvement in University service will result to warrant this, even though payment is not required by the *Fair Labor Standards Act*.

Section 14. Eligible Children of Employees

Eligible children of qualified University employees with at least seven (7) years of employment service may receive 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.

**ARTICLE VII
WORKING RULES AND CONDITIONS**

Section 1. Shift, Workday and Workweek

- a) The shift shall consist of seven and one-half (7½) consecutive hours of work except for Police Telecommunicators whose shift shall consist of eight (8) consecutive hours of work.
- b) The workday 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 one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m. Sunday. The full-time work schedule in the workweek, except for Police Telecommunicators, shall consist of one (1) seven and one-half (7½) hour shift, broken by an unpaid lunch period, during each of five (5) consecutive days and shall not exceed thirty- seven and one-half (37½) hours of work. The full-time work schedule in the work week for Police Telecommunicators shall consist of one (1) eight (8) hour shift (with paid lunch period on the same basis as currently in effect) during each of five (5) consecutive days and shall not exceed forty (40) hours of work.
- d) Employees covered by this Agreement may request flex-time work schedules. Approval of such schedules will be at the sole discretion of the department head or designee. Flex-time schedules may be revoked at the sole discretion of the department head or designee.

Section 2. Rest Periods

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.

Section 3. Meal Periods

Each employee expected to work seven and one-half (7½) continuous hours or longer 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.

Section 4. Work Required During Meal Period

When employees who normally receive an unpaid meal period are required to work during that period and receive no equivalent time off during the same shift at a reasonable alternative time, they shall have such time treated as hours worked and be compensated accordingly.

Section 5. 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.
- b) Since the needs of the Employer's operations require variations in staffing levels and scheduled hours or shifts, the shift's start time and end time will conform to those requirements.
- c) All employees covered by this Agreement must report on their jobs as required by the Employer's regulations and be ready to and begin their work at official times of the shift openings. Those engaged in work which in the judgment of supervisors warrant it may be granted 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 shortening of the scheduled work shift.
- d) The parties adhere to the principle of maintaining work schedules which will provide the individual employee with five (5) consecutive work days and two (2) consecutive days free from work during each employee's workweek. 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 his work days and hours of work, is changed for the employee's convenience, e.g., rotation of shift (or hours and days of work) made for purpose of providing opportunity for an employee to enjoy the calendar day Sunday free

from work or other changes for the employee's convenience. Foregoing applies only to status full time Civil Service employees.

e) Employees covered by this Agreement (having completed their probationary periods) may bid from posted schedules of work vacancies (as they occur in the department in which they are employed) to change work schedules. Selection of incumbents will be made from bidders fulfilling the following requirements in the order listed:

1. Needs of the service;
2. Physical capabilities of the bidder - excluding consideration of handicaps which do not preclude an employee from performing the essential required job function; and
3. Seniority by classification.

If two (2) or more bidders equally fulfill the first two (2) requirements, in the opinion of the Employer, selection of the incumbent will be by seniority. A successful bidder selected as an incumbent must remain on the shift bid for at least six (6) months unless excused from this requirement by the Employer.

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

g) In the event it becomes necessary to change an employee's shift, the employer will whenever possible give a fifteen (15) day notice. Such notice will not be given to a rotating employee.

h) For informational purposes only, classifications covered by this Agreement for which vacancies occur shall be posted on bulletin boards designated by the Employer.

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

Section 6. Job Postings and Vacancies

The Employer will post vacant positions on the UIC Job Board as needed. The Employer follows State Universities Civil Service System Rules and Regulations for filling vacancies. Employees may request to be tested for vacancies by directly applying to the job postings open on the UIC Job Board for which they meet the minimum qualifications. For classifications that are not currently vacant, the employee may submit a written request to be tested by contacting the appropriate Human Resources Department. Availability of testing will be determined by the Employer in accordance with the State Universities Civil Service System.

Section 7. Transfers and Reassignments

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

Section 8. Layoffs

- a) To the extent required by the Rules of the State Universities Civil Service System, the Employer will give at least thirty (30) calendar 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.
- c) Any reduction in the size of the nonacademic workforce will be accomplished to the extent feasible by attrition. A layoff of one (1) or more status employees for other than temporary period will require approval of the Chancellor or by the person designated by the Chancellor. A status employee is defined as an employee who has successfully completed a probationary period in a class.

