

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 16, 2023, through August 15, 2027

Civil Service Professionals Unit

TABLE OF CONTENTS

ARTICLE I AUTHORIZATION AND PURPOSE 1

ARTICLE II LIMITATIONS 2

ARTICLE III NEGOTIATIONS AND EXCLUSIVE REPRESENTATION 2

ARTICLE IV EMPLOYER RIGHTS..... 8

ARTICLE V WAGES 9

ARTICLE VI BENEFITS 18

ARTICLE VII VACATION 19

ARTICLE VIII HOLIDAYS 22

ARTICLE IX EDUCATIONAL AND PROFESSIONAL OPPORTUNITIES 24

ARTICLE X WORK SCHEDULE AND HOURS OF WORK..... 25

ARTICLE XI WORKING CONDITIONS 28

ARTICLE XII SENIORITY 29

ARTICLE XIII SHIFT BIDDING AND JOB POSTING..... 30

ARTICLE XIV LAYOFFS..... 31

ARTICLE XV HEALTH AND SAFETY 32

ARTICLE XVI LABOR MANAGEMENT..... 33

ARTICLE XVII DISCIPLINE..... 34

ARTICLE XVIII GRIEVANCE PROCEDURE..... 36

ARTICLE XIX CIVIL SERVICE 41

ARTICLE XX PERSONNEL FILES..... 42

ARTICLE XXI DUES DEDUCTION..... 43

ARTICLE XXII NO STRIKE OR LOCKOUT 44

ARTICLE XXIII SAVINGS CLAUSE..... 44

ARTICLE XXIV TERM OF AGREEMENT 45

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THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
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SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73,

Effective: August 16, 2023, through August 15, 2027 (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 Service Employees International Union Local 73 (hereinafter referred to as “Union”), on behalf of certain nonacademic employees of the Employer identified in Article III herein.

ARTICLE I
AUTHORIZATION AND PURPOSE

1.1 Authorization

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

1.2 Purpose

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. These relationships should provide opportunity to develop and implement standards of practice resulting in improved quality of services provided to students, patients and staff. Such relationships include the recognition that employees covered herein have responsibilities in their practice to the Employer, students, patients and staff to base their actions and decisions on sound professional judgment and adherence to the Codes of Conduct and Standards of their professions.

1.3 Application of Agreement

Employer’s supervisors and Union’s representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives regarding the terms and conditions of this Agreement and, particularly, in the use of the procedures provided herein and in University Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, public service and patient care functions of the University.

ARTICLE II LIMITATIONS

This Agreement is subject to: (1) applicable federal and state laws and regulations issued thereunder 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; and (5) provisions of University 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 University recognizes the Union's right to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining.

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. Previous agreements and commitments by and between the Parties contradictory to the provisions herein are agreed to be null and void as of the effective date of this Agreement. Any amendments hereto must be in written form and signed by the authorized official(s) of each party. The Employer agrees that during the period of this Agreement it shall not unilaterally change any currently applied policies and practices relating to hours, wages, and conditions of employment not addressed in this Agreement which affect the members of the Bargaining Unit without prior notification to and the opportunity to engage in negotiations with the Union.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE REPRESENTATION

3.1 Classes Represented

The Employer recognizes the Union as the exclusive representative for a single collective bargaining unit consisting of employees in the job classifications 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/>) that are defined or established by the State Universities Civil Service System and employed by the University of Illinois at its Chicago campus or in units located outside the Chicago campus that administratively report to the Chicago campus.

This exclusive representation is for purposes of determining: (1) appropriate ranges of compensation or rates of compensation to be recommended to the State Universities Civil Service System; and (2) other terms and conditions of employment.

3.2 New Classes and Recognition

The Employer agrees that if any new civil service designations should be established for the same work presently being performed by those classes identified in the Supplemental Wage Agreement, said new classes will be treated as part of the single collective bargaining unit covered 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.

3.3 No Discrimination

There will be no discrimination by either the Union or the 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, veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from the military, or status as disabled veteran or veteran of the Vietnam era or subsequent military conflicts.

3.4 Sexual Harassment

Neither the Employer nor the Union will tolerate sexual harassment of employees. The Employer will take action to provide remedies and discipline appropriately when such harassment is discovered. Prohibited conduct includes unwanted sexual gestures, physical contact or statements which a reasonable person would find offensive, humiliating or an interference with their required tasks or career opportunities at the University.

3.5 Protected Activity

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

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

3.6 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.

3.7 Union Activity

a) Stewards

The Union's representatives and stewards shall be allowed to handle matters regarding enforcement of the Agreement during their working hours. The steward will ask their supervisor for permission to leave their assigned work area to investigate and process grievances arising under the Agreement. Local 73 shall notify the 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 representative or steward will provide an estimate as to how long they expect to be away from the work area and will strive to keep their supervisor updated if circumstances change. 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 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, officer 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 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, including other satellite medical facilities, must obtain the required identification badge prior to entering such facility.

3.8 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).

3.9 Union Leaves

a) Departmental Operations permitting, time off without pay will be allowed to authorized Union Representatives for the purpose of attending to Union business. Under normal circumstances, employee(s) will provide a minimum of seven 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.

3.10 Bargaining Unit Negotiation Team

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. 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 Employer agrees to schedule up to fifteen (15) bargaining team members in pay status 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 & Maintenance, 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 regular 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.

