

A G R E E M E N T

By and Between

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

and

**LOCAL NO. 73
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC**

Effective: August 27, 2024 through August 26, 2029 (inclusive).

Clerical Bargaining Unit

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AGREEMENT

By and Between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL NO. 73

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

Effective: August 27, 2024 through August 26, 2029 (inclusive).

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as “Employer” or “University”) and Local No. 73, Service Employees International Union, CTW, CLC (hereinafter referred to as “Union”), on behalf of certain nonacademic employees of the Employer as identified in Article III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1. Authorization

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

Section 2. Purpose

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

ARTICLE II LIMITATIONS

Section 1. Limitations

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

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

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

c) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement, and this Agreement represents the entire agreement between the Parties hereto. Any subsequent amendments to this Agreement must be in written form and signed by the authorized officials of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of job classifications established by the State Universities Civil Service System and employed by the Employer at the University of Illinois-Chicago listed in the Supplemental Wage Agreement (available on the UIC Labor Agreements webpage <https://hr.uic.edu/hr-staff-managers/labor-employee-relations/labor-agreements/>) but excluding those excluded employees as set forth in 115 ILCS § 5/2 (b) of the *Illinois Educational Labor Relations Act*. This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System. The Employer agrees not to negotiate such matters individually with bargaining unit employees. The Employer will make every effort to process said recommendations within a reasonable period of time.

Section 2. New Classes and Recognition

The Employer agrees that if any new or existing Civil Service class designations should be established for the same work or work which is substantially the same and is presently being performed by classes identified in Section 1 of this Article, said classes will be treated as part of the single negotiation unit recognized by this Agreement on the date the Illinois Educational Relations Board approves the certification. The Parties may mutually agree to bargain over the terms and conditions of the designation/position while the petition is pending at the Board before the petition has been approved.

Section 3. No Discrimination

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

Section 4. Sexual Harassment

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

Section 5. Protected Activity

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

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

Section 6. Union Rights

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

Section 7. Union Activity

a) Stewards

The Union's stewards shall be allowed to handle matters regarding enforcement of the Collective Bargaining Agreement during working hours. Local 73 shall notify the Campus and UI Health & Clinics Employee Relations Offices of the names of the employees who are designated as its Union representatives and stewards. A Union steward with prior approval from their supervisor may leave their assigned work to investigate a grievance or to present matters according to this Agreement or Policy and Rules without loss of pay. The steward will provide an estimate as to how long they expect to be away from the work area and will strive to keep

their supervisor updated if circumstances change. Planning of such activity should not disrupt operations/patient care. Permission shall not be unreasonably denied. The Union and its members will not solicit membership nor will it carry on Union activities that impede normal operations with employees in working areas or patient care areas during the employees' work time.

b) Bulletin Boards

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

c) Access to Premises

The Employer shall permit Union representatives and stewards to visit the Employer's premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances so long as the access does not impede normal operations, does not become disruptive to patient care, the visit is not conducted within any patient care setting and is reasonable. Such Union representatives shall advise the Campus or UI Health & Clinics Labor and Employee Relations Office (whichever is applicable) and the applicable unit(s) of the names of the Union representatives who will visit, and where they plan to visit, no less than 2.5 hours before entering units for visits intended to be non-disruptive. The Union representative must check in with management before entering the Department. Access will not be unreasonably denied or delayed.

Any Union representative who desires to visit that part of the Employer's premises known as UI Health & Clinics, including other satellite medical facilities, must obtain the required identification badge and comply with all entrance protocols prior to entering such facility.

Section 8. Union Meeting Room Requests

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

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

Section 9. Union Leaves

- a) Departmental operations permitting, time off without pay will be allowed to authorize Union representatives for the purpose of attending to Union business. Under normal circumstances, employee(s) will provide a minimum of seven (7) calendar days' advance notice. The affected employee(s) will be allowed to use any accumulated vacation or compensatory time in lieu of taking such time off without pay.
- b) Permission to attend trainings will be equitably rotated among employees, except that elected delegates to the Union's convention will be given preference for such leaves.

Section 10. Bargaining Unit Negotiation Team

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

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

In the event that the Parties mutually agree to joint bargaining sessions for all four (4) of the civil service bargaining units represented by Local 73 (Clerical, Service, Technical, Professional), the Parties agree that up to thirty (30) representatives from the combined four teams may be scheduled to attend bargaining. Union bargaining team members will be released from duty with pay to attend negotiations that are conducted during their regular workdays or shifts. Subject to the operational needs of a unit, union bargaining team members may request a variation in their regularly assigned work schedule to have their work schedule coincide with negotiations. Requests for work schedule flexibility in a bargaining member's schedule will not be unreasonably denied.

Section 11. Departmental Rules

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

Section 12. Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that SEIU Local Union No. 73 is the authorized negotiating representative for the employees described in this Article III.

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

Section 13. Bargaining Unit Information

The Employer will supply the Union with the following information:

- a) On a monthly basis, the Employer will provide the Union access in a convertible electronic form with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications, layoffs, recall from layoffs, reassignments, leaves of more than thirty (30) days, return from leaves and terminations.
- b) Each month, the Employer will provide the Union access to a convertible electronic list of bargaining unit members showing: name, address, job title, FTE percentage, assigned department, college, campus address, date of hire, email address and anniversary date.

Section 14. New Hire Orientation

- a) Campus

The Union shall be permitted up to one hour during normally scheduled working hours to conduct its orientation program for employees who are new to the bargaining unit. Such attendance by employees shall be on a voluntary basis and without loss of pay.

In addition to the New Employee Orientation program as set by UI Health & Clinics in b), the Union will set a standard regular, biweekly virtual orientation time for all employees on UIC's Chicago East and West campuses who are not invited to the UI Health & Clinics Orientation. The schedule and link will be submitted to the Employer on a quarterly basis with at least thirty (30) days' notice of the first orientation date. The Employer will provide new employees with information about upcoming union orientation and contact information for the Union within two weeks (14 days) after an employee's start date.

All other orientations besides those listed above will take place at a mutually agreed upon time. If set up by the Union, employees may attend virtually. If in person, the Employer will arrange to have rooms available for these meetings pursuant to University policy and will notify the Union of the locations of the meetings. Should the Union request to change the time of the meeting, the Union shall provide advance notice to the Employer. Attendance at the Union orientation is not mandatory and shall be limited to bargaining unit members.

- b) UI Health and Clinics (Chicago)

Union Representatives or Union members who are employed at the University of Illinois will be permitted up to one hour to make a membership presentation on one (1) day immediately prior to or after core orientation, as determined by the Employer. The Union shall notify the Employer of the names of the employees who are designated as their representatives. If these employee representatives are scheduled for work during the Union membership presentation, the employees will be released from duty, without loss of pay. The Union's designated representatives shall be provided advance notice of the dates and time scheduled for the Union

presentation and shall be notified of any changes in the schedule by the Employer.

