

AGREEMENT BETWEEN  
NORTHWESTERN UNIVERSITY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73  
September 1, 2020 - August 31, 2023

## AGREEMENT

This Agreement is effective as of September 1, 2020 between NORTHWESTERN UNIVERSITY, an Illinois corporation, hereinafter called "University," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, hereinafter called "Union."

### WITNESSETH:

WHEREAS, this agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustments of grievances and disputes between employer and employee in the University, and to prevent waste and unnecessary and avoidable delays and expense, and for the purpose of securing for the University sufficient custodial workers, lead custodial workers, and head custodial workers, if at all possible and so far as possible, to provide for labor's continuous employment to be in accordance with the conditions herein set forth and at wages herein agreed upon and that costs may be as low as possible consistent with fair wages and conditions, always keeping in mind fair treatment to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is agreed between the University and the Union as follows:

### ARTICLE 1

#### TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2020 and shall continue in effect through August 31, 2023 and shall be automatically renewed thereafter from year to year from such later date unless either party shall give written notice to the other party no later than sixty (60) days prior to August 31, 2023 or any subsequent anniversary date thereafter, as the case may be. Notices shall be addressed to the Union at its office at 300 South Ashland Ave., Suite 400, Chicago, IL 60607-2746, or at such other address as the Union may have furnished the University in writing, and addressed to the University, directed to the Vice President for Human Resources, 720 University Place, Evanston, Illinois 60208-1145. This Agreement covers custodial workers, lead custodial workers, and head custodial workers working in the Evanston Campus educational buildings of the University.

ARTICLE 2  
RECOGNITION

The University recognizes the Union during the life of this Agreement as the sole and exclusive bargaining representative for all employees within the jurisdiction of the Union who are within the classifications set forth in this Agreement or any amendment thereof.

If the University should decide to contract out work which has been performed by bargaining unit employees, the University will so advise the Union at the time such contracting of services is contemplated. At least one month notice shall be provided between the time of notice of contemplation of contracting out and the actual contracting, should such contracting occur.

This time period shall be used so that the University and the Union can work on ways to improve the actions that caused the University to contemplate contracting of services. If the University should decide to contract out work which has been performed by bargaining unit employees, the University will, at the Union's request, meet with the Union to discuss the impact of such action upon the bargaining unit and to negotiate concerning the effects upon any employees who may be displaced.

If any additional contracting of unit work is contemplated by the University during the course of a one month notification and discussion period, the notification of contracting and subsequent discussion of that additional contracting shall be absorbed into the original one month notification and discussion period. An additional one month period to discuss the additional contracting out shall not be required.

Management maintains the right, without any prior discussion period as detailed above, to transfer employees and to change facilities from custodial cleaning to contract cleaning and from contract cleaning to custodial cleaning.

ARTICLE 3  
NO STRIKE, NO LOCKOUT

There shall be no lockout by the University nor shall there be any work stoppage, strike, picketing, slowdown or honoring of any picket line by the Union or its members during the term of this Agreement or any extension thereof, except as herein otherwise provided.

## ARTICLE 4

### ACCESS BY REPRESENTATIVES

Representatives of the Union, having in their possession proper credentials, may interview custodial workers, lead custodial workers, and head custodial workers, provided that such representatives receive permission from designated supervisors to interview employees during working hours and such interview will not interfere in the progress of the work being done by University employees.

## ARTICLE 5

### STEWARDS

(a) The employees shall elect up to two (2) members of the bargaining unit to serve as stewards. A steward shall serve the members working within a defined area, except in the absence of the other steward(s).

(b) A steward may meet with employees and/or members of management to discuss grievances. When it is necessary for such meetings to take place during scheduled working hours such time shall be treated as time worked for pay purposes. However, it is agreed that working time so spent will be held to the minimum necessary and further, at a time and place designated or approved by management. No steward or employee will leave assigned work for this purpose without prior supervisory approval. Supervisors shall not unreasonably deny such request.

