



AGREEMENT

Between

THE UNIVERSITY OF CHICAGO MEDICAL
CENTER

And

SERVICE EMPLOYEE INTERNATIONAL UNION, Local 73

CTW, CLC

February 3, 2020

THROUGH

February 2, 2024

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AGREEMENT

AGREEMENT made this third (3rd) day of February 2020, by and between THE UNIVERSITY OF CHICAGO MEDICAL CENTER, a corporation not for pecuniary profit, organized under the laws of the State of Illinois, located at Chicago, Illinois (Medical Center) and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73 CTW, CLC (Union”) for and on behalf of themselves and the employees covered by this Agreement.

ARTICLE 1 -PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the Medical Center, the Union and the employees in the bargaining unit represented by the Union, and to make clear the basic terms upon which such relations depend. It is the intent of both the Medical Center and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

ARTICLE 2 -RECOGNITION

Section 2.1 - Recognition. The Medical Center, which includes the New Hospital Pavilion (“NHP”), recognizes the Union as the exclusive bargaining agency for all employees including seasonal and temporary employees working twenty (20) hours or more per week, who are employed in any of the classifications listed in Schedule “A.”

Excluded from the bargaining unit are all supervisory employees (meaning thereby, employees having the right to hire or discharge), student, office, clerical, telephone switchboard, and drafting room employees. The term “employee” or “employees” when used in the Agreement shall mean individuals for whom the Union is recognized as the bargaining agent in accordance with the provisions of the foregoing paragraph.

Section 2.1a - Definitions. For purposes of this Agreement, “Classifications” refers to the job titles as listed in Schedule “A” of the Agreement. The use of pronouns in the male gender appearing throughout the Agreement, *i.e.*, he, him, his., etc., shall be interpreted as applying to all employees, male and female, for whom the Union is recognized as the exclusive bargaining agent.

Section 2.2 - Work by Supervisors. The Medical Center will not use supervisors to perform the normal duties of employees unless an emergency exists. Emergency is defined as an occurrence which endangers life, health or property. In addition, there may occasionally arise during the first day of unscheduled employee absence a special and pressing condition which may require the active assistance of the appropriate supervisor.

Section 2.3 - Subcontracting.

- A. The parties pledge to cooperate together in seeking the appropriate means to maximize the work performed by Medical Center employees, and minimize the work performed by subcontractors. The Medical Center will not subcontract work historically performed by bargaining unit employees without legitimate economic and operational reasons. Should the Medical Center contemplate subcontracting work which has historically been performed by bargaining unit employees, whether or not such subcontracting will result in the displacement of bargaining unit employees, such action shall be discussed with the Union prior to the implementation of such contract. During the course of these discussions,

the Medical Center agrees, on request, to supply to the Union relevant data including subcontracting proposals and current costs for performance of the work in question. Furthermore, the Medical Center agrees not to provide permanent facilities/workshops to subcontractors to perform bargaining unit work. These facilities/workshops shall be removed upon completion of each contracted job.

- B. Without prejudice to the Union's rights under Article 9, subcontracting of work historically performed by bargaining unit employees is an appropriate topic for Labor-Management conferences under Article 25.
- C. The foregoing subparagraph B. notwithstanding, grievances protesting subcontracting action taken by the Medical Center shall be subject to the Grievance Procedure including arbitration as provided in this Agreement.

Section 2.4 - Student Employees. The Medical Center agrees not to use student employees to supplant regular full-time or part-time members of the bargaining unit.

Section 2.5 - Bargaining Unit Work

- A. For the purpose of preserving work and job opportunities for employees covered by this Agreement in supply chain, before transferring supply chain work performed by bargaining unit members to employees in another Medical Center bargaining unit, the Medical Center will notify the Union twenty-one (21) days in advance and offer to discuss the proposed work transfer with the Union, including alternatives that the Union may propose. Both parties also agree to allow the other Medical Center union involved to participate in these discussions as appropriate. The Medical Center will only seek to transfer work under this provision to improve operational efficiency or for other good faith business or patient care reasons and not with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement. UCMC will not use this provision of the Agreement to transfer SEIU supply chain work currently performed by the bargaining unit to another Medical Center union employee without SEIU's agreement if as a result of the transfer a non-probationary SEIU bargaining unit member would lose employment at the Medical Center because the transfer is made.
- B. For purposes of preserving work and job opportunities for employees covered by this Agreement outside of supply chain, the Medical Center shall not transfer work performed by bargaining unit members to employees in another bargaining unit or with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

ARTICLE 3 -NON-DISCRIMINATION

The Medical Center and the Union agree that both will abide by the letter and spirit of applicable federal and state laws prohibiting discrimination against any employee or applicant because of race, color, religious or political belief, sex, sexual orientation, marital status, parental status, national origin, ancestry, age, source of income, handicapped or disabled status, or Vietnam Era veteran status or any unfavorable military discharge. The parties acknowledge their commitment to maintaining a work environment free from sexual harassment.

ARTICLE 4 -FUNCTIONS OF MANAGEMENT

The Medical Center shall exercise the regular and customary functions of management, except as otherwise specifically provided in this Agreement, including the authority and the responsibility for the supervision of the employees and of their work; the making of reasonable rules to assure orderly and effective work; the determination of what duties shall be performed and of employee competency; the selection, hiring, transfer, promotion, demotion, layoff and discharge of employees for just cause.

ARTICLE 5 -PROBATIONARY PERIOD

Each new employee shall be in a probationary status until the employee has completed ninety (90) calendar days of employment for employees in the Materials Management Department and one hundred fifty (150) calendar days for Plant employees hired after July 2, 2008. During this probationary period, the employee may be laid off or terminated at the discretion of the Medical Center. When successfully completed, the employee's probationary period counts for both length of service and seniority purposes. Employees currently in the bargaining unit shall not be considered new employees for the purposes of this Article 5 when transferred or promoted to a position in the bargaining unit but shall serve a probationary period as provided in Section 11.5.

ARTICLE 6 -UNION MEMBERSHIP

Section 6.1 - Employees. All employees shall, within thirty (30) days after the date of execution of this Agreement, or within thirty (30) days following the beginning of their employment, whichever is the later, either

- (a) Join the Union; or
- (b) In the alternative tender a monthly agency fee to the Union which shall not exceed the amount of initiation fees and monthly dues uniformly required for employees to acquire and retain membership in the Union. The deductions shall be made in accordance with Section 6.4.

All employees shall thereafter during the life of this Agreement remain in good standing as members of the Union and in default thereof shall upon the written request of the Union be discharged by the Medical Center; provided, however, that the Medical Center shall not be required to discharge or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for any reason except non-payment of dues.

Section 6.2 - Membership.

- A. The Medical Center agrees, subject to the provisions of this Article, that as a condition of employment:
 - 1. All new employees shall join the Union within thirty (30) days after the beginning of employment. The Medical Center further agrees to advise the Union of the names and hiring classifications no later than the thirtieth (30th) day of continuous employment of each new employee or rehired employee.

2. All employees who are or who become members of the Union shall continue to pay regular Union dues for the life of this Agreement or any renewal thereof subject, however, to the provisions of Section 6.4 of this Article.

B. The Union agrees:

1. That no eligible employee shall be prevented from joining the Union, nor shall any eligible employee who is a member of such Union be deprived of Union membership for any reason except non-payment of dues.

Section 6.3 - Withdrawal Period. The Medical Center and the Union agree that any employee shall have the right to withdraw from Union membership by giving written notification to the Union by registered mail, with a copy by registered mail to the Medical Center's Director, Employee/Labor Relations, in the Office of Human Resources, postmarked between the tenth (10th) and twenty-fifth (25th) days of June of any year of this Agreement such withdrawal from Union membership to take effect as of the following August 31st. However, all employees who have taken advantage of this provision shall, upon execution of the renewed Agreement, be governed by Section 6.1 of this Article 6, provided that the Union has shown to the Medical Center that said Union represents a majority of those employees eligible for membership in the bargaining unit.

Section 6.4 - Deductions for Union Dues or Monthly Agency Fee.

1. Union Dues/Monthly Agency Fee.

Union Dues. Upon receipt of proper written authorization from an employee who is a member of Local # 73, the Medical Center agrees to deduct from the wages of an employee and to forward to Local # 73, Union dues in the amount authorized in accordance with the conditions set forth below.

Monthly Agency Fees. Employees who fail to join the Union, or who withdraw from Union membership during the period set forth in Section 6.3, shall be required to pay a monthly agency fee, which shall be deducted by the Medical Center from the employee's paycheck and remitted to the Union in accordance with the conditions set forth below. The Union shall certify to the Medical Center and the bargaining unit employees, in writing at least once per year, the agency fee calculation. Employees, who are subject to the agency fee payment shall have the right to appeal in accordance with, and the parties shall be governed by, applicable laws.

2. Deductions.

- A. Deductions will be made from the first payroll check received in the month, except that, if an employee is included in that payroll but his earnings are not sufficient to cover this deduction the dues deduction will be made from the next payroll check.
- B. Deduction authorization and revoking notices to be effective in any given month must be in the possession of the Comptroller one (1) week before the regular date for issuance of the first payroll check of the month. Authorizations received late will not be effective until the next month.

- C. Deduction authorizations *currently* in effect are hereby renewed subject to the provisions of this Article 6, for the period of this Agreement. Dues shall continue to be deducted in such amounts as may hereafter be certified by the Union as monthly dues.
- D. An authorization is automatically revoked if an employee is terminated for any cause from employment in the bargaining unit, or if at any time, no contract is in effect with his Union providing for these dues deductions.
- E. Upon receipt of proper written notification from an employee, deduction authorizations shall be irrevocable for successive one (1) year periods or until the termination of this collective bargaining agreement, whichever occurs first. An employee may revoke his deduction authorization by giving written notice to the Medical Center not more than twenty (20) days and not less than ten (10) days prior to the expiration of each successive period of one (1) year, or of each applicable collective bargaining agreement between the Medical Center and the Union, whichever occurs sooner. A dues deduction authorization shall also be revocable if any employee should withdraw from the Union pursuant to Section 6.3 of this Article 6. In the event of a renewal of this Agreement, an authorization shall automatically be renewed from year to year unless an employee notifies the Medical Center of his desire to terminate the said authorization as heretofore provided.
- F. The Union will be responsible for collection of dues not covered by the deductions made in accordance with the above, and for refund to employees of any dues improperly deducted which are not properly due to the Union.
- G. It is understood and agreed that the Union will indemnify the Medical Center and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided or because of Medical Center compliance with the Union security provisions of this Article 6.

The Medical Center agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The transmittals shall be accompanied by a list of the names of those employees from whom such deductions have been made and the amount deducted for each employee. It is agreed that once an employee has tendered his/her authorization, the Medical Center need not honor any adjustment as to the amount of withholding other than written instruction to terminate the withholding in its entirety. It is understood that such withholding will be transmitted as part of the employee's dues withholding.

ARTICLE 7 -UNION RIGHTS

Section 7.1 - Bulletin Boards. The Medical Center shall provide a bulletin board in the following non-public areas of the Medical Center for the Union to post notices of its meetings and other Union activities: the warehouse, Stat store room, dock A and B and the main plant shop. Postings shall be confined to these boards, relate to official business of the Union and shall be on official

Union letterhead. Postings will not disparage the Medical Center, its affiliated institutions, or their officers, agents, employees, patients, or visitors. Copies of all postings and notices shall be provided in advance to the Medical Center. Such notices will be mailed to the Medical Center's Director, Employee/Labor Relations or designee and then forwarded to the Chief Steward.

Section 7.2 - Union Activity. The Medical Center agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in any Union. The Union agrees that it will not require of employees the payment, as a condition of becoming or remaining a member of any Union, of any fee which is excessive or discriminatory. The Union further agrees that its officers, members, and agents will not engage in Union activity on the Medical Center's time (not including casual personal conversations between employees), or in such manner as to interfere with the efficient operations of the Medical Center.

Section 7.3 - Orientation. The Union Representative or, in emergency, a Union Steward will be provided the opportunity to speak with employees during new employee orientation for up to twenty (20) minutes. Management will provide the Union with list of new hires during the week prior to orientation.

Section 7.4 - Information Provided. Once each month, the Medical Center agrees to provide the Union with a report from its HRIS database showing new hires, assigned shift, separations, job positions, and employees who are on leaves of absences.

Section 7.5 - Temporary Employees. Before new employees are hired to fill temporary positions, the Union will be given prior notice and, if requested, a meeting will be held within two workdays between the Medical Center and the Chief Steward or his designate and a member of the committee to discuss the matter. The Medical Center agrees to furnish the Union and the Chief Steward the names of temporary employees at the time they are hired.

Section 7.6 - Union Access. The Union shall be permitted to use a Medical Center room up to once monthly on a mutually agreed day and two (2) blocks of time of up to two (2) hours each for a membership meeting with existing bargaining unit employees provided that sufficient advance requests for meeting facilities is made in writing to the designated Labor Relations representative assigned to the SEIU bargaining unit. The Medical Center will designate an available room of suitable size for the meeting that does not interfere with other Medical Center activities. The Union shall submit general membership meeting requests in writing at least thirty (30) calendar days in advance. The Medical Center will respond to these and other space requests within ten (10) calendar days.

The Union shall otherwise be permitted to use Medical Center premises for smaller meetings with individual bargaining unit employees, including stewards, provided space is available and sufficient advance request for meeting facilities is made in writing to the designated Labor Relations Manager for purposes of grievance investigation and contract administration (but not open meetings, drop-in hours, additional membership meetings, organizing, etc.).

Union Representatives will be afforded access to areas of the Medical Center that are open to the general public (but not just employees, patients, and families) on the same basis and subject to the same limitations as other members of the general public.