ARTICLE IV EMPLOYER RIGHTS

The Union recognizes the rights of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union informed as to such changes.

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

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

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

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

Agreement.

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

ARTICLE V WAGES

Section 1. Wages

- a) Wages established in this Agreement shall become and remain effective as specified in the Supplemental Wage Agreement (available on the UIC Labor Agreements webpage <https://hr.uic.edu/hr-staff-managers/labor-employee-relations/labor-agreements/>) except as otherwise provided herein and as set forth below.
- b) All bargaining unit members shall receive a 4.0% across the board (ATB) wage rate increase effective the first full pay period after execution of this Agreement.
- c) In Year 1 of this Agreement, bargaining unit members shall receive a 1.75% ATB or Campus Wage Program (CWP) wage rate increase (whichever is greater) effective the first full pay period after August 27, 2024.
- d) In Year 2 of this Agreement, bargaining unit members shall receive a 1.75% ATB or CWP wage rate increase (whichever is greater) effective the first full pay period after August 27, 2025.
- e) In Year 3 of this Agreement, bargaining unit members shall receive a 1.75% ATB or CWP wage rate increase (whichever is greater) effective the first full pay period after August 27, 2026.
- f) In Year 4 of this Agreement, bargaining unit members shall receive a 1.75% ATB or CWP wage rate increase (whichever is greater) effective the first full pay period after August 27, 2027.
- g) In Year 5 of this Agreement, bargaining unit members shall receive a 1.75% ATB or CWP wage rate increase (whichever is greater) effective the first full pay period after August 27, 2028.
- h) Regular step increases will continue, in addition to the above changes.
- i) Only those who are employed on the date the contract is fully executed will be eligible for retroactive pay. In lieu of retroactive pay, all bargaining unit members who are employed on the date the contract is fully executed shall receive a one-time payment of \$2,000.

Section 2. Rounding

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

Section 3. Wages (Basic Straight Time Hourly Rate)

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

Section 4. Wages (Overtime)

a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by federal law) for time worked in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week. However, the foregoing daily overtime rule does not apply to employees working a flexible schedule as provided in Article X, Section 2(h), of this Agreement or in the event the Parties mutually agree to implement a work schedule for a particular work unit calling for work days in excess of the seven and one-half (7½) (whichever is applicable) hour schedule. Such employees shall not be entitled to daily overtime when their regular shift exceeds seven and one-half (7½) as part of that flexible or alternative schedule. Overtime wages shall be paid by check; or when mutually agreed to in writing by the department head and the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked provided the compensatory time off is utilized pursuant to Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction. The Employer requires that an eligible employee receive overtime compensation in the event that a supervisor permits overtime to occur although not expressly approving or authorizing it. In order to avoid liability as stated, a supervisor must expressly and effectively prohibit overtime work, including so-called "voluntary" overtime.

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

c) The opportunity to do overtime shall be offered and distributed on a rotational schedule developed by the Department, among qualified employees, based on seniority. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer will then proceed to assign sufficient employees to do the overtime work required. Such assignments shall be made starting with the least senior, available, qualified employee in the class. If a qualified employee establishes that they have not received their distribution of overtime, such employee shall have first preference to future overtime work (provided they are readily available) and then be placed at the end of the rotation.

d) Overtime records showing the availability of overtime work opportunities and the

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

Section 5. Wages (Premium Paid for Work During Scheduled Days Off)

Work performed during an employee's first or second scheduled day off in a work week shall be paid at the rate of one and one-half (1½) times their regular hourly rate specified herein. (Deviation from Policy and Rules)

Section 6. Wages (Call-Back)

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

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

Section 7. Wage Scale Provisions

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

b) The in-hiring rate for a new employee shall be Step 1 of the wage scale for their classification, except the Employer may propose wages above the minimum specified in a wage scale but always coinciding exactly with a wage listed in a wage step if a new employee possesses exceptional qualifications, which the Employer alone defines, that are supported by training, experience, salary history or other related criteria. Upon request from the Union, the University will notify the Union of the classification, work location, exceptional qualifications and starting rate of pay of any employee hired into or above Step 5.

c) Except as specifically provided elsewhere in this Article, each employee who has not attained the top periodic step for their salary grade shall advance in pay to the next higher step in the salary grade on their anniversary date in class. Anniversary date increases cannot be made to steps above the top periodic step.

d) Changes that affect an employee's wage rate will be made effective the first day of the first full pay period after the change occurs.

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

the class from which the position is reallocated or reclassified.

Section 8. New Hire Adjustments

New hires will be offered a starting wage based on the individual's documented training, experience and credentials related to the job for which they are hired. The Employer will consider current wage rates for substantially similar employees at the same level in its determination of an appropriate wage rate. Upon request by the Union, the Employer will make available to the Union relevant information that is not prohibited from disclosure and discuss with the Union.

Section 9. Mid-Term Adjustment

During the term of this Agreement, the Employer may unilaterally increase the compensation of a bargaining unit member for the same reasons as provided for Open Range Civil Service employees; however, the resulting wage rate must fall on the applicable step scale, and the Employer must notify the Union prior to implementing such an increase. Upon request by the Union, the Employer will discuss its reason(s) for having implemented such an increase with the Union. This unilateral increase should not create an unjustified inequity. An inequity is defined as an unjustifiable pay variance created when one employee is compensated more than another employee with equal or comparable experience, longevity and/or education. A justifiable variance may result from, among other things, an employee's merit increase.

1) Market Adjustments

The Employer may increase compensation as a market adjustment where local market rates exceed existing rates by 3% or more. Upon request by the Union, the Employer shall provide relevant information that is not prohibited from disclosure, including market survey information, within a reasonable timeframe and will discuss the market adjustments with the Union.

Information not prohibited from disclosure shall be the University's general conclusions regarding market rates for job titles within the Bargaining Units provided that such conclusions: (1) are based on either market survey information purchased by the University from multiple vendors (in addition to any publicly available non-purchased information) or solely publicly available information that is not purchased from any vendor; and (2) do not violate any agreement between the University and any other party.

Per each year of this Agreement, the Union may make one market survey request for up to 30 Clerical job titles and 10 alternates. If the Employer cannot produce information for the 30 Clerical job titles due to the limitations described above, the Employer will provide market survey information for up to the 10 alternate titles in the order listed. The Union will submit the 30 titles plus 10 alternate titles within 5 days of the beginning of either January 1, March 1, June 1 or September 1 as agreed to by the Parties.

If the Employer cannot produce information for the 30 job titles requested due to the limitations described above, the Employer will provide market survey information for up to the 10 alternate titles submitted that quarter. Alternate titles are not limited to the Clerical bargaining

unit.