(c) The University agrees to grant to each steward up to eight (8) hours excused and unpaid absence within a twelve (12) month period to attend training sessions sponsored by the Union. A Union request for such training will be submitted in writing to the University not less than three (3) weeks prior to the scheduled training session and will set forth the duration of the training and a statement that the training is required.

## ARTICLE 6

### NON-DISCRIMINATION

Northwestern University and the Union do not discriminate against any individual or permit discrimination by any member of the University community against any individual on the basis of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship status, veteran status, genetic information, or any other classification protected by law, in matters of admissions, employment, housing, or services or in the educational programs or activities the University operates.

Prohibited harassment is verbal or physical conduct or conduct using technology directed toward someone because of their membership in a protected class (or a perception that someone is a member of a protected class) that has the purpose or effect of substantially interfering with the individual's educational or work performance, or creating an intimidating, hostile or offensive working or academic environment.

## ARTICLE 7 UNION SECURITY

(a) All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union, as a condition of continued employment, on and after the 31st day following the beginning of their employment or on and after the 31st day following the execution of this Agreement, whichever is the later,

(b) The University agrees to inform the Union in writing, not later than fifteen (15) days after a new employee is hired, of the employee's name, address, social security number, and date of hiring.

(c) Whenever an employee quits, retires, is discharged or suspended, written notice will be sent to the office of the Union.

(d) When the University needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the University shall not be required to hire those referred by the Union.

## ARTICLE 8 MANAGEMENT RIGHTS

The University retains all rights of management, except to the extent that this Agreement limits such rights. Such rights include, but are not limited to, the right to manage the business of the University; to determine standards of instruction, research, and all other University activities; to develop and use new methods, procedures and equipment and to train employees in such use; to direct the work force; to determine schedules and the nature of work to be performed by employees and the methods, procedures and equipment to be utilized by employees in the performance of their work; to achieve the highest level of employee performance and production consistent with safety and good health; to make, change and enforce reasonable rules of conduct;

to hire, lay off, promote, and transfer employees; to discipline or discharge employees for just cause; to utilize all employees whenever necessary in cases of emergency or in the interest of the efficient operation of the University. However, it is understood that the University shall bargain collectively with regard to policy matters directly affecting wages, hours, time and condition of employment as well as the impact thereof, upon request by the Union.

## ARTICLE 9

### UNIVERSITY JOB POSTING AND TRANSFER REQUEST

#### Section 1. Job Posting

The University Open Positions List shall be posted by each time clock. Employees interested in posted vacant positions, with the exception of custodian positions, must make formal application directly to the Department of Human Resources, Employment Division.

When an employee bids for a promotional custodial job vacancy, seniority shall be one of the factors considered in evaluating the employee for the job.

#### Section 2. Transfer Request

The University shall maintain a Transfer Request List for custodial vacancies for use of all regular custodial employees. Any regular employee covered by this Agreement may request a transfer to another shift by adding his or her name, current shift and shift requested to the Transfer Request List. When a position becomes vacant the University shall first review the List, selecting the most senior employee requesting the vacant shift.

At the time the Facilities Management Department becomes aware of a shift vacancy, the Transfer Request lists shall be frozen and removed from their posting places until the shift vacancy is filled, after which the name of the transferred custodian shall be removed and the lists reposted.

An employee who has bid on a shift transfer and not received that shift shall be so notified by the University within forty-eight (48) hours from the time the position was accepted by another employee. Notification shall be in the form of a memo from the University to all custodial workers and shall be posted by each time clock.

When an employee is selected for a shift transfer he or she shall be moved to the new position in not more than forty-five (45) days following the date the position was posted.

ARTICLE 10  
DUES CHECK-OFF

Section 1. Regular Employees

The University agrees to deduct Union dues from the pay of each regular employee who has provided the University with a written check-off authorization on the form as hereinafter provided, and forward same to the Secretary-Treasurer or to a duly authorized representative of the Union so that the dues are received by the Union on or prior to the last day of the months of January, April, July and October, following the quarters in which the deductions.

