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# AGREEMENT

BETWEEN

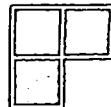
THE UNIVERSITY OF CHICAGO

AND

THE SERVICE EMPLOYEES  
INTERNATIONAL UNION  
Local 73, CTW, CLC

AND ITS  
UNIVERSITY OF CHICAGO COUNCIL

September 1, 2011  
Through  
August 31, 2015



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## **AGREEMENT**

AGREEMENT made this 12th day of March, by and between THE UNIVERSITY OF CHICAGO, a corporation not for pecuniary profit, organized under the laws of the State of Illinois, located at Chicago, Illinois (the "University"); and THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73 and its University of Chicago Council (the "Union") for and on behalf of themselves and the employees covered by this Agreement.

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

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

### **ARTICLE 2 - RECOGNITION**

#### **Section 2.1 – Inclusions / Exclusions.**

- A. The University recognizes the Union as the exclusive collective bargaining agency for all its employees, working at its buildings and properties, including part-time employees seasonal and temporary employees, who are working twenty (20) hours or more per week in classifications listed in Schedule A and Appendix E of this Agreement, provided the positions in Appendix E are reinstated by the University at any future time.
- B. Excluded from the bargaining unit are all supervisory employees (meaning thereby, employees having the right to hire or discharge), students, employees working less than 20 hours per week, salaried employees, and professional employees. The term "employee" or "employees" when used in the Agreement shall mean individuals for whom the Union is recognized as the bargaining agency in accordance with the provisions of the foregoing paragraph.

#### **Section 2.2 - Definitions.** For purposes of this Agreement,

"Classification" refers to the job titles as listed in Schedule "A" of the Agreement,

"Occupational Group" refers to related classifications as grouped in Appendix A of this Agreement.

"Operational Section" (Shop) refers to separate operating groups within a department.

"Department" refers to the various University departments.

**Section 2.3 - Work by Supervisors.** Notwithstanding a supervisor's responsibility to provide 'hands-on' instruction, the University will not use supervisors to perform the normal duties of employees unless an emergency exists. An emergency is defined as an occurrence which endangers life, health or property. In addition, there may be times during the first day of an unscheduled employee

absence or a special emergency condition when a supervisor may provide active assistance.

**Section 2.4 - Policy on Work Assignments and Contracting Out of Work**

- A. The parties pledge to cooperate together in seeking the appropriate means to maximize the work performed by University employees, and minimize the work performed by subcontractors. The University agrees not to contract out work normally performed by bargaining unit employees except for legitimate economic reasons. Should the University contemplate sub-contracting work which has historically been performed by bargaining unit employees, or such subcontracting will result in the displacement of bargaining unit employees, such action shall be discussed with the Union prior to the implementation of such contract. During the course of these discussions, the University agrees, on request, to supply to the Union relevant data including subcontracting proposals and current costs for performance of the work in question.
- B. The contracting out of work normally performed by employees within the bargaining unit is considered an appropriate topic for discussion in Labor-Management Conferences as provided in Article 24.
- C. Grievances protesting subcontracting action taken by the University shall be subject to the grievance procedure including arbitration as provided in this Agreement.

**Section 2.5 – Not Supplanting Regular Jobs with Student Employees.** The University agrees not to use student employees to supplant regular full-time or part-time members of the bargaining unit.

**ARTICLE 3 - NON-DISCRIMINATION**

The University and the Union agree that both will abide by the letter and spirit of applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee because of race, color, marital status, parental status, ancestry, source of income, religion, sex, age, national origin, disability, sexual orientation, military discharge status or veteran status. The parties acknowledge their commitment to maintaining a work environment free from sexual harassment.

**ARTICLE 4 - FUNCTIONS OF MANAGEMENT**

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

## **ARTICLE 5 - PROBATIONARY PERIOD**

Each new employee shall be in a probationary status until s/he has completed one-hundred twenty (120) days of employment. During his/her probation, a new employee may be laid off or terminated at the discretion of the University subject to the grievance procedure for probationary employees (Article 8, Section 8.10). The probationary period may be extended by mutual agreement, in writing, between the parties -- the University and the Union -- and a copy of the agreement shall be furnished to the Employee. Neither party will unreasonably withhold an agreement to extend a probationary period. When successfully completed, the employee's probationary period counts for both length of service and seniority purposes. Non-bargaining unit University employees who secure positions within the bargaining unit shall be deemed probationary for purposes of this Article, except the hire date will reflect University service for purposes of paid allowances and benefits.

## **ARTICLE 6 - UNION MEMBERSHIP**

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

- A. join the Union of the University of Chicago Council or
- B. in the alternative, tender a monthly agency fee to the Union which shall not exceed the amount of initiation fees and monthly dues uniformly required for employees to acquire and retain membership in the Union.
- C. All employees shall, during the term of this Agreement, remain in good standing as members of the Union or continue to pay the required agency fees. If an employee fails to comply with this requirement, on the written request of the Union, he/she will be discharged by the University; provided, however, that the University shall not be required to discharge or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for any reason except non-payment of dues.

### **Section 6.2 - Membership.**

- A. The University agrees, subject to the provisions of Section 6.5 of this Article, that as a condition of employment, all employees who are or who become members of the Union of The University of Chicago Council, shall continue to pay regular Union dues for the term of this Agreement or any extension or renewal, subject, however, to the provisions of Section 6.3 of this Article.
- B. The Union agrees that no eligible employee shall be prevented from joining the Union, nor shall any eligible employee who is a member of such Union be deprived of Union membership for any reason except non-payment of dues.
- C. Any employee shall have the right to withdraw from Union membership by giving written notification to the Union by registered mail, with a copy by registered mail to the University's Director of Labor Relations, postmarked between the tenth (10<sup>th</sup>) and the

twenty-fifth (25<sup>th</sup>) days of June of any year of this Agreement. This withdrawal will take effect on the following August 31<sup>st</sup>. However, all employees who have taken advantage of this provision shall, upon execution of the renewed Agreement, be required to comply with Section 6.1, provided that the Union has shown to the University that said Union represents a majority of those employees eligible for membership in the bargaining unit.

**Section 6.3. - Deductions for Union Dues or Monthly Agency Fees.**

- A. **Union Dues/Monthly Agency Fees.** Upon receipt of proper written authorization from an employee who is a member of the Local 73 bargaining unit, the University agrees to deduct from the wages of an employee and to forward to Local # 73, Union dues and initiation fees in the amount authorized by the Union in accordance with the conditions set forth below.
- B. **Monthly Agency Fees.** Employees who fail to join the Union, or who properly withdraws from Union shall be required to pay a monthly agency fee, which shall be deducted by the University from the employee's paycheck and remitted to the Union in accordance with the conditions set forth below. The Union shall certify to the University and the bargaining unit employees, in writing, at least once per year, the agency fee calculation. Employees who are subject to the agency fee payments shall have the right to appeal in accordance with applicable laws.
- C. **Deductions.**
  - 1. Deductions will be made from the first payroll check/direct deposit received in the month, except that, if an employee is included in that payroll but his/her earnings are not sufficient to cover this deduction the dues deduction will be made from the next payroll check.
  - 2. Deduction authorization and revoking notices to be effective in any given month must be in the possession of the Comptroller one (1) week before the regular date for issuance of the first payroll check of the month. Authorizations received late will not be effective until the next month.
  - 3. Union dues deduction authorizations currently in effect are renewed for the period of this Agreement or any extension. Dues shall continue to be deducted in such amounts as may be certified by the Union as the appropriate monthly dues.
  - 4. An authorization is automatically revoked if an employee is terminated for any cause from employment in the bargaining unit, or if at any time, no contract is in effect with the Union providing for these dues deductions.
  - 5. Upon receipt of proper written notification from an employee, deduction authorizations shall be irrevocable for successive one (1) year periods or until the termination of this collective Agreement, whichever occurs first. An employee may revoke his/her deduction authorization by giving written notice to the University not more than twenty (20) days and not less than ten (10) days prior to the expiration of each successive period of one (1) year, or of each applicable collective agreement between the University and the Union, whichever occurs sooner. In the event of a renewal of this Agreement, an authorization shall automatically be renewed from year to year unless an employee notifies the University of his/her desire to terminate the said authorization as heretofore provided.

6. It is understood and agreed that the Union will indemnify the University and hold it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages because of the University's compliance with Article 6.

**Section 6.4 – Bulletin Boards.** The University shall permit the Union to post notices of its meetings and other Union activities on bulletin boards normally used for posting notices to employees. Such notices will be delivered to the office of the Director of Labor Relations.

**Section 6.5 – Union Activity.** The University agrees that it will not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union. The Union agrees that its officers, members and agents will not engage in Union activity on the University's time (not including casual personal conversations between employees), or in such manner as to interfere with the efficient operation of the University.

**Section 6.6 – Union Stewards.** The University agrees to recognize a reasonable number of certified Stewards, the number to be agreed upon in writing from time to time. Each Steward shall be an employee of the University. So far as is practicable, the Council will not request the University to recognize any employee as a Steward who has not been employed for at least one (1) year. The Union will notify the University of any changes in the personnel of its Stewards at least three (3) days in advance of the date on which the new Steward becomes authorized to act on behalf of the Union.

## **ARTICLE 7 - SENIORITY**

**Section 7.1 – Principle of Seniority.** It is the desire and intent of this Article to preserve the principle and policy that job security shall be commensurate with length of continuous service.

- A. The seniority of each employee consists of his/her relative tenure with respect to other employees in his/her occupational group, regardless of operational section (Shop). An apprentice mechanic or engineer employee shall accumulate seniority, for all purposes other than that of shift choice, in the appropriate journeyman classification from the beginning date of apprenticeship; provided, however, that such seniority is applicable only within his/her operational section.
- B. Notwithstanding the provisions of Section 7.7 and 7.8, seniority shall be determined by the length of the employee's service in his/her occupational group. Seniority shall accumulate from the first day of employment in the employee's occupational group, but no employee shall be entitled to benefits of seniority until s/he has completed his or her probationary period.

### **Section 7.2 - Seniority shall continue to accumulate:**

- A. during absences, caused by illness or injury incurred in the course of employment equal in length to the employee's seniority standing immediately prior to the occurrence of the illness or injury, but not to exceed a maximum of two (2) years,
- B. during absence for military service to the extent provided in the Uniformed Services Employment and Reemployment Rights Act as amended,

- C. during other leaves of absence approved by the University in writing for a period of one (1) year or less,
- D. when an employee is rehired within thirty (30) days following resignation or discharge.

**Section 7.3 – Lapse of Seniority.**

Accumulated seniority shall be lost when:

- A. an employee resigns or retires,
- B. an employee is discharged for just cause,
- C. an employee is absent for three (3) consecutive workdays without notification to the University of the reason for the absence, unless the employee is unable to notify the University due to extenuating circumstances,
- D. an employee fails to return from a University-approved leave of absence,
- E. an employee fails to report for work within ten (10) days after s/he or she has been requested to return to the same or a comparable job within the bargaining unit following a temporary lay-off.

**Section 7.4 – Seniority, Retention of (when transfer from bargaining unit)** An employee who is promoted within the bargaining unit or accepts a University position outside the bargaining unit shall continue to retain his/her seniority in his/her previous classification and occupational group for a period of sixty (60) calendar days from the date the employee begins work in the new position. If an employee returns to his/her previous classification within sixty (60) calendar days after starting in the new position, s/he may not interrupt or supersede already selected schedules for vacation, holidays or leaves, except in cases where the employee was involuntarily transferred.

**Section 7.5 – Seniority When Serving as Union Officer or Delegate.** Any employee selected as an officer or delegate of the Union shall be allowed reasonable time off for the performance of such Union duties without loss of seniority rights but without pay.

**Section 7.6 – Seniority When Temporary Employees Become Regular**

- A. A temporary employee who works for the University for more than one-hundred eighty (180) calendar days or 999 hours worked (whichever comes first) shall be made a regular University employee unless an extension of the period of temporary employment is agreed to by both the Union and the University. Such employees shall be subject to the provisions provided in Article 6 of this Agreement (Union Membership) on the 31<sup>st</sup> day of employment.
- B. Whenever temporary employees are accepted as regular employees, their seniority shall commence with the last date of hiring as temporary employees, and they shall accrue sick leave and vacation benefits beginning from that date, provided there has been no break in service exceeding seven (7) calendar days. No other benefits shall be retroactive, but shall become effective as of the date of change from temporary to regular employee.