3.11 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 Union.

3.12 Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by the Agreement that the Union is the authorized negotiating representative for those classes of the employees listed in the Supplemental Wage Agreement. Employees will have access to this Agreement and to Policy and Rules on the Employer's web site. The Union will provide employees with a copy of this Agreement.

3.13 Bargaining Unit Information

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.

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, college, assigned department, campus address, date of hire, email address and anniversary date.

The Union will provide a list of Union representatives and stewards to the Employer. The Union will provide this list annually and whenever representatives or stewards change.

3.14 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 and 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 the 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.

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.

3.15 Sub-Contracting

The Employer acknowledges and recognizes the ongoing interest of the Union in any decision by the Employer to contract out any work being performed on the date of the signing hereof by full-time status Civil Service appointed employees who are also incumbents in any class represented by the Union under this Agreement. The Employer hereby agrees to meet with, consult and negotiate with the Union over any such proposed contract that would outsource the bargaining unit members from an operational unit not fewer than thirty (30) days prior to signing any such contract for services. Specifically, the Employer agrees to negotiate with the Union the following:

- a) The Employer's reasons for considering contracting out the work.
- b) In the event the Employer seeks to contract out in order to save costs, whether the Union can assist in reducing costs and expenses incurred by the Employer in using incumbent members of the bargaining unit.
- c) In the event the Employer seeks to contract out in order to improve the quality of performance of the work, whether the Union can assist the Employer in improving the quality of performance of the incumbent members of the bargaining unit.
- d) In the event the Employer's reason for contracting work out is founded upon a high incidence of complaints relating to the work and/or high incidence of discipline imposed on bargaining unit members, the Employer will provide the basis for its contention.
- e) The Employer further agrees to weigh and consider carefully, fully and reasonably all statements made by the Union pursuant to negotiations in making its final decision as to whether to contract out work as described herein.

The Employer will endeavor in good faith to fill status job vacancies in order to safely and appropriately staff for all duties.

ARTICLE IV EMPLOYER RIGHTS

The Union recognizes the right 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 generally the interest 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 Employer are reserved by the Employer, and powers, rights and authority not expressly contracted away by a specific provision of this Agreement, are retained solely by the Employer.

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 Employer; 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 Employer.

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

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

ARTICLE V WAGES

5.1 Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed. No employee shall have their wages lowered as a result of this Agreement, unless otherwise provided for in this Agreement. Administration of the compensation program under this Agreement shall be as provided in University of Illinois Policy and Rules for the Open Range Compensation Plan, unless provided to the contrary by the specific terms of this Agreement.

5.2 Wage Increases and Schedules

- a) Minimum and maximum rates of pay for each job classification included within the bargaining unit shall be shown on the Supplemental Wage Agreement (available on the UIC Labor Agreements webpage <https://hr.uic.edu/hr-staff-managers/labor-employee-relations/labor-agreements/>). When authorized by the State Universities Civil Service System: (1) employees in Medical Social series job classifications employed within the College of Social Work; and (2) employees who are Trainees/Interns may have rates of pay that fall below such minimum rates of pay.
- b) In Year 1 of this Agreement, all employees covered by this Agreement shall receive a 4.0% across the board (ATB) wage rate increase effective the first full pay period after August 16, 2023.
- c) In Year 2 of this Agreement, employees shall receive a two percent (2%) across the board wage increase or Campus Wage Program (CWP), whichever is greater, to be effective the first day of the pay period after August 16, 2024.
- d) In Year 3 of this Agreement, employees shall receive a two percent (2%) across the board wage increase or CWP, whichever is greater, to be effective the first day of the pay period after August 16, 2025.
- e) In Year 4 of this Agreement, employees shall receive a two percent (2%) across the board wage increase or CWP, whichever is greater, to be effective the first day of the pay

period after August 16, 2026.

f) For the purpose of the new DSCC Professional scale, paying an employee at the new minimum rate in the above-listed job classifications shall not constitute an unjust inequity. This language shall not be construed to mean that paying other employees (not in the above-listed job classifications) covered under this CBA at a new minimum rate will qualify as an unjust inequity.

5.3 Additional Payments

a) In year 1 of this agreement, every member of the bargaining unit who has been in the bargaining unit for at least ten (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 ten (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, 2024.

c) In year 3 of this agreement, bargaining unit members that attain ten (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.

d) In year 4 of the agreement, bargaining unit members that attain ten (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, 2026.

There shall be no contract obligation to make these payments after the year 4 payments.

5.4 Retroactive Application of Wage Terms of Agreement

Retroactive wages for hours worked shall be made back to August 16, 2023. Only those who are employed on the date the Agreement is fully executed will be eligible for retroactive pay.

5.5 Wages (Basic Straight Time)

For employees who are not exempt from the *Fair Labor Standards Act*, basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled work days in a work week, but for not more than eight (8) hours work during any one of the aforesaid five (5) days, except as otherwise agreed by the Parties.

5.6 Wages

Wages of Professionals unit employees are governed by the following conditions:

a) Changes that affect an employee's wage rate will be made effective the first day of the pay period after the change occurs. The new rate of pay will be effective on the same date.

b) 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.

5.7 New Hires and Mid-Term Salary Adjustments

a) New Hires

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 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 such documentation and explain the reason(s) for its determination. Should the Union disagree with the Employer's determination, the Parties agree that such objections shall be considered during subsequent meetings to discuss matters covered by Section 5.7.