Each check-off shall become effective upon receipt by the University from each employee on whose account such deductions are made of a written assignment and signed authorization in substantially the following form:

I, the undersigned member of SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, hereby authorize my Employer to deduct from my wages on the first pay day in each month, one-third of my quarterly Union dues, in accordance with the Union's Constitution and By-Laws and the Collective Bargaining Agreement between the University and said Union, and remit same to the Secretary-Treasurer of the Union or to a duly authorized representative of the Union so that same is received by the Union on or prior to the last day of the said months following the quarters in which the deductions are made.

This authorization and assignment shall be irrevocable for the term of the application contract between the Union and my Employer, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to my Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Signed:

Witness:

Date:

Section 2. Temporary Employees

The University agrees to deduct Union dues from the pay of each temporary employee who has provided the University with a written check-off authorization on the form as hereinafter provided, and forward same to the Secretary-Treasurer or to a duly authorized representative of the Union so that the dues are received by the Union on or prior to the last day of the months of January, April, July and October, following the quarters in which the deductions are made.

Each check-off shall become effective upon receipt by the University from each temporary employee on whose account such deductions are made of a written assignment and signed authorization in substantially the following form:

I hereby authorize my Employer to deduct union dues in the amount of \$ as certified by the union as the current rate of dues or an amount as may hereafter be established by the local union as monthly dues. This deduction is to be turned over to Service Employees International Union, Local 73. The authorization of this deduction is entirely voluntary on my part.

Signed:

Date:



ARTICLE 11  
HOURS AND WAGES

Section 1. Hours

Employees shall clock-in, in uniform, ready to work and shall clock-out in uniform at the end of the shift.

(a) The regular workweek for full-time custodial workers, lead custodial workers, and head custodial workers shall be forty (40) hours (lunchtime excepted) to be worked in not more than five (5) days (or nights) in any week. The University guarantees regularly employed run-time custodial workers, lead custodial workers, and head custodial workers at least forty (40) hours of work a week at straight time so long as they are willing and able to work such hours. The scheduled workweek for regular part-time custodians shall be not less than seventeen and one-half (17.5) hours. Custodial employees shall be paid one and one-half times their regular rates for all hours worked in excess of eight (8) hours per day and forty (40) hours per week and shall receive two (2) consecutive days off in each workweek,

(b) Nothing herein shall be construed as stipulating the number of employees to be hired for any building. If any custodial worker or head custodial worker is requested to work overtime, he/she shall be paid therefor and shall not be required to take compensatory time off. The University will make known to the employee(s) expected to do overtime work the probability of its necessity as far in advance as possible but not less than twenty-four (24) hours in advance, except in cases of unforeseen emergency. The opportunity to do overtime work shall be offered and, to the extent that employees volunteer, distributed equally on the basis of seniority among the employees within the work area affected. Employees may be required routinely to work up to twenty (20) hours per month. When employees have worked twenty (20) or more hours within the month and additional overtime must be worked, if there is an insufficient number of volunteers, the University may assign the remaining overtime to the least senior employees in that work area who are capable of performing the work.

(c) An employee assigned to work on the sixth day of his/her workweek or on a holiday shall be guaranteed four (4) consecutive hours of work at the applicable premium rate for the date concerned.

(d) The University agrees that no more than 40% of the regular custodial staff shall be required to work the third shift involuntarily and that, in assigning employees to the third shift, volunteers shall be first assigned. If an insufficient number of employees volunteer to work the shift, the University may assign the least senior employee(s) to the shift.

(e) An employee's schedule shall not be changed in order to avoid overtime.