**Section 7.7 – Seniority, Used for shift choice, Management’s ability to assign shifts**

- A. In operational sections (Shops) that have more than one (1) fixed shift, the senior one-half ( ½ ) of employees in any classification shall have choice of shift. Such choice shall not be exercised more than once in any twelve (12) month period and shall take effect as of the

first pay period in July. An employee seeking to exercise such choice must notify management not less than thirty (30) days in advance of the effective date.

- B. Management will have the ability to move an employee, when deemed necessary, to a shift not of the employee's choice, for a period required to cover a specific need. Such changes will be limited to up to three (3) periods; where each period is not to exceed ten (10) work days, with an overall total of thirty (30) work days within any calendar year.
- C. When operations require that an employee be transferred to a new operational section (Shop), the University will first solicit volunteers from the affected classification(s). If there are no volunteers, the University will transfer the least senior qualified employee.

### **Section 7.8 - Layoffs**

- A. In the event of a reduction in force, probationary employees shall first be laid off from the occupational group and classification affected in reverse order of seniority (least senior laid off first). If further reduction is necessary, non-probationary part-time employees shall be laid off in reverse order of seniority in the affected job classification. If further reduction is necessary, non-probationary full-time employees shall be laid off in reverse order of seniority in the affected job classification.
- B. Laid-off non-probationary employees shall be given the opportunity by the University to displace (bump) other employees as follows:
  - 1. A part-time employee may displace the least senior part-time employee within the same classification elsewhere in the bargaining unit provided his/her seniority exceeds that of the employee s/he seeks to displace. If s/he is unable to do so, s/he shall be given the opportunity to displace the least senior part-time employee in a lower-rated classification within the same occupational group.
  - 2. A full-time employee may displace the least senior employee, whether full-time or part-time, within the same classification elsewhere in the bargaining unit provided his/her seniority exceeds that of the employee s/he seeks to displace. If s/he is unable to do so, s/he shall be given the opportunity to displace the least senior employee, whether full-time or part-time, in a lower-rated classification within the same occupational group, provided his/her seniority exceeds that of the employee s/he seeks to displace.
  - 3. In no event shall an employee displace another pursuant to this section unless s/he is fully capable of performing the work of the employee s/he seeks to displace.
- C. A former full-time employee that accepted part-time work because of a reduction in force shall be reinstated to full-time status should a full-time position become vacant in his/her classification anywhere in the bargaining unit.
- D. Except in case of emergency, the University shall provide the Union and the affected employee not less than one (1) week's written notice of any layoff.
- E. Any employee laid-off pursuant to Paragraph A of this Section 7.8 shall be given consideration for transfer to any existing University vacancy outside this bargaining unit for which s/he possesses the necessary qualifications as determined by the University, except where prohibited by other bargaining unit agreements. University of Chicago Hospitals Skilled Unit employees on lay off shall have preferential consideration as

identified in Section 10.4.

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

**Section 7.9 – Lists Provided to the Union.** The University agrees to compile and to furnish to the Union a list showing for each department, the job classification, operational section, University Service Date, Occupational Group Seniority Date, and Classification of each employee, on February 1 of each year of this Agreement. The University agrees to furnish to the Union every two months a list showing all personnel transactions relative to new hires, promotions, transfers, leaves of absence, temporary employment and terminations.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

The representatives of both the University and the Union shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the University.

**Section 8.1 - Union Representatives.** Those in attendance at Union grievances shall not exceed the Council President and two (2) stewards, provided that if other employees are necessary as witnesses, the number can be increased or decreased as necessary.

**Section 8.2 - Grievance Defined.** For the purposes of this Agreement, a grievance is defined as a difference of opinion between the University and the Union or between the University and an employee with respect to the meaning or application of any provision of this Agreement which is reduced to writing and filed for processing through the Grievance procedure.

- A. Any employee may consult directly with a member of his/her immediate supervision on a matter which does not necessarily constitute a grievance. The supervisor will follow through on such matters and try to adjust them. In the event a satisfactory adjustment is not made, the matter may become a grievance and the Grievance Procedure may be followed.
- B. In any case where an employee is not satisfied with respect to the disposition of the matter on which s/he has informally consulted with a member of his/her immediate supervision, the employee may submit his/her complaint as a grievance, but this must be done within fifteen (15) days from the occurrence of the incident, or when the employee acquired direct knowledge of the condition which gave rise to the complaint, and if more than fifteen (15) days pass, the employee shall be barred from processing the complaint as a grievance.
- C. Time limits in Article 8 are expressed in calendar days.

**Section 8.3 - Individual Grievances.** Any employee shall have the right to present a grievance to, and discuss it with management and to have the grievance adjusted, without the intervention of a Steward or other representative of the Union as long as the adjustment is consistent with the terms of this Agreement and provided that a Steward or other representative of the Union has been given

an opportunity to be present at such adjustment.

#### **Section 8.4 - Grievance Procedure**

##### **A. Step One:**

1. Who Is Involved. The aggrieved employee or employees, the appropriate Union Steward, and the supervisor or his/her authorized representative. The grievance must be presented in writing, signed by the aggrieved employee or employees, in three (3) copies on forms furnished by the University.
2. Time Limits. The supervisor or his/her authorized representative shall have fifteen (15) days in which to provide a decision in writing. If the grievance is to be appealed to Step Two, this must be done within fifteen (15) days following the date of the supervisor's decision, or in the event no decision is provided, within fifteen (15) days, immediately following the expiration of the fifteen (15) day period. If no appeal has been filed within such fifteen (15) day period, further processing is barred.

##### **B. Step Two:**

1. Who Is Involved. The aggrieved employee or employees, the appropriate Union Steward (and an official from the Union if the Union so desires) and the Chief Administrator or authorized representative of the department involved.
2. Time Limits. The grievance must be appealed in writing, signed by the aggrieved employee or employees, in three (3) copies on forms furnished by the University. The Chief Administrator or authorized representative shall have fifteen (15) days in which to provide a decision in writing. If the grievance is to be appealed to Step Three, this must be done within fifteen (15) days immediately following the expiration of the fifteen (15) day period. If no appeal has been filed within the fifteen (15) day period, further processing is barred. A copy of the appeal should also be mailed to the University's Director of Labor Relations.

##### **C. Step Three:**

1. Who Is Involved. The aggrieved employee or employees, not more than the Council President and two (2) members of the Union and the Director of Labor Relations or his/her designated representative. If employees are necessary as witnesses, the number can be increased or decreased as necessary.
2. Time Limits. The grievance must be appealed in writing and signed by the aggrieved employee or employees and a full-time paid official of the Union or his/her designated representative, or the President of the Council, or his/her designated representative, on forms provided by the University. The Director of Labor Relations or his/her designated representative shall have fifteen (15) days in which to provide a decision in writing. In the event no decision is provided, the time limits set forth in Section 8.11 for referral to arbitration shall begin immediately following the expiration of the fifteen (15) day period. A copy of the arbitration request will also be forwarded to the University's Director of Labor Relations.

**Section 8.5 - Union Grievances.** The Union may file a grievance on its behalf with respect to the meaning or application of, or compliance or non-compliance with, any provision of this Agreement which names the Union and which expressly reserves to the Union as such, certain rights or imposes on it specific duties, obligations, or responsibilities. Any grievance initiated on behalf of the Union in accordance with this Section 8.5, shall be filed in Step Three of the Grievance Procedure within fifteen (15) days after the event or the day on which the Union should have reasonably acquired the knowledge of the event giving rise to the grievance, and processed in accordance with the Grievance Procedure.

**Section 8.6-Grievances Regarding Suspension, Discharge Or Lay-Off.**

- A. An employee wishing to protest a suspension, discharge or lay-off may file a grievance at Step Two of the Grievance Procedure but must do so within fifteen (15) days of the suspension, discharge or lay-off or the grievance will be barred.
- B. The University agrees to furnish each discharged employee, the appropriate Steward, and the Union a written statement of the reason for the discharge within one (1) day after the discharge. A discharged employee will be given an opportunity to telephone a Union representative before leaving the University premises.

**Section 8.7 - Time Limits.** Extensions of time limits in this Article may be made by mutual consent of the parties and such extensions shall be arranged or confirmed in writing.

**Section 8.8 – Employee Pay for Time Spent in Grievances** Time spent by employees in grievance meetings with management or in arbitration hearings shall be counted as time worked when it falls during the employee's scheduled work hours. Such meetings shall be scheduled at times least interruptive of normal operations and mutually convenient to management and the Union. The number of employee participants shall be held to the minimum necessary and employee participants must obtain the approval of their supervisors, with as much advance notice as possible, before leaving work to attend. Such approval shall not be arbitrarily withheld.

**Section 8.9 - Handling Grievances – Union Officers.** Union Officers or Stewards may receive, discuss, and process grievances as provided in this Article 8 on the premises of the University during their working hours except where any such activity unreasonably interferes with their work. No Union Officer, Steward, or employee-member shall leave his/her work for the purpose of investigating or processing a grievance without first receiving permission from his/her supervisor and giving him/her reasonable notice.

**Section 8.10 - Probationary Employees.** Grievances may be presented in connection with probationary employees, when the case for the grievance occurs between the 30th day and the end of the employee's probationary period, but such matters may not be carried to arbitration.

**Section 8.11 - Arbitration Procedure.**

- A. Any controversy (matter) which has not been satisfactorily adjusted in Step Three (3) of the Grievance Procedure may be referred in writing by the Union for arbitration no later than thirty (30) calendar days after the final decision in Step Three (3) of the Grievance Procedure is communicated to the Union.
- B. The parties shall request the Federal Mediation and Conciliation Service (FMCS) to furnish each party with an identical panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The parties shall meet promptly for the purpose of

selecting an arbitrator.

- C. Each party shall pay its respective expenses related to the arbitration, but all expenses and fees in connection with the arbitrator's services shall be paid by the losing party. If there is a split decision the parties will split the cost of the arbitrator's fees and expenses.

**Section 8.12 - Authority of Arbitrator.** The decision of the arbitrator shall be in writing and shall be final and binding upon the University, the Union, the employee or employees involved and all other employees represented by the Union. The arbitrator may consider and decide only the particular grievance presented to him/her in the written stipulation and his/her decision shall be based solely upon an application or interpretation of the provisions of this Agreement. The arbitrator shall not have the right to alter, modify or change this Agreement, nor shall his/her award, if any, be retroactive beyond the date the grievance was first presented in writing.

## **ARTICLE 9 - STRIKES AND LOCKOUTS**

During the term of this Agreement or any extension, neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or interference with University functions or operations, provided, however, that the members of this bargaining unit are not prohibited from honoring lawful picket lines set up by the Local 73 Bargaining Units in connection with a dispute involving the University or the University of Chicago Hospital.

## **ARTICLE 10 - POSTING OF VACANCIES**

### **Section 10.1 - Posting of Vacancies**

- A. The University shall bring to the attention of its employees new positions and vacancies by posting these positions in electronic format for a period of at least seven (7) calendar days. Notices shall identify the vacant job by requisition number, the posting date and the date the job will be taken off posting, the name of the department, location of the job, the title, working hours and the rate of pay.
- B. Whenever a new position is created that is known to be of more than one-hundred twenty (120) calendar days duration, it shall be posted as a regular position. If a temporary position continues to exist for more than one-hundred twenty (120) calendar days, it shall be posted as a regular position, except, when the position provides coverage for a disabled employee on extended sick leave, short-term disability, long-term disability or workers compensation. In that case, the temporary position shall be posted once it is determined that the disabled employee will be unable to return to work.

**Section 10.2 - Job Applications, Submitting Resumes.** Employee resumes should be submitted during the posting period in a format provided by the University. Additional relevant records, recommendations and transcripts may be required or furnished at the time of interview.

**Section 10.3 – Promoting of Qualified Employee Applicants.** It is the policy of the University to fill job vacancies where possible by promoting qualified employee applicants from within the University. The University will consider employees represented by the Union prior to considering other applicants to fill vacancies in job classifications covered by this Agreement. The University reserves the right, nevertheless, to determine if the employee concerned possesses the relevant skills and the physical fitness, ability and training to fill the position.

**Section 10.4 – Order of Filling Vacancies.** The order of consideration in filling a vacant or new position shall be as follows:

First, applicants within the University of Chicago Local 73 SEIU bargaining unit;

Second, applicants from the University of Chicago Medical Center (UCMC) Local 73 SEIU bargaining unit; and

Third, applicants from outside the bargaining unit.