The Employer shall provide to the Union in an Excel file or similar digital file format information not prohibited from disclosure concerning what the Employer believes to be the 25th, 50th, and 75th percentile market rates for each job title.

2) Merit Increase

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

- a. Superior knowledge of the requirements of their position
- b. Superior quality of work
- c. Demonstrated initiative

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

3) Equal Pay/Equity Review

Equal pay is required pursuant to University policy and several Federal and State statutes, e.g., the *Fair Labor Standards Act*, the *Civil Rights Act* and the State of Illinois *Human Rights Act*, the requirements of which vary. Differences in pay shall not be based upon race, color, religion, sex, national origin or age. Employees within a campus or other specified unit who are doing substantially equal work, which requires substantially equal skill, effort and responsibility, and are performed under similar working conditions shall receive equal pay, except when a wage difference is based upon some other factor, such as experience, longevity, or merit progression. These exceptions should not create inequities as defined in Section 9.

If an equity review results in an equity adjustment, the adjustment will be retroactive to the first day of the first pay period to occur after the review was initiated by either the Employer or the Union.

If the Employer makes an equity adjustment, the Employer will notify the Union of the criteria and justifications utilized in the equity review as well as the date that the review was initiated.

Section 10. Temporary Assignments

- a) Temporary Downgrading. If it is necessary to assign a status employee on a temporary basis to a temporary or permanent position which is classified at a lower level, the employee's salary, at the time immediately prior to such assignment, will be maintained.
- b) Temporary Upgrading. If a status employee is assigned on a temporary employment basis to a temporary or permanent position of higher rate or range, they shall receive an increase of four percent (4%) to their basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.

- c) Such temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive work days duration.
- d) The Employer may only make such assignments by assigning a status employee who meets the minimum qualifications of the class to which the assignment is being made. The Employer makes such temporary upgrading assignment by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignment occurs in classes that utilize work shifts, the register requirements apply only to those status employees on the appropriate shift. Acceptance of or refusal to accept such a temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals.
- e) In the absence of a register, an employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.
- f) When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

Section 11. Reporting Pay

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

Section 12. Bilingual (UI-Hospital and Clinics), (DSCC, College of Medicine-Chicago, Rockford and Peoria, College of Dentistry and College of Pharmacy)

Employees at locations listed above whose position requires the use of a second language as determined by the Department, who obtain bilingual certification, will be compensated with a one-time bonus of \$750. Employees must have passed their probationary period to be eligible. Employees within the DSCC who are assigned a caseload that requires the use of a second language, who obtain bilingual certification, will be compensated with a one-time bonus of \$750. Employees must have passed their probationary period to be eligible.

Section 13. Shift Differentials (UI-Hospital and Clinics)

- a) Evening Shift - An evening shift differential of one dollar (\$1) per hour will be paid to Employees who report administratively to UI-Hospital for all hours worked in which more than one-half (1/2) of their hours of work in a work day fall between 3:00 p.m. and 11:30 p.m.
- b) Night Shift – A night shift differential of one dollar and twenty-five cents (\$1.25) per hour will be paid to Employees who report administratively to UI-Hospital for all hours worked in which more than one-half (1/2) of their hours of work in a work day fall between 11:00 p.m. and 7:30

a.m.

c) Weekend Shift – For employees who are not regularly scheduled to work the weekend, in addition to their basic straight time hourly rate, will be compensated for all weekend hours worked at the rate of one dollar (\$1) per hour. Pay for weekend differential shall be paid at the rate of time and one-half (1½) to employees in overtime status. (Deviation from Policy and Rules)

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

Section 14. Night Shift Work During Change to Daylight Savings Time

The night shift occurring on the date that daylight savings time goes into effect (Spring) will be considered a regular full shift including the status quo unpaid meal time.

Section 15. Wages (Disaster)

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

Section 16. Wages (Holidays)

In the event an employee, full-time or part-time, works their regular shift on a designated calendar holiday, the employee shall be paid time and one-half (1½) their basic straight time hourly rate of pay for each hour worked. Additionally, employees who work on a designated calendar holiday will receive holiday pay at their basic straight time hourly rate based on the percent status appointment unless the employee specifically requests an alternate day off with pay to be scheduled in the pay period of the holiday (but after the holiday) or the next pay period. Consistent with operating requirements, the Employer will endeavor to honor said request. If the request cannot be honored, the employee will receive the holiday pay in the paycheck for which the worked holiday is paid. (Deviation from Policy and Rules)

Section 17. Voluntary Demotion

Subject to the State Universities Civil Service Rules:

a) Upon the voluntary demotion of an employee to a position in the class having a lower salary scale than the class from which the demotion was made, the employee’s base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the amount, but not more than the base salary before demotion.

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

c) However, in the event of a voluntary demotion during the probationary period of a promotion to a new class, that employee will have their salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had they not been promoted. In such event the anniversary date held by the employee in the class from which they were originally promoted shall remain in effect.

Section 18. Involuntary Demotion

Subject to the State Universities Civil Service Rules:

a) Upon the involuntary demotion of an employee to a position in a class having a lower salary scale than the class from which the demotion was made, the employee's base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the amount, but not more than the base salary before demotion. The employee's new anniversary date shall be the date of demotion.

b) In the event of an involuntary demotion during the probationary period of a promotion to a new class, that employee will have their salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had they not been promoted. In such event the new anniversary date shall become the anniversary date held by the employee in the class from which they were originally promoted.

c) A former status employee who is rehired to a status position in the same classification within six (6) months of separation from University employment shall be rehired according to Civil Service Rule 250.60j(5) and will be placed at the same salary step held prior to separation. The date of rehire will be the employee's anniversary date.

Section 19. Overpayment Procedure

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

a) The employee will receive written explanation for the error and,

b) The employee will be given the option of having the error corrected by deducting the entire amount from the next paycheck or deducting the amount in increments as mutually agreed between the Employer and employee, up to a maximum of twelve (12) months (unless extended by mutual agreement).

Section 20. Underpayments

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

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

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

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

Section 21. Longevity Pay (DSCC)

a) In year 1 of this agreement, every member of the bargaining unit who has been in the bargaining unit for at least 10 years shall receive a one time payment of \$2,000 payable the first full pay period after the execution of this agreement;

b) In year 2 of this agreement, bargaining unit members that attain 10 years of service in the bargaining unit shall receive a one time payment of \$2,000 payable the first full pay period after August 16, 2025;

c) In year 3 of the agreement, bargaining unit members that attain 10 years of service in the bargaining unit shall receive a one time payment of \$2,000 payable the first full pay period after August 16, 2026;

d) In year 4 of the agreement, bargaining unit members that attain 10 years of service in the bargaining unit shall receive a one time payment of \$2,000 payable on the first full pay period after August 16, 2027;

e) In year 5 of the agreement, bargaining unit members that attain 10 years of service in the bargaining unit shall receive a one time payment of \$2,000 payable the first full pay period after August 16, 2028.

f) There shall be no contractual obligation to make these payments after the year 5 payments.