Section 2. Wages

(a) Straight time hourly wage rates shall be in effect as of the dates and periods of continuous service shown and described below. For the purpose of this Agreement "continuous service" is defined as the period of service since the employee's most recent date of hire. Continuous service is not interrupted by authorized or approved absences, including absences due to disability, but accepting leaves of absence granted for reasons of the employees' personal convenience.

(b) All custodians on the payroll as of September 1, 2020 shall receive a wage increase of 0% per hour. All custodians on the payroll as of September 1, 2021, shall receive a wage increase of 2% per hour. All custodians on the payroll as of September 1, 2022, shall receive a wage increase of 2.5% per hour.

(c) The pay steps during the term of this Agreement shall be effective on the first day of the pay period in which the dates below fall:

	<b>Hire</b>	<b>After 6 months</b>	<b>After 18 months</b>	<b>After 30 months</b>
<b>Effective September 1, 2020</b>	\$16.63	\$21.57	\$22.95	\$24.28
<b>Effective September 1, 2021</b>	\$16.96	\$22.00	\$23.41	\$24.77
<b>Effective September 1, 2022</b>	\$17.39	\$22.55	\$23.99	\$25.38

(d) The effective date of a wage increase resulting from movement to a higher pay step shall be the payroll period beginning date closest to the employee's service date that qualifies the employee for the step increase.

(e) Lead Custodians shall receive one dollar per hour premium in addition to the applicable custodial wage rates.

(f) The Head Custodial Worker's basic hourly rate shall be 115% of the Custodial Worker's basic hourly rate.

(g) An employee shall receive a premium of fifty cents (\$0.50) per hour for each hour worked on Sunday when such hour is part of his/her regular forty (40) hour workweek Effective September 3, 2000 an employee shall receive fifty-five cents (\$0.55) per hour for each hour worked on Sunday when such hour is part of his/her regular forty (40) hour workweek.

## ARTICLE 12

### HOLIDAYS

The following holidays shall be observed on the days on which they are observed by the University: Two (2) days for New Year's, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Two (2) days for Christmas.

If custodial workers are required to work New Year's Eve and/or Christmas Eve, management will make all reasonable efforts to change the shift to earlier hours, such as 8:30 a.m. to 5:00 p.m. on those days.

It is understood that a regular employee shall be credited with the normal number of scheduled work hours in his or her shift as time worked on each of such holidays, provided that he or she shall have worked a full day upon the last scheduled workday preceding such holiday, and also upon the first scheduled workday succeeding such holiday, unless such absence(s) occurred with the express consent of the University. Employees required to work on the above holidays shall be paid for such hours worked at the rate of time-and-one-half their regular hourly rates, in addition to their regular holiday pay.

If any of the above listed holidays fall on a Saturday or Sunday, either the Monday following or the Friday preceding shall be recognized as the holiday as announced by the University at least one (1) month in advance.

Personal floating holidays are available for personal business, family sickness, and religious observance, and may also be used as an extension of bereavement absence or vacation time. Northwestern University annually provides up to three personal floating holidays as paid time away from work each fiscal year (September 1 – August 31).

Staff members are granted three personal floating holidays on September 1 of each fiscal year (September 1 - August 31).

Three personal floating holidays will be granted on each subsequent September 1 following the date of hire. Personal floating holiday time is not available for use during an unpaid leave of absence.

#### **Using Personal Floating Holiday Time**

Personal floating holiday time must be scheduled in advance and in accordance with department rules. Scheduling personal floating holidays on short notice for emergency purposes is at the discretion of the supervisor, who may request documentation of the reason for the emergency. The department/unit may limit the amount of personal floating holiday time taken at one time in consideration of departmental/unit needs. -

#### **Carryover**

Personal floating holidays that are unused at the end of the fiscal year (August 31) are forfeited.