The Union agrees that its employees and agents, including Union Business Agents, will not otherwise enter or seek to gain access to any areas of the Medical Center not open to members of the general public without first making an appointment in advance (ordinarily at least one business day before) with the designated Labor Relations representative for a bona fide purpose related to contract administration that cannot reasonably be conducted at another location. Union employees and business agents shall comply with the Medical Center's reasonable procedures regarding access to its facilities at all times.

Nothing in this section will permit employees to attend meetings during time when they should otherwise be working without advanced written permission.

ARTICLE 8 -SENIORITY

Section 8.1 - Limitation. It is the desire and intent of this Article to preserve the principle and policy that job security shall be commensurate with length of continuous service.

Section 8.2 - Defined. Seniority is defined by the total length of continuous service within the bargaining unit. Seniority shall accumulate from the first day of employment in the bargaining unit, but no Materials Management Department employee shall be entitled to benefits of seniority until he has completed ninety (90) days of service at the Medical Center nor any Plant employee hired after July 2, 2008, until successful completion of one hundred fifty (150) calendar days of employment.

The Medical Center agrees to compile and to furnish to the Union a list showing the Seniority Date of each employee, effective February 1, and to furnish new seniority lists to the Union annually thereafter.

In the event two or more employees have the same seniority date, when necessary, a tie shall be broken based upon the earliest date of birth.

Section 8.3 - Seniority Continuation. Seniority shall continue to accumulate during:

- A. Absences, caused by illness or injury incurred in the course of employment equal in length to the employee's seniority standing immediately prior to the occurrence of the illness or injury, but not to exceed a maximum of two (2) years.
- B. Absence for military service to the extent provided in the Universal Military Training and Service Act, as amended.
- C. Other leaves of absence approved by the Medical Center in writing for a period of one (1) year or less.
- D. Selection as an officer or delegate of the Union. The employee shall be allowed reasonable time off for the performance of such Union duties without loss of seniority rights but without pay.

An employee promoted to the supervisory staff, directly involving the supervision of employees within this bargaining unit or who bids upon and accepts another position at the Medical Center, inside or outside of this bargaining unit, shall continue to retain his seniority for a period of three

(3) months on or after the effective date of his new position. However, should he return to his previous classification within three (3) months of the effective date of the new position, he shall not during one (1) year following the date of his return exercise his seniority so as to interrupt or supersede already selected schedules for vacation, holidays or leaves. The preceding restriction shall not apply to employees involuntarily transferred.

Section 8.4 - Termination of Seniority. Accumulated seniority shall be lost when an employee resigns, is discharged for cause, or fails to report for work within ten (10) days after he or she has been requested to return to the same or a comparable job within the bargaining unit following a temporary layoff, provided, however, that accumulated seniority shall be retained by an employee if rehired within thirty (30) days following resignation.

Section 8.5 - Seniority During Layoff. The Medical Center accepts no responsibility to rehire a laid-off employee on a preferential basis after one (1) bona fide offer of a comparable job within the bargaining unit. After this offer, it shall be the responsibility of the laid-off employee to seek employment with the Medical Center through regular channels and procedure. The recall notice obligation to an employee on layoff shall be considered fulfilled when the Medical Center sends the laid-off employee such notice by certified letter to the last address provided by the employee, with a copy to the Union.

Employees temporarily laid-off due to lack of work shall, for a period equal to the length of their accumulated seniority immediately prior to the date of layoff to a maximum of two (2) years, retain seniority accumulated to the date of layoff, and shall subject to the provisions of this Agreement during that period be rehired in order of seniority before new employees hired in the open market.

Section 8.6 - Shift Assignment, Vacancy and Bidding. In operational sections which have more than one (1) fixed shift, employees in any classification shall have choice of shift based upon seniority, except as provided in the following paragraph. Such choice shall not be exercised more than once in any twelve (12) month period and shall take effect as of the second pay period in January. An employee seeking to exercise such choice must notify management not less than thirty (30) days in advance of the effective date. In the event Building Engineer vacancies occur and no bids are received from employees who have completed the six (6) month initial training program, the most junior employee, not on that shift, who has completed the initial training program, may be required to change shifts to fill the vacancies. The foregoing notwithstanding, when deemed necessary, management may require any employee, in the senior one-half (1/2) of his/her classification to work a shift not of his/her choice for two (2) periods not to exceed fifteen (15) calendar days per period (one of these periods shall be used for educational, training or reorientation purposes) within any calendar year. Any employee in the junior one-half (1/2) of his/her classification may be required to work a shift not of his/her choice for three (3) periods not to exceed ten (10) work days per period within any calendar year.

The parties agree that the Medical Center should train Building Engineers during the first six (6) months of employment in the Medical Center so he/she can perform effectively on any shift. Shift scheduling during the six (6) month training period may be flexible so that any or all such training can occur on any of the three (3) shifts. During this six (6) month training period it is management's right and obligation to train employees and familiarize them with the work and

facilities. Employees will not be transferred from one fixed shift to another for disciplinary or punitive reasons.

For purposes of complying with this section, bids will be held among all non-probationary employees in the Material Specialist position, including leads. UCMC remains free to determine the number of leads, if any, to be used on each shift. Only those Material Specialists designated and performing as leads at the time of the bid may bid for those positions designated for a lead. A lead may also bid for a non-lead position but will forfeit his or her lead title and pay when he or she begins working in that non-lead position. UCMC shall prepare and post the available Material Specialist and Material Specialist Lead schedules showing shift and days off at least eight (8) days from the start of the bid. On the day of the bid, current employees who have completed their probation will bid in seniority order in person beginning with the most senior employees. Employees must bid when called and if they fail to do so, will be treated as absent. An employee absent from work when called to bid for any reason must leave a telephone number where he or she can be reached within one (1) hour or provide his or her bidding preferences or proxy to UCMC in writing and/or via email in advance. If an employee is absent and did not leave a telephone number or preference or name a proxy, the union steward will bid for the employee. If the steward declines to bid for any reason, the Medical Center will bid for the employee.

Section 8.7 - Filling Vacancies. It is the policy of the Medical Center to fill job vacancies where possible by promoting qualified employee applicants from within the Medical Center.

The Medical Center will consider employees represented by the Union prior to considering other applicants to fill vacancies in job classifications covered by this Agreement. When a non-supervisory vacancy occurs in a lead position or outside of materials management, The Medical Center will award the position to the applicant with the greatest seniority who applies where ability, skill, training, and other relevant qualifications among two or more applicants are otherwise relatively equal and the senior employees has the required ability, skill, training and other relevant qualifications.

The Medical Center reserves the right, nevertheless, to determine if the employee concerned possesses other relevant qualifications such as physical fitness, ability, training, skill, etc., to fill the position. If a corrective action has been issued within the past six (6) months, they will be evaluated by the department considering the applicant along with performance appraisals and the recommendation of the present department. The corrective action process will not be interrupted by any promotion or transfer. The question of whether the Medical Center has been arbitrary or capricious in such determination, including determination that ability, skill, training, and other relevant qualifications are relatively equal, shall be subject to the Grievance Procedure.

Employees who transfer from the Medical Center bargaining unit to The University of Chicago bargaining unit under the terms of those agreements shall retain coverage of their current Medical Center benefit plans until they are covered by the University benefit plans.

The Medical Center and the Union agree that when a promotion vacancy occurs at the supervisor level, the Medical Center will consider all fully qualified applicants in such job classification and department to fill such vacancies, but shall retain the right to make the final selection in its decision.

An applicant who bids upon and accepts a voluntary lateral transfer under the provisions of this Section shall not be permitted to bid for another such position for a period of one (1) year from the date of his first day of work in the position for which he bid and was accepted. This provision shall not be construed so as to prevent advancement.

Section 8.8 - Layoffs.

- A. In the event of a reduction in force, probationary employees shall first be displaced from the classification affected in order of seniority accumulated therein. If further reduction is necessary, non-probationary part-time employees shall be displaced based upon accumulated seniority in the affected job classification. If further reduction is necessary, non-probationary full-time employees shall be displaced based upon accumulated seniority in the affected job classification.

Non-probationary employees so displaced shall be given the opportunity by the Medical Center to displace other employees as follows:

1. A part-time employee may displace the least senior part-time employee within the same classification elsewhere in the bargaining unit provided his seniority exceeds that of the employee he seeks to displace, or if he is unable to do so, he shall be given the opportunity to displace the least senior part-time employee in a lower-rated classification within the same occupational group.
2. A full-time employee may displace the least senior employee, whether full-time or part-time, within the same classification, or a classification the employee has previously held elsewhere in the bargaining unit provided his seniority exceeds that of the employee he seeks to displace. If he is unable to do so, he shall be given the opportunity to displace the least senior employee, whether full-time or part-time, in a lower-rated classification within the same occupational group, provided his seniority exceeds that of the employee he seeks to displace.

In no event shall an employee displace another pursuant to this section unless he is fully capable of performing the work of the employee he seeks to displace.

- B. A former full-time employee that accepted part-time work because of a reduction in force shall be reinstated to full-time status should a full-time position become vacant in his classification anywhere in the bargaining unit.
- C. Except in case of emergency, the Medical Center shall provide the Union and the affected employee not less than one (1) week's written notice of any layoff.
- D. Any employee laid-off pursuant to Paragraph A of this Section 8.8 shall be apprised of open positions available at that time and shall, upon application, be given preferential consideration for transfer to any existing Medical Center vacancy outside this bargaining unit for which the employee possesses the necessary qualifications as determined by the Medical Center, provided however, such preference shall not supersede the rights of any other Medical Center employee which have been conveyed to such employee, by virtue of another collective bargaining agreement or by Medical Center policy.

Section 8.9 - Temporary Positions. Whenever a new position is created that is known to be of more than eighty (80) days duration, it shall be posted for bid to employees as a regular position. If a temporary position continues to exist for more than eighty (80) days, it shall thereafter be posted for bid to employees as a regular position.

Whenever temporary employees are accepted as regular employees, their seniority shall commence with the last date of hiring as temporary employees, provided there has been no break in service exceeding seven (7) calendar days. A temporary employee who is retained by the Medical Center for more than ninety (90) calendar days shall be made a regular employee unless an extension of the period of temporary employment is agreed to by both the parties. An employee who becomes a regular employee under the provisions of this Section shall have a seniority date corresponding to his beginning date as a temporary employee and shall accrue sick leave and vacation benefits beginning from that date. No other benefits shall be retroactive, but shall become effective as of the date of change from temporary to regular employee.

The above limitations do not apply to temporary employees filling in for absences due to FMLA, short-term and long-term disability, all approved leaves of absence and absences covered under Worker's Compensation.

Section 8.10 - Weekend Scheduling. The parties recognize that weekend work is less desirable to most employees, and Monday through Friday assignments are generally preferable to the work force. The parties also recognize that the Medical Center are a seven day per week, twenty-four hour per day operation and that work needs to be performed throughout the week.

Since the parties are committed to the principle that it is preferable for Medical Center employees to perform the work in classifications covered by the recognition clause of the agreement with the union, the parties agree that it is permissible to establish regular assignments which encompass Saturday and/or Sunday as regular workdays. The parties pledge to cooperate together in seeking the appropriate means to maximize the number of Monday through Friday assignments, and to minimize workweeks which include Saturday and/or Sunday.

It is agreed that no more than twenty percent (20%) of the current workforce, with a minimum of two employees in each classification or department, where needed, will be assigned to workweeks which include Saturday and/or Sunday during the term of this agreement.

"Current workforce" is defined as those bargaining unit employees who were employed by the Medical Center as of November 1, 1988.

The parties agreed that in classifications and shifts in which the majority of an operating section's employees of a particular shift are permanently assigned to weekend schedules, the affected employees may, effective the second pay period in January of each year exercise choice of weekend schedules in the same manner as they exercise shift choices under the provisions of Section 8.6. Such elections, however, shall be subject to the determination of the Medical Center that there is an adequate distribution of employees possessing the appropriate skills and abilities on duty at all times.

ARTICLE 9 -GRIEVANCE PROCEDURE

The representatives of both the Medical Center and the Union shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the Medical Center. The Medical Center agrees that Medical Center representatives will send copies of written responses on grievances to Union Grievance Committee members (who were present) and the grievant(s) who furnish their addresses.

Section 9.1 - Union Representatives. The Medical Center agrees to recognize a reasonable number of certified Stewards, the number to be agreed upon in writing from time to time, and a Union Grievance Committee which shall not exceed six (6) members. Each Steward shall be an employee of the Medical Center. So far as is practicable the Union will not request the Medical Center to recognize any employee as a Steward or Committeeman who has not been employed for at least one (1) year. The Union will notify the Medical Center of any changes in the personnel of its Stewards or the Grievance Committee at least three (3) days in advance of the date on which the new Steward or Grievance Committee member becomes authorized to act on behalf of the Union.

Section 9.2 - Grievance Defined. For the purposes of this Agreement, grievance is defined as a difference of opinion between the Medical Center and the Union or between the Medical Center and an employee with respect to the meaning or application of any provision of this Agreement which is reduced to writing and filed for processing through the Grievance Procedure. Any employee may consult directly with a member of his immediate supervision on a matter which does not necessarily constitute a grievance. The supervisor will follow through on such matters and try to adjust them. In the event a satisfactory adjustment is not made, the matter may become a grievance and the Grievance Procedure may be followed. In any case where an employee is not satisfied with respect to the disposition of the matter on which he has informally consulted with a member of his immediate supervision, the employee may submit his complaint as a grievance, but this must be done within ten (10) calendar days from the occurrence of the incident, or the acquisition of direct knowledge by the employee of the condition which gave rise to the complaint, and if more than said ten (10) calendar days elapse, the employee shall be barred thereafter from processing the complaint as a grievance.

Section 9.3 - Individual Grievances. Any employee shall have the right to present a grievance to, and discuss it with, the Medical Center management and to have such grievance adjusted, without the intervention of a Steward or other representative of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided that a Steward or other representative of the Union has been given an opportunity to be present at such adjustment.