**Section 10.5 – Applications from Employees with Current Corrective Action.** In considering applicants, corrective actions that have been issued within the previous six (6) months will be evaluated by the department considering the applicant along with performance appraisals and the recommendation of the present department. The corrective action process will not be interrupted by any promotion or transfer. Disagreement as to the skill, training and ability shall be subject to the grievance procedure.

**Section 10.6 - Seniority for Transferred Hospital Employees.**

- A. When a University of Chicago Hospitals Skilled Unit employee applies and accepts a position or accepts a position through the layoff procedure covered by this Agreement, then the University shall recognize that employee's combined seniority and accumulated leave days for the purposes covered by this Agreement. These employees will immediately become eligible for all rights and benefits available to other members of the University of Chicago Skilled Trades Bargaining Unit, without serving a new qualifying period. To insure coverage the employee must verify his/her benefit plans with the Staff Benefits Office within 30 calendar days of the transfer.
- B. Employees who transfer from the University of Chicago Skilled Trades Bargaining Unit to a University of Chicago Hospitals Bargaining Unit position under the terms of the two (2) Agreements shall retain coverage of their current University benefit plans until they are covered by the Hospitals benefit plans.

**Section 10.7 – Employee Applicant, Restriction Upon Transfer.** An applicant who applies for and accepts a voluntary lateral transfer under the provisions of this Section shall not be permitted to apply for or accept another such position for a period of one-hundred eighty (180) days from the date of his/her first day of work in the position for which s/he applied and was accepted. This provision shall not be construed so as to prevent advancement.

**Section 10.8 - Selection/Notification to Job Seeker**

- A. When an employee has been selected by the University to fill a vacated or new position, changes shall occur only at the beginning of a pay period and, unless otherwise agreed to by the employee and the supervisor(s), the employee must be released after one (1) full pay period.

- B. The hiring department will issue written notification to each employee interviewed, identifying the reason or reasons the employee was not selected to fill the position.

**Section 10.9 – Probationary Period upon Transfer.** An employee who receives a promotion or transfer to another classification will have a probationary period not to exceed one-hundred twenty (120) calendar days in the new position. Should the employee absent him/herself during the probationary period, it shall automatically be extended for the period equal to such absence. The parties agree that the employee should be oriented, trained, and apprised of his/her progress and shortcomings on his/her new job during the period immediately following promotion or transfer. If within the probationary period it is determined by the University that s/he is unable to perform the work of the new position satisfactorily, s/he shall be returned to his/her former position without loss of seniority no later than the end of such period. The probationary period may be extended by mutual agreement, in writing, between the parties -- the University and the Union -- and a copy of said agreement shall be furnished to the employee. The employee may elect to return to his/her former position within sixty (60) calendar days.

**Section 10.10 – Pre-Qualifying Tests.** Where job-related tests are required, they will be used to pre-qualify a job seeker for promotion. Such individuals who have not taken such test(s) will not be considered for the position until testing is completed and a passing score is attained. Such tests must have been passed within the previous six (6) months. Tests may be re-taken after thirty (30) days have elapsed from the previously-taken test. Employees who seek positions requiring pre-qualifying tests shall be given the opportunity to take such tests prior to the position being filled. The University agrees to a fourteen- (14) day period after the job's closing date for the testing and pre-qualification of employee job seekers.

## **ARTICLE 11 - SICK LEAVE, EXCUSED ABSENCES AND LEAVES OF ABSENCE**

### **Section 11.1 - Sick Leave With Pay.**

- A. Employees shall be entitled to sick leave pay after completion of their probationary period; however, sick leave credits shall accrue from the date of hire.
- B. Employees hired on or after September 1, 1995 shall accrue sick leave at the rate of nine (9) days per year and shall be credited to each employee at the rate of six (6) hours per month for full time employees. Employees hired prior to September 1, 1995 shall accrue sick leave at the rate of ten (10) days per year and shall be credited to each employee at the rate of six and seven-tenths (6.7) hours per month for full time employees. No sick leave shall accrue for any month during which employees are absent for more than one-half (1/2) of their standard working hours except where absence is due to paid vacations, paid holidays, paid funeral leaves, jury duty, voting time off or paid military leave. Sick leave with pay shall accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Diseases Act.
- C. An employee's sick leave allowances shall be applied only to absence necessitated by employee illness or injury and the University may at any time to require an employee who has been absent five (5) or more consecutive workdays or who is suspected of abuse of sick leave to submit a certificate issued by a physician licensed to practice medicine as proof of

illness. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

- D. Full time employees eligible for use of sick leave with pay may use accrued sick leave for scheduled doctor and dental appointments. Employees utilizing sick leave for such purposes must inform departmental supervision at the time the appointment is made to give the department as much advance notice as possible.
- E. Employees unable to report for work shall so inform their department in accordance with departmental call-in procedure. Time lost by employees who fail to notify their department as required shall be treated as an unexcused absence.
- F. Only the standard working hours lost due to absence because of illness shall be charged against the employee's sick leave credits.
- G. Compensation during allowable absences because of illness or injury shall be at the employee's basic straight-time hourly rate.
- H. Authorized absence arising out of industrial accidents suffered in the course of employment at the University shall not be charged against the employee's sick leave credits, except, to the extent necessary to supplement Worker's Compensation benefit payments. The employee is required to notify the departmental office of his/her desire to utilize sick leave in this manner.
- I. The balance of the employee's sick leave credits shall lapse when s/he resigns or is discharged and is not rehired within thirty (30) days following resignation or discharge, except as outlined in 16.15.

#### **Section 11.2 – Absence for Union Business.**

- A. Duly authorized Union members will be granted one (1) excused absence without pay not exceeding five (5) consecutive working days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent business of the Union. Application for such leave shall be made at least four (4) weeks prior to the absence except where an emergency prevents the giving of notice. No more than two (2) employees shall be absent at the same time for Union Leave.
- B. An employee elected to a full time position as an officer of the Union shall, upon written request by the Union, receive a leave of absence without pay for the period of service with the Union up to a maximum of two three-year terms in office. Upon return, s/he shall be re-employed provided there is a vacant job which s/he is capable of performing and to which his/her seniority would entitle him.
- C. An employee on Union Leave shall not be eligible for any benefits provided by this Agreement nor shall s/he accumulate seniority during the period of such leave of absence. Upon return, he shall be regarded as having seniority equivalent to that which s/he had immediately prior to his/her leave of absence. It is further understood that not more than one (1) employee may take Union Leave at any one time.
- D. The University agrees to pay not more than the Council President and five (5) University employees for straight-time scheduled hours of work lost by such employees during contract negotiations. The Union agrees to advise the University, in writing, of the names of elected negotiating committee members at least seven (7) days in advance of the first

scheduled negotiation meeting.

- E. When a union representative is required to attend meetings for contract negotiations the employee will be excused from the work shift with the understanding the Union representative will not use the period which s/he is excused to question overtime equalization.

**Section 11.3 - Absence for Jury Duty.** An employee who is summoned and reports for jury service shall be excused from work for the days on which s/he serves as a juror and s/he shall receive, for each such day of jury service on which s/he otherwise would have worked, his/her straight-time hourly rate for normally scheduled work hours.

- A. It is understood that if an employee is called to serve as a juror and is temporarily excused from such service, or if s/he is not required to serve as a juror on any of his/her regularly scheduled workdays, s/he will report for work during his/her scheduled working hours.
- B. In order to receive payment from the University for jury service, an employee must give his/her supervisor notice that s/he has been summoned at the earliest practicable time.

**Section 11.4 - Leaves of Absence / FMLA.** Employees covered by this Agreement shall have the right to make application for leaves of absences for justifiable reasons provided they have completed one (1) year of continuous service. The University will give consideration to the circumstances of each application and shall have the right to determine whether or not the leaves shall be granted and the duration of any leave of absence.

- A. An unpaid medical leave of absence will be approved to cover periods that the employee is not receiving sick leave, short term disability, long term disability or workers compensation benefits. The request for medical leave must include a statement from a licensed physician indicating both the reason (diagnosis) and the anticipated date of return (prognosis). If the total period of employee absence is less than six (6) months, the employee shall upon return, be guaranteed the same job or an equivalent job in the same department, provided the employee presents evidence to the University that s/he is able to perform the work. An unpaid medical leave of absence will begin after exhaustion of accrued vacation time and any accrued but unused personal holidays.
- B. Application for leave of absence shall be made on a Leave of Absence Request Form, signed by the employee. Each employee granted a leave of absence will receive a copy of the approved leave Form. Leaves of absence shall be without pay and, at the University's discretion, they may be extended upon receipt of written request for such extension.
- C. During any approved leave of absence or during layoff, an employee may retain coverage under the various insurance plans; as provided below:
- D. The University will continue its share of premium costs for three (3) months; after three (3) months the employee pays full premiums for the plans.
- E. Retention of insurance coverage is required during leaves of three (3) months or less. Arrangements for the payment of premiums are to be made with the University's service provider engaged to collect such premiums.
- F. During any leave of absence, an employee does not accrue sick leave or vacation credits, and is not eligible for any paid time benefit; however, all such benefits become available to the employee (but not retroactively for the period of the leave) as soon as the employee

resumes work after leave of absence.

- G. An employee on approved leave of absence will be terminated from employment if s/he fails to return to work when the leave of absence expires, unless s/he has a compelling reason, acceptable to the University, for his/her inability to return. Falsification of leave of absence application shall be cause for disciplinary action including discharge.
- H. The University will provide Family Leave as required by law, subject to the regulations and requirements of the Family Medical Leave Act (FMLA).

**Section 11.5 - Funeral Leave.** Employees who have completed three (3) months of employment shall, upon application to their supervisor, be allowed three (3) working days off at straight-time pay (four (4) when travel of more than four hundred (400) miles each way is involved) upon the death of a member of the employee's immediate family. Employees who have ten (10) years of service will be granted five (5) funeral leave days. "Immediate family" is defined as parents or foster parents, sister, brother, spouse, children or domestic partners as defined by University policy.

- A. In the event of death of an employee's father-in-law or mother-in-law, grandparent or grandchild, the employee will be allowed three days off with straight-time pay for hours lost.
- B. Any additional time required by an employee may be charged against the employee's accrued vacation, provided the employee obtains the approval of the supervisor in advance.
- C. The University agrees to give consideration to paid time off in the event of death of a person not bearing the relationship enumerated above on an individual basis.
- D. It is understood that the University has the right to request verification of relationship, death and distance traveled before paying benefits under this Article. It is further understood that the University may request an employee to complete a form indicating the names and relationships of relatives covered by this Section.

**Section 11.6 - Military Reserve Training Leave.** The University will provide Military Reserve Training Leave as required by law.

## **ARTICLE 12 - HOLIDAYS**

**Section 12.1 Authorized University Holidays.** The University recognizes the following eight (8) "Authorized University Holidays": New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving and Christmas Day.

- A. Whenever any of the holidays listed above falls on Saturday, the preceding Friday will be the "Authorized University Holiday," meaning the day on which the University observes the holiday for those classifications and operational sections whose normal work schedules do not include Saturday work. Whenever any of the holidays listed above falls on Sunday, the following Monday will be the "Authorized University Holiday," meaning the day on which the University observes the holiday for those classifications and operational sections whose normal work schedules do not include Sunday work.

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

**Section 12.2 - Absence On Day Before Or After Authorized University Holiday.** An employee who is absent from work on a scheduled workday preceding or following an Authorized University Holiday shall not receive pay for the holiday unless such absence is previously authorized or subsequently approved by his/her supervisor. A bona fide illness is excusable. An employee on lay-off status or on leave of absence shall not be considered eligible for holiday pay.

**Section 12.3 - Holiday Premium Pay.** An employee who is required to work on an Authorized University Holiday shall be compensated for such work at two and one-half (2 ½) times his/her basic hourly rate for a minimum of three (3) hours or the actual hours worked, whichever is the greater. For purposes of Holiday Premium Pay, "Authorized University Holiday" means only the day on which the University observes the holiday.