ARTICLE 13

VACATIONS

Section 1. Vacation Accumulation

- (a) Regular employees who work seventeen and one-half (17.5) hours per week or more shall receive vacation benefits as described herein. For purposes of this Agreement, a "regular employee" is one hired into a budgeted position, whose employment is expected to continue for a year or more and who works a regular schedule.
- (b) Vacation time shall accrue on the basis of an employee's accrual base hours. "Accrual base hours" consists of all of the employee's scheduled regular work hours that are worked or otherwise paid for as vacation time, holiday time, jury duty leave or funeral leave. Accrual base hours, when multiplied by an "accrual factor," produce the amount of vacation time accumulated during the specified period. A standard work year consisting of 52.2 workweeks of accrual base hours is used for the purpose of defining annual allotments of vacation time.
- (c) Newly hired employees shall receive up to one work week of vacation time, based upon accrual base hours, at the beginning of the pay period following that in which they complete one-half year of continuous service. Up to one additional workweek is credited during the pay period following that in which the second half-year of service is completed. Thereafter, vacation time shall be accrued at the end of each biweekly pay period as follows:

SERVICE PERIOD	ACCRUAL FACTOR	ACCRUAL BASE ANNUAL ALLOTMENT
2nd through 8th year	.0383	2 workweeks
9th through 15th year	.0575	3 workweeks
16th through 20th year	.0766	4 workweeks
21st year and after	.0958	5 workweeks

- (d) However, employees hired prior to September 1, 1982 shall accrue vacation time as follows:

SERVICE PERIOD	ACCRUAL FACTOR	ACCRUAL BASE ANNUAL ALLOTMENT
2nd through 5th year	.0383	2 workweeks
6th through 10th year	.0575	3 workweeks.
11th through 20th year	.0766	4 workweeks
21st year and after	.0958	5 workweeks

- (e) As each employee completes that amount of service which qualifies the employee for an increased rate of vacation accrual, up to one (1) week's vacation time, depending upon accrual base service during the year immediately preceding, will be added to the employee's vacation account.

## Section 2. Vacation Rules

(a) Use of vacation time must be scheduled in advance and taken at times that do not interfere unduly with the work of the department. After completion of the initial six (6) months of continuous service, an employee may use vacation time whenever approved by the supervisor, within the limits of the vacation time credited.

(b) If two employees are on vacation at the same time from June 1 to September 30, a third person will be granted one personal floating holiday, if scheduled in advance, during any day of that period based upon the seniority of the requester(s), if there is more than one request for use of the personal floating holiday.

(c) Vacation time is not "advanced," that is, employees may not take vacation time before it is credited.

(d) Any employee who is discharged or laid off, or whose service is terminated for any reason by act of the University or the employee, shall upon such termination be compensated for accrued vacation time.

(e) An employee who is scheduled to take two or more weeks of vacation may obtain vacation pay in advance by so notifying the supervisor not less than two calendar weeks before the first day of the scheduled vacation. Such vacation pay will be provided only in full week amounts, e.g., pay for two full weeks, three full weeks, etc. Advance vacation payment requests must be submitted in writing on a form provided.

(f) When an authorized holiday falls during an employee's vacation period that day shall not be charged to the employee's vacation balance.

(g) The maximum amount of vacation time that maybe accumulated shall be one and one-half times the employee's annual allotment. When the maximum is reached no more vacation time shall accrue until the employee has used some.

(h) Bargaining unit employees who wish to bid for vacation for the year must submit their request on the Vacation Request Form no later than the last day of February of that year. Vacation requests thus submitted shall be granted on a seniority basis, as described below.

A vacation period shall consist of one or more consecutive scheduled workdays off. The employee with the most seniority in the bargaining unit shall be granted his or her first pick of a vacation period. The next senior employee shall then be granted his or her first pick of vacation period, so long as it does not conflict with the vacation granted the more senior employee within the same work section, and so on. This process shall continue until each employee has been granted his or her first (or subsequent, if the first is a conflict with the vacation of a more senior employee) vacation request. Once each employee with a vacation request has been granted a vacation, additional requests shall be granted in the same manner.