Section 9.4 - Grievance Procedure.

Step One: Between the aggrieved employee or employees, the appropriate Union Steward, and the supervisor or his authorized representative. The grievance must be presented in writing, signed by the aggrieved employee or employees on forms furnished by the Medical Center and submitted electronically to an email address or addresses designed by the Medical Center. The supervisor/manager or his authorized representative shall have ten (10) days in which to announce a decision in writing, which may be submitted electronically as well. If the grievance is to be appealed to Step Two, this must be done within ten (10) days following the date of the decision of

the supervisor/manager, or in the event no decision is announced within ten (10) days immediately following the expiration of the ten (10) day period. If no appeal has been filed within such ten (10) day period, further processing shall be barred.

Step Two: Between the aggrieved employee or employees, the appropriate Union Steward (and an official from the Union if the Union so desires) and the department head or authorized representative of the department involved. The grievance must be appealed in writing, signed by the aggrieved employee or employees on forms furnished by the Medical Center and submitted electronically to an email address or addresses designed by the Medical Center. The department head or authorized representative shall have ten (10) days in which to announce a decision in writing, which may be submitted electronically as well. If the grievance is to be appealed to Step Three, this must be done within ten (10) days immediately following the expiration of the ten (10) day period. If no appeal has been filed within such ten (10) day period, further processing shall be barred.

Step Three: Between the aggrieved employee or employees, not more than five (5) members of the Union Grievance Committee and the Medical Center's Director, Employee/Labor Relations or designee. The grievance must be appealed in writing and signed by the aggrieved employee or employees and a full-time paid official of the Union or his designated representative, or the Chief Steward, or his designated representative, on forms provided by the Medical Center and submitted electronically to an email address or addresses designed by the Medical Center.

The Medical Center's Director, Employee/Labor Relations or designee shall have fifteen (15) days in which to announce a decision in writing, which may be submitted electronically. In the event no decision is announced, the time limits set forth in Section 9.12 for referral to arbitration shall commence to run immediately following the expiration of the aforesaid fifteen (15) day period. A copy of the arbitration request will also be forwarded to the Medical Center Chief Human Resources Officer.

Section 9.5 - Union Representatives At Grievance Hearings. The Union agrees that the Stewards present at a Step Three grievance hearing in accord with Article 9, Section 9.4 shall consist only of such Stewards as will be able to contribute materially to resolution of the grievance. It is understood and agreed that there shall not be such a number of Stewards and/or grievants present at a hearing that would unduly hamper the functioning of the Medical Center. It is further understood that for the term of this Agreement the Chief Steward may serve on the Union Grievance Committee.

Section 9.6 - Union Grievances. The Union may file a grievance on its behalf with respect to the meaning or application of, or compliance or non-compliance with, any provision of this Agreement which names the Union and which expressly reserves to the Union as such, certain rights or imposes on it specific duties, obligations, or responsibilities. Any grievance initiated on behalf of the Union in accordance with this Section 9.6, shall be filed in Step Three of the Grievance Procedure within ten (10) days after the event or the day on which the Union should have reasonably acquired the knowledge of the event giving rise to the grievance, and processed in accordance with the Grievance Procedure.

Section 9.7 - Procedure for Suspensions, Terminations or Layoffs. In the event of a suspension,

discharge or layoff, the employee involved may file a grievance at Step Three of the Grievance Procedure based upon a complaint that the suspension, discharge or layoff violated a provision of this Agreement; provided that the grievance is filed within ten (10) days from the date of notice of suspension, discharge or layoff, and if more than ten (10) days elapse, the employee shall be barred thereafter from processing a grievance involving the suspension, discharge, or layoff. The Medical Center agrees to furnish each discharged employee a written statement of the reason for the action taken and to furnish a copy of such statement to the appropriate Steward (and mail a copy to an official of the Union) within three (3) days after the discharge. A discharged employee will be given an opportunity to telephone a Union representative before leaving the Medical Center premises.

Section 9.8 - Time Limits. Except where calendar days are specified, all time limits in this Article 9 are exclusive of Saturdays, Sundays, and days recognized as holidays. Extensions of time may be made by mutual consent of the parties and such extensions shall be arranged or confirmed in writing.

Section 9.9 - Pay for Grievance Time. Time spent by employees in grievance meetings with management or in arbitration hearings shall be counted as time worked when it falls during the employee's scheduled work hours. Such meetings shall be scheduled at times least interruptive of normal operations and mutually convenient to management and the Union. The number of employee participants shall be held to the minimum necessary and employee participants must obtain the approval of their supervisors, with as much advance notice as possible, before absenting themselves from work to attend. Such approval shall not be arbitrarily withheld.

Section 9.10 - Union Representation. The Chief Steward and Stewards may receive, discuss, and process grievances as provided in this Article 9 on the Medical Center's premises or during their working hours except where any such activity unreasonably interferes with their work. The Chief Steward and Stewards shall not leave their work for the purpose of investigating or processing a grievance without first receiving permission from their supervisors and providing the supervisor with reasonable notice.

The Chief Steward also may conduct Union business related to labor management committees, new employee orientation, health and safety, overtime distribution, and Union administrative matters during working hours provided doing so does not interfere with operations and that reasonable advance notice is given to the Chief Steward's supervisor.

The Medical Center shall provide the Chief Steward with access to a computer, fax line, email and permission to use telephone lines available in his/her area.

When requesting that a Union Steward or other employee represented by the Union be released from work to assist the Union in any manner, the Union shall provide notice no later than the Wednesday before the week during which the leave would begin to Employee/Labor relations. The Medical Center will make reasonable efforts to accommodate requests related to the Administration of this Agreement so long as they do not interfere with normal operations or cause the Medical Center additional expense. Any leave for which notice was not provided, for another purpose, of more than one working day in duration, or that would cause more than one employee

to be absent from the same shift and department on the same day shall be at the Medical Center's discretion.

Section 9.11 - Arbitration Procedure. Any controversy which has not been satisfactorily adjusted in Section 9.4, Step Three of the Grievance Procedure may be referred in writing by the Union for arbitration no later than fifteen (15) calendar days after the final decision in Step Three of the Grievance Procedure is communicated to the Union Grievance Committee and submitted electronically to an email address or addresses designed by the Medical Center. The parties shall meet promptly for the purpose of agreeing upon an arbitrator. If the parties are unable to agree on an arbitrator, they shall request that the Federal Mediation and Conciliation Service furnish each party with an identical panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which an impartial arbitrator will be chosen electronically. Each party may reject one panel. The arbitration proceeding shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties shall submit the grievance to be arbitrated in a written stipulation to the arbitrator. Each party shall pay its respective expenses, but all expenses and fees in connection with the arbitrator's services shall be borne equally by the Medical Center and the Union.

Arbitration Rules of the American Arbitration Association. The parties shall submit the grievance to be arbitrated in a written stipulation to the arbitrator. Each party shall pay its respective expenses, but all expenses and fees in connection with the arbitrator's services shall be borne equally by the Medical Center and the Union.

Section 9.12 - Authority of Arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding upon the Medical Center, the Union, the employee or employees involved and all other employees represented by the Union. The arbitrator may consider and decide only the particular grievance presented to him in the written stipulation and his decision shall be based solely upon an application or interpretation of the provisions of this Agreement. The arbitrator shall not have the right to alter, modify or change this Agreement, nor shall his award, if any, be retroactive beyond the date the grievance was first presented in writing.

ARTICLE 10 -STRIKES AND LOCKOUTS

During the term of this Agreement or any extension thereof, neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or interference with Medical Center functions or operations, and the Medical Center will not require any employee to perform services normally performed by University of Chicago Local 73 employees during a labor dispute with the University of Chicago.

ARTICLE 11 -POSTING OF VACANCIES

Section 11.1 - Order of Filling Vacancies. Vacated or new positions shall be filled, to the extent that qualified employees are available and apply, on the basis of seniority from among qualified employees. If no qualified employee applies for a position, the Medical Center may fill the position from outside the bargaining unit.

Section 11.2 - Posting and Filling Positions. The Medical Center shall bring to the attention of its employees new positions and vacancies in existing positions by posting notices thereof in

accordance with Medical Center policies, at specified locations in the Medical Center for a period of at least five (5) working days, except when emergency conditions require such vacancies to be filled within a shorter period of time. Such notices shall show the location of the job, the title, working hours, the rate of pay, the date the job needs to be filled and the date applications for the job will be closed. Copies of notices will be sent to the Chief Steward. The Chief Steward will provide the Medical Center with written notification of his mailing address by September 1st of every calendar year, if such address changes.

Except in emergency situations, the Medical Center will attempt to fill all vacant bargaining unit positions in the manner described above; provided however, that if no qualified applicants are forthcoming, the Medical Center may use other recruitment methods including, but not limited to advertisement, and solicitation of applicants.

When the Medical Center wishes to fill a vacancy previously posted, and more than thirty (30) calendar days have passed since applications were closed, the vacancy shall be posted again in accordance with this Section. Previous applicants shall have an opportunity to add any relevant materials or information to their application files.

Section 11.3 - Applying for Vacant Positions. Application shall be filed with the Medical Center's Recruitment Office within the time limit indicated on the posted notice. Each applicant shall file a complete application form with the Medical Center Recruitment Office and shall have the opportunity to submit additional relevant records, resumes, recommendations and transcripts.

Section 11.4 - Selection. The Medical Center agrees that if relevant tests are available they will be used as a selection factor in considering applicants for promotion. Applicants who have not taken the test(s) within the six (6) month period immediately preceding their applications for promotion may take the test(s) again at their request, but applicants who fail a test two (2) consecutive times, must wait twelve (12) months before retaking it. Employees who fail a test shall be advised of the area(s) and reason(s) that they failed within one (1) work day of the test.

When an employee has been selected by the Medical Center to fill a vacated or new position, the Medical Center shall have the responsibility of notifying him of his selection in writing within seven (7) calendar days of such selection and arranging for the release of the employee from the job he is holding to enable him to accept the vacated or new position. Changes shall occur only at the beginning of a pay period, and the employee must be released after one (1) full pay period.

When an employee is awarded a posted position, his former job, if it is to be filled, shall in turn be posted as a vacancy.

Section 11.5 - Probation for Transfer and Promotion. An employee who receives a promotion or a transfer to another classification will have a probationary period not to exceed thirty (30) calendar days in the new position. If within the probationary period it is determined by the Medical Center that he is unable to perform the work of the new position satisfactorily, he shall be returned to his former position without loss of seniority by the end of such period. An employee who is not disqualified may voluntarily return to his or her prior position within fourteen (14) days after starting a new position. The probationary period may be extended by mutual agreement between the parties.

Section 11.6 - Notice of Filling Position. After the vacant position has been filled, announcement of the same and the name of the successful applicant shall be posted within one week at the locations used for posting of vacancies. All unsuccessful applications will be of such within fourteen (14) days of the position being filled. Once the vacant position has been filled, each unsuccessful applicant, upon inquiry shall be informed in writing by the Medical Center Employment Office, within one (1) week after the inquiry is made, of the reason or reasons for not having been selected to fill the position.

ARTICLE 12 -SICK LEAVE, EXCUSED ABSENCES AND LEAVES OF ABSENCE

Section 12.1 - Sick Leave With Pay.

- A. Employees shall be entitled to sick leave pay after one (1) year of service. Sick leave time shall be accrued by each eligible employee from the date of hire.
- B. Employees hired on or after November 4, 1998 shall accrue sick leave at the rate of eight (8) days per year. Employees hired prior to November 4, 1998, shall accrue sick leave with pay at the rate of twelve (12) days per year. Sick leave accruals shall be credited to each employee on a biweekly basis at the rate of one-twenty-sixth (1/26) of the total annual hours of sick leave due the employee for each completed pay period of employment. No sick leave with pay shall accrue for any pay period during which an employee is in an out of pay status, short term disability, family medical leave, or on leave of absence for the full pay period. Sick leave with pay shall accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Diseases Act.
- C. On January 1 of each year, sick leave hours accrued annually will be retained. Such hours may be used for any absence due to illness or injury. An employee's sick leave allowance shall be applied only to absences necessitated by an employee illness and the right is reserved by the Medical Center at any time to require an employee who has been absent four (4) or more consecutive workdays or who is suspected of abuse of sick leave utilization to submit a certificate issued by a physician licensed to practice medicine as proof of illness. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

Full-time employees must use accrued hours (sick, vacation, or personal) for purposes of routine doctor's appointments. Employees must inform departmental supervision at the time the appointment is made. The Medical Center reserves the right to request proof that the time off was in fact used for the purpose requested. Failure to submit such proof upon request shall automatically disqualify such employees for accrued hours utilization and may result in further disciplinary action.

Employees unable to report for work shall so inform their department as soon as possible. Time lost by employees who fail to notify their department as required shall be treated as an unexcused absence. Employees who expect to return and are unable to return at their regular starting time that day, shall call in as above.

- D. In December of each year, employees may elect to convert any portion of their unused sick leave hours accrued that calendar year, at the rate of one-half (1/2) the total amount, at the employees' regular straight-time hourly rate. Employees must notify their supervisor of their election by November 1 of each year or within a week of receiving the appropriate form from their supervisor.

Upon retirement, an employee may redeem up to seven hundred (700) hours, at the rate of one hour for each two redeemed, at the employees' regular straight-time hourly rate. All other accrued unused sick leave shall lapse upon termination of employment.