Section 22. Exempt Employees

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

Article V, Section 4 (Overtime)

Article V, Section 5 (Premium for Scheduled Days Off)

Article V, Section 6 (Call Back)

Article V, Section 11 (Reporting Pay)

Article V, Section 14 (Shift Differentials)

ARTICLE VI BENEFITS

Section 1. Policy

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

Upon request a copy of the benefits sections of Policy and Rules will be made available to an employee covered by this Agreement at the Chicago Campus Human Resources Office, 715 South Wood Street. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules at the Chicago Campus Human Resources Office.

Section 2. Sick Leave Payment Regulations

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

- a) The Employee must have sick leave accrued in their favor;
- b) An employee may use accumulated sick leave when absent because of personal illness, illness of spouse and/or children, injury, maternity leave, or to obtain medical or dental consultation or treatment. Exceptions and application of this policy beyond spouse and children, e.g., members of household, may be granted. Members of household should be defined as dependent residents of the employee's household. The right is reserved by the Employer to demand from an employee who has been absent for three (3) or more consecutive workdays, or who is suspected of abusing sick leave utilization to submit a doctor's statement as proof of illness. When the demand is based on suspected abuse, such demand for proof of illness will lapse after six (6) months unless there is reasonable continued suspicion of abuse.
- c) The Parties recognize the paid leave provided to employees covered under the collective bargaining agreement exceed the benefits set forth in the *Paid Leave for All Workers Act* (820 ILCS 192). The Union and employees covered herein hereby waive the provisions set forth in the Act.

Section 3. Funeral Leave

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

Section 4. Jury Duty

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

Section 5. Military Leave

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

Section 6 Parking

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

**ARTICLE VII
VACATION**

Section 1. Vacation and Method of Accrual

Each employee shall earn vacation leave in accordance with the following schedules:

Schedule A -Non-Exempt

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

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

Schedule B -Exempt

37.5 Hour Work Week					
Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0962	25	7.22	375
3	6	0.1000	26	7.50	390
6	9	0.1038	27	7.79	405
9		0.1077	28	8.08	420

40 Hour Work Week					
Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0962	25	7.70	499
3	6	0.1000	26	8.00	416
6	9	0.1038	27	8.30	432
9		0.1077	28	8.62	448

Section 2. Vacation Requests for More than Two (2) Days

- a) Units under UI Health and Clinics shall attempt to maintain a calendar accessible to all unit staff which shows all approved time off for the upcoming year. The unit will attempt to update the calendar monthly.
- b) An employee's request for vacation shall be made in writing to their supervisor or input into an electronic system, in accordance with the department practice. An employee must have sufficient accrued time to fully cover the request at the time the request is submitted. All requests will be tracked in accordance with the system.
- c) A supervisor will respond to an employee's request for vacation in writing or via the electronic system in accordance with the department practice as soon as possible but within ten (10) calendar days from the date the request was made and received by the supervisor. Individual

units may exercise their discretion to allow email messages to serve as the “writing” referred to in this paragraph.

- d) Requests shall not be unreasonably denied. Should any vacation request be denied, the answer shall include the reasons for the denial, and the employee will have an opportunity to confer with the supervisor regarding available alternative dates.
- e) A supervisor shall consider a vacation request made by an employee for vacation time to be taken within twelve (12) months of the request; however, an employee may not submit a vacation request less than two (2) weeks prior to the start of the requested vacation date. Individual units may exercise their discretion to allow email messages to serve as the “writing” referred to in this paragraph. Notwithstanding the language above, a supervisor may consider a vacation request made at any time.
- f) The Employer shall not make changes in vacation schedules approved more than sixty (60) days in advance of the scheduled vacation day(s), except in cases of critical staff shortages that could not have been anticipated or bona-fide emergencies.
- g) An employee who has complied with departmental notice requirements will not be required to find their own coverage for scheduled time off unless schedules have been finalized for the relevant time period. Employees will be issued schedules no earlier than sixty (60) days and no later than two (2) weeks in advance.
- h) Where vacation requests conflict (more than one employee requests the same date), efforts shall first be made to resolve such conflicts by mutual agreement of the employees. If this fails to resolve the problem, preference shall be given to the bargaining unit member making the earlier request. Conflicting requests made on the same day shall be granted to the employee with more departmental seniority based on a rotating system.
- i) Individual units may devise their own vacation request plans provided they are consistent with the terms of this Agreement. Individual unit vacation request plans will take into account the specific needs of the department, including but not limited to, anticipated variations in staffing levels during summer and holidays, and departmental staffing requirements. Individual units are responsible for ensuring that approvals for vacation requests are fairly rotated. The plans will be in writing and sent to the Union.
- j) Extra help and/or student employees may count toward departmental staffing requirements for the purposes of approving vacation.
- k) Vacation and sick leave accruals are available online. Employees unable to access their accruals may obtain that information from their supervisor, provided the employee gives their supervisor a written request for such information. The supervisor shall respond with the information as soon as possible, but not later than three (3) business days (i.e., not including Saturday, Sunday and holidays) after receipt of the written request.
- l) All attempts to report to work should be made, but should an employee not be able to report to work due to inclement weather, the supervisor has the discretion to approve use of earned vacation time, if requested. An employee who is not required to report to work may also opt to take an unpaid day in lieu of using benefit time.

m) Management will not require an employee to break up vacation requests.

Section 3. Approval of Use of Accumulated Leave for Personal Reasons

It is the intent of the vacation and personal leave policy that small increments be available for personal and family reasons. Within the total amount accumulated, Employer operations permitting, leave not to exceed two (2) days at one (1) time will be granted for any reason upon advance request of the employee to their supervisor. Where the need for such leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advance approval, the employee may be granted post-approval upon showing of such factors. In determining whether to give such approval the Department will take into account staffing requirements needed to ensure necessary continuity of operations and individual circumstances. Approval shall not be unreasonably denied. A supervisor will respond to an employee's request for vacation in writing or via the electronic system, in accordance with the department practice, as soon as possible but within five (5) business days (excluding weekends and University-observed holidays) from the date the request was made and received by the supervisor.

ARTICLE VIII HOLIDAYS

Section 1. Observed Holidays

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

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

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

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

* Employees scheduled to work the holiday are expected to work. If necessary, volunteers shall first be solicited to provide holiday coverage. Volunteers will be taken on a rotational schedule developed by the Department, based on seniority. If there are insufficient numbers of

volunteers to work on a holiday, the Employer shall attempt to utilize extra help when available. If additional staffing is still required, status employees shall be chosen to work the holiday on a rotating basis, starting with the least senior employee. In all instances, volunteers and those required to work the holiday must be qualified to perform the required tasks of the staffing need.