Vacation requests made after the last day of February shall be considered on a first come, first serve basis.

Vacation schedules shall be posted in a prominent place in each work section.

## ARTICLE 14

### ABSENCE MANAGEMENT PROGRAM

#### Section 1.

Regular employees will be able to participate in the University's Absence Management Program on the same basis as other non-exempt University Staff.

#### Section 2.

Employees employed by Northwestern University and subject to the provisions of this agreement had their sick days as of August 31, 2012 frozen for subsequent payout at a rate of 30% of their wages (at the time of retirement), not to exceed \$5,500. These banked days are not available for employee use. In order for eligible employees to receive this benefit, they must retire at age 62 or older.

## ARTICLE 15

### OTHER PAID LEAVE

#### Section 1. Jury Leave and Bereavement Leave

Employees covered under this agreement are eligible to participate in the University's Leave of Absence and Paid Time Away programs on the same basis as other University staff, except where otherwise indicated. Detailed information can be found in the Staff Handbook issued by the University and available to all employees.

## ARTICLE 16

### SENIORITY

#### Section 1. Seniority Rating

The seniority of each regular employee is his/her relative position with respect to other custodial workers based on the length of his/her continuous service in the Custodial Workers Section of the Facilities Management Department; provided that regular, continuous service with the University in any position between the date of initial employment and the effective date of this Agreement shall be continued in determining the seniority of any employee.

#### Section 2. Loss of Seniority

Seniority and continuity of service shall be broken and terminated when:

- (a) A regular employee quits the service of the University of his or her own volition.

- (b) A regular employee is discharged by the University.
- (c) A regular employee absents him or herself for a period of five (5) consecutive working days without notification to the University.
- (d) A regular employee fails to report to work at the termination of an authorized leave of absence or excused absence.
- (e) A regular employee fails to report for work within one week after notice of recall from layoff, sent by registered mail from the University to the employee's address on file with the University.

Regular employees re-employed after termination of employment caused by any of the foregoing reasons shall be considered new employees.

### Section 3. Lay-offs and Rehiring

Both the University and the Union recognize that job security in the event of decrease of forces and rehiring after lay-offs should increase in proportion to length of continuous service and that, in the administration of this section, the intent will be that, wherever practicable, full consideration shall be given continuous service in such cases.

In recognition, however, of the responsibility of the University for the efficient operation of its physical plant, it is understood and agreed that, in all cases of layoffs and return to work of regular employees laid-off, the following factors shall be considered:

- (a) Continuous service,
- (b) Ability to perform the work

And that lay-offs shall be made according to the length of the employee's continuous service provided the employee has the ability to perform the work.

### Section 4. Seniority Lists

The University agrees to compile and furnish to the Union a list showing the seniority of each regular employee as of the effective date of this Agreement and to furnish a new seniority list to the Union upon request semi-annually thereafter as long as this Agreement is in effect.

## ARTICLE 17

### DISCIPLINE AND DISCHARGE

Employees will not be discharged, suspended, disciplined or otherwise penalized by management without just cause.



When an employee is suspended, given written warning of discharge, or discharged, the University shall advise the Union in writing.

## ARTICLE 18 GRIEVANCE PROCEDURE

### Section 1. Grievance Defined

A grievance is a difference of opinion between an employee, a group of employees, or the Union, and the University as to the meaning or application of any provision(s) of this Agreement. Employees with less than three months of continuous service within the bargaining unit shall not be eligible to invoke the grievance procedure.

The grievant, together with the Union representative (if the grievant so desires), shall first discuss the matter in dispute with the supervisor or other member of management responsible for the action that is being complained about. When such discussion has not resolved the dispute, it may be reduced to writing and submitted as a formal grievance. The written grievance must specify the provision(s) of the Agreement applicable to the cause of the grievance.

