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THE UNIVERSITY OF  
CHICAGO

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## AGREEMENT

Between

**THE UNIVERSITY OF CHICAGO**

and

**THE HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE,  
WAREHOUSE AND MAIL ORDER EMPLOYEES UNION**

**LOCAL 743**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA**

March 1, 2004

Through

February 28, 2007



68 pages

**This Agreement covers the Clerical and Service/Maintenance Employees of the University of Chicago.**

**(C) Indicates that the Section applies only to Clerical employees.**

**(S/M) Indicates that the Section applies only to Service/Maintenance employees.**

**Sections without an indicator apply to both groups of employees.**

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## AGREEMENT

THIS AGREEMENT is made this 18th day of February, 2005, by and between THE UNIVERSITY OF CHICAGO, a corporation not for pecuniary profit, organized under the laws of the State of Illinois and located in Chicago, Illinois (hereinafter referred to as the "University"); and the HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE, WAREHOUSE AND MAIL ORDER EMPLOYEES UNION, LOCAL 743, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

### ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the University and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. 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 employee wages, hours, and working conditions.

### ARTICLE 2 - RECOGNITION

Section 2.1. The University recognizes the Union as the exclusive bargaining agency for all of its hourly paid clerical employees working at its facilities located in the Chicago metropolitan region including the surrounding counties, all hourly paid employees of the University of Chicago Press Warehouse, and all regular service/maintenance employees who are employed in job categories and departments listed below, excluding all student employees, employees working less than 20 hours per week, salaried employees including administrative assistants who are on the exempt payroll, all employees represented by labor organizations and covered by other collective bargaining agreements, temporary employees, confidential employees, professional employees, guards and supervisors as defined by the National Labor Relations Act. For purposes of this Section, "student employees" are defined as all persons whose names appear on the Registrar's list of registered students of The University of Chicago except those persons on that list who are employees of the University and who are participating in the Tuition Remission Program. The University will provide the Union each quarter with a list of registered students and, upon request, with a list of clerical employees classified as confidential; provided, that the University shall not be compelled to furnish more than four (4) of such lists per year. The University will provide the Union with a list of new hires by department and job classification on a monthly basis.

The service/maintenance employees are in job categories and departments as follows:

1. Housekeeping employees in the Residence Halls and Commons Department;
2. Housekeeping and Food Services employees in the Orthogenic School;
3. Housekeeping and Food Services employees in Ida Noyes Student Clubhouse;
4. Locker Room Attendants in the Laboratory School;
5. Housekeeping and Food Services employees in the International House;
6. Laboratory Assistants in the Biological Sciences Division.



Section 2.2. The term "employees" and "bargaining unit" when used in this Agreement shall mean the individuals for whom the Union is recognized as the bargaining agency in accordance with the provisions of Section 2.1.

Section 2.3. The parties recognize that persons outside the bargaining unit have historically performed clerical work similar to that performed by bargaining unit employees and that it is not the intent of this Agreement to eliminate or curtail such practices. The University intends that supervisory personnel shall act in a supervisory capacity and shall not regularly perform the work of bargaining unit employees except as may be necessary due to the unexpected absence of employees or in emergencies. The University will not create new clerical positions outside the bargaining unit for the purpose of eroding the bargaining unit. In the event that any clerical positions currently covered by this Agreement are relocated to a University facility in the Chicago area, the University shall continue to recognize the Union as bargaining representative for the clerical employees occupying such positions. For the purpose of preserving work and job opportunities for clerical employees covered by this Agreement, the University shall not transfer existing or hereafter assigned clerical job duties out of the bargaining unit with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

Section 2.4: Temporary employees shall not be engaged to perform clerical duties for more than six (6) consecutive months. Temporary employees shall not be engaged to perform service/maintenance duties for more than one-hundred-twenty days (120), except in the case of students. Any temporary employee who becomes classified as a regular and who has not had a break in service (lay-off only) of seven (7) calendar days will be granted sick leave, personal holidays, and vacation accruals beginning with the last date of continuous employment. In the event of a break in service (lay-off only) of seven (7) or more days, accruals and seniority will be retroactive to the last such break. Credit for temporary service under these conditions will not count toward eligibility for other employee benefit programs.