- A. In those years when the Authorized University Holiday for Christmas and New Year's Day is on a different day than the actual holiday, the University will not schedule an employee to work on both the actual and Authorized University Holiday. However, should operational needs require the University to schedule an employee to work both the actual and Authorized University Holiday, employees working on one or both of these holidays will receive Holiday Premium Pay as explained below and as illustrated by the table below:
  1. Employee works only on actual holiday: one and one half (1 ½) times his/her basic hourly rate on actual holiday, plus straight time holiday pay pursuant to Section 12.1 for the Authorized University Holiday.
  2. Employee works only on Authorized University Holiday: two and one-half (2 ½) times his/her basic hourly rate on Authorized University Holiday.
  3. Employee works both actual holiday and Authorized University Holiday: two and one-half (2 ½) times his/her basic hourly rate on both. This double Holiday Premium Pay applies to Christmas and New Year's Day only, and does not apply to any other actual or Authorized University holidays
  4. Employee does not work on actual holiday or Authorized University Holiday: straight time holiday pay pursuant to Section 12.1

B. **EXAMPLES:** Authorized University Holiday = Monday, December 26, 2011

	<b>Sunday, 25-Dec 2011</b>	<b>Monday, 26-Dec 2011</b>	<b>Total Holiday Premium Pay</b>
Example #1, employee works actual holiday only	1.5	1.0	2.5 times basic hourly rate
Example #2, employee works Authorized University Holiday only	OFF (no holiday pay)	2.5	2.5 times basic hourly rate
Example #3, employee works both actual holiday and Authorized University Holiday	2.5	2.5	5.0 times basic hourly rate
Example #4, employee does not work either actual holiday or Authorized University Holiday and receives only holiday pay pursuant to Section 12.1	0.0	1.0	1.0 times basic hourly rate

- C. The parties agree that the University will equalize the assignment of employees scheduled to work on a day recognized as a holiday.
- D. Any employee properly assigned or who accepts holiday work and who fails to report for holiday work and does not provide an excuse acceptable to the University shall not receive pay for the holiday and such failure may result in further disciplinary action.
- E. Holiday scheduling will not be applicable to Utility Plant personnel or other personnel whose standard shift schedule may require him/her to work on a holiday. No special University Holiday schedules shall be created and when a University holiday falls within an Operating Engineer's or other employee's scheduled rotation/shift, that Engineer/employee shall be expected to work the holiday.

**Section 12.4 – Holiday Pay**

- A. If an Authorized University Holiday falls on an employee's regularly scheduled day off and the employee is eligible for paid holiday compensation as provided in this Article 12, s/he shall be given another day off with straight-time pay as compensation within twenty-one (21) calendar days preceding or twenty-one (21) calendar days following the holiday. Such time off shall not be counted as time worked in computing overtime hours for the week.
- B. Operating Engineers and Operating Engineer Assistants shall have the right to request another day off be given in lieu of the holiday within thirty (30) days of the posting of the next year's rotation schedule. Approval of such requests will be made so long as the day off falls within the quarterly rotation schedule during which the holiday occurs. If it is not

possible to give him/her another day off within this period or s/he prefers to be compensated for the holiday, s/he shall be paid extra straight-time compensation for the number of hours in a regularly scheduled workday, and such hours shall not count as hours worked in that workweek.

**Section 12.5 – Personal Holidays.** In addition to the eight (8) University Holidays, each employee who works twenty (20) hours or more per week, is eligible for the accrual of Personal Holidays. Personal Holidays are accrued by eligible employees as follows:

On January 1 of any calendar year, two (2) Personal Holidays.

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

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

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

**Section 12.6 – Use of Personal Holidays**

- A. Employees who have accrued Personal Holidays during their probationary period shall not be eligible to use such holidays unless and until they have completed their probationary periods.
- B. The Personal Holidays shall be taken on days chosen by the employee, subject to his/her having given a minimum of two (2) weeks' notice and provided his/her absence on that day will not unduly hamper operations. Within three (3) working days after receipt of the employee's request, the department will respond in writing on a form supplied by the University.
- C. The employee who has Personal Holidays or Vacation time accrued but not used may, subject to departmental approval, use the day(s) as emergency day(s) off with pay, provided that no more than two (2) Personal Holidays and two (2) Vacation days are used for such time off. In the event an employee has neither Personal Holiday nor Vacation accruals the employee may be granted such time off as unpaid time. When an employee wishes to make such use of the day(s) s/he must notify his/her department as soon as possible, in no case later than his/her scheduled reporting time, and specify the reason for his/her absence.
- D. It shall be each employee's responsibility to request his/her Personal Holidays, observing the rules of his/her Department. Failure to request his/her holidays shall not entitle him/her to "carry over" holidays into the next calendar year nor entitle him/her to extra payment in lieu of the holidays. Departments will advise employees of accrued, unused Personal Holiday on a periodic basis and employees will be required to schedule their Personal Holidays not later than the second week of September each year.
- E. An employee who is eligible for use of accrued vacation time may, subject to departmental approval, use a vacation day as a personal holiday when s/he has no Personal Holiday accrued.
- F. If, due to emergency reasons, a Department must ask an employee to forego his/her scheduled Personal Holiday within one (1) workweek of the scheduled day, the employee shall be paid time-and-one-half for hours worked on that day and his/her Holiday shall be rescheduled. If the Personal Holiday cannot be rescheduled during that calendar year the

employee is entitled to an extra day's pay; hours thus paid for do not count as hours worked.

- G. Employees who have completed their probationary period shall, upon termination or lay-off be compensated for unused personal holidays within the calendar year in which such personal holidays were accrued.
- H. An employee who is on lay-off or leave of absence status on any of the above accrual dates shall not accrue the Personal Holiday for that date.

## **ARTICLE 13 - VACATION WITH PAY**

### **Section 13.1 - Eligibility For Vacation**

- A. An employee whose standard workweek is twenty (20) hours or more shall be eligible for an annual vacation with pay after twelve (12) months of continuous service. However, eligible employees may, with the approval of the department head, take one (1) week of accrued vacation after six (6) months of service, provided it is understood that payment for vacation so taken shall be deducted from the employee's pay if employment terminates before the completion of twelve (12) months of employment.
- B. The length of vacation pay for an eligible employee hired in the bargaining unit shall be as follows:
  - After 1 year of service - 3 standard workweeks
  - After 8 years of service - 4 standard workweeks
  - After 20 years of service - 5 standard workweeks
- C. "Years of Service" is defined as the employee's total period of continuous employment at the University. "Workweek" and "workday" are defined as the number of hours in the employee's standard workweek and workday.

**Section 13.2 - Vacation Accrual Rate.** An employee shall, upon completion of eight (8) years of service, have an additional standard workweek added to his/her vacation account and his/her vacation shall accrue thereafter at the rate of four (4) standard workweeks per year through the twentieth year of continuous service. Upon completion of twenty (20) years of service, an additional standard workweek shall be added to an employee's vacation account and his/her vacation shall accrue thereafter at the rate of five (5) standard workweeks per year.

### **Section 13.3 - Calculation Of Vacation**

- A. Vacation time shall be accrued monthly at the rate of one-twelfth of the total annual hours of vacation due the employee for each completed month of employment, but no vacation shall accrue for a calendar month during which the employee is in out-of-pay status, on paid sick leave or leave of absence for more than one-half (1/2) of his/her standard working hours for that month.
- B. Employees may not accrue more than one and one-half (1½) times the total hours of an annual vacation.

- C. The department will advise employees on a monthly basis of their vacation balance. If any employee loses accrued vacation time as a result of the University's failure to notify employees of their vacation balances, the University will restore such vacation to affected employees.
- D. Vacation time will accrue during any period of Worker's Compensation Leave so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act.

**Section 13.4 – Vacation, Years of Service.** Authorized absences caused by illness or injury and approved leaves of absence shall not be interpreted as an interruption of continuous service for the purpose of computing the employee's years of service.

**Section 13.5 – Scheduling Of Vacation**

- A. Insofar as may be consistent with the needs of the University, vacations shall be granted at the time of year selected by the employee, provided, however, that in scheduling vacations to fit the needs of both the employees and the University, no employee shall be deprived of his/her accrued annual vacation except as provided in Sections 13.6 and 13.9.
- B. For vacation periods of two (2) weeks or more, employees will make their vacation requests between March 1 and March 15 of each year. The University will respond to these requests no later than March 30 of each year. Vacation requests of less than two (2) weeks will be submitted at least two (2) weeks in advance of the start of the vacation, and the supervisor to whom the request is submitted will respond within five (5) days.
- C. Employees may elect to split their annual vacations into three (3) periods. In the event an employee elects to split his/her vacation, s/he may use his/her seniority preference only with respect to his/her first choice. His/her second choice may not be made until all other employees in his/her classification in his/her Operational Section have had the opportunity of selecting their first choice vacation period. If an employee does not make selections of vacation periods during the time provided for doing so on the basis of seniority, then, s/he shall lose his/her right to select using seniority preference until all other employees in his/her classification in his/her Operational Section have been given the opportunity of selecting.
- D. Eligible employees may use accrued vacation hours to the extent necessary to supplement Worker's Compensation benefit payments. The employee is required to notify the departmental office of his/her desire to utilize vacation in this manner.

**Section 13.6 – When Asked to Forgo Vacation.** The University may, to meet emergencies, request an employee to forego all or any part of his/her annual vacation, but in all such cases the University shall pay the employee the vacation allowance to which s/he is entitled in addition to the standard compensation earned by him/her by working during said vacation period. The University shall not request an employee to forego all or any part of his/her vacation for two (2) successive years.

**Section 13.7 – When University Holiday Falls Within Vacation.** When an authorized University holiday falls within an eligible employee's vacation period, his/her vacation shall be extended by the number of hours of paid holiday allowance to which the employee is entitled for that holiday.

**Section 13.8 – Compensation During Vacation.** Compensation during paid vacation shall be at the employee's basic straight-time hourly rate in effect at the time the vacation is taken except that

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

**Section 13.9 – Vacation Payment on Termination.** On separation from the University, employees will be paid for accrued, unused vacation according to Section 13.1.

## **ARTICLE 14 - HEALTH AND SAFETY**

### **Section 14.1 - Safety Committee**

- A. The Union and the University agree that safety rules and safe working practices are essential to promote good health and to reduce accidents. Therefore, the Union and the University recognize that employees are required to take all practical steps necessary to prevent accidents. Employees will be appointed annually, on a rotating basis, to the University Safety Committee to represent the operational sections within Facilities Services and other departments covered by this Agreement.
- B. The names of the Safety Committee members shall remain posted in all Operational Sections and Departments and will be updated annually. Safety Committee meetings will be convened and chaired by the University's Safety Officer or his/her designee.

**Section 14.2 – Safety Policies and Procedures – Employees Obligation.** All employees shall be required to conform to all health and safety policies and procedures including participation in appropriate training. The University will try to schedule such training meetings during normal work hours. Changes to University safety policies and procedures will be posted in all operational sections and departments and sent to the Union Office.

**Section 14.3 – Protective Devices.** The University will make provisions to assure the health and safety of the employees and will provide protective devices, clothing, footwear and other equipment to ensure proper protection as determined by the University. Protective footwear shall be issued in accordance with the terms outlined in Article 19.G, of this Agreement. Employees who are issued such devices shall use or wear them during working hours as required.

### **Section 14.4 - Weekend Work Assignments.**

- A. Pre-assigned weekend work should be of the type that employees would normally perform during Monday through Friday on first shift. This includes inspections, preventative maintenance activities, troubleshooting of non-emergency HVAC or plumbing problems.
- B. Assigned weekend work will be of such nature that the employee can leave unfinished if an emergent situation arises.
- C. Normal safety processes should be followed in order to reasonably accomplish the assigned work. If there are questions as to whether assigned work is safe, the employee

may postpone the work until s/he has had a chance to review the safety concerns with his/her supervisor or lead/foreperson.

- D. If circumstances require overtime or additional support, the employee should contact appropriate supervision, per department policy.

**Section 14.5 – Injuries While at Work; Workers Compensation.** Employees who are injured in connection with their work or who suffer from an occupational connected disease shall receive the benefits prescribed by the Illinois Worker's Compensation Act, provided such injury or disease is deemed compensable.

- A. Employees hired prior to September 1, 1973 shall receive payment from the University to supplement Worker's Compensation benefits to the level of their regular earnings for a period of six (6) months following the first date of certified disability. If an employee has been disabled and is collecting Worker's Compensation benefits, and returns to work before the expiration of the six (6) month period specified in this Section, s/he shall be eligible to receive supplemental payments from the University for any unused portion of the six (6) months provided in this Section if it is determined that s/he is unable to work due to the previous injury. If an employee returns to work after injury and suffers aggravation of the original injury, as determined according to the Illinois Worker's Compensation Act, s/he shall be entitled to an additional full six (6) months of the benefits specified in this Section.
- B. For any absence due to occupational injury or illness the University will continue to pay its share of health and life insurance premiums as long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or Occupational Diseases Act. The employee must pay the employee's share of premiums, unless the Worker's Compensation benefit is being supplemented by either sick pay or vacation pay, in which case the employee's share will be deducted from the supplemental payment.