- E. Only the standard working hours lost due to absence because of illness shall be charged against the employee's sick leave credits.
- F. An employee shall be in out-of-pay status for all hours lost because of illness or injury in excess of the unused balance of his accrued sick leave credits.
- G. Compensation during allowable absences because of illness or injury shall be at the employee's basic straight-time hourly rate. Hours compensated as sick leave will not count as hours worked in the computation of overtime.
- H. Absences resulting from accidents or illness and compensated under the Worker's Compensation or Occupational Diseases Acts of the State of Illinois, shall not be charged against the employee's accrued sick leave except to the extent necessary to make up the difference between the Worker's Compensation weekly benefit and the employee's basic straight time weekly salary when so requested by the employee.
- I. Employees who have exhausted all sick leave credits but who are eligible to use accrued vacation may, if they so desire, substitute such vacation credits for sick leave. If employees are required by the Medical Center to leave their jobs to secure a medical examination, the time thus lost shall be counted as time worked and the cost of such examination shall be borne by the Medical Center.
- J. Regular employees may request excused paid leave (accrued vacation only) to attend classes for credit at an accredited college or university under the following conditions.:

Employees, providing proof of enrollment, will be allowed up to one (1) hour of excused absence, on two (2) scheduled work days per week for no more than one (1) semester/quarter, per calendar year, for the sole and specific purpose of attending the classes without accumulating "occurrences" under the Medical Center's Attendance Policy.

- K. The parties acknowledge that the sick leave and carryover provided by the Medical Center is in excess of the five (5) days of paid leave provided under the Chicago Paid Sick Leave and Cook County Earned Sick Leave Ordinances. The parties agree that the sick leave provisions of this Agreement are intended to apply in lieu of these and any other similar ordinances or laws that may be enacted, which are expressly waived to the extent permitted by applicable law.

The Medical Center may, at its discretion, request that the employee complete his full shift, due to staffing shortages caused by either the scheduled or unscheduled absences of other employees in the employee's classification. The determination of Medical Center needs shall rest solely upon Department Management and shall not be subject to the Grievance Procedure.

It is further understood, however, the Medical Center ability to accommodate such requests from employees may be limited by organizational needs.

Section 12.2 - Absence on Union Business. Duly authorized Union members will be granted one (1) excused absence without pay not exceeding five (5) consecutive working days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent business of the Union. Application for such leave shall be made at least four (4) weeks prior to the commencement of the period of such absence except where an emergency prevents the giving of such notice. No more than two (2) employees shall be absent at the same time for such purposes. An employee elected to a full time position as an officer of the Union shall, upon written request by the Union, receive a leave of absence without pay for the period of service with the Union; provided, however, that in no event shall such leave exceed two (2) three-year terms in office. Upon his return, he shall be reemployed provided there is then vacant a job which he is capable of performing and to which his seniority would entitle him. An employee affected by this Section shall not be eligible for any benefits provided by this Agreement nor shall he accumulate seniority during the period of such leave of absence. Upon his return, he shall be regarded as having seniority equivalent to that which he had immediately prior to his leave of absence. It is further understood that not more than one (1) employee shall be affected by the provisions of this Section at any one time.

The Medical Center agrees to pay not more than five (5) employees, including the Chief Steward, for straight-time scheduled hours of work lost by such employees during contract negotiations. The paid sessions will be limited to no more than fourteen (14) sessions provided that a session shall only be counted if it is comprised of at least four (4) hours of meeting time. The number of paid sessions may be extended by mutual agreement. The Union agrees to advise the Medical Center, in writing, of the names of elected negotiating committee members at least seven (7) days in advance of the first scheduled negotiation meeting.

Section 12.3 - Absence for Jury Duty. An employee who is summoned and reports for jury service shall be excused from work for the days on which he serves as a juror and he shall receive his basic straight-time hourly rate for normally scheduled work hours and the payment he receives for jury service. Except in cases of emergency, the days off of an employee on jury duty shall be changed to Saturday and Sunday for the duration of the jury duty service. It is understood that if an employee is called to serve as a juror on any of his regularly scheduled workdays, he will report for work during his scheduled working hours.

The employee will present proof of service and the amount of pay received for serving as a juror. In order to receive payment an employee must give his supervisor notice that he has been summoned at the earliest practicable time so that arrangements may be made to have the employee excused from jury duty if the Medical Center believes such request would be in order. The provisions of this Section are not applicable to an employee who fails to cooperate in seeking to be excused from jury duty when the Medical Center deems seeking to be so excused is in order.

Paid jury duty time shall not exceed 80 hours per calendar year per employee.

Section 12.4 - Leaves of Absence. Employees covered by this Agreement shall have the right to make application for leaves of absence for justifiable reasons. Normally a leave of absence will not be granted during the first year of employment except for short duration in emergency circumstances and for pregnancy-related conditions. The Medical Center will give consideration to the circumstances of each application and shall have the right to determine whether or not the leaves shall be granted and the duration of any leave of absence.

In addition to what other rights and entitlements are set forth herein, the Medical Center will otherwise abide by their obligations under the Federal Family and Medical Leave Act and/or any other legislation applicable to the Medical Center pertaining to leaves of absence.

A medical leave of absence to excuse an employee's absence from work without pay will be approved to cover periods that the employee is not receiving sick leave, short term disability, long term disability or workers' compensation benefits.

The request for medical leave must include a statement from a licensed physician indicating both the reason (diagnosis) and the anticipated date of return (prognosis). If the total period of employee absence is less than six (6) months, the employee shall upon return, be guaranteed the same job or an equivalent job in the same department, based on seniority, provided the employee presents evidence to the Medical Center that he is able to perform the work. Such a leave will begin after the exhaustion of accrued vacation time and any accrued but unused personal holidays.

Application for leave of absence shall be made in accordance with the Medical Center's procedures. If the leave is granted, the employee will receive a copy of the approved Leave Request Form. Leaves of absence shall be without pay and, at the Medical Center's discretion, they may be extended upon receipt of written request for such extension. During any approved leave of absence or during layoff, an employee may retain coverage under the various insurance plans; the Medical Center will continue its share of premium costs for three (3) months; after three (3) months the employee pays full premiums for the plans. Retention of insurance coverage is required during leaves of three (3) months or less. Arrangements for the payment of premium is to be made with the Benefits Office.

During any leave of absence, an employee does not accrue sick leave or vacation credits, and is not eligible for any paid time benefit; however, all such benefits become available to the employee but not retroactively for the period of the leave, as soon as the employee resumes work after leave of absence. An employee on an approved leave of absence will be terminated from employment if he is capable of resuming his regular employment with the Medical Center but the employee accepts employment elsewhere or, if he fails to return to work when the leave of absence expires, unless he has a compelling reason, acceptable to the Medical Center, for his inability to return. Falsification of a leave of absence application shall be cause for disciplinary action up to and including discharge.

Section 12.5 - Funeral Leave. Employees who have completed three (3) months of employment shall, upon application to their supervisor, be allowed three (3) working dates off at straight-time pay (four (4) when travel of more than four hundred (400) miles each way is involved) upon the

death of a member of the employee's immediate family. Employees who have ten (10) years of service will be granted five (5) funeral leave days. "Immediate family" is defined as parents or foster parents, brother, sister, spouse, children and registered domestic partner.

In the event of death of an employee's father-in law or mother-in law, grandparent or grandchild, the employee will be allowed three days off with straight-time pay for hours lost.

Any additional time required by an employee may be charged against the employee's accrued vacation, provided the employee obtains the approval of the supervisor in advance.

The Medical Center agrees to give consideration to paid time off in the event of death of a person not bearing the relationship enumerated above on an individual basis.

It is understood that the Medical Center has the right to request verification of relationship, death and distance traveled before paying benefits under this Article. It is further understood that the Medical Center may request an employee to complete a form indicating the names and relationships of relatives covered by this Section.

Section 12.6 - Military Reserve Training Leave. An employee who is in the reserve military service shall be allowed up to two (2) weeks excused absence per year to participate in required military service training. An employee who has completed a year's service may elect to use his accrued vacation for such a leave and retain both his vacation and military pay, or he may take Paid Military Leave, in which case, he may turnover to the Medical Center his military base and longevity pay and receive his regular straight-time pay for his scheduled work hours lost during the period of active duty training.

Employees who must be absent for such service training must give their supervisors as much advance notice as possible. Failure to give adequate notice will forfeit an employee's right to Paid Military Leave.

Section 12.7 - Education Leave. Regular employees may request excused paid leave (accrued vacation only) to attend classes for credit at an accredited college or university, or management-approved trade union training programs and management-approved technical school classes under the following conditions.

- A. Employees, providing proof of enrollment, will be allowed up to one (1) hour of excused absence, on two (2) scheduled work days per week for no more than one semester/quarter, per calendar year, for the sole and specific purpose of attending the classes without accumulating "occurrences" under the Medical Center's Attendance Policy.
- B. The Medical Center may, at its discretion, request that the employee complete his full shift, due to staffing shortages caused by either the scheduled or unscheduled absences of other employees in the employee's classification. The determination of Medical Center needs shall rest solely upon Management and shall not be subject to the Grievance Procedure.

It is further understood, however, the Medical Center's ability to accommodate such requests from employees may be limited by organizational needs.

ARTICLE 13 -AUTHORIZED MEDICAL CENTER HOLIDAYS

Section 13.1 - Eligibility for Holiday Pay.

- A. A regular full-time employee whose standard workweek is thirty-five (35) or more hours shall be paid for authorized Medical Center holidays at his basic straight-time hourly rate for the number of hours normally worked by him on a regularly scheduled full workday.
- B. A regular part-time employee whose standard workweek is between twenty (20) and thirty-five (35) hours shall be paid for authorized Medical Center holidays at his basic straight-time hourly rate for the equivalent in hours of an averaged workday, to be determined by dividing his regularly scheduled workweek hours by five (5).
- C. An employee hired on a temporary basis or who is hired to work irregular hours without a fixed standard workweek shall not be paid for authorized Medical Center holidays regardless of the number of hours worked per week.

Section 13.2 - Absence Before and After Holiday. An employee who is absent from work on a scheduled workday preceding or following a regular holiday, shall not receive pay for the holiday, unless such absence is previously authorized or subsequently approved by his supervisor. A bona fide illness is excusable. An employee on layoff status or on leave of absence shall not be considered eligible for holiday pay.

Section 13.3 - Holidays Defined. The authorized Medical Center holidays consist of six (6) Regular Holidays, a special Martin Luther King Day, and four (4) Personal Holidays. The six (6) Regular Holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of the Regular Holidays fall on Saturday, the preceding Friday shall be considered an authorized holiday for those classifications and operational sections whose normal work schedules do not include Saturday work. Whenever a Regular Holiday falls on Sunday, the following Monday shall be considered an authorized holiday for those classifications and operational sections whose normal work schedules do not include Sunday work.

Section 13.4 - MLK Holiday. Any employee who wants Martin Luther King Day as a holiday, shall notify his supervisor in writing using a request form provided by the Medical Center by no later than the 31st day of December of the year immediately preceding the one in which the requested holiday falls. The supervisor shall provide the employee with an answer to such request within five (5) working days following receipt of the request. If an employee requests the Martin Luther King holiday and is required to work on that day, the provisions of Sections 13.5 and 13.6 of this Article 13 shall apply to that employee.

Any employee who does not request Martin Luther King Day as a holiday shall be credited with an accrued Personal Holiday as provided in Section 13.7 of this Article 13.

Section 13.5 - Pay for Work on Holiday. An employee who is required to work on a Regular Medical Center Holiday shall be compensated therefore at two and one-half (2-1/2) times his basic hourly rate for a minimum of three (3) hours or the actual hours worked whichever is the greater.

Section 13.6 - Pay for Holiday on Employees Regular Day Off. If a Regular Medical Center

Holiday or the King Holiday falls on an employee's regularly scheduled day off and the employee is eligible for paid holiday compensation as provided in this Article 13, he shall, upon advanced approval, be given another day off with straight-time pay to compensate therefore within thirty (30) calendar days preceding or thirty (30) calendar days following the holiday. If it is not possible to give the employee another day off within this period, he or she shall be paid extra straight-time compensation for the number of hours in a regularly scheduled workday, but such hours shall not count as hours worked in that workweek.

Section 13.7 - Personal Holidays. In addition to the six (6) Regular Medical Center Holidays and the King Holiday, each regular employee who works twenty (20) hours or more per week, is eligible for the accrual of Personal Holidays. Personal Holidays are accrued by eligible employees as follows:

On January 1 of any calendar year, if employee has not requested the King Holiday, 1 Personal Holiday.

On April 1 of any calendar year, 1 Personal Holiday.

On June 1 of any calendar year, 1 Personal Holiday.

On September 1 of any calendar year, 1 Personal Holiday.

In addition to the foregoing each employee shall accrue one (1) additional personal holiday on each January 1.

Employees who have accrued Personal Holidays during their probationary period shall not be eligible to use such holidays unless and until they have completed their probationary periods.

The Personal Holiday shall be taken on days chosen by the employee, subject to his having given a minimum of two (2) weeks' notice and provided his absence on that day will not unduly hamper operations. An employee desiring a certain day as a Personal Holiday shall notify his supervisor of the day(s) in writing, on a form provided by the Medical Center. The supervisor will indicate approval or rejection of the request within three (3) working days following receipt of the request. Personal Holidays will be considered provisionally scheduled until two (2) weeks before the scheduled date and may be superseded by a more senior employee until two (2) weeks before the scheduled date. When timely employee Personal Holiday requests conflict, choice of Personal Holiday shall be given in seniority preference among employees within the same classification, and on the same shift. The foregoing notwithstanding a request by an employee who has given timely notice of his desire to utilize a Personal Holiday on his birthday, shall be given preference to a request by a more senior employee in the same classification.

The employee who has one (1) or more Personal Holidays accrued but not used may, subject to his manager's approval, which shall not be unreasonably withheld, use the day(s) as emergency day(s) off with pay when circumstances justify such use. When an employee wishes to make such use of the day(s) he must notify his manager as soon as possible, in no case later than his scheduled reporting time, and specify the reason for his absence.