If the Union believes that inequities exist within a job classification or that an inequity is created when a new employee is hired, the Union may notify Labor and Employee Relations. The Employer will either adjust the wages of the employee(s) involved or explain the reason(s) why an adjustment will not be made. Upon request by the Union, the Employer shall provide relevant information within a reasonable time frame and will discuss the reason(s) for its determination with the Union.

b) Mid Term Adjustments

During the term of this Agreement, the Employer may unilaterally increase the compensation of a bargaining unit member; provided, however, that the resulting wage rate must fall within the applicable salary range, 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 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.

c) Market Adjustment Process

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 thirty (30) Professional job titles and ten (10) alternates. If the Employer cannot produce information for the 30 Professional job titles due to the limitations described above, the Employer will provide market survey information for up to the ten (10) alternate titles in the order listed. The Union will submit the thirty (30) titles plus ten (10) alternate titles within five (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 thirty (30) job titles requested due to the limitations described above, the Employer will provide market survey information for up to the ten (10) alternate titles submitted that quarter. Alternate titles are not limited to the Professional 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.

d) Merit Increases

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

1. Superior knowledge of the requirements of the position
2. Superior quality of work
3. Demonstrated initiative

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

e) Pay Equity/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 within ranges. These exceptions should not create inequities

as defined in 5.7.

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.

5.8 Effect of Promotion on Wages

- a) A promotion always results in a pay increase. An employee must be paid at least the minimum rate of pay for the new class, but cannot be paid more than the maximum rate for the new class. Outside of these restraints, a promotional increase shall normally be at least 4 percent.
- b) In the event of a promotion, the anniversary date (for salary longevity purposes) shall be the effective date of the promotion to the new class. In the event of a reallocation or reclassification of a position which results in a promotion as referred to in (1) above, the anniversary date (for salary longevity purposes) shall be the effective date of the reallocation or reclassification to the new class. In the event of a "Change-in-Title" only, the anniversary date shall remain unchanged.

5.9 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 workdays in duration.

5.10 Voluntary Demotion

Subject to the State Universities Civil Service Rules:

- a) A reduction in salary of at least four percent (4%) will apply to personnel actions that involve the voluntary acceptance of positions in lower-level classifications that are not considered career path changes. In such cases, the minimum reduction will be to a rate in the new class that is equivalent to 96 percent of the employee's salary in the former class. In no case will an employee's base rate be permitted to exceed the maximum rate for the new class.

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 rate 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.

5.11 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 by at least four percent (4%). In no case will an employee's salary be permitted to exceed the maximum of the salary range for the new class. If the class to which the employee is demoted is in the same promotional line, the amount that represents a promotion may be subtracted before determining the appropriate rate for the lower class.

b) However, 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 salary rate 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.

5.12 Wages (Overtime)

a) Employees who are not exempt under the *Fair Labor Standards Act*, except as provided elsewhere in this Agreement or as otherwise agreed by the Parties, who are normally scheduled for 8 (eight)-hour shifts shall be compensated at one and one-half (1½) times the regular hourly rate (as defined by federal law) for time worked in excess of eight (8) hours per day, or forty (40) hours per week; employees working a thirty seven and one-half (37½) hour week, shall also be compensated at one and one-half (1½) times the regular hourly rate for time worked in excess of seven and one half (7½) hours per day or thirty seven and one-half (37½) hours per week; and employees whose normal schedules include 10 (ten)-hour or 12 (twelve)-hour shifts shall be compensated at one and one-half (1½) times the regular hourly rate (as defined by federal law) for time worked in excess of their 10 (ten) or 12 (twelve) hours per day. (Deviation from Policy and Rules).

b) Overtime wages for employees who are non-exempt from the *Fair Labor Standards Act* shall be paid by check or by compensatory time off at one and one-half (1½) times the hourly rate for hours of overtime worked. Overtime wages shall be paid unless the employee has notified their supervisor, on a form provided by the Employer, of their designation to be paid by compensatory time. Such designation may only be changed once every six months, except by

mutual agreement. (Deviation from Policy and Rules).

c) Accumulated compensatory time may be utilized in accordance with rules governing the use of vacation. An employee may not accumulate more compensatory time than twice the number of hours in their weekly work schedule. In cases where an employee works overtime, they may elect (by mutual agreement) to be paid in part by compensatory time and receive the remainder of the overtime pay.

d) Overtime may only be performed pursuant to supervisory approval, except, for employees in the UI Health and Clinics, when patient care needs require an employee to work beyond their normal scheduled hours and it is not feasible for an employee to request and obtain supervisory approval. Computation of compensatory time hours will be governed by Policy and Rules, Policy #7, Rule 7.08.

5.13 Employees Not Eligible for Overtime Compensation

Employees in classes determined by the Employer to be ineligible for overtime pay (those identified as exempt under the *Fair Labor Standards Act*) are expected to work as required by their positions and normally will not receive overtime compensation. Existing departmental practices and policies providing for such compensation or compensatory time in situations where employees are required to work on a fixed shift and are additionally required to perform substantial amounts of work beyond their normal-anticipated schedules shall not be diminished during the term of this Agreement without first notifying the Union. (Deviation from Policy and Rules)

5.14 Wages (Holidays)

In the event a non-exempt employee, full-time or part-time, works their regular shift on a designated calendar holiday, the employee shall be paid one and one-half (1½) times 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 requests. 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)

5.15 Wages (On-Call)

Eligible employees on call, away from University premises, but available by telephone or long-range pager, shall be paid as set forth on Appendix B. Time paid under this clause shall not be used to compute hours worked in any workday or workweek.