Section 9. Layoff Procedure

Except in regards to the exceptions set forth below, the employer shall utilize State University Civil Service System Statute and Rules 250.110c, and 250.120f and h, and State Universities Civil Service System Procedure 4.7 (as revised on 5/16/2012) when a reduction in the workforce becomes necessary under the following:

- (a) Should the employer determine that a position is to be eliminated within a department, the position to be eliminated shall be the one occupied by the least senior employee in the affected classification.
- (b) Within an operational unit (department) all non-status employees performing similar duties and responsibilities will be terminated before a status employee is laid off.
- (c) In the event that an employing unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification if available.
- (d) An extra-help employee, outside of the department, performing similar work as a status employee will be terminated before that status employee is laid off. A student employee shall not displace a certified Civil Service employee.

[Portions of this Article VII, Section 9, represent deviations from Policy and Rules]

Section 10. Identification Badges

Employees covered by 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, such badges to be provided by the Employer at no cost to the

employee.

Section 11. 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 or any other reason whenever the Employer so requires and in the manner it prescribes.
- b) The Employer agrees to furnish, replace, repair, launder, and clean clothing provided workers in jobs requiring special apparel for safety and protection, in its opinion, or where it requires wearing of special apparel for any reason whatsoever. When "wash & wear" garments are provided, the Employer will not be required to clean or launder such garments.

Section 12. Student Appointments

A student employee or "earn fare/welfare worker" shall not displace a certified Civil Service employee.

Section 13. Surveillance

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, locker rooms, and the like. The parties acknowledge and agree that the primary purpose of the video cameras is to ensure safety and not to discipline employees.

ARTICLE VIII HEALTH AND SAFETY

Section 1. General

The Employer will provide a safe and healthful 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 employees to use while on the job and will inform employees of appropriate health and safety rules and regulations. Should an employee inquire as to any potentially hazardous condition on the job, the Employer shall advise the employee of the hazards and, as required, provide the employee with all necessary equipment needed to perform the job.

Employees may consult with the appropriate University service regarding health concerns in the workplace.

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.

Section 2. Video Display Terminals

Operating units that use video display terminals will use them in such a manner as to provide a safe and healthy working environment. Accordingly, all employees except for Police Telecommunicators will not be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours.

Pregnant employees and employees who are nursing and who regularly operate VDTs may upon request be permitted to adjust or otherwise change assignments if such change or adjustments can be reasonably made based on operational needs. The employee may, upon request, be granted appropriate leave based upon the Employer's leave policies.

Section 3. Ergonomics

The Employer shall endeavor to provide ergonomically correct equipment.

Section 4. Immunization

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

Section 5. Health and Safety Committee

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

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

ARTICLE IX 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 notice is 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 X
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 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 of Article X, Section 2, Step Two (a), of this Agreement.
- 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 their 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 their 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 their 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 which 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 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 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 the employee's work time.

Section 2. Procedure

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

Step One

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

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 effects 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 responsible Administrator or designee within five (5) workdays after its receipt.

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

Step Two

a) Notwithstanding the provisions of Step One above, grievances concerning discharge or demotion shall be filed directly at Step Two within ten (10) calendar days of the Employer's serving of "Written Charges for Discharge" or "Notice of Demotion" pursuant to Rules and Regulations of the State Universities Civil Service System, Chapter VI, section 250.111 (e) or (f). In addition, the Union may file a grievance (as defined in this Section 1 (a)) at Step Two if the grievance is common to employees employed in at least two (2) administrative units covered under this Agreement as of the date of the grievance.

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

c) The appeal to Step Two shall be filed with the Chancellor. Upon receipt of an appeal, the Chancellor or designee shall offer a fair hearing to the grievant(s), shall conduct any investigation that they feel is needed, and shall issue a written decision on the grievance within fifteen (15) calendar days after receipt of an appeal.

d) If the Chancellor or designee fails to do so, or if the decision is unacceptable to the grievant, the grievant may appeal the grievance to Step Three of the procedure.