It shall be each employee's responsibility to request his Personal Holidays, observing the rules of his area. Failure to request his holidays shall not entitle him to "carry over" holidays into the next calendar year nor entitle him to extra payment in lieu of the holidays. Managers will post notices of accrued, unused Personal Holidays during the first week of October each year and employees will be required to schedule the dates of their remaining Personal Holidays not later than the second week of October each year.

An employee who is eligible for use of accrued vacation time may use a vacation day, subject to the same conditions, as a personal holiday when he has no Personal Holiday accrued. If, due to emergency reasons, the manager must ask an employee to forego his scheduled Personal Holiday within one (1) workweek of the scheduled day, the employee shall be paid time-and-one-half for hours worked on that day and his Holiday shall be rescheduled. If the Personal Holiday cannot be rescheduled during that calendar year the employee is entitled to an extra day's pay; hours thus paid for do not count as hours worked.

Employees who have completed their probationary period shall, upon termination or layoff be compensated for unused personal holidays within the calendar year in which such personal holidays were accrued.

An employee who is on layoff or leave of absence status on any of the above accrual dates shall not accrue the Personal Holiday for that date.

Section 13.8 - Rotation of Staff on Holidays. The Medical Center agrees to rotate work assignments on all regular Medical Center holidays for all employees. Such rotation shall be in accordance with the following guidelines:

- A. Assignment shall be distributed in seniority order among all employees who have successfully completed their probationary period, and thereafter rotated equitably on an annual basis. Upon successful completion of their probationary period, such employees shall be added to the rotation schedule.
- B. Holiday staffing schedules shall be determined annually and posted not later than the second week of March each year; Such schedules shall commence on the Memorial Day Holiday, and will cover each holiday thereafter through the New Year's Day Holiday of the following year.
- C. Once holiday staffing assignments have been determined and the annual schedule posted, should an employee wish to change a holiday assignment with another, such change will be allowed consistent with the terms described herein utilizing the following procedure:

Both employees involved in the change and the Medical Center, in its discretion, which will be exercised for good faith operational and other good faith business reasons, must agree in writing.

Such agreement shall be signed by both parties and submitted to appropriate supervision at least two weeks in advance of the first regular holiday affected by the change. Each employee is therefore obligated to work in accordance with this request and a failure to do so will subject the employee to appropriate corrective action.

- D. Should an employee be unavailable to work their designated holiday, the holiday shall be reassigned to the next employee in the rotation schedule. The then unavailable employee shall replace that employee on the rotation schedule.
- E. Those employees assigned to work in accordance with this rotation shall be compensated as provided under Section 13.5 of the Agreement. In addition, if such employee(s)' normal work schedule would not have required them to work on the day of the regular holiday, such employee(s) will be permitted an alternate rest day, so that the total number of regularly scheduled working hours (including holiday) shall not exceed forty (40) in one week.

The Medical Center reserves the right to make modifications to the holiday schedule should staffing needs change after such schedules have been posted and, to the extent possible, will provide a reasonable period of notice to affected employees.

ARTICLE 14 -VACATION WITH PAY

Section 14.1 - Vacation Eligibility. Regular employees who are scheduled to work 20 or more hours per week begin accruing vacation hours immediately upon hire or change in status. Employees regularly scheduled to work less than 20 hours per week are ineligible for vacation benefits. An employee who is engaged on a temporary basis or who is hired to work irregular hours without a fixed standard workweek, shall not be eligible for a vacation with pay regardless of the number of hours he actually works per week.

The length of the annual vacation pay for an eligible employee in the bargaining unit hired before November 4, 1998 shall be as follows:

From hire through 7 complete years of employment	3 standard workweeks
8 or more years through 19 complete years of employment	4 standard workweeks
20 or more years of employment	5 standard workweeks

The length of the annual vacation pay for an eligible employee in the bargaining unit hired on or after November 4, 1998 shall be as follows:

From hire through 5 years of employment	2 standard workweeks
6 or more years through 10 years of employment	3 standard workweeks
11 or more years of through 19 complete years of employment	4 standard workweeks
20 or more years of employment	5 standard workweeks

"Years of Service" is defined as the employee's total period of continuous employment at the Medical Center. "Workweek" and "workday" are defined as the number of hours in the employee's standard workweek and workday.

Section 14.2 - Vacation Accrual. Vacation time shall accrue on a biweekly basis at the rate of one-twenty-sixth (1/26) of the total annual hours of vacation due the employee for each completed pay period of employment, but no vacation shall accrue for a pay period during which the employee is in out-of-pay status, leave of absence or short term disability for that pay period. For purposes of providing vacation relief, the Medical Center shall utilize the pool of employees in the appropriate

job classifications throughout all zone areas. Vacation accrual is limited to one and one-half (1-1/2) times the annual amount and ceases whenever that limit is reached. Upon reaching the accrual limit the employee shall be notified by the Medical Center and directed to schedule vacation time. Vacation accrued above the limit shall not be lapsed unless the employee refuses to take time off as instructed.

Section 14.3 - Authorized Absence and Years of Service for Accrual. Authorized absences caused by illness or injury and approved leaves of absence shall not be interpreted as an interruption of continuous service for the purpose of computing the employee's years of service.

Section 14.4 - Vacation Scheduling. Insofar as may be consistent with the needs of the Medical Center, vacations shall be granted at the time of year selected by the employee, provided, however, that in scheduling vacations to fit the needs of both the employees and the Medical Center, no employee shall be deprived of his accrued annual vacation except as provided in Sections 14.6 and 14.9 of this Article 14. For purposes of providing vacation relief, the Medical Center shall utilize the pool of employees in the appropriate job classifications throughout all zone areas.

Employees may elect to split their annual vacations into three (3) periods. In the event an employee elects to split his vacation, he may use his seniority preference with respect to his first choice. His second choice may not be made until all other employees in his classification have had the opportunity of selecting their first choice vacation period. If an employee does not make selections of vacation periods during the time provided for doing so on the basis of seniority, then, he shall lose his right to select using seniority preference until all other employees in his classification have been given the opportunity of selecting.

Within four (4) weeks after the annual vacation scheduling has occurred, the Medical Center will respond to the employee's written vacation request in writing on a form supplied by the Medical Center. For vacations not taken as part of the annual bid, employees must submit vacation request not later than four (4) weeks in advance of the desired time off. The manager will respond to the employee's written vacation request within two (2) weeks on a form supplied by the Medical Center. When considering these later bids, preference will be given to full weeks of vacation over part-weeks, and then in seniority order where some but not all weeks of vacation can be granted. Employees may not displace bidders once their vacation is awarded.

Section 14.5 - Emergency Cancellations. The Medical Center may, to meet emergencies, request an employee to forego all or any part of his annual vacation, but in all such cases the Medical Center shall pay the employee the vacation allowance to which he is entitled in addition to the standard compensation earned by him by working during said vacation period. The Medical Center shall not request an employee to forego all or any part of his vacation for two (2) successive years.

An employee who has had a vacation cancelled at the written request of the Medical Center will be reimbursed for forfeited cancellation costs as described below provided all of the following are met: (a) the employee's vacation was scheduled and approved by UCMC in writing at least four (4) weeks in advance; (b) the employee upon notice from UCMC of an intent to cancel a vacation provided UCMC notice in writing of the cost that would be incurred from the cancellation; and (c) the Medical Center elected to proceed after notice. Up to \$750 will be reimbursed per cancelled

vacation per employee. Only airfare and lodging may be reimbursed. An employee who has trip insurance to cover the cost and/or receives a credit from an airline/lodging provider to use at a later time will not be reimbursed for those costs beyond the cost of any deductible, penalty or change fee. The cost that is reimbursed will be limited to \$750 per employee per vacation. To avoid incurring such costs, UCMC may require one or more other employee(s) to work the shifts (including on an overtime basis) or to forgo a vacation or personal holiday if penalties are lower.

Section 14.6 - Holidays Within Vacation Period. When a Medical Center observed holiday falls within an employee's vacation period, those vacation hours will not be deducted from the employee's vacation accruals. The employee may elect to extend the vacation period by the number of hours of paid holiday allowance to which the employee is entitled for that holiday, to compensate therefore, provided however, the employee makes the election to extend the vacation at the time the vacation period is selected.

Section 14.7 - Vacation Compensation. Compensation during paid vacation shall be at the employee's basic straight-time hourly rate in effect at the time the vacation is taken except that employees who are working on fixed, premium shifts and who have worked on fixed, premium shifts for one (1) or more continuous years at the time vacation is taken will continue to receive regular shift premium payment while on paid vacation. Employees who are on rotating shift schedules and who have worked seventy-five percent (75%) or more of their scheduled work hours on premium shifts during the year immediately preceding the beginning date of vacation shall receive that part of regular shift payment which is proportional to the time worked on premium shifts the preceding year.

Section 14.8 - Vacation Payment on Termination of Employment. Eligible employees who terminate employment, or are laid off shall be paid for accrued vacation due up to the effective date of such termination or layoff.

Section 14.9 - Vacation Day in Lieu of Personal Holiday. An employee who is eligible for use of accrued vacation time may use a vacation day, subject to the same conditions, as a personal holiday when he has no Personal Holiday accrued.

Section 14.10 - Substitution of Sick Leave for Vacation for Bona Fide Illness or Injury. If paid sick leave occurs prior to and extends into a scheduled vacation, the employee may request that the vacation be postponed to some other period during the year. If an employee is admitted as a hospital inpatient due to an emergency illness or accident after the vacation has started, the period of hospitalization and recovery may, at the employee's request, with appropriate documentation, be taken as sick leave and the remaining vacation time rescheduled.

In both cases the rescheduling of vacation will depend on the department's ability to do so without disruption of services.

ARTICLE 15 -HEALTH AND SAFETY

Section 15.1 - Safety Committee. The Union and the Medical Center agree that safe working rules and practices are essential to reduce health and accident hazards on the job. Therefore, the Union and the Medical Center undertake to promote full recognition by every employee of his responsibility to prevent accidents to himself and his fellow employees. In furtherance of these

objectives it is agreed that one representative from the Medical Center Plant Department will be appointed by the Medical Center and the Union as a permanent member of the Safety Committee, to serve for a period of not less than twelve (12) months. The names of the Safety Committee members shall be posted annually. Safety Committee meetings could be convened at the request of either party in June, July and August.

Section 15.2 - Employee Compliance with Safety Rules. All employees shall conform to all health and safety rules of the Medical Center presently in effect or which may be put into effect from time to time by the Medical Center. All changes should be posted within fourteen (14) calendar days and a copy sent to the Union Office.

Section 15.3 - Safety Equipment. The Medical Center shall continue to make such provisions at the Medical Center for the health and safety of the employees and to provide protective devices, non-prescription safety glasses, clothing and other equipment for proper protection as determined necessary by the Medical Center. The Medical Center will pay up to two hundred dollars (\$200) per calendar year for Medical Center approved safety shoes unless an employee's shoes need to be replaced earlier due to damage while on the job. All employees are required to wear such shoes during all working hours.

Section 15.4 - Worker's Compensation Act Coverage. New employees hired on or after September 1, 1973, who are injured in connection with their work or who suffer from an occupational connected disease shall receive the benefits prescribed by the Illinois Worker's Compensation Act.

Employees hired prior to September 1, 1973, shall receive payment from the Medical Center to supplement Worker's Compensation benefits to the level of their regular earnings for a period of six (6) months following the first date of certified disability. If an employee has been disabled and collecting Worker's Compensation benefits, and returns to work before the expiration of the six (6) month period specified in this Section, he shall be eligible to receive supplemental payments from the Medical Center for any unused portion of the six (6) months provided in this Section if it is determined that he is unable to work due to the previous injury. If an employee returns to work after injury and suffers aggravation of the original injury, as determined according to the Illinois Worker's Compensation Act, he shall be entitled to an additional full six (6) months of the benefits specified in this Section.

For any absence brought about because of occupational injury or illness the Medical Center will continue to pay its share of health and life insurance premiums as long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or Occupational Diseases Act. The employee must pay the employee's share of premiums directly to the Comptroller's Office, unless the Worker's Compensation benefit is being supplemented by either sick pay or vacation pay in which case the employee's share will be deducted from the supplemental payment.

ARTICLE 16 -ACCIDENT AND SICKNESS

The Medical Center agrees to provide Accident and Sickness coverage for employees with one (1) or more years of continuous service. Following is a general description of the benefits and conditions of this Plan:

1. Any eligible employee who is absent from work because of a non-work connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence or, at his option he may use some or all of any accrued sick leave to delay the beginning of his benefit payments under this Article.
2. The benefit payment will be forty percent (40%) of basic straight-time hourly earnings, at a minimum of Two Hundred Fifty Dollars (\$250.00) per week for full-time employees. Such benefits to continue so long as the employee is disabled until the end of a thirteen (13) week period that begins with the first day of absence.

ARTICLE 17 -WAGES AND HOURS

Section 17.1 - Workday and Work Week Defined.

- A. The provisions of this Article are intended only to provide a basis for calculating straight-time, overtime and premium payments, and shall not be construed as a guarantee of hours of work per day or per week. Overtime or premium payments shall not be pyramided or paid under more than one provision of this Agreement for the same hours worked. It is understood by the parties hereto that eight (8) hours shall constitute a normal workday. Employees shall be paid at straight-time hourly rates for all hours worked up to forty (40) in one (1) workweek but not other hours for which the Medical Center pays but for which work is not performed, including sick leave (see Sections 12.1(G)) and all holidays (see Sections 13.1 through 13.8).

Subject to subsection B. below, the normal workweek for all part-time employees shall consist of four (4) hours per day, five (5) consecutive days, Sunday through Saturday. The exceptions are employees in the Building Engineer Operating Engineer-Licensed, and Refrigeration classifications.