5.16 Wages (Shift Differentials)

a) An evening shift differential will be paid to eligible non-exempt employees who work a

shift in which at least one-half (½) of their hours of work in a workday fall between 3:00 p.m. and 11:30 p.m. as set forth on Appendix B.

b) A night shift differential will be paid to non-exempt employees who work a shift in which at least one-half (½) of their hours of work in a workday fall between 11:30 p.m. and 8:00 a.m. as set forth on Appendix B.

c) Pay for shift differential as described above shall be paid at the rate of one and one-half times (1½) for non-exempt employees in overtime status.

5.17 Wages (Weekend Differential)

a) Eligible non-exempt employees as set forth on Appendix B, in addition to their basic straight time hourly rate, will be compensated for all weekend hours worked at the rate of \$2.00 per hour. Pay for weekend differential shall be paid at the rate of one and one-half (1½) times to employees in overtime status. (Deviation from Policy and Rules).

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

5.18 Charge Differential (Medical Technologist I)

A Medical Technologist I who is assigned charge responsibility by a supervisor for an entire shift when a supervisor is not present for that entire shift shall receive \$1.50 per hour charge differential.

5.19 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 Employer and Union agree to meet and discuss wage differentials if a disaster is declared.

5.20 Certification/Advanced Training Bonus

a) The Employer shall pay a one-time certification bonus of \$500 for a bargaining unit employee who obtains a Employer-approved certification or advanced training that is not required by the class specification. Each Department will develop a list of certifications or advanced training programs that qualify for the bonus. At the sole discretion of the Employer, this bonus may be greater than \$500; in that event, the Union shall be provided with written notification of the details. Upon request, the Employer will send the list of approved certifications for a department to the Union. If the Union requests to propose a change to the list, the Employer will meet with the Union at the next scheduled Labor Management meeting to discuss.

b) Bilingual (UI Health and Clinics), (DSCC), (College of Medicine-Chicago, Rockford and Peoria, College of Dentistry and College of Pharmacy)

Employees at UI Health and Clinics, College of Medicine-Chicago, Rockford, Peoria, College of Dentistry, and College of Pharmacy whose positions 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.

5.21 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 as an 8 1/2 hour shift including 1/2 hour unpaid meal time, where applicable.

5.22 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)

5.23 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.

ARTICLE VI BENEFITS

6.1 Policy

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Inter-institutional Reciprocity) will be as set forth in Policy and Rules and are based upon service accrual as defined therein. Benefits under the control of the Employer will not be diminished during the life of this Agreement, or any extension thereof 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 or Records Management (Personnel Files) sections of Policy and Rules and a copy of State Universities Civil Service System Statute and Rules will be made available to an employee covered by this Agreement at the employing unit's human resources office. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules and/or State Universities Civil Service Statute and Rules.

6.2 Medical, Hospital and Life Insurance Plans

The University of Illinois makes available group medical, life insurance and other optional insurance programs to all permanent and continuous employees: a) with appointments of 50% time or more; and b) who are eligible to participate in the State Universities Retirement System.

6.3 Disability Income Benefits

Disability income benefits are available to employees under: (1) the *Illinois Worker's Compensation and Occupational Diseases Act*; (2) the University of Illinois Sick Leave Plan; and (3) the State Universities Retirement System. Medical and hospital expense benefits are available under: (1) the *Illinois Worker's Compensation and Occupational Diseases Act*; and (2) the State-paid or University-sponsored Group Health and Life Insurance Plans. The cost of the benefits under University-sponsored Insurance Plans and State Universities Retirement System are borne in part by the Employer and in part by the employee.

6.4 Retirement

Retirement benefits are extended pursuant to the State Universities Retirement System Statute. Information materials about the System should be consulted and are available from the System, 1901 Fox Drive, Champaign, Illinois 61820 (800-275-7877).

6.5 Governance of Sick Leave

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

- a) The employee must have sick leave accrued.
- b) Call-in times shall be two (2) hours before the beginning of each shift; provided, however, employees who are working a shift in which the majority of hours worked are between 9:00 p.m. and 7:00 a.m. shall call in four and one-half (4½) hours before the beginning of each shift.
- c) The Employer reserves the right to require evidence of sickness acceptable to it before allowing sickness benefits when it has sufficient reason to suspect abuse of leave or for verification of the employee's ability to return to work. The Employer must make the employee aware of this requirement in advance and of the time factors involved in submitting proof of illness.
- d) All employees eligible to participate in the State Universities Retirement System are eligible for compensation of Sick Leave which has been earned but not used in accordance with the law and all applicable provisions of University of Illinois "Policy and Rules."
- e) 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.

6.6 Parking

During the term of this Agreement, the Employer reserves the right to change the fees charged to bargaining unit employees for parking; provided, however, if the percentage (%) increase exceeds 2.5% compared to the fee charged for the prior contract year, the Union reserves the right to request to bargain over the additional increase.

ARTICLE VII VACATION

7.1 Vacation Availability

Consistent with the Employer's operating requirements, accrued vacation may be scheduled and granted at any time during the calendar year.