Temporary employees who become classified as regular employees prior to a break in service as defined above shall be considered probationary employees within the meaning of Section 6.2 until they have been employed as regular employees for ninety (90) calendar days; provided that if such temporary employee becomes a regular employee on a job in the same department to which the employee was assigned as a temporary employee, the probationary period shall be ninety (90) calendar days less the number of calendar days already worked by the temporary employee within that department; provided, further, that in the case of clerical employees the probationary period shall be shortened only by the number of calendar days by which the employee had been assigned to a temporary job reporting to the same immediate supervisor. Whenever a temporary employee becomes a regular employee, management may elect to extend the employee's probationary period for an additional thirty (30) days, in accordance with the procedure outlined in Article 6, Section 6.2 of this Agreement. Upon successful completion of their probationary periods, such employees shall be credited with seniority dating from their last date of hire as temporary employees of the University. The University will furnish to the Union, by the 15th of the following month, a monthly listing showing persons hired as temporary employees and a monthly listing showing temporary employees who were reassigned to regular employment status in bargaining unit positions.

Section 2.5. (S/M) Regular service/maintenance employees who are temporarily assigned to full-time supervisory positions shall obtain a withdrawal card from the Union. If not returned to a position in the bargaining unit within one (1) year, their seniority in the bargaining unit will be lost. Such service/maintenance employees shall receive fifty cents (50¢) per hour above their current hourly rate of pay for each hour spent performing assigned supervisory work for the first three (3) months; after three (3) months the rate will be seventy-five cents (75¢) per hour above their current hourly rate of pay.

Section 2.6. "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.

### ARTICLE 3 - UNION SECURITY

Section 3.1. Effective with the thirty-first (31st) day following execution of this Agreement or the thirty-first (31st) day following initial date of employment under this Agreement, whichever is later, all employees shall, as a condition of continued employment, either

- (a) become members of the Union and maintain their membership in good standing, which requirement shall be satisfied by the tender of initiation fee and monthly dues uniformly required for employees to acquire and retain membership in the Union; or
- (b) in the case of newly hired and reassigned employees, tender a monthly agency fee to the Union, in an amount prescribed by the Union which shall not exceed the amount of initiation fee and monthly dues uniformly required for employees to acquire and retain membership in the Union.

Section 3.2. On receipt of written authorization from any employee, the University agrees to deduct from his or her pay, Union initiation fees and dues or agency fees in amounts designated from time to time by the Union in writing. Such authorization, to be effective, shall conform with the provisions of Section 302, National Labor Relations Act as amended.

Section 3.3. Payroll deductions shall begin during the first pay period following receipt by the University of the written deduction authorization and shall be made according to a schedule of deductions mutually agreed to by the Union and the University and consistent with payroll deductions made by the University for other purposes.

Section 3.4. The University will reserve a meeting room for a period of no more than one (1) hour for the purpose of orienting new clerical/service employees to the Union. The Union will provide the University with a list of stewards (selected on a rotating basis) who will be conducting such orientation sessions. No steward will be released from his or her regular duties for a period exceeding two (2) hours.

Section 3.5. The Union shall indemnify, defend, and hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purposes of complying with the provisions of this Article.

### ARTICLE 4 - 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 or applicant because of race, color, national origin, religious or political belief, sex, marital status, parental status, ancestry, source of income, age, disability, sexual orientation, gender identity, military discharge or veteran status, or Union membership or lack thereof, and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from sexual harassment.

## ARTICLE 5 - MANAGEMENT RIGHTS

All rights of management are retained by the University except to the extent that this Agreement limits such rights. Such rights include, but are not limited to, the right to manage the business of the University; to determine standards of instruction, research, patient care, and all other University activities; to develop and use new methods, procedures, and equipment and to train employees in such use; to direct the working force; to determine schedules and nature of work to be performed by employees and methods, procedures, and equipment to be utilized by employees in the performance of their work; to eliminate, consolidate, and introduce classifications, operating units, and departments; to achieve the highest level of employee performance and production consistent with safety and good health; to make, change, and enforce reasonable rules of conduct; to hire, lay off, promote, transfer, discipline, or discharge employees for just cause; and to utilize all employees wherever and however necessary in cases of emergency or in the interest of patient care or the efficient operation of the University; provided, however, that the rights enumerated or implied herein shall not be exercised in a manner inconsistent with or contrary to the provisions of this Agreement.