Subject to subsection B. below, the normal workweek for all full-time employees shall consist of eight (8) hours per day, five (5) consecutive days per week, Sunday through Saturday. The exceptions are employees in the Building Engineer Operating Engineer-Licensed, and Refrigeration classifications.

- B. The parties pledge to work together in seeking the appropriate means to establish work schedules which maximize the number of full time Materials Specialists with consecutive days off. It is recognized that in order to maximize the number of full-time employees with consecutive days off, there may be a need to also establish additional part-time twenty (20) and twenty-four (24) hour per week positions that do not include consecutive day work schedules. The parties further pledge to work together in establishing work schedules that will minimize the number of part-time Material Specialists.

The parties further recognize that work schedules may need to be reviewed and revised from time to time, based upon changing needs of the Medical Center in the receipt, storage and delivery of supplies to the various Medical Center Departments and Care Centers. If the number of schedule changes will exceed two (2) per calendar year, the Medical Center will immediately inform the Union of this need and the Union will be given the opportunity to meet and discuss alternatives to the proposed schedule change, as well as at least two (2) weeks' notice to employees whose

schedules are changed. The Medical Center may post a vacant position on any shift that meets the current needs of the department and this will not be counted as a schedule change.

All employees in the department affected by the schedule change shall have the right to exercise Section 8.6, Shift Assignment Rights, by notifying their manager within fifteen (15) calendar days of receiving notice of the change or when the employee reasonably should have received notice.

The parties further recognize that a minimum of two Material Specialist positions will be scheduled as Monday through Friday positions, with regularly scheduled off days of Saturday and Sunday. The parties also recognize that the minimum will increase to three (3) if the total number of full-time Material Specialist increases to thirty (30). The positions recognized in this section will be awarded to employees based on their seniority.

The parties have negotiated and adopt these scheduling provisions and the other provisions of this Agreement in lieu of those of the Chicago Fair Workweek Ordinance, and any similar ordinance or law that may be enacted, the terms of which are expressly waived as permitted by law.

Section 17.2 - Daily and Weekly Overtime. Employees shall be paid one and one-half (1-1/2) times the basic straight-time hourly rate for all hours worked in excess of forty (40) in one (1) workweek.

Section 17.3 - Pay for Scheduled Return to Work. Employees shall be paid at one and one-half times their basic straight-time hourly rate for a minimum of four (4) hours or for the actual hours worked, whichever is greater, when:

- A. Required to return to work for duty assignments scheduled in advance;
- B. Required by the Medical Center to work on their regular days off each week. "Regular days off" each week are defined as Saturday and Sunday or the sixth and seventh days of the employee's workweek regularly taken off each week in lieu of Saturday and Sunday. This provision shall not apply to employees who, because of the nature of their duties, have special work schedules which require them to work a part of their regular days off each week, provided, however, that in such cases the employee shall be paid at time and one-half for the hours actually worked on his regular days off.

Section 17.4 - Call-Back Pay. Employees called back by the Medical Center for emergency work, after having gone home, shall be paid at one and one-half (1 ½) times their basic straight-time hourly rate for a minimum of four (4) hours or for the actual hours worked, whichever is greater, when such work period is discontinuous with the employee's next regular shift. When the emergency work period continues into the employee's next regular shift, Section 17.13 will apply.

Section 17.5 - Effect of Illinois Six-Day Work Week Law. The Medical Center shall not require an employee to take equivalent time off to compensate for overtime except as may be required under the Illinois Six-Day Work Week Law.

Section 17.6 - Workweek for Calculating Overtime. For purposes of computing overtime, workweek is defined as the seven (7) days beginning on Sunday and ending on the following Saturday.

Section 17.7 - Distribution of Overtime. Overtime shall be divided as equally as possible among the qualified employees within their classification in order of seniority. Notwithstanding this language, in the event an employee is absent from work without having requested paid time off and had that time off approved in advance by his or her supervisor during the seven (7) day period preceding the date of which overtime has or would be scheduled, the Medical Center may at its option not assign the overtime work (whether or not already assigned) or reassign the work to another employee.

A weekly overtime sign-up list will be posted at one central location in the Plant, Receiving and General Stores areas no later than the Wednesday prior to the overtime period. Any employee may sign up for overtime on a day by day basis. An employee who chooses not to sign up for overtime will be considered as having refused overtime in the event that overtime is offered. Employees will be notified about available overtime at least one day in advance, except where management has no advance knowledge of the need for overtime. Prior to being selected for overtime, an employee may remove his/her name from the overtime sign up list as long as management is given at least one-day notice, except for a bona fide emergency.

The Medical Center recognizes that certain classifications may elect not to utilize overtime sign-up sheets but, rather, to maintain the current procedures for filling overtime hours. The parties agree that the Building Engineer, Operating Engineer-Licensed, Helper, Painter and Material Specialists classifications will utilize the overtime sign-up sheet. The overtime records and sign-up sheets shall be available for inspection at any time at the request of the Union. Where utilized, the overtime list, including refusals, shall be posted and shall be updated monthly. The Union and Medical Center shall designate a representative to help oversee the distribution of overtime hours.

Overtime will be awarded to qualified employees irrespective of zone assignment.

Section 17.8 - Holiday Hours for Calculation of Overtime For authorized Medical Center holidays on which payment is regularly allowed an employee at the straight-time hourly rate for the normal workday, such hours shall not be considered as time worked in computing overtime payment due for the workweek.

Section 17.9 - Shift Premiums. . Shift Premiums shall be paid to employees working the second and third shifts as provided below in addition to the base hourly rate. For purposes of this Agreement the first shift shall be designated as the one normally starting on or about 7:00 a.m., the second shift on or about 3:00 p.m., and the third shift on or about 11:00 p.m., provided however, that the hours of starting of such shifts shall be subject to seasonal variations.

Supply Chain (Material Specialist, Leads, and Max) and Grounds Laborer

- A. Second Shift: eighty cents (\$0.80) per hour
- B. Third Shift: ninety cents (\$0.90) per hour

Plant Operations (Building Engineers, Skilled Trades, including Leads) and Grounds Mechanic (including Leads)

- A. Second Shift: one dollar and sixty-five cents (\$1.65) per hour

B. Third Shift: two dollars and twenty-five cents (\$2.25) per hour

Section 17.10 - Weekend Premiums. Employees regularly scheduled to work shifts on both Saturday and Sunday beginning on or after 12:00 midnight Saturday night and before 12:00 midnight Sunday night shall be paid a Sunday premium of four percent (4%) in addition to their regular straight-time hourly rates for hours worked in such shifts. Sunday premium pay shall be in addition to any shift premium pay due employees under Section 17.11 of this Article 17.

Section 17.11 - Reporting Early Pay. A regular employee who, after having left the premises, is notified to report to work early for his next scheduled starting time shall be paid two (2) times his regular hourly rate for up to two (2) hours work performed prior to such scheduled starting time and shall be paid one and one-half (1 ½) times his regular rate for all work in excess of two (2) hours performed prior to such scheduled starting times.

Section 17.12 - Breaks and Clean-Up Time. Except in case of emergency each employee shall be allowed one (1) fifteen (15) minute rest break during each half-shift, to be taken at times established by management. Each employee shall also be allowed ten (10) minutes clean-up time at the end of his shift.

ARTICLE 18 - NOTICE OF CORRECTIVE AND DISCIPLINARY ACTION

Employees shall be informed that they are entitled, on request, to Union representation during the course of any investigatory interview initiated by a Medical Center representative if the employee reasonably believes that such interview might result in disciplinary action.

The parties agree that a fairly administered progressive corrective action procedure can be effective in identifying and remedying many problems which interfere with employee job performances; they recognize, however, that very serious offenses may warrant immediate discharge. Examples of serious offenses are theft, physical violence, use of intoxicants or drugs, gross insubordination, deliberate or malicious damage to Medical Center property or falsification of payroll or other records. No corrective action shall be taken without just cause. There shall be no change in the present progressive corrective action procedures without reaching an agreement with the Union.

Employees shall be furnished a copy of the corrective action notice when issued and one (1) copy shall be sent to the Union. Except for serious offenses, the progressive corrective action process shall not be advanced if six (6) months or more have elapsed since the incident giving rise to the employee's last previous corrective action. After six (6) months from the date of issue, notices of corrective action shall remain only in the permanent central file.

Corrective actions in an employee's file will not be furnished or shown to prospective employers absent specific authorization by that employee or as required by law.

The Medical Center at its discretion may suspend bargaining unit members pending investigation without pay for serious offenses. However, the Medical Center agrees that no bargaining unit member shall remain on unpaid suspension pending investigation for more than fourteen (14) calendar days. If the Medical Center has not imposed corrective action within that time and the bargaining unit member is to remain on suspension pending investigation for more than

fourteen (14) calendar days, such additional time shall be with pay. If the bargaining unit member does not make themselves available for administrative interviews, such time shall not count toward the fourteen (14) days.

ARTICLE 19 -TRANSFERS

An employee temporarily transferred by management to a higher rated job shall receive from the time of his transfer a higher rate of pay based on the classification of the higher position. An employee temporarily transferred to a lower rated job shall maintain his regular rate of pay. However, an employee voluntarily transferred to a lower rated position to avoid layoff shall be paid the appropriate rate of the lower position. The Medical Center agrees that involuntary permanent transfers, including shift transfers of officers, or stewards should not be made except in instances where operational efficiency requires such transfers. Should transfers of Officers or Stewards become necessary, the Medical Center shall notify the Union of such transfer at least ten (10) days in advance of the effective date of the transfer.

ARTICLE 20 -UNIFORMS

- A. Supply Chain Employees: UCMC will supply one set of uniforms (shirts and trousers) to employees. Worn items upon return will be replaced.
- B. Other Bargaining Unit Employees. The Medical Center agrees to furnish, launder, and clean uniforms and/or work clothes (shirts and trousers) weekly for all other employees. Employees will receive five (5) changes of work clothes per week. In addition, coveralls will be made available in those cases where extraordinary dirty tasks are to be performed. The Medical Center agrees to consider the desires of employees by established and related occupational groups with reference of type, material, color and style of such work clothes, but the Medical Center reserves the right to make the final decision. Employees shall wear the uniforms provided.

The parties agree to establish a committee to review and discuss service issues related to employee uniforms, including laundering, replacement of unserviceable uniforms. The committee shall consist of three (3) representatives from the bargaining unit, selected by the Chief Steward and three (3) representatives from management.

ARTICLE 21 - TOOLS

The Medical Center agrees to continue its practice of replacing with quality tools, worn-out or broken tools of a "basic" nature, personally owned by an employee in the Medical Center Plant Department. A "basic" tool is one which is considered essential to the ordinary performance of the trade or occupation of the employee concerned. Lists of "basic" tools for each respective trade or occupation are on file in the Medical Center Plant Department Office. The Medical Center shall furnish a list of "basic" tools to each employee concerned.

The Medical Center agrees to meet annually with the Union to review basic tool lists. Major Medical Center owned tools will not be removed from the premises of the Medical Center by an employee without the expressed consent of his supervisor.

ARTICLE 22 -BENEFITS

- A. During the term of this Agreement, employees covered by this Agreement shall remain

eligible to participate in the following benefit programs to the same extent and on the same terms that such programs made available to other Medical Center personnel. If during the term of this Agreement, the Medical Center decides to remove or change any of the benefits provided under these plans set forth below, the Medical Center will give SEIU notice of the Medical Center's planned design changes as soon as practical and at least fourteen (14) days before notice is provided to employees of UCMC's intention to implement these changes for employees (for fourteen (14) days before implementation if sooner). This obligation shall not apply to routine plan administrative changes (including changes in fiduciaries, providers, formulary lists, etc.) but only material changes to an employee's benefits. If either party requests a meeting within ten (10) days of such notice, parties will meet within fourteen (14) days to bargain the effects of such changes (but UCMC will not be obligated to bargain over its decision to make the change). The effects-only bargaining provided for under this provision will not delay UCMC's implementation of the changes or the effective date of any changes.

- A. Employee Retirement Plans
- B. Group Life Insurance Programs (but not less than \$50,000 for full time employees and \$12,000 for part-time employees)
- C. Medical Insurance
- D. Dental Insurance
- E. Vision Services Plan (VSP)
- F. Flexible Spending Accounts (medical, dependent care and transportation)
- G. Long Term Disability Plan
- H. Personal Accident Insurance Plan
- I. Tuition Reimbursement Plan (University of Chicago courses for employees and their children).
- J. Tuition payment plans/repayment obligations
- K. Employee Assistance Program

B. Contribution Schedule for Employees

1. Full-time Employees shall contribute the following percentages toward their insurance premiums for the identified healthcare plans referenced below. Reference to plan names is not intended to limit the language of prior section regarding elimination or changes to plans or prevent the establishment of new plans. Absent other agreement, the portion of premiums paid by employees for other new plans shall not exceed 23 % for individual coverage or 25% for all other coverages.

Plan						
	Tier	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
UCHP¹	Employee Only	21.0% NC	22.0%	23.0%	23.0% NC	23.0% NC
	Employee + Spouse	24.8% NC	25.0%	25.0%	25.0%	25.0%
	Employee + Child(ren)	25.0% NC	25% NC	25% NC	25% NC	25% NC
	Employee + Family	21.0% NC	22.25%	23.5%	24.5%	25.0%
BC/BS PPO¹	Employee Only	21.0% NC	22.0%	23.0%	23.0% NC	23.0% NC
	Employee + Spouse	25.0% NC	25.0% NC	25.0% NC	25.0% NC	25.0% NC
	Employee + Child(ren)	25.0% NC	25.0% NC	25.0% NC	25.0% NC	25.0% NC

Plan						
	Tier	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
	Employee + Family	21.0% NC	22.25%	23.5%	24.5%	25.0%
Advantage	Employee Only	12.0% NC	13.0%	14.0%	14.5%	14.5% NC
	Employee + Spouse	13.0% NC	14.5%	16.0%	17.5%	18.5%
	Employee + Child(ren)	13.0% NC	14.5%	16.0%	17.5%	18.5%
	Employee + Family	13.0% NC	14.5%	16.0%	17.5%	18.5%
Standard Plan	Employee Only	8.5% NC	8.5% NC	8.5% NC	8.5% NC	8.5% NC
	Employee + Spouse	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC
	Employee + Child(ren)	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC
	Employee + Family	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC

NC = No Change to premium percentage in this year.