7.2 Vacation Accrual

Non-exempt employees shall earn vacation and personal leave in accordance with the following schedule:

Schedule A

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

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

Exempt employees shall earn vacation and personal leave in accordance with the following schedule:

Schedule B

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

7.3 Vacation Requests for More than Two (2) Days

a) 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.

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. All requests will be tracked in accordance with the system. An employee may submit a vacation request anytime but not less than two (2) weeks prior to the start of the requested vacation for vacations exceeding two (2) weeks. Individual units may exercise their discretion to allow email messages to serve as the “writing” referred to in this paragraph.

c) A supervisor shall consider a vacation request made by an employee for vacation time to be taken within one (1) year of the request.

d) A supervisor will respond in writing to an employee’s request for vacation 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.

e) Vacation requests shall be considered based on the requirements of the operation, including the availability of extra help employees.

f) Requests shall not be unreasonably denied. Should any vacation request be denied, the answer shall include the reasons for denial, and the employee will have an opportunity to confer with the supervisor regarding available alternative dates. Extra help employees may count towards any departmental staffing requirements for the purpose of approving any vacation request.

g) The Employer shall not make changes in vacation schedules approved more than sixty (60) days in advance, except in cases of critical staff shortages that could not have been anticipated or bona-fide emergencies.

h) 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 may also opt to take an unpaid day in lieu of using benefit time.

i) Where vacation requests conflict, 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 based on a rotating system, starting with the employee with more seniority.

j) An employee who has complied with departmental notice requirements will not be required to find their own coverage for scheduled time off unless the request is made less than thirty (30) days prior to the requested time off.

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

7.4 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 time will be granted by a supervisor for any reason upon advance request of the employee. In determining whether to give such approval, the supervisor will take into account staffing requirements needed to ensure necessary continuity of operations. When such leave is necessary to handle urgent personal or emergency situations that are beyond the control of the employee and that arise too suddenly to permit advance approval, the employee may be granted post-approval by the supervisor, who may require clarification of such situations. The supervisor will respond in writing to an employee's request for vacation as soon as possible but within five (5) business days (excluding weekends and University recognized holidays) from the date the request was made and received by the supervisor.

ARTICLE VIII HOLIDAYS

8.1 Paid Holidays

a) The following paid holidays as set forth in Policy and Rules and as designated for employees by the Chancellor of the University of Illinois-Chicago will be observed:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Birthday
Memorial Day
Juneteenth
Independence Day

b) In addition to the calendar holidays set forth above, employees are also eligible for four (4) floating/designated holidays during each fiscal year. These holidays will be administered and selected as set forth in an Executive Notice issued by the Chancellor of the University of Illinois-Chicago.

c) For purposes of definition, the holiday will begin at 11:00 p.m. on the evening preceding the holiday and end at 10:59 p.m. on the day of the observance of the holiday. (Deviation from Policy and Rules).

d) The Employer will notify the Union, in writing, of the specific date of observance of the above-designated holidays for the fiscal years covered under this Agreement.

8.2 Coverage

Employees scheduled to work the holiday are expected to work. Individual units may devise their own holiday coverage plans. Where no plan exists, volunteers will be taken on a rotational schedule developed by the Department, based on seniority. Volunteers to work the holiday will be first solicited at least ninety (90) days in advance and will be confirmed at least forty five (45) days in advance. 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.

8.3 Use of Floating Holidays

Employees shall not be unreasonably denied the use of floating holidays. 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 supervisor will confer with the employee to arrange an alternative date.

**ARTICLE IX
EDUCATIONAL AND PROFESSIONAL OPPORTUNITIES**

9.1

a) Subject to the operating needs of the Employer and with prior approval of the employee's unit head, employees may be permitted reasonable time off from work with pay in order to attend professional or educational meetings in person or online that the Employer determines will result in an improvement in the quality of University services.

At minimum, paid education time will be based on the following schedule per contract year:

<u>Length of Continuous Employment as a Professional Employee With the University of Illinois</u>	<u>Paid Education 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 day or whole day increments. The time may be inclusive of travel time on a case-by-case basis per departmental approval.

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.

e) A Department may provide additional paid conference time if, in the manager's discretion, the additional time would benefit the Employer and the employee. Employees will submit requests to their supervisors. Within ten (10) business days after receipt by the immediate supervisor, the employee shall be given a response to the request for paid time for the meeting or seminar. If the unit head approves attendance but does not authorize pay, and if the employee has exhausted their allotted time for the year, the time required for attendance will be excused without pay unless the employee charges the absence to vacation.

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 education leave. The subsequent request will be approved within a reasonable time.

g) The Employer shall reimburse bargaining unit employees for paid program registration incurred in reliance on a previously approved educational leave later cancelled due to the employer's rescinding approval.

9.2

- a) If the Employer directs an exempt employee to attend a work-related course or training, the employee shall be compensated for the time required. The time used to attend the requested course or training will not count against the employee's allotted education days for the year.
- b) If the Employer directs a non-exempt 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.

9.3

When the Employer directs a part-time employee to attend a work-related course or training program that is held outside the employee's regular work schedule, the employee may be granted an excused absence without loss of pay for time required to attend the courses or programs.

9.4

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.