## ARTICLE 6 - SENIORITY

Section 6.1. For the purposes of this Article, "seniority" is defined as a bargaining unit employee's total length of continuous service within the bargaining unit, except that employees transferring into the bargaining unit who have previously held bargaining unit positions shall be credited with all time worked in such positions, provided there has been no break in University employment. In the event non-bargaining unit positions are reclassified into bargaining unit positions, the University shall have the right to assign the then present occupants to such reclassified positions. In such case, the occupants of reclassified confidential clerical positions shall be credited with seniority dating from their most recent date of hire, and occupants of other reclassified non-bargaining unit positions shall be credited with seniority dating from the date their jobs were reclassified.

Section 6.2. New employees shall be considered probationary and shall have no seniority until they have been employed by the University for ninety (90) calendar days. It is the intent of the University to train and orient a new employee and to apprise the employee of his or her progress during the probationary period. The probationary period may be extended by mutual agreement, in writing, between the University and the probationary employee, and a copy of said agreement shall be furnished to the Union. During their probationary period, employees may be laid off or terminated at the sole discretion of the University, provided, however, that such discretion shall not be exercised arbitrarily or in violation of Article 4 of this Agreement. The Union may present grievances on behalf of employees in their probationary period, but such grievances may not be submitted to arbitration as provided for in Article 7 of this Agreement.

Section 6.3. In effectuating reductions in force and in filling permanent vacancies within the bargaining unit, the following factors shall be considered:

- (a) ability and qualifications to satisfactorily perform the work; and
- b) seniority.

Where two or more employees have equal ability and equal qualifications to perform a particular job, seniority shall be the controlling factor; provided, however, that placement and/or retention of employees classified as Secretaries and, where applicable, others performing substantial secretarial duties for academic personnel of the University shall be subject to the discretion of departmental supervision;

provided, further, that such discretion shall not be exercised arbitrarily or in violation of Article 4 of this Agreement. For purposes of this Section 6.3, "academic personnel of the University" shall be deemed to include all persons defined in the University Statutes as members of the University faculties and other academic personnel, as well as faculty members emeriti, lecturers, deans, assistant deans, directors of institutes and academic programs, and those holding academic positions in the Laboratory Schools.

Employees will be required to take any and all tests which relate to their ability to perform the duties of positions for which they wish to be considered; however, employees will not be required to take tests which are unrelated to their ability to perform the duties of such positions.

Section 6.4: In the event of a reduction in force of any staff, including employees occupying discretionary positions, the following options shall be available to the affected employee:

- Option 1 - The employee who is displaced shall have the right to take immediate layoff, and bid for positions for a period equal to his/her seniority, not to exceed two (2) years after the effective date of the layoff.
- Option 2 - The employee who is displaced may opt to bid and be given preference for vacant positions which he or she is qualified to perform in the same salary grade in the same occupational group (as listed in (Appendices G and I), with preference to any such vacancies within the same department. (See Appendix M, Placement Services for Laid-Off Employees). Nothing in this Option 2 shall prohibit the laid off employee from bidding for positions outside of his/her previously held classification.

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*If, within a period of sixty (60) calendar days from the date of layoff, the laid off employee does not secure a vacant position under this Option 2, s/he may utilize the right to displace the least senior employee occupying a position in the same salary grade in the same occupational group, provided the laid off employee is qualified to perform the duties of the position held by the individual s/he seeks to displace. It is understood that nothing shall prevent the employee from exercising bumping rights prior to the maximum timeframe of sixty (60) calendar days, should it be determined sooner that there are no available vacancies in the same salary grade and occupational group.*

If the laid off employee is unable to displace a least senior employee as described above, s/he will be subject to the terms of Option 1.

- Option 3 - The employee who is displaced may, within sixty (60) days of his/her layoff date, elect to receive a service-based severance payment in lieu of the procedures described in Options 1 or 2, provided they have completed five (5) years of service. Eligible employees who elect to receive a severance shall be eligible for a lump-sum payment equal to two (2) weeks of pay for every year of service, with a maximum payment of forty (40) weeks. Such employees shall be ineligible to bid for vacancies and may make application to the University only after the time period for which they receive severance payment has lapsed. In the event the laid off employee is rehired by the University after the period of ineligibility, such employee's seniority date shall commence on the first day of continuous service in the new position.