**Section 14.6 – Support of Drug Free Workplace.** The University and the Union support a drug free working environment. The parties agree that they will meet at a labor management conference to define a mutually acceptable screening and testing procedure which will be targeted for implementation during the first year of the Agreement.

**Section 14.7 – Use of University Vehicles.** All University employees whose duties may require the use of a University vehicle will be required to have a valid driver's license. Employees will also be required to complete the Vehicle Use Acknowledgment Form required by the University's insurer.

## **ARTICLE 15 - SHORT-TERM DISABILITY**

The University agrees to provide Short-term Disability (STD) coverage for employees with one (1) or more years of continuous service. The following is a general description of the benefits and conditions of this Plan:

- A. Any eligible employee who is absent from work because of a non-work related accident or illness will be entitled to STD benefit payments beginning the fifteenth (15th) day of the absence. The employees will be required to use accrued sick leave during short-term

disability; however the employee may retain one (1) week of accrued sick leave for use at a future date.

- B. The benefit payment will be sixty percent (60%) of basic straight-time hourly earnings. The benefit payment shall continue as long as the employee is disabled until the end of a thirteen (13) week period that begins with the first day of absence.

## **ARTICLE 16 - WAGES AND HOURS**

### **Section 16.1 – Workweek/Workday**

- A. The provisions of this Article are intended only to provide a basis for calculating straight-time, overtime and premium payments, and shall not be construed as a guarantee of hours of work per day or per week. Overtime or premium payments shall not be pyramided or paid under more than one provision of this Agreement for the same hours worked.
- B. It is understood by the parties that eight (8) hours shall constitute a normal workday.
- C. Employees shall be paid at straight-time hourly rates for all hours worked up to and including eight (8) in one (1) workday and forty (40) in one (1) workweek; and for authorized holidays, vacations and sick leaves due to eligible employees in accordance with the provisions of Articles 11, 12, and 13 of this Agreement.
- D. The normal workweek for all part-time employees, except those where seven (7) day coverage is required, shall consist of four (4) hours per day, five (5) consecutive days per week.
- E. The normal workweek for all full-time employees, except those where seven (7) day operation is required, shall consist of eight (8) hours per day, five (5) consecutive days per week.
- F. “Regular days off” each week may be defined as Saturday and Sunday or the sixth and seventh day of the employee’s workweek regularly taken off each week in lieu of Saturday and Sunday.
- G. A workweek may encompass Saturday and/or Sunday as a regular workday. Employees within the upper one-half (1/2) of their occupational group and operational section shall maintain a Monday through Friday assignment unless the employee chooses otherwise.
- H. Should an employee apply for and accept a position that requires a unique service arrangement specific to client needs in particular buildings/departments, and where the shifts and workday schedules are required for the position, s/he shall be expected to maintain such work schedule for so long as s/he is working in that position. If more than one employee is assigned to the buildings/departments but the workdays/hours differ, then seniority shall continue to be used in determining choice of workweek days and their associated shift hours. Frequency for exercising such choice of work days and associated shift hours shall be in accordance with Article 7, Section 7.7 of this Agreement.

**Section 16.2 – Overtime, Daily and Weekly.** Employees shall be paid one and one-half (1 1/2) times the

basic straight-time hourly rate for all hours worked in excess of eight (8) in one (1) workday and all hours worked in excess of forty (40) in one (1) workweek, provided:

- A. that daily overtime shall be paid at one and one-half times the basic straight-time hourly rate even though because of time off, with or without pay, the hours actually worked during the workweek total less than forty (40); and
- B. that daily overtime hours shall not be counted again in computing hours worked in excess of forty (40) per workweek.

### **Section 16.3 – Premium Pay**

- A. **Early Reporting With Advance Notice:** When an Employee is required to report early for duty with notice before the end of his shift. In this circumstance, the employee will be paid one and one-half (1 ½) times his basic straight-time hourly rate for two (2) hours, or the actual time worked, whichever is greater, for all work performed prior to the scheduled starting time.
- B. **Early Reporting Without Advance Notice:** When an employee is required to report early for duty without notice before the end of his shift. In this circumstance, the employee will be paid two (2) times his basic straight-time hourly rate for the first two (2) hours, and one and one-half (1 ½) times his basic straight-time hourly rate for all hours worked after the first two (2) hours, prior to his scheduled starting time.
- C. **Emergency Work:** When an employee is called back to the University for emergency work after having gone home. In this circumstance, the employee will be paid one and one-half (1 ½) times his basic straight-time hourly rate for four (4) hours (2 hours for snow removal), or the actual time worked, whichever is greater.
- D. **Work on a Regular Day Off:** When an employee is required to work on all or part of his Regular Day Off. In this circumstance, the employee will be paid one and one-half (1 ½) times his basic straight-time hourly rate for four (4) hours (2 hours for employees in the Department of Physical Education and Athletics) or the actual time worked, whichever is greater.

**Section 16.4 - Double Time Pay.** Employees shall be paid at two (2) times their basic straight-time hourly rate for all hours worked when required to work in excess of sixteen (16) consecutive hours.

**Section 16.5 – Daily Overtime.** When an employee works more than his/her regular daily hours and the work period, except for mealtime, is continuous, time and one-half the basic straight-time hourly rate shall be paid only for the hours actually worked in excess of eight (8) for the workday.

**Section 16.6 – Illinois 6-Day Week Law.** The University shall not require an employee to take equivalent time off to compensate for overtime except as may be required under the Illinois One Day Rest In Seven Act.

**Section 16.7 – Definition of Workweek For Calculating Overtime.** For purposes of computing overtime, a workweek is defined as the seven (7) days beginning on Monday and ending on the following Sunday.

**Section 16.8 - Overtime Distribution.** In the normal course of operation, overtime shall be equally distributed among the employees within their respective Shops in the respective department to the extent it is practical to do so given different employees' special skills.

- A. Overtime distribution in the Utility Plant shall be considered equally divided if there is no more than a forty (40) hour spread among Utility Plant personnel within a calendar year.
- B. The Union recognizes there may be emergent circumstances that preclude the equal distribution of overtime, especially in the event the University's Emergency Management Plan requires implementation. Such emergent circumstances will dictate/require mandatory overtime in order to prevent significant disruption to the normal operation of the University and to safeguard persons or property. In the event of a dispute, resolution of such dispute will be subject to the grievance procedure, as outlined in Article 8 of the Agreement.

**Section 16.9 – Holiday Pay in Computing Overtime.** Authorized University Holidays will be considered as time worked in computing overtime payment due for the workweek.

**Section 16.10 - Premium Pay, 2<sup>nd</sup> and 3<sup>rd</sup> Shifts**

- A. A premium of eight percent (8%) per hour above the basic straight-time hourly rates listed in Schedule "A" in this Agreement shall be paid for second and third shift employees.
- B. For purposes of this Agreement the first shift shall be designated as the one normally starting on or about 6:00 a.m., the second shift on or about 2:00 p.m., and the third shift on or about 10:00 p.m., provided however, that the hours of starting of such shifts shall be subject to seasonal variations.

**Section 16.11 – Premium Pay, Sunday.** Employees whose scheduled work shifts begin on or after 12:00 midnight Saturday night and before 12:00 midnight Sunday night shall be paid a Sunday premium of six percent (6%) in addition to their regular straight-time hourly rates for hours worked in such shifts. Sunday premium pay shall be in addition to any shift premium pay due employees under Section 16.10 of this Article 16.

**Section 16.12 – Breaks.** Except in the case of an emergency, each employee shall be allowed one (1) fifteen (15) minute rest break during each half-shift, to be taken at times established by management. Each employee shall also be allowed ten (10) minutes clean-up time at the end of his/her shift.

**Section 16.13 – Sick Accrual Payout Provision.** Any employee who qualifies by age for retirement under the Employee Retirement Income Plan and who elects to retire from the University or who has at least 25 years of continuous service and who voluntarily terminates from the University shall at that time become eligible for a partial sick leave payout as provided below:

- A. To be eligible for a sick leave payout, an employee must have a balance of accrued sick leave hours.
- B. Eligible employees shall receive additional lump-sum compensation determined by multiplying 40% of up to a maximum of 1,000 hours of their unused accrued sick leave at that time, by the employee's basic straight-time hourly rate (not to exceed 400 hours pay).
- C. This lump sum shall be paid as terminal compensation, in addition to hours worked and any unused personal holiday time and accrued vacation hours as provided under this Agreement.
- D. In the event an employee passes away during active employment, the sick leave payout

will be made to the employee's designated beneficiary.

#### **ARTICLE 17 - NOTICE OF DISCIPLINARY ACTION**

- A. Employees shall be informed that they are entitled, on request, to Union representation during the course of any investigatory interview initiated by a University representative if the employee reasonably believes that such interview might result in disciplinary action.
- B. The parties agree that a fairly administered progressive corrective action procedure can be effective in identifying and remedying many problems which interfere with employee job performance; they recognize, however, that serious workplace misconduct may warrant immediate suspension and/or discharge. No corrective action shall be taken without just cause. There shall be no change in the present progressive corrective action procedures without reaching an agreement with the Union.
- C. Employees shall be furnished a copy of the corrective action notice when issued and one (1) copy shall be sent to the Union. Except for serious offenses, the progressive corrective action process shall not be advanced if twelve (12) months or more have elapsed since the incident giving rise to the employee's last previous corrective action. Corrective actions in an employee's file will not be furnished or shown to prospective employers absent specific authorization by that employee.

#### **ARTICLE 18 - TRANSFERS**

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

#### **ARTICLE 19 - UNIFORMS**

- A. The University agrees to furnish a minimum of seven (7) uniforms and/or overalls for each employee (eleven (11) for Motor Pool employees).
- B. Replacement uniforms will be provided every two (2) years, however, no replacements

shall be issued without an exchange uniform.

- C. Up to three (3) uniforms may be cleaned each week.
- D. The University agrees to consider the desires of employees by established and related Occupational Groups with reference to type, material, color and style of such work clothes, but the University reserves the right to make the final decision. Employees shall wear the uniforms provided.
- E. The University agrees to continue furnishing an adequate supply of protective clothing, including raincoats, coveralls and parkas. Protective clothing will be provided to departments and the operational sections where such protective clothing is needed. These garments are to be maintained by the University and will be kept in a sanitized condition.
- F. The Union and the University agree that the employee(s) are to be charged for the loss of missing garments for which they are signed out.
- G. The parties agree that employees covered by this Agreement will be fully reimbursed annually for safety shoes up to a cost of \$125.00 per pair.
  - 1. There will be no carry-over from year to year of any unused portion of this amount.
  - 2. Departments will maintain a process/procedure for determining whether to issue safety shoes and/or provide reimbursement for such shoes.
  - 3. The shoes should be of a workmanlike appearance, made of leather or similar durable material. Athletic shoes or recreation type shoes are not permitted. Landscape Services employees may purchase two (2) pairs of safety shoes per year. Employees, who have safety shoes as a result of this Agreement, shall be required to wear safety shoes during working hours.

## **ARTICLE 20 – MISCELLANEOUS – TOOLS & EQUIPMENT**

- A. In the course of performing their work, employees are issued an extensive inventory of equipment including tools, building keys, radios, computers, pagers, telephones, vehicles and uniforms. It is the responsibility of each employee to properly safeguard and afford reasonable use and care of such equipment.
- B. The University agrees to continue the practice of replacing with comparable quality tools those employee owned tools of a “basic” nature that are worn out or broken. “Basic” tools are typically hand tools which are considered essential to the ordinary performance of the trade or occupation of the employee concerned.
- C. Basic tool lists are trade specific, and will be reviewed jointly by the University and the Union on an as required basis.

## **ARTICLE 21 - RETIREMENT INCOME PLAN**

**Section 21.1 – Defined Contribution and Retirement Income Plans.** The University's contribution to the Defined Contribution portion of ERIP is 2.5%. Employees are eligible to participate in the Retirement Income Plan at age twenty-five (25) or after completion of one year of service. Mandatory enrollment will be at age twenty-five (25) and two (2) years of service, and such employees shall participate in the program to the same extent as other non-academic University employees.