ARTICLE X WORK SCHEDULE AND HOURS OF WORK

10.1 Shift, Work Day and Work Week

- a) Unless otherwise agreed by the Union and the Employer, the shift shall consist of eight (8) consecutive hours of work, broken by an unpaid lunch period or seven and one-half (7½) consecutive hours of work broken by an unpaid lunch period. 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.
- b) The work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours -- seven (7), twenty-four (24) hour periods -- and begins at 12:01 a.m. Sunday. The full-time work schedule in the work week shall normally consist of 1) an eight (8) hour shift during each of the five (5) days (unless otherwise agreed by the Parties) and normally shall not exceed forty (40) hours of work or 2) a seven and one-half (7½) hour shift during each of the five (5) days (unless otherwise agreed by the Parties) and normally shall not exceed thirty-seven and one-half (37½) hours of work.
- c) Upon providing advance notice to the Union including an opportunity to first negotiate the impact of any proposed schedule change, the Employer may offer alternative work schedules

(i.e., schedules offering other than seven and one-half (7½) or eight (8) hour daily shifts, but maintaining the applicable thirty-seven and one-half (37½) or forty (40) hour regular work week).

10.2 Schedule

a) The Employer retains the right to schedule employees as necessary to meet operational needs; however, prior to any schedule change, the Employer agrees to solicit volunteers first. Since the Employer's operations may require variations in staffing levels, scheduled hours or shifts, the shift's starting and ending times will conform to those requirements. Schedules will ordinarily be posted two (2) weeks in advance. Where the current posting practice in a Department is greater than two (2) weeks duration, that practice shall be maintained. Such postings shall not preclude schedule changes due to operational needs.

A rotating schedule consists of shifts that may change days including weekends. A flexible shift is a shift that changes start and end times. An employee may have a rotating schedule and/or a flexible shift.

Other than employees currently on or hired into a rotational schedule or flexible shift, the Employer will provide twenty-one (21) calendar day's notice to the employee prior to significant changes unless operational needs warrant a shorter notice. A significant rotation change occurs when an employee that works Monday-Friday is changed to include a weekend day (Saturday-Sunday) or vice versa (works the weekend and is changed to include only weekdays). 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).

b) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay, or holiday work. It is understood that work forces may be reduced during holidays.

c) Where the current practice exists, employees shall be able to maintain, subject to Section (a) above, special shift starting times that have been established in the Department or work area. An employee's request to create an additional special shift shall only be granted when operational needs permit and when the supervisor agrees.

d) In units that do not self-schedule, the Employer will attempt to adhere to the principle of maintaining a work schedule that provides full-time employees with five (5) consecutive days of work and two (2) consecutive days off. This principle cannot be followed when employees rotate weekends, when the employee's schedule is changed based on the employee's request or when operating needs do not permit such a schedule.

e) Except in cases of employees voluntarily working weekends (Saturday and Sunday), the Employer, through rotating shifts or other scheduling devices tending to preclude any employee from having to work more than one out of two consecutive weekends, will adhere to the practice of formulating monthly work schedules in which no employee will be required to work more than one (1) out of two (2) consecutive weekends unless unforeseen situations preclude applying the practice enunciated above. In the event an employee is requested to work and does so work

during a third consecutive weekend despite the Employer's best effort to schedule a free weekend, the employee will be compensated for all third weekend hours worked at the overtime rate (1½ times regular wage rate). For purposes of this definition, the weekend begins at 7:01 a.m. Saturday and ends at 7:00 a.m. Monday. This applies only to employees in permanent and continuous full-time positions. (Deviation from Policy and Rules)

10.3 Rest and Meal Periods

a) 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 operational needs and employees involved. 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 make the basis for a late starting or early quitting time or additional compensation. Where current practice exists and when Department schedules allow, employees may combine their break period(s) with their lunch break subject to the existing practices of the Department. Part-time employees may receive rest periods on a pro-rata basis.

b) Each employee expected to work seven and one-half (7½) or eight (8) continuous hours shall be permitted at least a thirty (30) minute unpaid meal period that begins no later than five (5) hours after the start of the work period.

c) 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. Overtime may be performed over the normally unpaid meal period only pursuant to advance supervisory approval.

10.4 Overtime

a) 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. Whenever possible, employees will be provided two (2) hours advance notice of overtime.

b) The opportunity to work overtime shall be offered and distributed as evenly as possible among qualified and available personnel. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer may 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 as evenly as possible, such employee shall have first preference to future overtime work (provided they are readily available) until reasonable balance is recreated.

c) 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.

10.5 Transfers and Reassignments

- a) All transfers and reassignments shall be made in accordance with Statutes and Rules of the State Universities Civil Service System and Policy and Rules.
- b) Employees who are transferred to a new work area or who are assigned to float in a new work area shall receive appropriate training and/or orientation in the new work area, as determined by the Employer.

10.6 Positions Classified as Exempt under the *Fair Labor Standards Act*

- a) Positions classified as exempt under the *Fair Labor Standards Act* are not subject to Section 10.1 (a) and (b); Section 10.2 (b) and (e); Section 10.3 (a), (b) and (c); and Section 10.4 (a), (b) and (c).
- b) Where two FLSA exempt employees in the same classification and same unit agree to swap schedules, they may do so subject to the approval of the supervisor.
- c) With prior supervisory approval and subject to operational needs, an exempt employee may request to adjust their schedule to accommodate an absence of less than a half workday. The request will not be unreasonably denied. The supervisor will respond to the request as soon as possible. However, a request will not be granted if the request negatively impacts patient care or access. If the schedule adjustment is approved, the absence will not be charged against the employee's vacation or sick leave balances.