Under this Option 3, laid off employees will be permitted to continue their current health insurance at their current premium rate for up to four (4) months beyond their layoff date.

The parties agree that employees should be oriented, trained, and apprised of their progress and shortcomings on their new jobs in the period immediately following acceptance. If, at any time within ninety (90) calendar days it has been determined that the employee is not satisfactorily performing the work, such employee shall be released, and will be subject to one of the following provisions:

- Employees with ten (10) or more years of service will be given four (4) months from the date of release to apply for other positions; during the first thirty (30) days of this period, the employee may opt for the severance payment as outlined in Option 3 of this Section 6.4.
- Employees with five (5) years of service, but less than ten (10) years of service shall be given thirty (30) days from the date of release to either apply for other positions or to opt for the severance payment as outlined in Option 3 of this Section 6.4.
- Employees with less than five (5) years of service will be given thirty (30) days from the date of release to apply for other positions.

Laid-off employees who have completed five (5) years of service, and who are hired into another position may, within 30 calendar days following placement, choose to receive the severance payment in accordance with Option 3 above in lieu of continuing in the position which they accepted.

Laid-off employees who have not completed five (5) years of service, and who are hired into another position may, within thirty (30) calendar days following placement, elect to be placed on layoff status with bidding privileges for thirty (30) calendar days in lieu of continuing the position they accepted.

Employees who are displaced by a more senior employee shall be subject to the above layoff options and/or requirements, depending upon eligibility for same.

Employees shall receive at least two (2) weeks' advanced notice of lay-off, or they shall receive pay in lieu of such notice. Copies of lay-off notifications shall be simultaneously forwarded to the Union.

Section 6.5 (S/M) Permanent full-time service/maintenance employees shall not be displaced by employees affected by regular seasonal lay-off.

Section 6.6 Notice of permanent vacancies (other than reclassified bargaining unit positions created pursuant to Section 6.1) shall be posted for a period of at least seven (7) days. Such notice shall identify the vacant job by a special ID number, the department in which it is located, requisite skills, scheduled hours, salary range, and the date the job will be removed posting. Non-probationary employees (including eligible laid off employees) desiring to fill posted vacancies may submit completed resumes 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.

The University shall award positions to bargaining unit applicants who have the ability and qualifications to perform the work, in the following order:

- (a) employees working in the same department in which the vacancy is located, subject to the conditions set forth in Section 6.3.
- (b) employees who have been working for at least six (6) months in a position in a lower salary grade outside the department in which the vacancy is located and employees who have been working for at least six (6) months in positions of equal or higher salary grades outside the department in which the vacancy is located, subject to the conditions set forth in section 6.3, provided that the six (6) month limit shall not apply to employees working in other

departments owing to displacement caused by a reduction in force.

- (c) eligible Hospital employees as provided in the Letter of Agreement for UCHC employees.

All bargaining unit applicants shall receive notification at the time they register their interest for a position, confirming receipt of the employee's application. The hiring department will issue written notification to each bargaining unit applicant who is interviewed, identifying the reason(s) the employee was not selected to fill the position. Nothing contained in this Section shall prevent the University from temporarily filling posted vacancies while it is determining whether there are bargaining unit applicants with the ability and qualifications to satisfactorily perform the work, or until a successful applicant can be reassigned.

If there are no qualified bargaining unit applicants, nothing contained in this Section shall be construed as requiring the University to fill a vacancy with an employee who is not qualified to perform the available work satisfactorily; nor shall the University be precluded from offering such vacancy to an employee who did not apply therefor or from hiring new employees to fill such vacancy in the event there are no qualified employees.

In the absence of a sufficient number of qualified volunteers, movement of employees within a department and job classification from one shift to another in order to assure adequate staffing shall be done in inverse order of seniority, subject to the considerations set forth in Section 6.8.

In the event the University implements a promotional credentialing program during the length of this Agreement, eligibility to bid on vacant positions located outside the employee's department will be contingent upon an employee's participation in said program and being approved for promotional opportunities. Such promotional approval would be obtained by fulfilling the requirements established for the credentialing program as agreed to by the parties. Said program will be administered by Human Resources.