- At no time during the life of this Agreement will any full-time bargaining unit employee pay more than 23 % of the cost of single coverage or more than 25% of the cost of any other coverage.
- Part time employees, if any, shall contribute at twice the percentage of full-time employees, but not more than 50% of the total coverage cost.
- The Medical Center contributions toward the medical and dental plan coverage are applicable only for employees who are in active pay status, except as provided in Sections 12.4 and 15.4 of this Agreement.
- Health insurance coverage for new employees will begin the first month following the first thirty days of employment.

ARTICLE 23 -OTHER PRACTICES

Certain benefits and practices from which employees may benefit presently exist which are not spelled out in this Agreement and it is understood that their continuation for the period of this contract is not guaranteed. Such benefits and practices include but are not limited to facilities, security, transportation, parking, and escort services. When the Medical Center finds it necessary to eliminate or make changes in any such existing benefits or practices that might adversely affect employees, there will, if possible, be prior notification to the Union and at the request of the Union the Medical Center will discuss the effect of such changes on employees (but not the decision). It is understood that any discussions will not delay implementation and that the failure to reach agreement in such discussions does not obligate the Medical Center to proceed to arbitration on these issues involved.

ARTICLE 24 -APPRENTICES

The established "in-plant" training period for apprentice Building Mechanics and Building Engineers shall be the 48-month period of continuous employment set forth in Schedule "A" of this contract. Equivalent apprentice experience in other employment may, in the discretion of the Medical Center be substituted for an equal period of Medical Center employment and the starting rate for such apprentices adjusted accordingly.

The approved Standards of Apprenticeship agreed to by the Medical Center and the Union, registered on March 9, 1982 by the Bureau of Apprenticeship and Training, shall remain in effect for the term of this Agreement.

So long as the Medical Center in its discretion deems it practicable, it will make every effort to maintain the present ratio of one (1) apprentice to approximately five (5) journeymen, or major fraction thereof. Whenever sufficient competent journeymen mechanics cannot be obtained, the Medical Center may, in its discretion, employ a larger proportionate number to fill such vacancies and will confer with the Union when this becomes necessary, but reserve the right to make the final decision. The Medical Center may, in its discretion at all times employ at least one (1) apprentice in each of the recognized classifications of Journeyman Building Mechanics, and Building Engineers set forth in Schedule "A" of the contract.

ARTICLE 25 -LABOR-MANAGEMENT CONFERENCES

Section 25.1 - Purpose. The Union and the Medical Center mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held quarterly or otherwise, by mutual agreement of the parties. The meetings will be held between representatives of the employees and management, such meetings to be referred to as "Union-Management Conferences."

Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the Medical Center or the Union, or to both, by the persons present at any conference. Such meetings shall be exclusive of the Grievance Procedure provided for by Article 9, and grievances shall not be considered at such meetings; nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

Section 25.2 - Representatives. The Medical Center representatives shall consist of the Medical Center's Manager, Employee/Labor Relations or designee, and such other persons as he may from time to time invite, not to exceed six (6) in number. The representatives of the Union, not to exceed seven (7) in number, shall consist of Officers, Stewards and concerned employees.

Section 25.3 - Meetings. The time, date and place of the meetings shall be agreed upon by the parties. When such meetings are scheduled during an employee's working hours, no employee shall lose pay for time spent attending such meetings.

Section 25.4 - Minutes. A representative of the Medical Center shall keep minutes of each conference and distribute copies of the minutes within seven (7) days to all persons who were present.

ARTICLE 26 -FEDERAL AND STATE LAWS, MUNICIPAL ORDINANCES AND EXECUTIVE ORDERS

If any law, judicial ruling, administrative order or ruling shall make this Agreement or any Article thereof illegal, or in the judgment of the Medical Center unduly burdensome, then the Medical Center may at its option terminate the affected Article or Articles thereof by written notice to the Union, and thereupon the Union and the Medical Center shall in good faith undertake the negotiations of revised Agreement or new Articles as the circumstances may require.

ARTICLE 27 -WAGE RATES

Section 27.1 - Wages Rates. The agreed on wages as set forth in Schedule "A" hereof, shall remain in effect during the period of this Agreement.

The effective dates of each respective increase will be on Sunday, February 9, 2020; Sunday, February 7, 2021; Sunday, February 6, 2022; and Sunday, February 5, 2023.

Section 27.2 - New Classification. In the event the Medical Center establishes a new job classification within the bargaining unit, in addition to those listed in the attached Schedule "A", the Medical Center will notify the Union, in advance, of the job duties and assigned rate of pay for the position. If the Union wishes to discuss the assigned rate of pay, it will notify the Medical Center of such desire within five (5) working days after receipt of the aforesaid notice. If discussion does not result in agreement on the rate of pay for the new position(s) within five (5) working days, the questions as to whether or not the Medical Center has assigned a correct rate of pay for the new position(s) shall be referred to arbitration as provided in Article 8. If the arbitrator finds that the Medical Center has not set the rate of the pay correctly, he shall so inform the parties who shall then enter into discussion as to the correct rate of pay. However, it is understood that if the foregoing procedure does not result in agreement within ten (10) working days of receipt by the Union of the Medical Center's original notice concerning establishment of such new classification(s), the Medical Center may proceed to put the new classification(s) into effect. In such case, the employee(s) placed in the new classifications(s) will be informed that the assigned rate of pay is temporary, pending resolution of the discussion between the Union and the Medical Center.

The Medical Center and the Union agree to meet at the request to either party during the life of this Agreement, to review and discuss employee's job descriptions. Such review and discussion may be accomplished in a labor/management conference, or a separate meeting will be scheduled.

ARTICLE 28 -MISCELLANEOUS

Section 28.1 - Communications. Whenever it shall be necessary or desirable for either party hereto to serve any notice upon the other, except that provided for in Article 29, such notice shall be served in person or sent by registered United States mail, postage prepaid, addressed to The University of Chicago Medical Center, Attention: Medical Center's Vice-President and Chief Human Resources Officer, 5841 South Maryland Avenue, Chicago, Illinois 60637, and to the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73, 300 South Ashland Avenue, Suite 400, Chicago IL 60607, and to the President of the Union or his designate at such addresses as shall be furnished in writing to the Medical Center. All time limits for response by the parties provided for in this Agreement, except under Article 29 and except for grievance filings and responses shall commence from the latest date of receipt or notice by registered mail by one of parties to be notified.

Section 28.2 - Letters of Agreement. This Agreement constitutes the entire Agreement between the parties and cancels all previous commitments or agreements, oral or written, between them except for Letters of Agreement as follows:

Apprentice Program
Proposals During Negotiations
Employee Training and Preparation for Advancement
Jurisdiction/Job Title
PTO
Advancement Toward Operating Engineer Licensed
Material Specialists
Subcontracting

ARTICLE 29 -TERMINATION

This agreement shall remain in effect from the start of the day on February 3, 2020 through 11:59 pm on February 2, 2024, and from year to year thereafter, subject to termination by either party hereto on any yearly expiration date with not less than ninety (90) days prior written notice to the other party.

ARTICLE 30 -NOTICE

IN WITNESS WHEREOF the parties hereunto set their hands, by their duly authorized officers on the day and year first above written.

If either party notifies the other in writing at least ninety (90) calendar days prior to the expiration date or any annual anniversary of that date, of its desire modify or amend this Agreement, then the negotiations shall commence not later than thirty (30) days subsequent to the receipt of any such notice. In the event such notice is given and the parties reach an impasse in their negotiations, then upon expiration of this Agreement, anything in this Agreement to the contrary notwithstanding this contract shall cease to have effect and the parties shall be permitted all lawful economic recourse in support of their respective positions, including the right to institute a strike or lockout in conformity with applicable law.

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #73, CTW:	FOR THE UNIVERSITY OF CHICAGO MEDICAL CENTER:
<i>DM</i> , President	DocuSigned by: <i>Tyler Carroll</i>
<i>John</i> , Union Rep	DocuSigned by: <i>Kelly Bowlson</i>
<i>Paul</i>	8641773B5A24496...
<i>Vince & Hughes</i>	
<i>John Kostick</i>	
<i>Brand Linder</i>	
<i>Robert Carson</i>	

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VP/37229738.1

Appendix A

Health Plan Rates

Plan						
UCHP ¹	Employee Only	21.0% NC	22.0%	23.0%	23.0% NC	23.0% NC
	Employee + Spouse	24.8% NC	25.0%	25.0%	25.0%	25.0%
	Employee + Child(ren)	25.0% NC	25% NC	25% NC	25% NC	25% NC
	Employee + Family	21.0% NC	22.25%	23.5%	24.5%	25.0%
BC/BS PPO ¹	Employee Only	21.0% NC	22.0%	23.0%	23.0% NC	23.0% NC
	Employee + Spouse	25.0% NC	25.0% NC	25.0% NC	25.0% NC	25.0% NC
	Employee + Child(ren)	25.0% NC	25.0% NC	25.0% NC	25.0% NC	25.0% NC
	Employee + Family	21.0% NC	22.25%	23.5%	24.5%	25.0%
Advantage	Employee Only	12.0% NC	13.0%	14.0%	14.5%	14.5% NC
	Employee + Spouse	13.0% NC	14.5%	16.0%	17.5%	18.5%
	Employee + Child(ren)	13.0% NC	14.5%	16.0%	17.5%	18.5%
	Employee + Family	13.0% NC	14.5%	16.0%	17.5%	18.5%
Standard Plan	Employee Only	8.5% NC	8.5% NC	8.5% NC	8.5% NC	8.5% NC
	Employee + Spouse	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC
	Employee + Child(ren)	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC
	Employee + Family	10.0% NC	10.0% NC	10.0% NC	10.0% NC	10.0% NC

NC = No Change to premium percentage in this year

Schedule "A" Basic Straight-Time Hourly Rates

February 9, 2020 – February 6, 2021

Position	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	68 Mos	78 Mos
Materials Specialist	\$16.21	\$16.77	\$17.36	\$17.95	\$18.60	\$19.26	\$19.91
Materials Specialist - Lead	\$17.82	\$18.38	\$18.97	\$19.56	\$20.21	\$20.87	\$21.52
Materials Specialist - Max	--	--	--	--	--	--	\$20.79

Position	Step 2	Step 3
	6 Mos	18 Mos
Building Engineer	\$37.33	\$37.74
Carpenter	\$37.33	\$37.74
Equipment Mechanic	\$37.33	\$37.74
Locksmith	\$37.33	\$37.74
Painter	\$37.33	\$37.74
Plasterer	\$37.33	\$37.74
Plumber	\$37.33	\$37.74
Operating Engineer - Licensed	\$40.13	\$40.57
Master Refrig Plant Operator	\$40.20	\$40.63
Refrigeration Plant Operator	\$39.64	\$40.06
Asst Refrigeration Plant Operator	\$38.01	\$38.43
Refrigeration Mechanic	\$37.33	\$37.75
Helper	\$30.35	\$30.73
Utility Worker	\$25.44	\$25.84
Grounds Mechanic	\$27.84	\$28.27
Grounds Laborer	\$18.91	\$19.18
Building Engineer, Lead	\$40.64	--
Carpenter, Lead	\$39.64	--
Equipment Mechanic	\$39.64	--
Locksmith Lead	\$39.64	--
Painter, Lead	\$39.64	--
Plasterer, Lead	\$39.64	--
Plumber, Lead	\$39.64	--
Operating Engineer - Licensed, Lead	\$42.97	--
Grounds Mechanic, Lead	\$30.17	--

Lead Diff: \$2.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$2.40
 \$1.90

Schedule "A" Basic Straight-Time Hourly Rates

February 7, 2021 – February 5, 2022

Position	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	68 Mos	78 Mos
Materials Specialist	\$16.53	\$17.10	\$17.71	\$18.31	\$18.98	\$19.64	\$20.31
Materials Specialist - Lead	\$18.18	\$18.75	\$19.35	\$19.95	\$20.61	\$21.29	\$21.95
Materials Specialist - Max	--	--	--	--	--	--	\$21.19

Position	Step 2	Step 3
	6 Mos	18 Mos
Building Engineer	\$38.08	\$38.49
Carpenter	\$38.08	\$38.49
Equipment Mechanic	\$38.08	\$38.49
Locksmith	\$38.08	\$38.49
Painter	\$38.08	\$38.49
Plasterer	\$38.08	\$38.49
Plumber	\$38.08	\$38.49
Operating Engineer - Licensed	\$40.93	\$41.38
Master Refrig Plant Operator	\$41.00	\$41.44
Refrigeration Plant Operator	\$40.43	\$40.86
Asst Refrigeration Plant Operator	\$38.77	\$39.20
Refrigeration Mechanic	\$38.08	\$38.51
Helper	\$30.95	\$31.35
Utility Worker	\$25.95	\$26.35
Grounds Mechanic	\$28.39	\$28.84
Grounds Laborer	\$19.29	\$19.56
Building Engineer, Lead	\$41.39	--
Carpenter, Lead	\$40.39	--
Equipment Mechanic	\$40.39	--
Locksmith Lead	\$40.39	--
Painter, Lead	\$40.39	--
Plasterer, Lead	\$40.39	--
Plumber, Lead	\$40.39	--
Operating Engineer - Licensed, Lead	\$43.78	--
Grounds Mechanic, Lead	\$30.74	--