**Section 21.2 – Union Input on Retirement Issues.** The University agrees that it will seek and receive the union's input on retirement issues at its Labor-Management meetings. In the event that a "retirement committee" is established, one (1) member of the committee shall be a member of the union.

## **ARTICLE 22 - HEALTH CARE BENEFIT PLANS**

### **Section 22.1- Health Care Benefits.**

- A. The University plans to offer the Maroon, University of Chicago Health Plan (UCHP), Humana Health Plan and the HMO Illinois plans for the term of this Agreement. However, if during the term of this Agreement it becomes necessary to remove or change any of the above health plans, the University will first give the Union notice and afford the Union the opportunity to bargain concerning such change.
- B. Effective January 1, 2012 and each January 1 in subsequent years of this Agreement, the monthly contribution rates for full-time employees shall not exceed the rates outlined in Appendix B of this Agreement.
- C. The University's contributions toward health care plan coverage are applicable only for employees who are in active pay status, except as provided in Sections 11.4 and 14.4 of this Agreement.
- D. The parties agree that the provisions in this Section are viewed as an entire health care rates/package effective January 1, 2012 and subsequent years of the Agreement.

**Section 22.2- Life Insurance Benefits.** During the term of this Agreement, the University shall provide benefits-eligible employees basic life insurance coverage and the ability to purchase additional life insurance coverage in accordance with the same terms provided to other non-represented staff employees.

## **ARTICLE 23 - APPRENTICES**

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

- B. The approved Standards of Apprenticeship agreed to by the University and the Union, registered on March 9, 1982 by the Bureau of Apprenticeship and Training, shall remain in effect for the term of this Agreement.
- C. So long as the University in its discretion deems it practicable, it will make every effort to maintain the present ratio of one (1) apprentice to approximately five (5) journeymen, or major fraction thereof. Whenever sufficient competent journeymen mechanics cannot be obtained, the University may, in its discretion, employ a larger proportionate number to fill such vacancies and will confer with the Union when this becomes necessary, but reserve the right to make the final decision. The University may, in its discretion at all times employ at least one (1) apprentice in each of the recognized classifications of Journeyman Building Mechanics, and Building Engineers set forth in Schedule "A" of the contract.
- D. The University agrees that the ratio of Assistant Building Engineers to Journeyman Building Engineers will not exceed the level of one (1) Assistant to five (5) Journeymen, and further agree that should it be deemed necessary by the University to increase this ratio, it will first confer with the Union prior to increasing the agreed upon ratio.

#### **ARTICLE 24 - LABOR-MANAGEMENT CONFERENCES**

**Section 24.1 - Purpose.** The Union and the University agree that in the interest of efficient management and harmonious employee relations, they will hold quarterly Conferences between representatives of the employees and management. If the parties agree, they may schedule more than one (1) Conference meeting during any quarter.

- A. Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or to both, by the persons present at any Conference. Labor-Management Conferences shall be exclusive of the Grievance Procedure provided for by Article 8, and grievances shall not be considered at such Conferences; nor shall negotiations for the purposes of altering the terms of this Agreement be held at such Conferences.
- B. Management supports the concept that employees should be trained to operate applicable existing and prospective systems and agrees that this issue will be an agenda item for Labor-Management Conferences. In the event that the University determines it is necessary to provide employee(s) with specialty training within their respective departments and occupational groups, then the University will inform all employees about such training opportunities.
- C. These Conferences, which will typically be scheduled every two months, will also provide an opportunity to present cyclical topics such as an annual financial overview and customer satisfaction surveys.

**Section 24.2 - Representatives.** The University representatives shall consist of the Director of Labor Relations or his/her designated representative and such other persons as s/he may from time to time invite, not to exceed six (6) in number. The representatives of the Union, not to exceed seven (7) in number, shall consist of Officers, Stewards and concerned employees.

**Section 24.3 - Time For Conferences.** The time, date and place of Labor-Management Conferences

shall be agreed upon by the parties. When a Conference is scheduled during an employee's working hours, no employee shall lose pay for time spent attending.

## **ARTICLE 25 - FEDERAL AND STATE LAWS, MUNICIPAL ORDINANCES AND EXECUTIVE ORDERS**

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

## **ARTICLE 26 - WAGE RATES**

**Section 26.1** The agreed upon wages as set forth in Schedule "A" hereof, effective August 21, 2011, August 19, 2012, August 18, 2013, and August 17, 2014, shall remain in effect during the period of this Agreement.

### **Section 26.2 - New Classification.**

- A. In the event the University establishes a new job classification within the bargaining unit, in addition to those listed in the attached Schedule "A", the University will notify the Union, in advance, of the job duties and assigned rate of pay for the position. If the Union wishes to discuss the assigned rate of pay, it will notify the University within seven (7) calendar days. If discussion does not result in agreement on the rate of pay for the new position(s) within seven (7) calendar days, the questions as to whether or not the University has assigned a correct rate of pay for the new position(s) shall be referred to arbitration as provided in Article 8. If the arbitrator finds that the University has not set the rate of pay correctly, s/he shall so inform the parties who shall then enter into discussion as to the correct rate of pay.
- B. However, it is understood that if the foregoing procedure does not result in agreement within twelve (12) calendar days of receipt by the Union of the University's original notice concerning establishment of such new classification(s), the University may proceed to put the new classification(s) into effect. In such case, the employee(s) placed in the new classification(s) will be informed that the assigned rate of pay is temporary, pending resolution of the discussion between the Union and the University.

## **ARTICLE 27 - MISCELLANEOUS**

**Section 27.1 - Communications.** Whenever it shall be necessary or desirable for either party to serve any notice upon the other, except that provided for in Article 29, such notice shall be served in person or sent by registered United States mail, postage prepaid, addressed to The University of Chicago, Attention: Director of Labor Relations, Human Resource Services, 6054 South Drexel Avenue, Chicago, Illinois 60637, and to the Service Employees International Union Local No. 73, 300 South Ashland Avenue, Suite 400, Chicago, Illinois 60607, and to the President of the Council or his/her designate at such addresses as shall be furnished in writing to the University. All time limits for response by the parties provided for in this Agreement except under Article 29 and except for

grievance filings and responses shall commence from the latest date of receipt or notice by registered mail by one of the parties to be notified.

**Section 27.2. - Letters of Agreement.** This Agreement and its Appendices constitutes the entire Agreement between the parties and cancels all previous commitments or Agreements, oral or written, between them except for the Letters of Agreement/Understanding as follows:

Staff and Faculty Assistance Program

Jurisdiction/Job Titles

Health Care

Role of Council President

COPE Deductions

VSP Vision Care

Continued Integration of Residential Properties (RP) Into Facilities Services

Correction to Article 27

#### **ARTICLE 28 - TERMINATION**

- A. This Agreement shall remain in effect for a period of forty-eight (48) months from and after September 1, 2011, and from year to year after that subject to termination by either party on any yearly expiration date with not less than ninety (90) days prior written notice to the other party.
- B. It is understood and agreed that, in the event the University enters into any single collective bargaining agreement with any other Union representing non-academic University employees between September 1, 2011 and August 31, 2015, which provides benefits other than those set forth in Articles 11 (Sick Leave), 12 (Authorized University Holidays), 13 (Vacation), 21 (Retirement Income Plan) and/or 22 (Health Care Benefit Plans) of this Agreement, then upon written notice from the Union, prior to August 31, 2015, all of the corresponding provisions of such other single collective bargaining Agreement shall be substituted for and operate in lieu of the provisions of Articles 11, 12, 13, 21 and 22 of the parties' Agreement, from the date such notice is received by the University for the duration of the parties' Agreement.
- C. Both parties acknowledge that during negotiations each had the opportunity to present proposals on any subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered by this Agreement except as specifically provided in this Agreement and that this Agreement concludes collective bargaining for its term.

#### **ARTICLE 29 - NOTICE**

**Section 29.1 - Notices Between University and Union.** Whenever it is necessary or desirable for either party to serve any notice upon the other, the notice shall be in writing and served personally or sent

by registered United States mail, postage pre-paid, addressed to The University of Chicago, Attention: Director of Labor Relations, Human Resource Services, 6054 South Drexel Avenue, Chicago, Illinois 60637, and to The Service Employees International Union Local No. 73, 300 South Ashland Avenue, Suite 400, Chicago, Illinois 60607.

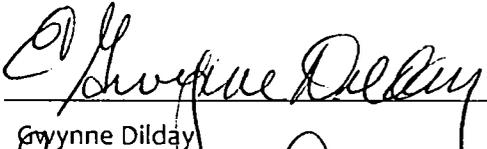
**Section 29.2 - Notice of Intent to Renegotiate Agreement.** If either party notifies the other in writing at least ninety (90) calendar days prior to the expiration date or any annual anniversary of that date, of its desire to modify or amend this Agreement, negotiations shall begin within thirty (30) days after the notice is received. If the parties reach an impasse in their negotiations, then when the Agreement expires, it will cease to have effect and the parties shall be permitted all lawful economic recourse in support of their respective positions, including the right to institute a strike or lockout in conformity with applicable law.

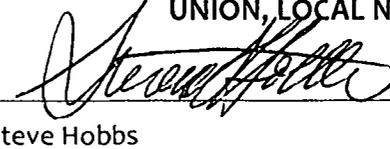
**Section 29.3 - Employee Notice to University.** Employees are responsible for notifying the University of changes in personal information, i.e., address, telephone, etc. via telephone or certified mail.

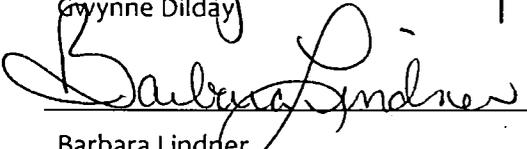
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 12<sup>th</sup> day of March, 2012.

**FOR THE UNIVERSITY OF CHICAGO**

**FOR THE SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 73**

  
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Gwynne Dilday

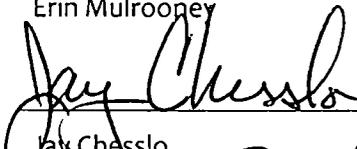
  
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Steve Hobbs

  
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Barbara Lindner

  
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Stephen Clarke

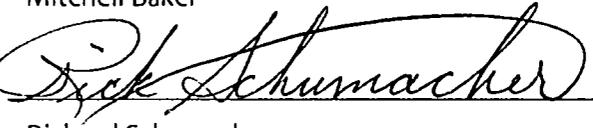
  
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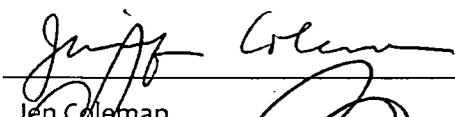
  
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Jay Chesslo

  
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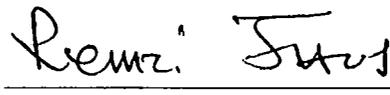
  