Section 6.7. (S/M) Service/maintenance employees having the ability and fitness to satisfactorily perform the work may utilize their seniority to bid for lateral transfer to vacant positions within their units/departments in situations as follows:

1. For a shift change to or from a day, evening, or night position, or one which includes a weekend schedule. (Reassignment of employees to other shifts by management shall be by reverse order of seniority).
2. For an increase or decrease in their scheduled working hours.

Section 6.8. The parties agree that employees should be oriented, trained, and apprised of their progress and shortcomings on their new jobs during the period immediately following promotion, lateral transfer or selection as a result of placement. If, at any time within ninety (90) calendar days following promotion, lateral transfer or layoff selection, it is determined that an employee is not satisfactorily performing the work, such employee shall be reassigned to his or her original position. In the event the original position has been eliminated through a reduction in force, the employee shall be afforded the provisions in Section 6.4.

Employees may elect to return to their former positions within thirty (30) calendar days following promotion or lateral transfer.

Section 6.9. An employee's seniority and the employment relationship with the University shall terminate upon the occurrence of any of the following:

- (a) resignation or retirement;
- (b) discharge;

- (c) absence for three (3) consecutive workdays without notification to the University of the reason for the absence, or violation of departmental call-in procedures during such period;
- (d) failure to return to work from layoff as provided in 6.4 (Option 1) - after a period equal to the employee's accumulated seniority, not to exceed two (2) years;
- (e) failure to report for work at the termination of a leave of absence or vacation; or
- (f) employed while on a University-approved leave of absence.

Section 6.10. Any employee selected as an officer or delegate of the Union shall be allowed a maximum of one (1) year off without pay for the performance of such duties without loss of seniority rights. The Union shall provide a minimum of two (2) weeks' notice of any absence requested under this Section. The employee will be replaced to a comparable position in the same salary grade.

Section 6.11. The University agrees to submit quarterly seniority lists to the Union.

#### ARTICLE 7- GRIEVANCE PROCEDURE - ARBITRATION

Section 7.1. Grievances and arbitrations should be handled on a timely basis in accordance with the provisions of this section. Differences between the University and the Union or an employee with respect to interpretation of, application of, or compliance with this Agreement or with respect to corrective action taken against any employee, including the reasonableness of University rules of conduct or regulations under which corrective action may have been taken, shall be settled in the following manner:

- Step 1- The employee involved shall orally present the grievance to his or her immediate supervisor within eighteen (18) calendar days from the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. The employee may request the presence of the area steward during such discussion. The supervisor shall reply to the grievance in writing within seven (7) calendar days. Note: By mutual agreement, disciplinary meetings may be considered Step 1 grievances.
- Step 2- If the matter is not satisfactorily adjusted in Step 1, the employee and the area steward shall submit the grievance in writing to the department head (or his or her designated representative) on a standard grievance form signed by the employee. The written grievance shall contain a brief statement of the nature of the grievance, the contractual provision(s) alleged to be involved, and the relief sought. In order to be timely, the written grievance must be submitted in writing within seven (7) calendar days after the Step 1 answer or within twenty-five (25) calendar days from the date the employee or the Union first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance, whichever is earlier. Where mutually agreed, the grievance shall be taken up at a grievance meeting between the department head (or his or her designated representative) and the grievant, the steward, and/or a Business Agent of the Union. A written response to the grievance shall be given within fourteen (14) calendar days after it is submitted in writing.
- Step 3- If the matter is not satisfactorily adjusted in Step 2, or an answer is not given within the time specified, and the Union wishes to appeal, the written grievance previously submitted shall be forwarded by a Union staff representative (or designee) to the Director of Employee/Labor Relations (or his designated representative) by facsimile or in accordance

with Article 26, within seven (7) calendar days after the Step 2 answer. The grievance shall be promptly taken up in a meeting between the Union staff representative and the Director of Employee/Labor Relations (or his designated representative). The Director of Employee/Labor Relations (or his designated representative) shall reply to the grievance within twenty (20) calendar days of the 3<sup>rd</sup> Step meeting, or within sixty (60) calendar days after the grievance is submitted in writing at Step 3, whichever is sooner; provided that in all cases, the University will have a minimum of fourteen (14) calendar days from the 3<sup>rd</sup> Step meeting to reply.