Lead Diff: \$2.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$2.40
 \$1.90

Schedule "A" Basic Straight-Time Hourly Rates

February 6, 2022 – February 4, 2023

Position	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	68 Mos	78 Mos
Materials Specialist	\$16.86	\$17.45	\$18.06	\$18.68	\$19.36	\$20.04	\$20.71
Materials Specialist - Lead	\$18.54	\$19.12	\$19.74	\$20.35	\$21.02	\$21.71	\$22.39
Materials Specialist - Max	--	--	--	--	--	--	\$21.59

Position	Step 2	Step 3
	6 Mos	18 Mos
Building Engineer	\$38.84	\$39.26
Carpenter	\$38.84	\$39.26
Equipment Mechanic	\$38.84	\$39.26
Locksmith	\$38.84	\$39.26
Painter	\$38.84	\$39.26
Plasterer	\$38.84	\$39.26
Plumber	\$38.84	\$39.26
Operating Engineer - Licensed	\$41.75	\$42.20
Master Refrig Plant Operator	\$41.82	\$42.27
Refrigeration Plant Operator	\$41.24	\$41.67
Asst Refrigeration Plant Operator	\$39.54	\$39.99
Refrigeration Mechanic	\$38.84	\$39.28
Helper	\$31.57	\$31.97
Utility Worker	\$26.47	\$26.88
Grounds Mechanic	\$28.96	\$29.42
Grounds Laborer	\$19.67	\$19.95
Building Engineer, Lead	\$42.16	--
Carpenter, Lead	\$41.16	--
Equipment Mechanic	\$41.16	--
Locksmith Lead	\$41.16	--
Painter, Lead	\$41.16	--
Plasterer, Lead	\$41.16	--
Plumber, Lead	\$41.16	--
Operating Engineer - Licensed, Lead	\$44.60	--
Grounds Mechanic, Lead	\$31.32	--

\$2.90
Lead Diff: \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$2.40
 \$1.90

Schedule "A" Basic Straight-Time Hourly Rates

February 5, 2023 – February 2, 2024

Position	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	68 Mos	78 Mos
Materials Specialist	\$17.20	\$17.80	\$18.42	\$19.05	\$19.74	\$20.44	\$21.13
Materials Specialist - Lead	\$18.91	\$19.51	\$20.13	\$20.76	\$21.44	\$22.15	\$22.84
Materials Specialist - Max	--	--	--	--	--	--	\$22.01

Position	Step 2	Step 3
	6 Mos	18 Mos
Building Engineer	\$39.62	\$40.05
Carpenter	\$39.62	\$40.05
Equipment Mechanic	\$39.62	\$40.05
Locksmith	\$39.62	\$40.05
Painter	\$39.62	\$40.05
Plasterer	\$39.62	\$40.05
Plumber	\$39.62	\$40.05
Operating Engineer - Licensed	\$42.58	\$43.05
Master Refrig Plant Operator	\$42.66	\$43.11
Refrigeration Plant Operator	\$42.06	\$42.51
Asst Refrigeration Plant Operator	\$40.33	\$40.79
Refrigeration Mechanic	\$39.62	\$40.06
Helper	\$32.20	\$32.61
Utility Worker	\$27.00	\$27.42
Grounds Mechanic	\$29.54	\$30.01
Grounds Laborer	\$20.07	\$20.35
Building Engineer, Lead	\$42.95	--
Carpenter, Lead	\$41.95	--
Equipment Mechanic	\$41.95	--
Locksmith Lead	\$41.95	--
Painter, Lead	\$41.95	--
Plasterer, Lead	\$41.95	--
Plumber, Lead	\$41.95	--
Operating Engineer - Licensed, Lead	\$45.45	--
Grounds Mechanic, Lead	\$31.91	--

Lead Diff: \$2.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$1.90
 \$2.40
 \$1.90

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

September 1, 1992

Mr. Stanley Fletcher, Union Representative
Local 73, S.E.I.U.- Division 321
1640 North Wells
Chicago, IL 60614

**LETTER OF AGREEMENT
RE: APPRENTICE PROGRAM**

Dear Mr. Fletcher:

This refers to our discussions regarding the apprentice program.

An equal number of representatives of management, no more than four (4), and the union, to include the Business Agent and the Council President and two (2) committee members, shall meet during the life of this Agreement to implement and monitor the apprenticeship program.

The first meeting shall be scheduled within six (6) weeks after the signing of this Agreement.

Sincerely,

(s) Terry S. Solem,
Assistant Director
Human Resources

AGREED:

(s) Stanley Fletcher

Renewed 2/2020 negotiations

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

June 12, 2012

6/30/2012

Ms. Dian Palmer, President
Local 73, S.E.I.U.
300 S. Ashland, Suite 400
Chicago, IL 60607

**LETTER OF AGREEMENT
RE: EMPLOYEE TRAINING AND PREPARATION FOR ADVANCEMENT**

Dear Ms. Palmer:

The Hospitals and the Union are committed to the principle that employees should receive the appropriate training necessary for the expected performance of their duties. The Hospitals will continue to provide, and to the extent possible, enhance in-service training. Both parties will endeavor to call to employees' attention opportunities for additional training programs, including any offered by the UCH Academy or for which employees may qualify under the Hospitals Tuition Reimbursement program including the Hospital's Transformation Scholarship, to the extent the Hospital continues to provide such a program.

The parties are also committed to the principle that to the extent that qualified applicants are available, advancement into skilled positions should be from within. However, the parties also recognize that the development of "trades" related skills are the responsibility of the individual employee. To assist employees interested in pursuing such endeavor, the parties will attempt to inform employees of such educational opportunities available both within and outside the Hospitals' training programs. The employees will be allowed to participate in the Hospitals Tuition Reimbursement program to the same extent as other Hospital employees.

Sincerely,

Jonathan A. Rothstein
Director, Employee/Labor Relations

AGREED:



Dian Palmer

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

June 12, 2012

6/20/2012

Ms. Dian Palmer, President
Local 73-S.E.I.U.
300 S. Ashland, Suite 400
Chicago, IL 60607

**LETTER OF AGREEMENT
RE: JURISDICTION/JOB TITLES**

Dear Ms. Palmer:

During negotiations for the collective bargaining agreement effective September 1, 2001 the parties discussed the elimination of certain job titles previously in the Agreement. The parties agreed that if the Hospitals reinstates positions for which recognition by this Union has been previously established (see attached listing), said positions will continue to be work performed under the jurisdiction of Local 73 Service Employees International Union and be recognized by the Hospitals as same.

Disputes concerning jurisdiction over these positions shall be subject to the Grievance Procedure as in Article 9 of the Agreement.

Sincerely,

Jonathan A. Rothstein
Director, Employee/Labor Relations

AGREED:



Dian Palmer

Attachment: Position Titles Previously Recognized as Local 73, S.E.I.U. jobs.

Attachment to Letter of Agreement re: Jurisdiction/Job Titles

Mason
Pipecoverer
Roofer
Sheetmetal Worker/Tinsmith
Steamfitter
Upholsterer/refinisher
Motor mechanic
Millwright
Maintenance Machinist
Water Treatment Mechanic
Oiler-Licensed
Oiler-Unlicensed
Maintenance Laborer
Truck Driver
Truck Driver Helper
Garbage Truck Driver
Garbage Truck Driver Helper
Trucking Laborer

This list has been appended to the current Letter of Agreement — Jurisdiction/Job Titles

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES-EMPLOYEE/LABOR RELATIONS
5841 S. MARYLAND
CHICAGO, IL 60637**

November 2004

Mr. Bill Silver, Director, Division of Higher Education
Local 73, S.E.I.U.
1165 North Clark
Suite 500
Chicago, Illinois 60610

**LETTER OF AGREEMENT
RE: PTO**

In the event the Hospitals desires to implement a PTO program, the parties agree to meet to discuss details of such plans. Should the parties reach an agreement, including any improvements in the disability plan, the parties agree to re-open the contract, subject to ratification by the membership.

In the event that the parties do not reach an agreement on the PTO program there will be no contract re-opener and neither party will move to impasse.

Sincerely,

(s) Yolanda N. Butler
Employee Labor Relations Manager

AGREED:

(s) Bill Silver

Renewed 2/2020 negotiations

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

June 12, 2012

Ms. Dian Palmer, President
Local 73, S.E.I.U.
300 S. Ashland, Suite 400
Chicago, IL 60607

**LETTER OF AGREEMENT
RE: ADVANCEMENT TOWARD OPERATING
ENGINEER-LICENSED FOR CURRENT
EMPLOYEES IN CERTAIN CLASSIFICATIONS**

Dear Ms. Palmer:

During the negotiations for the 2011-2015 agreement, the parties agreed as follows:

- A. Building Engineers, Refrigeration Plant Operators, Assistant Refrigeration Plant Operators, Master Refrigerator Plant Operators, Refrigeration Mechanics, Utility Workers, Helpers and Leads in these positions who are on the active payroll as of the date of ratification of this Agreement who work toward qualifying for the Operating Engineer – Licensed classification during the term of this Agreement will receive hourly wage rate increases as follows:
1. Upon completion of three of the eight qualifications listed in paragraph B, an increase for the duration of this Agreement to bring them one-third of the way between their pay rate and the approved Operating Engineer – Licensed pay rate;
 2. Upon completion of three more of the eight qualifications, an increase for the duration of this Agreement to bring them two-thirds of the way between the normal pay rate for their classification and the applicable Operating Engineer – Licensed pay rate;
 3. Notwithstanding the preceding two paragraphs, if one of these employees completes six of the qualifications set forth in paragraph B, by the end of this Agreement, such employee shall have up to two additional years to complete the remaining qualifications; and
 4. Upon completion of all eight qualifications, an increase to the Operating Engineer – Licensed pay rate, and if they meet the experience qualification of the Operating Engineer – Licensed job description they shall be reclassified to an Operating Engineer – Licensed position as soon as practical and such reclassification shall not be subject to the contractual posting and bidding process; provided that Helpers who meet all requirements in B. (below) will be classified as Building Engineer

until they meet the experience required for the Operating Engineer – Licensed position.

B. The applicable eight qualifications are:

1. City of Chicago Stationary Engineers License;
2. EPA Refrigeration License;
3. Successful completion of acceptable educational requirements (typically a semester length course) in the following areas:
 - a. HVAC Controls;
 - b. HVAC I Operations;
 - c. HVAC II Operations;
 - d. Basic Electrical educational requirement;
 - e. Energy Conservation educational requirement; and
 - f. Testing and Balancing educational requirement.

Sincerely,

Jonathan A. Rothstein
Director, Employee/Labor Relations

AGREED



Dian Palmer

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

June 12, 2012

6/20/2012

Ms. Dian Palmer, President
Local 73, S.E.I.U.
300 S. Ashland, Suite 400
Chicago, IL 60607

**LETTER OF AGREEMENT
RE: MATERIAL SPECIALISTS**

Dear Ms. Palmer:

During the negotiations for the 2011-2015 agreement, the parties agreed as follows:

In the first full pay period following ratification, Receiving Specialists and Inventory Specialists will be combined into a Materials Specialists job classification at the Inventory Specialist II pay rate. In the first few months following ratification at least four dock employees shall be cross-oriented in the warehouse and at least six warehouse employees will be cross-oriented on the dock. Materials Specialists, who were Inventory Specialists, shall receive a gross lump sum bonus of Three Hundred Dollars (\$300.00) upon successful completion of at least three days, and if needed up to five (5) days cross-orientation. Volunteers will be sought with employees selecting by seniority. If there are insufficient volunteers, employees shall be so assigned by reverse seniority. These employees shall continue to be assigned primarily to their previous area but shall be available to be assigned to their new area as operational needs require.

Management shall orient employees on area specific policies and procedures; Materials Specialists shall orient employees on day-to-day functions.

Sincerely,

Jonathan A. Rothstein
Director, Employee/Labor Relations

AGREED:



Dian Palmer

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

June 12, 2012

Mr. Remzi Jaos, Union Representative
Local 73, S.E.I.U
300 S. Ashland, Suite 400
Chicago, IL 60607

**SIDE LETTER
RE: SUBCONTRACTING**

Dear Mr. Jaos:

During the negotiations for the 2011-2015 agreement, the Medical Center made the following representation:

The Medical Center has no current intention or plan to subcontract work that historically has been performed by bargaining unit employees that would result in the layoff of bargaining unit employees.

Sincerely,

Jonathan A. Rothstein
Director, Employee/Labor Relations

ACKNOWLEDGED:

Remzi Jaos

**THE UNIVERSITY OF CHICAGO HOSPITALS
HUMAN RESOURCES - EMPLOYEE/LABOR RELATIONS
5841 SOUTH MARYLAND AVENUE
CHICAGO, ILLINOIS 60637**

February 3, 2020

Elizabeth Towell, Union Representative
Local 73, S.E.I.U
300 S. Ashland, Suite 400
Chicago, IL 60607

**SIDE LETTER
RE: Uniform Allowance**

Dear Mr. Elizabeth Towell:

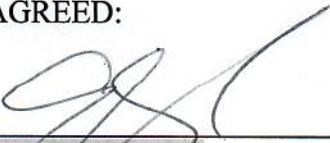
During the negotiations for the 2020-2024 agreement, the parties agreed as follows:

Upon ratification of the 2020 Agreement, UCMC will on a one-time basis without waiving its existing management right to make the final selection and periodically change uniform design and color meet with Supply Chain employees, solicit their input on a unique color shirt choice for supply chain employees (from among those reasonably available from the supplier) and attempt to reach consensus on a new color for future shirts purchases.

Sincerely,

Bob Hanley
Senior Vice President, Chief Human Resources
Officer

AGREED:



Elizabeth Towell