ARTICLE XI WORKING CONDITIONS

11.1 Identification Badges

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

11.2 Uniform Requirements

- a) As a condition of employment, workers covered by this 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 where the Employer currently does so.

11.3 Professional Standards and Performance

a) The Parties acknowledge the importance of a respectful and professional working environment in order to provide the best services to the University.

b) All professional employees covered by this Agreement have the responsibility of maintaining their professional licenses, certifications, applicable health requirements and continuing professional education requirements, if any. Employees must provide the Employer with documentation of current compliance for inclusion in their personnel file. At the start of each calendar year, each work unit employing bargaining unit employees shall notify employees of the specific requirements covered by this provision. Reimbursement to employees for the costs and availability of release time associated with this provision shall be as provided in department policies and practices, pursuant to Policy and Rules, the benefits of which shall not be diminished during the term of this Agreement without first notifying the Union.

11.4 Reimbursement for Travel

When an employee is required on any particular shift to report to one location and then to travel using the employee's own vehicle to another location during that shift, the Employer will reimburse the employee for the mileage traveled, tolls, and the reasonably-incurred costs of parking at that location, in accordance with University policy as amended from time to time. This paragraph shall not apply to employees who receive a vehicle allowance and/or mileage reimbursement under any other policy.

ARTICLE XII SENIORITY

12.1

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

12.2

After completion of the probationary period, the status employee's seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status, exclusive of overtime. Seniority once earned in a classification is retained during any period of continuous employment. Seniority may be accumulated in certain types of non-pay status under specified conditions as provided for in Section 250.120(f), (g), and (j) of the State Universities Civil Service System Statute and Rules.

12.3

The Employer will, upon request of the Union, provide copies of rosters to the Union, by class and lesser units, if any, showing each employee's seniority and relative position in such rosters. Such requests shall be limited to two (2) in any contract year. When it becomes necessary to effect a layoff, a seniority list will be developed in accordance with Civil Service Statute and Rules. Copies of this list will be forwarded to the employing department and the Union. The employing department will post a copy of the seniority list in a conspicuous place within the department.

12.4

- a) An employee continues to accrue seniority during layoff not to exceed thirty (30) work days.
- b) At the time of separation, seniority shall be accrued only through the period of actual service to the Employer. Payment for earned vacation time shall not be included in the seniority computation.
- c) If a retired employee is reemployed within sixty (60) days of retirement, seniority earned up to the effective date of retirement shall be restored.

ARTICLE XIII SHIFT BIDDING AND JOB POSTING

13.1 Vacant Shifts

- a) Employees covered by this Agreement who have completed their probationary period may bid on 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. The employee may not be assigned the new shift until the operational needs of the department are met, via adequate shift coverage or replacement. However, in the unusual situation where the move of this employee would not meet the operational needs of this unit/department 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.
- b) The employee with the greatest job classification seniority but on a different shift in this department/unit/location will be awarded the open shift only if the employee is qualified to perform the work as determined by the Employer. 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 alternative shift. If an employee applies for the open shift and is not awarded the open shift, the employee will be informed of the reason they were not selected within two (2) weeks of the filling of the position.

- 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.

13.2 Job Posting

Vacant positions within the Professional unit shall be posted at work stations where announcements are normally posted for at least seven (7) days. The posting shall include the department, job title, shift, qualifications and scheduled work days.

13.3 Vacant Positions

- a) Employees covered by this Agreement who have completed their probationary period may bid on an open and approved position in the same classification. The Employer retains the right to fill any position with the most qualified applicant, whether internal or external. If all applicants are relatively equally qualified as defined by the Employer, preference shall first be given to employees within the department/operating unit where the vacancy occurs. Preference would then be given to other Professional employees from outside the department/operating unit.
- b) If two or more employees in the same classification within the department/operating unit have relatively equal qualifications to perform the job as defined by the Employer, the job will be given to the employee with the most classification seniority, subject to the provisions set forth above.
- c) 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 UIC Human Resources Recruitment. Availability of testing will be determined by UIC Human Resources and in accordance with the State Universities Civil Service System.
- d) The Employer will endeavor in good faith to fill status job vacancies in order to safely and appropriately staff for all duties.

ARTICLE XIV LAYOFFS

14.1 Notice

The Director of the Civil Service System shall be notified promptly of all employees on layoff status, together with date of beginning of layoff, and of return to employment from layoff status, when such layoff exceeds thirty (30) consecutive work days. A status employee shall receive a written notice at least thirty (30) calendar days in advance of the effective date of layoff when such layoff exceeds thirty (30) consecutive work days; however, the effective date of layoff may

be extended up to fifteen (15) days without the requirement of further notice.

14.2 Layoff Procedure

- a) Except in regard to the exceptions set forth below, the Employer shall utilize the State Universities Civil Service System Statute and Rules 250.110(c) and 250.120(f) and (h), and State Universities Civil Service System Procedure 4.7 (as revised on 8/13/02) when a reduction in the work force becomes necessary.
- b) A student employee shall not displace a certified Civil Service employee. Should a reduction in the work force become necessary, the Parties agree to meet prior to the layoff to discuss the staffing impact on the department/operating unit.
- c) 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.
- d) 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 the employee is qualified to perform the duties of the new position.