Section 2. Floating Holiday Accrual and Method of Request

- a) Employees may take their floating holidays at any time during the fiscal year. Any normally scheduled work day may be selected as a floating holiday, with prior approval of the employee's designated supervisor.
- b) Employees will be informed of the approval or denial of their floating holiday requests within a reasonable period of time. If the employee's request is denied, the employee will be given the opportunity to submit a new request.
- c) All employees will receive payment at their basic straight time hourly rate for the employee's regular shift for all floating holidays.

**ARTICLE IX
EMPLOYEE DEVELOPMENT AND EDUCATIONAL BENEFITS**

Section 1. Time off for Educational & Professional Opportunities

a) Subject to the operational needs of the Employer, and with prior approval of the unit director or designee, reasonable time off work with pay may be allowed once per calendar year to attend professional development opportunities or educational meetings and workshops, in person or online, based on the following schedule:

<u>Length of Continuous Employment as a Clerical Employee With the University of Illinois</u>	<u>Paid Conference Time</u>
6 months - 12 months	1 day
13 months - 24 months	2 days
25 months or more	3 days

- b) Employees working less than full-time will have the number of hours paid prorated according to their FTE appointment.
- c) All employees who qualify for this paid time off may take the time in half or full day increments, inclusive of travel time.
- d) If the professional development opportunity that the employee is seeking time to attend is held outside the employee's regular work schedule, the employee may request a change in their work schedule in order to use their allotted time or any additional time approved by the department. No change in schedule requested by an employee shall result in overtime.
- e) A Department may provide additional paid conference time if, in the unit director or designee's discretion, the additional time would benefit the Employer and the employee.

Employees will not be paid wages for time spent in courses that are not job related. Employees must submit the request for attendance at a meeting or seminar on an approved form one (1) month prior to the program to the unit director or designee. Within ten (10) business days after receipt by the unit director or designee, the employee shall be given a response to the request for paid time for the meeting or seminar.

- f) When a request for paid education leave under this section is denied, the requesting employee retains the right to make a subsequent request for paid educational leave.
- g) The Employer shall reimburse bargaining unit employees for paid program registration incurred in reliance on a previously approved educational leave later canceled due to the employer rescinding the approval.
- h) If the Employer directs an employee to attend a work-related course or training, the employee shall be compensated for the time required. Any overtime or compensatory time is subject to prior approval of the Employer. The time used to attend the requested course or training will not count against the employee's allotted education days for the year.

Section 2. University Tuition Waiver

The Employer shall extend tuition and fee waivers to employees according to guidelines set forth in Civil Service and University Policy [<https://www.hr.uillinois.edu/benefits/tuitionwaivers/civilservice>]. Additional development opportunities may be offered to broaden employee capabilities to improve University services and to contribute to job fulfillment.

Section 3. Departmental Responsibility

Each department is responsible for a continuing review of departmental services to identify professional development opportunities for employees including, but not limited to, counseling employees on career opportunities and implementing employee professional development plans.

Section 4. Attendance at University Courses and at Training Programs

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

ARTICLE X WORKING RULES AND CONDITIONS

Section 1. Reporting to Work

All employees covered by this Agreement must report on their jobs as required by the Employer's regulations and be ready to and begin their work at official times of the shift

openings. Those engaged in work which in the judgment of supervisors warrant it may be granted not to exceed ten (10) minutes clothing change or wash-up time immediately preceding official times of their shift closings. Said wash-up time in no event may be interpreted as shortening of the scheduled work shift.

Section 2. Shift, Workday and Workweek

a) Generally, the shift shall consist of seven and one-half (7½) consecutive hours of work. If operations require, shifts may vary from 7.5 consecutive hours.

b) Since the needs of the Employer's operations require variations in staffing levels and scheduled hours or shifts, the shift's start time and end time will conform to those requirements.

c) In the event it becomes necessary to change an employee's shift or schedule, the employer will whenever possible give a fifteen (15) calendar day notice. Such notice will not be given to a rotating employee. An employee working a rotating schedule may be assigned the same shift on different days including weekends. An employee working a flexible schedule may be assigned to work a shift that changes start and end times. An employee may have both a rotating and flexible schedule.

d) Other than employees hired into a rotating shift or schedule, the Employer will provide twenty-one (21) calendar days' notice to the employee prior to significant changes in shift or schedule unless operational needs warrant a shorter notice. A significant shift change occurs when the shift is changed among the following: 4, 7.5, 8, 10 or 12 hour shifts (excluding a change from 7.5 to 8 hours, or vice versa). A significant schedule change occurs when an employee that works Mon-Fri is changed to include a weekend day (Sat-Sun) or vice-versa (works the weekend and is changed to include only weekdays).

e) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without change of shifts.

f) The Parties generally adhere to the principle of maintaining work schedules which will provide the employee with five (5) consecutive work days and two (2) consecutive days free from work during each employee's workweek, unless the employee has a rotating or flex schedule. Such principle will, when permitted by the needs of the Employer, be followed in the establishment of work schedules when and wherever such establishment is under the exclusive control of the Employer. Such principle cannot be followed when and wherever an employee's schedule, including their work days and hours of work, is changed for the employee's convenience, e.g., rotation of shift (or hours and days of work) made for purpose of providing opportunity for an employee to enjoy the calendar day Sunday free from work or other changes for the employee's convenience. The foregoing applies only to status full time Civil Service employees.

g) Employees covered by this Agreement may request flex-time work schedules. Approval of such schedules will be at the sole discretion of the department head or designee. Flex-time schedules may be revoked at the sole discretion of the department head or designee.

h) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.

i) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m. Sunday. The full-time work schedule shall consist of one (1) seven and one-half ($7\frac{1}{2}$) hour shift, broken by an unpaid lunch period, unless the employee has a rotating or flex schedule, and shall not exceed thirty-seven and one-half ($37\frac{1}{2}$) hours of work. The full-time work schedule for those working an eight (8) hour shift shall consist of one (1) eight (8) hour shift (with paid lunch period on the same basis as currently in effect) unless the employee has a rotating or flex schedule, and shall not exceed forty (40) hours of work.

Section 3. Rest Periods

Where rest periods are not already established, supervisors may authorize rest periods appropriate to the needs of the operations and employees involved. Where rest periods are already established, the practice will continue based on the aforementioned needs and employees. The schedules of rest periods shall be the responsibility of the supervisor. Subject to operational necessity and whenever practicable, the supervisor will give two (2) rest periods not to exceed fifteen (15) minutes each for each full-time shift. Rest periods shall not be cumulative, made the basis for a late starting or early quitting time or additional compensation. Part-time employees may receive rest periods on a pro-rata basis.

Section 4. Meal Periods

Each employee expected to work seven and one-half ($7\frac{1}{2}$) continuous hours or longer shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period.