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Joel Schriever

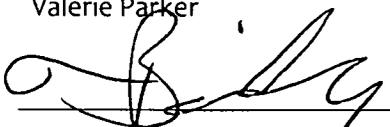
  
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Richard Schumacher

  
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Blaine Nicholson

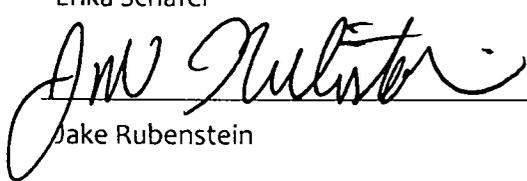
  
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Remzi Jaos

  
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Mario Bailey

  
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Adam Lucido

  
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Erika Schafer

  
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Jake Rubenstein

**APPENDIX A**

**SKILLED TRADES UNIT  
SCHEDULE "A"  
BASIC STRAIGHT-TIME HOURLY RATES  
INCLUDING UNIVERSITY JOB CODE NUMBERS**

		Effective 8-21-11	Effective 8-19-12	Effective 8-18-13	Effective 8-17-14
<b>1. DEPARTMENT: FACILITIES SERVICES</b>					
<b>A. Occupational Group: Engineering</b>					
Building Maintenance (including campus, residence halls& dining, and International House)					
2453-06	Engineering Foreman	\$34.83	\$35.53	\$36.24	\$36.96
2454-07	Sr. Refrigeration Plant Engineer	\$33.78	\$34.46	\$35.15	\$35.85
2453-04	Building/Refrigeration Engineer	\$32.96	\$33.62	\$34.29	\$34.98
2453-03	Building Engineer	\$31.67	\$32.30	\$32.95	\$33.61
2467-03	Steamfitter	\$31.67	\$32.30	\$32.95	\$33.61
2465-04	Building Automation Engineer	\$32.96	\$33.62	\$34.29	\$34.98
2465-07	Sr. Building Automation Engineer	\$33.78	\$34.46	\$35.15	\$35.85
2463-03	Equip. Condition Monitoring Engineer	\$32.25	\$32.90	\$33.59	\$34.26
2463-07	Sr. Equip Cond. Monitoring Engineer	\$33.78	\$34.46	\$35.15	\$35.85
2491-03	Utility Worker	\$17.82	\$18.18	\$18.54	\$18.91
Utility Plants					
2510-06	Utility Plant Eng. Foreman	\$38.88	\$39.66	\$40.45	\$41.26
2512-03	Operating Engineer	\$33.78	\$34.46	\$35.15	\$35.85
2513-03	Utility Plant Maintenance Mechanic	\$36.01	\$36.73	\$37.46	\$38.21
2516-03	Utility Plant Maintenance Machinist	\$36.01	\$36.73	\$37.46	\$38.21
2517-03	Utility Plant Assistant Operator	\$28.85	\$29.43	\$30.02	\$30.62
2515-03	Operating Engineer Asst. – Unlicensed	\$25.74	\$26.25	\$26.78	\$27.32
2492-03	Maintenance Laborer	\$25.08	\$25.58	\$26.09	\$26.61
2518-03	Utility Plant Operator	\$36.01	\$36.73	\$37.46	\$38.21
<b>B. Occupational Group: Building Trades (includes campus and residential properties)</b>					
2461-06	Carpenter Foreman	\$35.54	\$36.25	\$36.98	\$37.72
2461-03	Carpenter	\$32.13	\$32.77	\$33.43	\$34.10
2521-06	Locksmith Foreman	\$34.89	\$35.59	\$36.30	\$37.03
2521-03	Locksmith	\$31.67	\$32.30	\$32.95	\$33.61
2470-06	Decorator Foreman	\$34.89	\$35.59	\$36.30	\$37.03
2470-03	Decorator	\$31.67	\$32.30	\$32.95	\$33.61
2466-06	Structural Mechanic Foreman	\$34.89	\$35.59	\$36.30	\$37.03
2466-03	Structural Mechanic	\$31.67	\$32.30	\$32.95	\$33.61
2481-03	Motor/Equipment Mechanic	\$31.67	\$32.30	\$32.95	\$33.61
2462-03	Plumber	\$31.67	\$32.30	\$32.95	\$33.61

**Effective    Effective    Effective    Effective**  
**8-21-11    8-19-12    8-18-13    8-17-14**

1. Lead Building Trades and Operating Engineer employees shall receive \$1.00 in addition to the hourly rate in effect for these classifications.

APPENDIX A, continued

**SKILLED TRADES UNIT  
SCHEDULE "A"  
BASIC STRAIGHT-TIME HOURLY RATES  
INCLUDING UNIVERSITY JOB CODE NUMBERS**

	Effective 8-21-11	Effective 8-19-12	Effective 8-18-13	Effective 8-17-14
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**DEPARTMENT OF FACILITIES SERVICES, CONTINUED.**

2. The starting rate for newly-hired employees in all preceding classifications will be \$1.00 per hour less than shown. Such employees shall receive an increase of \$.50 per hour after six (6) months, and \$.50 per hour after one (1) year of service.

2471-01	Helper I				
	Beginning rate:	\$17.22	\$17.56	\$17.91	\$18.27
	After 12 months:	\$17.70	\$18.05	\$18.41	\$18.78
	After 24 months:	\$18.20	\$18.56	\$18.93	\$19.31
	After 36 months:	\$18.56	\$18.93	\$19.31	\$19.70
2471-02	Helper II				
	Beginning rate:	\$21.00	\$21.42	\$21.85	\$22.29
	After 12 months:	\$21.59	\$22.02	\$22.46	\$22.91
	After 24 months:	\$22.19	\$22.63	\$23.08	\$23.54
	After 36 months:	\$22.81	\$23.27	\$23.74	\$24.21

**C. Occupational Group: Landscape Services**

2482-03	Landscape Services	\$21.62	\$22.05	\$22.49	\$22.94
2485-03	Horticulturist	\$21.62	\$22.05	\$22.49	\$22.94
2481-03	Motor Equipment Mechanic	\$31.67	\$32.30	\$32.95	\$33.61
2482-02	Landscape Services Laborer				
	Beginning rate:	\$13.58	\$13.85	\$14.13	\$14.41
	After 12 months:	\$13.95	\$14.23	\$14.51	\$14.80
	After 24 months:	\$14.34	\$14.63	\$14.92	\$15.22
	After 36 months:	\$14.72	\$15.01	\$15.31	\$15.62

1. Lead Landscape Services Mechanic and Lead Horticulturist employees shall receive \$1.00 in addition to their hourly rate in effect for these classifications.
2. The starting rate for newly-hired Landscape Services Crew employees will be \$1.00 per hour less than shown. Such employees shall receive an increase of \$.50 per hour after six (6) months and \$.50 after one year of service. The preceding is not applicable to those classifications where rate wage progression is detailed.

**D. Apprentices-Building and/or Trades Mechanic**

Beginning rate	(67%)	\$21.23	\$21.65	\$22.08	\$22.52
After 12 months	(73%)	\$23.12	\$23.58	\$24.05	\$24.53
After 24 months*	(79%)	\$25.02	\$25.52	\$26.03	\$26.55
After 36 months*	(85%)	\$26.92	\$27.46	\$28.01	\$28.57
After 48 months*	(88%)	\$27.87	\$28.43	\$29.00	\$29.58

\*Note: These three annual increases will depend upon qualification by examination.

**APPENDIX A, continued**

**SKILLED TRADES UNIT  
SCHEDULE "A"  
BASIC STRAIGHT-TIME HOURLY RATES  
INCLUDING UNIVERSITY JOB CODE NUMBERS**

	Effective 8-21-11	Effective 8-19-12	Effective 8-18-13	Effective 8-17-14
<b>2. DEPARTMENT: PHYSICAL EDUCATION AND ATHLETICS</b>				
2894-01 Athletic Aide I	\$13.61	\$13.88	\$14.16	\$14.44
2894-02 Athletic Aide II	\$14.10	\$14.38	\$14.67	\$14.96
2061-02 Locker Room Attendants	\$13.85	\$14.13	\$14.41	\$14.70
<b>3. DEPARTMENT: BOOTH SCHOOL OF BUSINESS</b>				
<b>A. Occupational Group: Building Maintenance</b>				
2453-06 Engineering Foreman	\$34.83	\$35.53	\$36.24	\$36.96
2453-03 Building Engineer	\$31.67	\$32.30	\$32.95	\$33.61
2453-04 Building/Refrigeration Engineer	\$32.96	\$33.62	\$34.29	\$34.98
<b>B. Occupational Group: Trades</b>				
2461-03 Carpenter	\$32.13	\$32.77	\$33.43	\$34.10
<b>4. DEPARTMENT: SAFETY AND SECURITY</b>				
<b>Transportation and Parking Services</b>				
2483-03 Parking Monitor	\$21.62	\$22.05	\$22.49	\$22.94

**APPENDIX B**

**PREMIUM RATES AND RATE INCREASE ILLUSTRATIONS FOR HEALTH PLANS, 2012**

*\*Projected increases are for purposes of illustration only - rates will be increased based on individual premium increase and formulas*

First Tier		Under \$39,000	Under \$39,000	Under \$39,000	Under \$39,000
		Jan. 1, 2012			
		Current Rate	*If Premium Increase is less than 10% - increase to maximum shall be 10%. This formula is applied plan by plan.	*If Premium Increase is between 10% and 15% - increase to maximum shall be 15%. This increase is applied plan by plan.	*If Premium Increase is greater than 15% - increase to maximum shall be 20%. This increase is applied plan by plan.
HUMANA	SINGLE	\$42	\$46	\$48	\$50
	EE + 1	\$104	\$114	\$120	\$125
	FAMILY	\$123	\$135	\$141	\$148
HMO IL	SINGLE	\$35	\$39	\$40	\$42
	EE + 1	\$84	\$92	\$97	\$101
	FAMILY	\$105	\$116	\$121	\$126
UCHP	SINGLE	\$40	\$44	\$46	\$48
	EE + 1	\$84	\$92	\$97	\$101
	FAMILY	\$107	\$118	\$123	128
MAROON	SINGLE	\$105	\$116	\$121	\$126
	DOUBLE	\$175	\$193	\$201	\$210
	FAMILY	\$225	\$248	\$259	\$270

*\*Projected increases are for purposes of illustration only - rates will be increased based on individual premium increase and formulas*

Second Tier		\$39,000 - \$65,999	\$39,000 - \$65,999	\$39,000 - \$65,999	\$39,000 - \$65,999
		Jan. 1, 2012			
		Current Rate	*If Premium Increase is less than 10% - increase to maximum shall be 10%. This formula is applied plan by plan.	*If Premium Increase is between 10% and 15% - increase to maximum shall be 15%. This increase is applied plan by plan.	*If Premium Increase is greater than 15% increase to maximum shall be 20%. This increase is applied plan by plan.
HUMANA	SINGLE	\$66	\$73	\$76	\$79
	EE + 1	\$157	\$173	\$181	\$188
	FAMILY	\$189	\$208	\$217	\$227
HMO IL	SINGLE	\$58	\$64	\$67	\$70
	EE + 1	\$128	\$141	\$147	\$154
	FAMILY	\$159	\$175	\$183	\$191
UCHP	SINGLE	\$62	\$68	\$71	\$74
	EE + 1	\$132	\$145	\$152	\$158
	FAMILY	\$162	\$178	\$186	\$194
MAROON	SINGLE	\$134	\$147	\$154	\$161
	DOUBLE	\$239	\$263	\$275	\$287
	FAMILY	\$307	\$338	\$353	\$368

This same formula will be repeated in determining the premiums for January 1, 2013, January 1, 2014 and January 1, 2015

APPENDIX C



March 12, 2012

Mr. Remzi Jaos  
Local 73  
Service Employees International Union,  
CTW/CLC

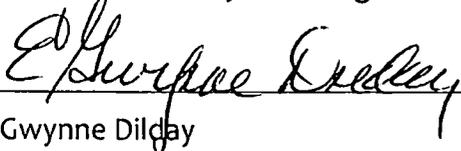
**RENEWAL- LETTER OF AGREEMENT  
RE: STAFF AND FACULTY ASSISTANCE PROGRAM**

The University and the Union agree that misconduct by an employee because of an alcohol or drug related problem will not be condoned.

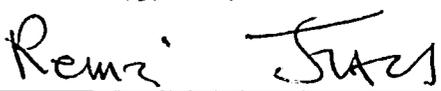
In furtherance of these objectives it is agreed that an employee reporting for or carrying on work while physically impaired from use of intoxicants is reason for the University to institute corrective action procedures. The parties further agree that supervision should encourage employees who seek assistance in dealing with an alcohol or drug problem to use the University Employee Assistance Program for counseling and for referral to substance abuse program.

The University and the Union agree to hold labor-management meetings regarding this subject in accordance with Section 14.5 of the agreement.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

APPENDIX D



March 12, 2012

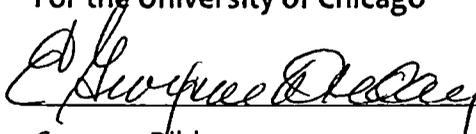
Mr. Remzi Jaos  
Local 73  
Service Employees International Union;  
CTW/CLC

**RENEWAL -LETTER OF UNDERSTANDING  
RE: JURISDICTION/JOB TITLES**

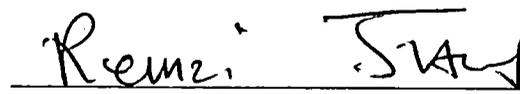
During negotiations for the collective bargaining agreement effective August 27, 1995 and for the agreement effective August 22, 1999, the parties discussed the elimination of certain job titles previously in the Agreement. The parties agreed that if the University reinstates positions for which recognition by this Union has been previously established, (see attached listing) said positions will continue to be work performed under the jurisdiction of Local 73 Service Employees International Union and be recognized by the University as same.