### Section 2. Grievance Steps and Time Limits

#### (a) Step One

Within ten (10) workdays of the event giving rise to the grievance, the grievance shall be presented in writing to the Director of Facilities Management Operations. The written grievance must specify the provision(s) of the Agreement applicable to the cause of the grievance and the remedy sought. The Director or designee shall review the grievance and provide a written response within ten (10) workdays following receipt of the written grievance or, if a grievance meeting is held, within ten (10) workdays following the grievance meeting.

#### (b) Step Two

If the answer given at Step One is not acceptable to the Union, the grievance shall be submitted in writing within ten (10) workdays to the Associate Vice President for Human Resources. The written grievance must specify the provision(s) of the Agreement applicable to the cause of the grievance and the remedy sought. The Associate Vice President or designee shall review the grievance and provide a written response within ten (10) workdays of receipt of the grievance or, if a grievance meeting is held, within ten (10) workdays following the grievance meeting.

A grievance initiated by the Union shall enter the grievance procedure at the Step Two level.

(c) Failure to meet the time limits specified herein, unless the time limits are extended by mutual agreement, shall mean that the grievance is terminated (if the grievant or Union fails to meet a time limit), or that the grievance moves automatically to the next step (if the University fails to meet a time limit).

## ARTICLE 19

### ARBITRATION

The Union may appeal an unsatisfactory Step Two grievance response to arbitration, providing it does so by written notice to the Associate Vice President for Human Resources within fifteen (15) calendar days of receipt of the Step Two grievance response.

When Arbitration is invoked, the University and the Union will within five (5) workdays request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The University and the Union will meet within five (5) workdays after receipt of the list to seek agreement on an arbitrator. If an arbitrator from the list cannot be agreed upon, the University and the Union will each strike one (1) name from the list alternately until one (1) name remains. The Union will strike the first name. The remaining name shall be the duly selected arbitrator.

The decision(s) of the arbitrator shall be final and binding and shall be limited to the terms and provisions of this Agreement. In no event may the terms and provisions of the Agreement be altered, amended, or modified by an arbitrator. The parties will share all costs, fees, and expenses charged by the arbitrator equally.

## ARTICLE 20

### STUDENT AND TEMPORARY EMPLOYMENT

#### Section 1. Student Employment

This Agreement does not cover or apply to students attending the University, who may, at the discretion of the University, be employed to perform work as a means of earning part of their expenses. It is agreed that the employment of such students will not cause the displacement of any regular employee and the amount of their work will not exceed ten percent (10%) of the total work hours involved.

#### Section 2. Temporary Employment

This Agreement does not cover or apply to temporary part-time or full-time employees, who may, at the discretion of the University, be employed to augment, but not replace, the regular and

student workforce because of absences, long term illnesses, or especially heavy temporary workloads.

The University agrees to attempt to obtain such temporary workers through Union referral as well as other sources and the Union agrees to attempt to provide the University with referrals of qualified laid-off custodial workers for temporary work.

The Facilities Management Department shall maintain a roster of qualified temporary workers. The top person on the list shall be called first when work is available. If this worker is unavailable, the worker will be called first the next instance until he or she is available. However, if he or she is not available the three times called, the worker will be dropped to the bottom of the roster. A temporary worker may ask at any time to be dropped from the roster and the University may at any time drop a temporary worker from the roster. .

Qualified temporary custodial workers shall be eligible to apply for regular custodial positions, should they become available, through the regular University employment application process.

Workers hired as temporary employees shall be subject to the monthly or quarterly Union dues rate, whichever shall apply, but not initiation fees..

## ARTICLE 21

### INSURANCE, EDUCATIONAL ASSISTANCE, AND RETIREMENT PLANS

The University agrees that all regular employees covered by this Agreement are eligible to participate in the University's retirement, educational assistance and group insurance plans on the same basis as other staff employees.

For premiums for health insurance plans, employees shall retain the same relative advantage (\$15.00 for single coverage and \$25.00 for family coverage) over the standard University contribution rates that may go into effect as the result of increases in the costs of these plans through August 31, 2020, subject to the minimum contribution requirement of \$15.00 per month for single coverage and \$25.00 per month for family coverage.