Section 5. Work Required During Meal Period

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

Section 6. Transfers and Reassignments

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

Section 7. Identification Badges

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

Section 8. Uniform Requirements

- a) As a condition of employment, employees covered by the Agreement shall wear uniforms and other special apparel, devices and/or apparatuses for protective or safety reasons or any other reason whenever the Employer so requires and in the manner it prescribes.
- b) The Employer agrees to furnish, replace, repair, launder, and clean clothing provided workers in jobs requiring special apparel for safety and protection, in its opinion, or where it requires wearing of special apparel for any reason whatsoever. When "wash & wear" garments are provided, the Employer will not be required to clean or launder such garments.

Section 9. Student Appointments

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

ARTICLE XI EXTRA HELP APPOINTMENTS

Section 1. Conditions of Use

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

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

Section 2. Qualifications

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

Section 3. Filling of Extra Help Positions

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

Section 4. Acceptance or Refusal of Extra Help Appointments

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

Section 5. Establishment of Classifications

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

Section 6. Maximum Utilization

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

Section 7. Resumption of Employment by Extra Help Employee

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

Section 8. Employer Quarterly Compliance Review

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

Section 9. Compensation

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

ARTICLE XII SENIORITY

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

ARTICLE XIII
SHIFT BIDDING AND JOB POSTING

Section 1. Vacant Shifts

a) Employees who have completed their probationary period may bid for an open shift in the same job classification in their current department/unit/location. The Director or designee will send an email notifying employees in the department/unit/location of the vacant shift. Those employees will be given a minimum of five (5) calendar days to bid for an open shift before it is filled by an employee outside of the department.

An employee who has received a disciplinary action during the previous six (6) months that is related to and could impact their performance on a different shift, would not be eligible to bid on an alternate shift.

In the unusual situation where the move of the employee would not meet the operational needs of the department/unit due to the need for adequate shift coverage or replacement, the move of the successful bidder may be delayed but in any case will be awarded as soon as practicable. When this vacant shift is awarded, the vacated shift will be filled via the job posting procedure below.

b) Selection of incumbents will be made from bidders fulfilling the following requirements in the order listed:

1. Meet the qualifications/requirements for the position; and
2. Seniority by department/unit.

c) A successful bidder cannot bid for another shift vacancy for at least twelve (12) months unless excused from this requirement by the Employer.

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

Section 2. Job Postings and Vacancies

The Employer will post vacant positions on the UIC Job Board as needed. If the Employer does post a position on the Job Board, then it will be posted for at least three (3) calendar days. The Employer follows State Universities Civil Service System Rules and Regulations for filling vacancies.

Section 3. Vacant Positions

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

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

ARTICLE XIV LAYOFFS

Section 1. Layoffs

- a) To the extent required by the Rules of the State Universities Civil Service System, the Employer will give at least thirty (30) calendar days' notice to the employee prior to the effective date of any layoff of that employee. If such notice is not to be given, the Employer shall be obligated to notify the Union of its intentions and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed layoff.
- b) At the written request of an employee, the Employer may lay off that individual employee without regard to the notice provisions set forth herein.
- c) Any reduction in the size of the nonacademic workforce will be accomplished to the extent feasible by attrition. A layoff of one (1) or more status employees for other than temporary period will require approval of the Chancellor or by the person designated by the Chancellor. A status employee is defined as an employee who has successfully completed a probationary period in a class.

Section 2. Layoff Procedure

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

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

[Portions of this Article XII, Section 2, represent deviations from Policy and Rules]

ARTICLE XV HEALTH AND SAFETY

Section 1. General

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

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

Section 2. Video Display Terminals

Operating units that use video display terminals will use them in such a manner as to provide a safe and healthy working environment. Accordingly, all employees will not be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours. Pregnant employees and employees who are nursing and who regularly operate VDTs may upon request be permitted to adjust or otherwise change assignments if such change or adjustments can be reasonably made based on operational needs. The employee may, upon request, be granted appropriate leave based upon the Employer's leave policies.

Section 3. Ergonomics

The Employer shall endeavor to provide ergonomically correct equipment.

Section 4. Immunization

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

Section 5. UI Health Safety Provisions

UI Health will provide annually the opportunity for bargaining unit members to participate in training related to health and safety, such as workplace violence prevention and violence de-escalation.

ARTICLE XVI LABOR MANAGEMENT

Section 1. Labor Management Meetings

The Parties agree to hold joint bi-monthly (every other month) Labor Management meetings, unless the Parties agree otherwise, for Professional, Technical, Clerical and Service bargaining units and the Employer to discuss problems of mutual concern. The Parties may agree to hold additional Labor Management meetings. However, such meetings shall be exclusive of the Grievance Procedure provided in Article XVIII, and formal grievances shall not be considered at such meetings.

Any Labor Management meeting concerning employees represented by this Agreement will be scheduled with the University or UI Health Labor/Employee Relations Office. The party requesting a Labor Management meeting shall provide the respective Labor/Employee Relations Office with an agenda of the issues to be discussed at least three (3) business days prior to the scheduled meeting.

Labor Management meetings shall be limited to one (1) Union representative, eight (8) bargaining unit members and eight (8) representatives from Management unless the parties agree otherwise. Employees in attendance shall be paid at their regular straight time hourly rate for any scheduled work time missed while participating in the meeting.

Section 2. Health and Safety Committee

The Parties agree to a joint UI-Health and Union Health and Safety Committee with no more than four (4) representatives from Management and no more than four (4) representatives from the combined four bargaining units (Professional, Service, Technical and Clerical). The Committee may consist of additional members by mutual agreement. The Committee will hold meetings to consider and review health and safety conditions quarterly unless the Parties agree otherwise.

The party requesting a Health and Safety Committee meeting shall provide the respective Labor/Employee Relations Office with an agenda of the issues to be discussed at least three (3) business days prior to the scheduled meeting. Upon written request, the Committee will be furnished relevant reports which concern the health and safety of bargaining unit personnel, subject to privacy regulations. Each party will be responsible for their own minutes. Employees in attendance shall be paid at their regular straight time hourly rate for any scheduled work time missed while participating in the meeting.

If the Committee determines that an unsafe or unhealthy working condition is in existence, the Employer will endeavor to correct such condition within a reasonable period of time. Nothing in this section shall be subject to the Grievance Procedure.