Disputes concerning jurisdiction over these positions shall be subject to the grievance procedure as outlined in Article 8 of the Agreement.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

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

## APPENDIX D (Attachment)

Job Titles no longer used (beginning with 1955 Agreement w/University of Chicago Council – American Federation of Labor through existing Local 73, S.E.I.U Agreement)

Assistant Gardener – later renamed to Gardener II  
Building Mechanic – I-House  
Conveyer Operator (Utility Plant)  
Custodian I, II, III (now Custodian)  
\*Driver/Messenger – Woodlawn Maternal & Child Health Center  
\*Electrician – in contract from 1959 thru 1980  
Equipment Mechanic  
Garbage Truck Driver  
Garbage Truck Driver Helper  
Gardener – later renamed to Gardener III  
Grounds Laborer  
Grounds Mechanic  
Groundsman – later renamed to Gardener I  
Helper – proposing renaming to Ass't. Building Engineer for '99 contract  
\*Hospitals Store Attendants – later renamed to Hospitals Materials Handlers (currently in Hospitals)  
Incinerator Attendants  
Instrument Engineer (Utility Plant) later renamed to Water Treatment Mechanic  
Janitor – later renamed to Custodian I, II, or III  
Laborer (Utility Plant) later renamed to Maintenance Laborer  
Mason  
Matrons  
Meter Man (Utility Plant) later renamed to Meter Mechanic  
Millright (Utility Plant)  
Oiler (Utility Plant) – later renamed to Operating Engineer Ass't. (in current Agreement)  
Painter  
Paper Pickers  
Pipecoverer  
Plasterer  
Receiving Attendant – I-house  
Refrigeration Plant Operator  
Roofer  
Sheetmetal Worker  
\*Stockroom Attendants – Purchasing Department  
\*Storeroom Attendants – Distribution & Warehousing – later renamed to General Stockroom  
\*Supply Attendants – Medical Section  
Tree Trimmer  
Truck Driver  
Truck Driver Helper  
Trucking Laborer  
Upholster/Refinisher  
Upholsterer  
Wall Washers  
Water Treatment Mechanic  
Window Washers

This list has been appended to the current Letter of Agreement – Jurisdiction/Job Titles, except for those titles with (\*). These (\*) positions are currently represented by other collective bargaining agreements or they were assigned to departments or units that no longer exist.

APPENDIX E



March 12, 2012

Mr. Remzi Jaos  
Local 73 Service Employees International Union,  
CTW/CLC

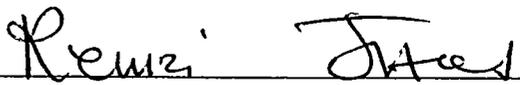
**RENEWAL - LETTER OF AGREEMENT  
RE: HEALTH CARE RATES**

During the life of the Agreement, in the event that the University and another Union negotiate more favorable health care rates and/or plan(s), the Union will have an option to replace the existing health care plan(s) by adopting the entire plan(s) covering the other Union's employees.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

APPENDIX F



March 2, 2012

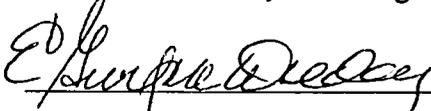
Mr. Remzi Jaos  
Local 73 Service Employees International Union, CTW/CLC

**LETTER OF UNDERSTANDING – COUNCIL PRESIDENT**

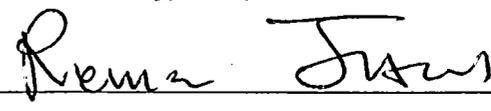
During negotiations for the renewal of our Agreement, expiring August 31, 2003, the parties had full opportunity to discuss the role of Council President. The parties agree that the role of Council President shall be continued throughout the term of this Agreement. Such role will entail relieving the Council President for up to sixteen hours per week to assist in handling investigations and grievances and to conduct other union-related business, including liaison activities between labor and management. It is further agreed that the number of stewards will remain at five (5), covering the areas of the Engineering Shops; the Utility Plant; ATS, RH&C, and the Service Crew.

If it becomes necessary, the parties agree to discuss any issue regarding this letter of understanding through the contractual provision outlined for labor/management meetings.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

APPENDIX G



March 2, 2012

Mr. Remzi Jaos  
Local 73 Service Employees International Union  
CTW/CLC

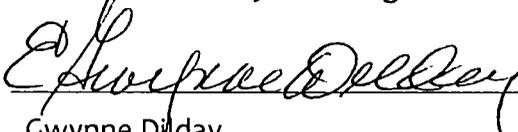
**RENEWAL - LETTER OF AGREEMENT - COPE DEDUCTION**

The University of Chicago agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from who such deductions have been made and the amount deducted for each employee.

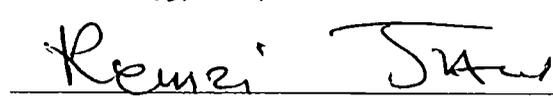
The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year.

It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

APPENDIX H



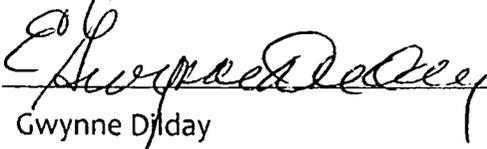
March 12, 2012

Mr. Remzi Jaos  
Local 73 Service Employees International Union  
CTW/CLC

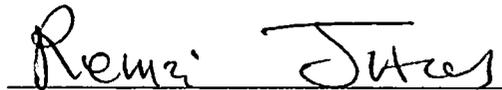
**LETTER OF AGREEMENT – VSP VISION CARE**

During negotiations for the 2011-2015 collective bargaining agreement, the University agreed to make available to bargaining unit employees insurance coverage for safety glasses under the VSP “Pro Tec Safety” Program. Under this Program, employees who choose this coverage will pay \$1.50 per month (\$18.00 per year) (subject to increase by VSP). The University does not contribute to the cost of this coverage.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dilday

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

APPENDIX I



March 12, 2012

Mr. Remzi Jaos  
Local 73 Service Employees International Union  
CTW/CLC

**LETTER OF AGREEMENT – CONTINUED INTEGRATION OF RESIDENTIAL PROPERTIES (RP) INTO FACILITIES SERVICES**

1. This Letter of Agreement (LOA) replaces the Memorandum of Agreement (MOA) entered into between the University of Chicago (University) and Service Employees International Union Local 73 (Union) on April 21, 2009, reflecting the terms on which the parties agreed to integrate certain employees of the University’s Real Estate Operations (REO) into Facilities Services (FS).
2. This LOA sets forth the terms which will govern the continued integration of the former REO employees into FS.
3. The parties agree that for the duration of the 2011-2015 Collective Bargaining Agreement (CBA), the Building Trades Occupational Group will include the following job classifications:

**Occupational Group: Building Trades**

2461-06	Carpenter Foreman
2461-03	Carpenter
2521-06	Locksmith Foreman
2521-03	Locksmith
2470-06	Decorator Foreman
2470-03	Decorator
2466-06	Structural Mechanic Foreman
2466-03	Structural Mechanic
2466-03	Motor/Equipment Mechanic
2462-03	Plumber
2471-01	Helper I
2471-02	Helper II

## APPENDIX I, Continued

4. Notwithstanding the historical difference between carpenters located at ATS and those located at the Residential Properties (RP) Shop in work type and assignments, it is the University's intention that all carpenters engage in tasks reflecting the broader work scope as currently applied in RP to the extent that individual skills allow.
5. Employees in the above-listed classifications, within the RP and other shops, may be interchangeably assigned repair, maintenance and renovation tasks in off-campus apartments and/or in on-campus properties, as needed.
6. Regardless of location of work, the scope of work performed by Building Trades (BT) employees (including RP shop staff) will be determined by the University's operational needs and the individual skills, abilities and experience of the employee assigned to do the work. In making assignments, the University will attempt to assign the employee most suited for the assignment.

### NOTES REGARDING THE HELPER 1 AND HELPER 2 POSITIONS

7. When a position becomes available, a Helper 1 or 2 may be given first consideration, presuming they possess the necessary skill set and certifications (if required).
8. Helper 1 employees will receive 2.8% increases after 12 months; after 24 months; after 36 months (commensurate with service crew laborer employees in Landscape Services).
9. After 48 months, Helper 1 employees will transition to the Helper 2 classification.
10. For future hires, the beginning Helper 2 pay rate will be 21.00 per hour.
11. Helper 2 employees will receive 2.8% increases after 12 months; after 24 months; after 36 months.
12. Refer to Article 18 (Transfers) when Helper 1 or 2 is assigned to a carpenter or other classification 100% of the time for more than one contiguous day.

### NOTE REGARDING VEHICLE ALLOWANCES

13. The vehicle allowance will be increased by \$0.35 per hour in years 1 and 2 of the 2011-2015 CBA; and will be increased an additional \$0.20 annually after that until the phasing out of the vehicle allowance over the life of the 2011-2015 CBA is completed. The increases to vehicle allowances will take effect on the same date as general wage increases. The parties agree to meet and confer in the future regarding the phase-out of vehicle allowances and parking permits for current RP employees. This meeting will occur on or before September 2012.

**NOTES REGARDING UNIFORMS**

- 14. RP Shop employees will be provided with seven uniforms and safety shoe reimbursement for one pair of safety shoes.
- 15. RP employees will be provided with outdoor gear equal to the outdoor gear provided to grounds shop employees including one of each of the following every two years: Carhartt bib and jacket; raingear; hooded sweatshirts.

**APPENDIX I, Continued**

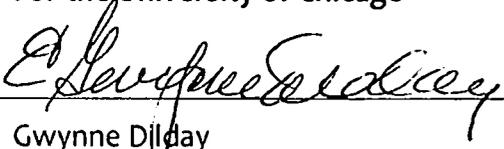
**NOTE REGARDING TOOL ALLOWANCE**

- 16. The University will eliminate the tool allowance and provide tools to all RP employees by September 2012.

**NOTE REGARDING ON CALL PREMIUM PAY**

- 17. The University currently does not designate RP employees as “on call” and has no intention to do so.

For the University of Chicago

  
\_\_\_\_\_  
Gwynne Dillard

For Local 73, SEIU, CTW.CLC

  
\_\_\_\_\_  
Remzi Jaos

July 24, 2012

**Labor Relations**  
6054 S. Drexel, 2<sup>nd</sup> Floor  
Chicago, IL 60637

Mr. Remzi Jaos  
Local 73  
Service Employees International Union

**LETTER OF AGREEMENT**  
**Re: CORRECTION TO ARTICLE 27**

The University and the Union agree that Article 27 of the Agreement between SEIU Local 73 and the University of Chicago as signed on March 12, 2012 is incorrect. The parties herewith agree the language inserted below is an accurate reflection of the Tentative Agreement reached between the parties on January 5, 2012.

As such, a copy of this Letter of Agreement shall be included as part of the Collective Bargaining Agreement, and Article 27 shall be changed to read as follows:

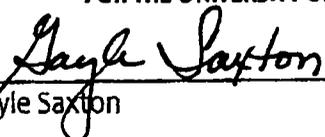
**ARTICLE 27 - MISCELLANEOUS**

**Section 27.1 - Communications.** Whenever it shall be necessary or desirable for either party to serve any notice upon the other, except that provided for in Article 29, such notice shall be served in person or sent by registered United States mail, postage prepaid, addressed to The University of Chicago, Attention: Director of Labor Relations, Human Resource Services, 6054 South Drexel Avenue, Chicago, Illinois 60637, and to the Service Employees International Union Local No. 73, 300 South Ashland Avenue, Suite 400, Chicago, Illinois 60607, and to the President of the Council or his/her designate at such addresses as shall be furnished in writing to the University. All time limits for response by the parties provided for in this Agreement except under Article 29 and except for grievance filings and responses shall commence from the latest date of receipt or notice by registered mail by one of the parties to be notified.

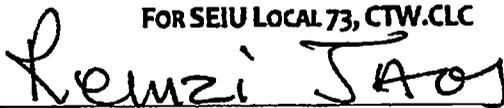
**Section 27.2. - Letters of Agreement.** This Agreement and its Appendices constitutes the entire Agreement between the parties and cancels all previous commitments or Agreements, oral or written, between them except for the Letters of Agreement/Understanding as follows:

Staff and Faculty Assistance Program  
Jurisdiction/Job Titles  
Health Care  
Role of Council President  
COPE Deductions  
VSP Vision Care  
Continued Integration of Residential Properties (RP) Into Facilities Services  
Correction to Article 27

FOR THE UNIVERSITY OF CHICAGO

  
Gayle Saxton 7.25.2012  
date

FOR SEIU LOCAL 73, CTW.CLC

  
Remzi Jaos 7-26-12  
date

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