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

Step Three

- a) An appeal to Step Three of the grievance procedure must be filed in writing with the University of Illinois System – Level Designated Grievance Hearing Officer within ten (10) calendar days after the Step Two response is received or due, whichever occurs first. If the decision is not appealed within ten (10) calendar days after it is received or due, the decision shall be considered binding upon the grievant and the Employer. 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, and the Chancellor's or designee's 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 they feel 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(s) for the purpose of obtaining additional information and issue a written decision thereafter. A written decision shall be issued fifteen (15) calendar days after the receipt of the appeal at Step Three if no hearing is conducted, or within fifteen (15) calendar days from the close of the hearing.
- 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 the Step One or Two of the procedure.
- d) Any hearing conducted by the University of Illinois System – Level Designated Grievance Hearing Officer will follow informal procedures with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, 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, 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 their designated 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. 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, the Union may appeal the grievance to arbitration by filing with the University of Illinois System – Level Designated Grievance Hearing Officer a request for arbitration, provided the request for arbitration is submitted within thirty (30) calendar days after the decision at Step Three is received or due, and provided arbitration is not precluded under this Agreement. 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 or designee shall be considered binding upon the Union, grievant and the Employer.

b) Costs of the arbitration, including the fee of the chairperson, shall be equally divided between the Union and the Employer, except that each party will be responsible for any expenses: (1) incurred in the preparation and presentation of its own case and; (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the Employer; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.

- c) An arbitrator will be selected by filing a request with the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of seven (7) arbitrators. Either party may reject the first panel of arbitrators. Within ten (10) workdays of receipt of the list of arbitrators, the University of Illinois System – Level Designated Grievance Hearing Officer or designee, and the Union representative shall select an arbitrator by alternatively striking names from the list, with the University of Illinois System – Level Designated Grievance Hearing Officer or designee striking the first name. The last remaining name shall be the arbitrator.
- d) If for any reason the person selected is unavailable, the procedure shall be repeated with a new list of arbitrators. The arbitrator shall interpret this Agreement only and shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employee, the Employer and the Union.
- e) During the term of this Agreement, the parties may mutually agree to implement expedited arbitration.

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

ARTICLE XI 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 unless otherwise expressed herein.

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

Qualifications 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 and 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 re-established until six (6) months' time have 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 CIVIL SERVICE

Section 1. Position Classification Review

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

If the audit substantiates that an employee has been performing duties of a higher-rated classification, the employee shall be paid the higher rate (if the duties of the employee are not reduced) effective the beginning of the pay period after the employee receives the results of the audit. This will happen if the employee has passed the appropriate examination required for the higher-rated classification. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning of the pay period following notice of passing the appropriate examination.

The employee may seek further classification review only by the University Civil Service System of Illinois in accordance with Civil Service System rules and procedures.

Section 2.

The Union shall designate two (2) representatives to meet at least quarterly with Campus Human Resources representatives for the purpose of providing input and recommendation to the University with respect to matters regarding civil service system. The University and the Union are committed to working to ensure the proper application of civil service statutes.

ARTICLE XIV PERSONNEL FILES

Section 1. Official Personnel File

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

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 § 40/0.01 et seq.) and Policy and Rules (Policy Number 18). If authorized by an employee in writing, the Union may also review the Official Personnel File pursuant to relevant provisions of this Policy. 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 in Policy and Rules (Policy Number 18).

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the Official Personnel File shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the University 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. Necessary to Employment Information

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

ARTICLE XV DUES DEDUCTION

Section 1. Authorization

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

Upon receipt from the Union of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, or other authorized deduction set forth in such card and any authorized increase therein, and shall remit such deductions bi-monthly (twice each month) to the Union at the address designated by the Union in accordance with the laws of the State of Illinois.

The 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 XVI 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 XVII
SAVINGS CLAUSE**

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

**ARTICLE XVIII
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., August 27, 2019 and remain in full force and effect through the completion of the last shift beginning prior to 11:59 pm on August 26, 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 to the Agreement in writing.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this
____ day of _____, 2020.

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



President



Lead Negotiator

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

BY: Avijit Ghosh

Comptroller

Thomas H. Riley, Jr. KRR

Executive Director of Labor and Special Counsel

Jami Painter

Associate Vice President for Human Resources
and Chief Human Resources Officer



Associate Director, Labor and Employee
Relations and Chief Negotiator

APPROVED AS TO LEGAL FORM:



University Counsel

11/16/2020

(Date)