ARTICLE XVII DISCIPLINE

Section 1. Discipline Procedure

- a) The Employer agrees to the principle of positive progressive discipline. Should a

written complaint be lodged against an employee, the employee may have the opportunity with a representative, if desired, to respond to the complaint during an informal meeting with their supervisor. The absence of such a meeting will not preclude the Employer from proceeding with discipline. The decision to pursue disciplinary action will be made within 30 days from when the Employer first knew, or should have known, of the incident and shall be administered as soon as practicable.

b) When the Employer is considering a disciplinary suspension, the Employer will act to schedule a pre-disciplinary meeting with the employee within thirty (30) days (unless there is an extension of time) of the date the Employer is made aware of the action giving rise to the discipline. The Employer will inform the employee of their right to Union representation before any such meeting and will give the employee at least seventy-two (72) hours prior notice of the time and place such meeting will be held. At the pre-disciplinary meeting, the Employer will review the facts and circumstances which give rise to the potential discipline. The Employer will endeavor to schedule pre-disciplinary meetings that accommodate attendance by Union representatives and may permit representation via telephone or other teleconferencing methods, which will not be unreasonably denied. Union representatives will not unreasonably withhold agreement upon extensions, will endeavor to make themselves available for such meetings and will make every effort not to cancel scheduled meetings.

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

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

Section 2. Reprimand, Suspension, Demotion and Discharge

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, or served with notice of intent to discharge or demote, a copy of the notice of such action will be given to the Union, unless otherwise requested not to do so by the employee.

Section 3. Letters of Notification

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

Section 4. Letters of Warning

Letters of Warning issued to employees covered herein will not be used against the employee in any future decision more than six (6) months after the date of issuance. However,

Letters of Warning may be used to establish a disciplinary pattern in all discharge proceedings as governed by Rule 250.110(d) of the State Universities Civil Service System Statute and Rules. Before issuing a Letter of Warning, the supervisor shall discuss the violation with the employee and, whenever possible, offer reasonable methods of correcting the violation.

Section 5. Disciplinary Suspensions

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

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. General Provisions

- a) Definition - A grievance shall be defined as any complaint by an employee or by the Union, arising in the course of employment by the Employer or concerning the administration or interpretation of this Agreement. It is the intent of the Parties to extend to each employee a right to a fair hearing on any grievance.
- b) Duties - Each supervisor and each employee has an obligation to make every effort to resolve employment related problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority pursuant to procedures set forth herein except as discussed below. Involuntary separation during the probation period may not be appealed to arbitration.
- c) Representation - Each employee shall have the right to Union representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Union intervention, the Union shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Union representation at any meeting called for the purpose of administering discipline. Employees shall be informed of this right prior to such meetings.
- d) Discipline and Discharge - No employee shall be disciplined or discharged except for just cause.
- e) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under Civil Service System Statute and Rules or the *Illinois Educational Labor Relations Act*. Employees who wish to grieve a demotion or discharge shall follow the provisions of Article XVIII, Section 2, Step Two (a), of this Agreement.
- f) Related Services - Employees are encouraged to make use of the University's Office of

Access and Equity and Employee Assistance Program to resolve personal and other matters falling within these realms.

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

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

i) A copy of all grievances and responses to said grievances at the Campus Chancellor and University of Illinois System – Level Designated Grievance Hearing Officer levels issued to employees covered herein will be forwarded to the Union.

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

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

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

Section 2. Procedure

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

Step One

- a) To be considered formally, a grievance must be in written form, must cite the section(s) of the Agreement alleged to have been violated, must be signed by the grievant(s) or a Union Representative (Steward, Business Representative), and must be filed with the appropriate supervisor. The written grievance need not follow any particular format. It must be submitted within thirty (30) calendar days after the occurrence leading to the grievance.
- b) The designated supervisor will review the informal decision given earlier. The supervisor may change, modify, or affirm this decision and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms the original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date they received the written grievance and forward it to the responsible Administrator or designee within five (5) workdays after its receipt.
- c) The responsible Administrator or designee may meet with the grievant and/or their representative regarding the grievance but in any event shall consider and answer the grievance in writing not later than ten (10) workdays following the date upon which it was formally presented to the designated supervisor. If the responsible Administrator or designee fails to answer within the ten (10) workdays, or if the responsible Administrator's or designee's answer does not resolve the grievance in a manner acceptable to the grievant, they may appeal to Step Two of the procedure.

Step Two

- a) Notwithstanding the provisions of Step One above, grievances concerning discharge or demotion shall be filed directly at Step Two within ten (10) business days of the Employer's serving of "Written Charges for Discharge" or "Notice of Demotion" pursuant to Rules and Regulations of the State Universities Civil Service System. In addition, the Union may file a grievance (as defined in this Section 1 (a)) at Step Two if the grievance is common to employees employed in at least two (2) administrative units covered under this Agreement as of the date of the grievance.
- b) An appeal to Step Two of the grievance procedure must be filed within ten (10) business days after the Step One response is received or due, whichever occurs first. Any decision by the responsible Administrator at Step One that is not appealed within ten (10) business days after it is received or due shall be considered binding upon the grievant, the Union and the Employer.
- c) The appeal to Step Two shall be filed with the Chancellor and copied to the appropriate Labor/Employee Relations Office. Upon receipt of an appeal, the Chancellor or designee shall offer a fair hearing to the grievant(s) and shall conduct any investigation that they feel is needed. A written decision shall be issued fifteen (15) business days after receipt of the appeal at Step Two if no hearing is conducted, or within fifteen (15) business days from the close of the hearing if a hearing is conducted.
- d) If the Chancellor or designee fails to do so, or if the decision is unacceptable to the grievant, the grievant may appeal the grievance to Step Three of the procedure.

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

Step Three

a) An appeal to Step Three of the grievance procedure must be filed in writing with the University of Illinois System – Level Designated Grievance Hearing Officer within ten (10) business days after the Step Two response is received or due, whichever occurs first. If the decision is not appealed within ten (10) business days after it is received or due, the decision shall be considered binding upon the grievant, the Union and the Employer. If the grievant elects to appeal to the University of Illinois System – Level Designated Grievance Hearing Officer, the Chancellor or designee shall make available to the University of Illinois System – Level Designated Grievance Hearing Officer, the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor's or designee's decision and reasons therefore.

b) Upon receipt of an appeal, the University of Illinois System – Level Designated Grievance Hearing Officer will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation they feel necessary. The University of Illinois System – Level Designated Grievance Hearing Officer shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or shall offer a fair hearing to the grievant(s) for the purpose of obtaining additional information and issue a written decision thereafter. A written decision shall be issued fifteen (15) calendar days after the receipt of the appeal at Step Three if no hearing is conducted, or within fifteen (15) calendar days from the close of the hearing.

c) The University of Illinois System – Level Designated Grievance Hearing Officer will evaluate the grievance in its entirety from the first level of appeal and will not be restricted to only those issues whereby agreement was not reached at the Step One or Two of the procedure.

d) Any hearing conducted by the University of Illinois System – Level Designated Grievance Hearing Officer will follow informal procedures with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, the grievant and their representative. A member of the staff of the Human Resources Office should be available as a resource person.

e) If the decision of the University of Illinois System – Level Designated Grievance Hearing Officer does not resolve the grievance, the grievance may be moved to arbitration.

Section 3. Arbitration.