(Portions of this Article constitute deviations from Policy and Rules.)

ARTICLE XV HEALTH AND SAFETY

15.1 General

The Employer will provide a safe and healthy work environment for all employees including education, equipment, and ergonomically correct 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.

15.2 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, no employees will 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.

15.3 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.

15.4 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

16.1 Labor Management Meetings

The Parties agree to develop a Labor Management Committee for Professional employees to discuss problems of mutual concern. However, such meetings shall be exclusive of the Grievance Procedure provided in Article XVIII and formal grievances shall not be considered at such meetings. Employees shall be paid for any scheduled work time missed while participating in such Committee.

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.

16.2 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

17.1 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 thirty (30) days from when the Employer first knew, or should have known, of the incident and shall be administered as soon as practicable.

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

c) If the Employer determines that discipline is necessary following the pre-disciplinary meeting, discipline shall be noticed within thirty (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.

17.2 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.

17.3 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.

17.4 Letters of Warning

Letters of Warning issued to Employees covered herein will not be used against the Employee in any future decision that is 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, suggest reasonable methods of correcting the violation.

17.5 Disciplinary Suspensions

Disciplinary Suspensions issued to Employees 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

18.1 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 the State Universities 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 the their 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 from their supervisor. Permission shall normally be given, subject to emergency situations which the Employer alone defines.
- h) Scheduling of Meetings - Employees who work a shift that 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 the Associate Vice Chancellor for Human Resources 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 employees' work time.

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

18.2 Procedure

Informal Step - An employee who has a dispute over the interpretation or application of this Agreement will discuss the dispute with their 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 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) business days 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) business following the date upon which it was formally presented to the appropriate supervisor. If the responsible Administrator or designee fails to answer within the ten (10) business, or if the responsible Administrator's or designee's answer does not resolve the grievance in a manner acceptable to the grievant, the grievant 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 18.1) 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 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, the grievant and their representative. A member of the staff of the Human Resources 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 and copied to the appropriate Labor/Employee Relations Office 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 it 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 decision.
- 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 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) business days after the receipt of the appeal at Step Three if no hearing is conducted, or within fifteen (15) business days from the close of the hearing if a hearing is conducted.
- 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 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.

18.3 Arbitration

- a) If the grievance has not been resolved at Step Three of the procedure, 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 shall be considered binding upon the Union, grievant and the Employer

b) 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.

c) An arbitrator will be selected by filing a request with the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of seven (7) arbitrators. Either party may reject the first panel of arbitrators. Within ten (10) 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.

d) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated with a new list of arbitrators. The arbitrator shall interpret this Agreement only and shall have no authority to add to, delete from or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employee, the Employer and the Union.

e) During the term of this Agreement, the Parties may mutually agree to implement expedited arbitration and the arbitration selection process may be amended by mutual agreement of the Parties.

(This Article is a deviation from Policy and Rules)

18.4 Variations

a) An employee who has a grievance based on discrimination may first discuss the complaint informally with their supervisor, Department Head, the Campus Access and Equity Officer 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 Campus 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 Campus 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 Associate Vice Chancellor for Human Resources or designee 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 and 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.

ARTICLE XIX CIVIL SERVICE

19.1 Position Classification Review

An employee may request an audit of the appropriateness of their position classification. Such requests will be handled by the appropriate 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. An additional review may be requested from 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 personnel 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 Administration Office of 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 State Universities Civil Service System in accordance with Civil Service System rules and procedures.

19.2 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.

19.3 Civil Service Meetings

The Union shall designate two (2) representatives for the Professional 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 occur at the same time as the SEIU Local 73 Clerical, Service & Maintenance, and Technical unit meetings convened for these purposes.

ARTICLE XX PERSONNEL FILES

20.1 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.

20.2 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 40/1 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 the Policy. Such review may be made during working hours, without loss of pay, and the employee may be accompanied by a Union representative if desired. 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).

20.3 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.

20.4 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

21.1 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.

21.2 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.

21.3 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

22.1 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.

22.2 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.

22.3 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 declared 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
TERM OF AGREEMENT**

24.1 Period Covered

With the exception of wage increases which become effective as set forth above, this Agreement shall become effective at the start of the first shift beginning after the Agreement is fully executed and shall remain in full force and effect until 11:59 p.m. on August 15, 2027. This Agreement shall automatically be renewed thereafter from year to year unless, at least ninety (90) days prior to its expiration date, either Party notifies the other in writing of its desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.


24.2 Status During Negotiations

Once the notice called for in paragraph 24.1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations except as specified herein; provided, however, that after the Agreement's expiration date, either Party may terminate the Agreement by providing the other Party with at least ten (10) calendar days written notice of its intention to so terminate.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this 18th day of September, 2024.

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

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

BY: 


BY: *Paul Ellinger*
Comptroller



APPROVED: *Jami Painter*
Senior Associate Vice President and Chief
Human Resources Officer



Thomas Riley
Executive Director of Labor and
Employee Relations and Special Counsel



Hubert O. Thompson
Associate Director of Labor and
Employee Relations and Lead Negotiator

Julie Rebidine

Ashley Monroe - Edwards

Marta

APPROVED AS TO LEGAL FORM:



Matthew G. Jones 09-11-2024
University Counsel (Date)





Shed Marshall