## ARTICLE 22

### LABOR MANAGEMENT COMMITTEE

For the purpose of conferring on matters of mutual interest which are not appropriate under the grievance procedure, the Union and the University agree to meet periodically through designated representative at the request of either party and at mutually agreed upon times and locations. The Union and the University shall each designate not more than five (5) representatives to a labor management committee for this purpose.

## ARTICLE 23

### NEGOTIATING TEAM

Employees who meet with management as members of the Union's negotiating team during their scheduled hours of work shall be excused from their regular duties without loss of pay for the time spent during such meetings, provided the number of negotiating team members is acceptable to the University. Employees shall report for work for any portion of a work shift not spent in negotiations.

## ARTICLE 24

### DIGNITY AND RESPECT

In recognition by both the University and the Union of the importance of maintaining the best possible work environment in the University Community, it is agreed that all members of employee and management groups shall treat each other with appropriate dignity and respect in the work place.

## ARTICLE 25

### BULLETIN BOARDS.

The University will make bulletin boards available for the use of the Union in nonpublic locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Manager Custodial Services for approval.

## ARTICLE 26

### EMPLOYER EQUIPMENT UPKEEP

The University shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the Work assigned.

## ARTICLE 27

### MAINTENANCE OF STAFFING LEVELS

To ensure that there are enough employees to perform their tasks at appropriate performance standards, the University will endeavor to maintain a sufficient number of employees in the work force to meet these standards.


ARTICLE 28

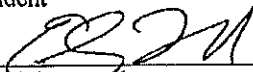
EMPLOYER NOTIFICATION

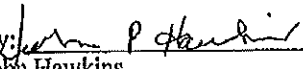
The University shall notify the Union of rule changes at the same time employees are notified of such changes.

IN WITNESS WHEREOF, these parties hereto have caused these presents to be executed in duplicate this 1st day of September 2020.

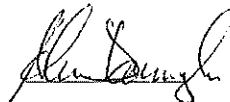
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 73

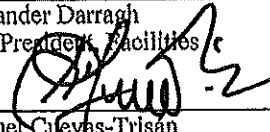
By:   
\_\_\_\_\_  
Dian Palmer  
President

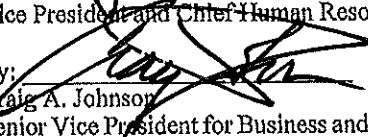
By:   
\_\_\_\_\_  
Elizabeth Towell  
Field Organizer

By:   
\_\_\_\_\_  
John Hawkins  
Member

NORTHWESTERN UNIVERSITY

By:   
\_\_\_\_\_  
Alexander Darragh  
Vice President, Facilities

By:   
\_\_\_\_\_  
Manuel Cuevas-Trisan  
Vice President and Chief Human Resource Officer

By:   
\_\_\_\_\_  
Craig A. Johnson  
Senior Vice President for Business and  
Finance

# Northwestern

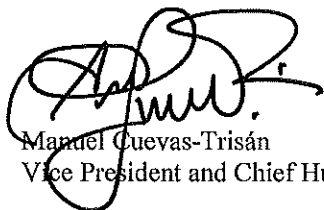
September 1, 2020

SEIU Local 73  
Attn: Elizabeth Towell  
300 South Ashland Ave., Suite 400  
Chicago, IL 60607-2746

Dear Ms. Towell:

It is agreed that the University shall not contract out work resulting in the layoff of our employees who are members of Local 73 at any time during the life of the Agreement, September 1, 2020 through August 31, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Cuevas-Trisán". The signature is stylized and cursive, with a large initial "M" and "C".

Manuel Cuevas-Trisán  
Vice President and Chief Human Resources Officer

CC: Alexander Darragh  
Kevin Harris  
James McKinney  
Rachel Gunn