- b) If the grievance has not been resolved at Step Three, the Union may appeal the grievance to arbitration by filing with the University of Illinois System – Level Designated Grievance Hearing Officer a request for arbitration, provided the request for arbitration is submitted within thirty (30) calendar days after the decision at Step Three is received or due, and provided arbitration is not precluded under this Agreement. Within 30 calendar days of filing a request for arbitration, the Union must contact the Employer to begin establishing a reasonable timeline to conduct the arbitration. The Parties may mutually agree to extend this time. If no contact for proposed dates has been initiated within the allotted time, any legal request for appeal (including the request for arbitration) is waived and the decision of the University of Illinois System – Level Designated Grievance Hearing Officer or designee shall be considered binding upon the Union, grievant and the Employer.
- c) Costs of the arbitration, including the fee of the arbitrator, shall be equally divided between the Union and the Employer, except that each party will be responsible for any expenses: (1) incurred in the preparation and presentation of its own case and; (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the Employer; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- d) An arbitrator will be selected by filing a request with the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of seven (7) arbitrators. Either party may reject the first panel of arbitrators. Within ten (10) business days of receipt of the list of arbitrators, the University of Illinois System – Level Designated Grievance Hearing Officer or designee, and the Union representative shall select an arbitrator by alternatively striking names from the list, with the University of Illinois System – Level Designated Grievance Hearing Officer or designee striking the first name. The last remaining name shall be the arbitrator.
- e) If for any reason the person selected is unavailable, the procedure shall be repeated with a new list of arbitrators. The arbitrator shall interpret this Agreement only and shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employee, the Employer and the Union.
- f) During the term of this Agreement, the Parties may mutually agree to implement expedited arbitration and the arbitration selection process may be amended by mutual agreement of the Parties.

Section 4. Variations.

- a) An employee who has a grievance based on discrimination shall first discuss the complaint informally with their designated supervisor, department head, the Office of Access and Equity or other official designated by the Chancellor in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.
- b) The Office of Access and Equity will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise publicizes the

grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the Office of Access and Equity may be called upon to assist throughout the proceedings and to provide input.

c) Involuntary separation from: 1) a non-status position; or 2) during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the University of Illinois System – Level Designated Grievance Hearing Officer will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the Employer’s equal employment obligations and policies.

d) If any part of the decision of the University of Illinois System – Level Designated Grievance Hearing Officer is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the University of Illinois System – Level Designated Grievance Hearing Officer is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the University of Illinois System – Level Designated Grievance Hearing Officer is extended to thirty (30) calendar days after said review is completed and received.

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

ARTICLE XIX CIVIL SERVICE

Section 1. Position Classification Review

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

If the audit substantiates that an employee has been performing duties of a higher-rated classification, the employee shall be paid the higher rate (if the duties of the employee are not reduced) effective the beginning of the pay period after the employee receives the results of the

audit. This will happen if the employee has passed the appropriate examination required for the higher-rated classification. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning of the pay period following notice of passing the appropriate examination.

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

Section 2. Job Descriptions

a) Generally, the Employer will use the same or similar departmental job description within one department or unit when the duties and responsibilities of the positions are the same. Job descriptions will be given to the employee to review in accordance with the State Universities Civil Service System Rules. Employees will be notified of any changes made to the job description.

b) Any employee may request a meeting with their supervisor to discuss their job description. If an employee requests a meeting, the supervisor will respond to the request within two (2) weeks absent exigent circumstances.

As a general rule, the job description should be based on those duties and responsibilities occupying the majority of the position's work time.

Section 3. Civil Service Meetings

The Union shall designate two (2) representatives for the Clerical unit to meet at least quarterly with Campus Human Resources representatives for the purpose of providing input and recommendation to the University with respect to matters regarding the Civil Service System. The Employer and the Union are committed to working to ensure the proper application of Civil Service Statutes. This meeting shall take place at the same time as the SEIU Local 73 Professional, Technical, and Service & Maintenance employees unit meeting for that purpose.

ARTICLE XX PERSONNEL FILES

Section 1. Official Personnel File

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

Section 2. Employee Review of Official Personnel File

Employees will be permitted to review their Official Personnel File pursuant to provisions of the *Personnel Record Review Act* (820 ILCS § 40/0.01 et seq.) and Policy and Rules (Policy Number 18). If authorized by an employee in writing, the Union may also review the Official Personnel File pursuant to relevant provisions of this Policy. Such review may be made during

working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if they wish. Reasonable requests to copy documents in the files shall be honored. Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth in Policy and Rules (Policy Number 18).

Section 3. Employee Notification

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

Section 4. Necessary to Employment Information

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

ARTICLE XXI DUES DEDUCTION

Section 1. Authorization

The Union will provide to the employer verification that dues deductions have been authorized by the employee. Upon notification from the Union of an employee's written authorization, the Employer shall deduct dues and/or Committee on Political Education (COPE) contributions set forth in the authorization and shall remit the amounts bi-monthly (twice each month) to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Employer agrees to provide monthly reports that detail the deducted amounts. These reports shall also detail the employee's bi-weekly gross base earnings for the pay period.

The Parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union shall advise the Employer of any increase in dues in writing at least thirty (30) days prior to its effective date.

Section 2. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorneys' fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of this Article; provided, however, the Union shall

not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal actions regarding this Article.

Section 3. Procedure

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

ARTICLE XXII NO STRIKE OR LOCKOUT

Section 1. No Strike

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

Section 2. Employer/Employee Rights

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

Section 3. No Lockout

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

ARTICLE XXIII SAVINGS CLAUSE

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

**ARTICLE XXIV
PERIOD COVERED, STATUS DURING NEGOTIATIONS, STEP
INCREASES - SUCCESSOR NEGOTIATIONS AND
COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 27, 2024 and remain in full force and effect through the completion of the last shift beginning prior to 11:59 pm on August 26, 2029. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

Section 2. Status During Negotiations

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

Section 3. Step Increases - Successor Negotiations

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

Section 4. Commencement of Negotiations

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this 1st day of July, 2024.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73,
CTW, CLC

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: [Signature]
Lead Negotiator
[Signature]
President

BY: Paul Clinger
Vice President, Chief Financial Officer
and Comptroller

Tammi Miller Tammi Miller

APPROVED: [Signature]
Senior Associate Vice President and Chief
Human Resources Officer

Carolyn D. Brown C. Brown

[Signature]
[Signature]

[Signature]
Executive Director of Labor and
Employee Relations and Special Counsel

Clare Gimmenga

Keino R. Robinson
Director of Labor and Employee
Relations and Lead Negotiator

[Signature]

Jacqueline Ball Jacqueline Ball

APPROVED AS TO LEGAL FORM:

Natasha Taylor Natasha Taylor

Matthew G Jones 06-13-2024
University Counsel (Date)

[Signature]
[Signature]