Section 7.2. Except as provided in Section 7.3, grievances shall not be considered or processed unless they are presented in the first step of the grievance procedure within eighteen (18) calendar days from the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. Any grievance not appealed to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Any grievance not answered within the time limits as specified shall be moved to the next step. Written answers from University representatives at the second and third steps shall be forwarded to the Union Steward and to the Union office.

Section 7.3. Grievances involving the discharge, suspension, or lay-off of an employee must be initiated in writing in Step 2 within ten (10) calendar days. Unless grievances are so presented, the right to file a grievance shall be waived. A Union staff representative shall be present at any second step meetings regarding such grievances.

Section 7.4. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless by prior mutual agreement of the parties.

Section 7.5. Nothing in this Agreement shall require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

Section 7.6. A staff representative of the Union shall have reasonable access to University premises for the purpose of conferring before any grievance is reduced to writing.

Section 7.7. Employees shall have the right to inspect their personnel records at least twice in a calendar year at reasonable intervals. Appointments can be made for such review by written request to the University's Human Resources Management Records Office.

Section 7.8. In the event of a dispute over a work assignment the employee shall comply with the assignment and then utilize the grievance procedure provided in this Agreement to settle such dispute. Employees having advance notice may file grievances before doing the assignment.

Section 7.9. Upon obtaining approval from their supervisors (which approval shall not be unreasonably withheld) before leaving their work assignments or work areas, stewards selected by the Union will be permitted to discuss grievances with University representatives in the appropriate Steps of the grievance procedure during the stewards' normal working hours without loss of pay, provided that such discussions shall not take excessive periods of time.

Section 7.10. Time limits contained in the grievance procedure shall be strictly enforced, unless they are extended by mutual agreement. Additionally, steps contained in the grievance procedure may be waived by mutual agreement.

## ARTICLE 8 - NO STRIKE - NO LOCKOUT



Section 8.1. During the term of this Agreement or any extension thereof, the grievance machinery of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the University, whether relating to the application of this Agreement, economic matters, or otherwise. Accordingly, during the term of this Agreement or any extension thereof, neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with University functions or operations, regardless of the reason.

Section 8.2. Should any activity proscribed by Section 8.1 occur, the Union shall immediately

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the University in writing that such action has not been caused or sanctioned by the Union;
- (c) post notices on Union bulletin boards stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Section. The University shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Section, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration shall be whether the employee or employees participated in the action prohibited by this Section. If it is determined that an employee did so participate, the disciplinary action taken by the University may not be disturbed.

Section 8.3. The University agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

#### ARTICLE 9 - SICK LEAVE WITH PAY

Section 9.1. Employees shall be entitled to sick leave pay after six (6) months of service. However, sick leave time shall be accrued by each eligible employee from the date of hire.

Section 9.2. Effective March 7, 1999, employees hired on or after March 10, 1996, shall accrue at the rate of nine (9) days per year and employees hired prior to March 10, 1996, shall accrue at the rate of ten (10) days per year for each completed calendar month of service. Sick leave shall be credited monthly at the rate of one-twelfth (1/12) of the total annual hours of sick leave due the employee for each completed month of employment. No sick leave shall accrue for any month during which the employee is absent for more than one-half (1/2) of his or her standard working hours except where absence is due to paid vacation, paid holidays, paid funeral leave, jury duty, voting time off or paid sick 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 Disease Act.

Sick leave accrual balances for all employees hired on or after March 10, 1996, shall not exceed the equivalent of thirty-five (35) working days.

Section 9.3. Employees' sick leave allowances shall be applied only to absences necessitated by employee illness or injury, and the right is reserved by the University 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 utilization to submit

as proof of illness a certificate issued by a physician licensed to practice medicine. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

Full-time employees, eligible for use of sick leave with pay, may use accrued sick leave allowances for purposes of routine doctor's appointments. Employees utilizing sick leave allowances for such purposes must inform departmental supervision at the time the appointment is made. The University reserves the right to request proof that the time off was in fact used for the purpose requested. Failure to submit such proof upon request shall automatically disqualify such employees for sick leave allowance with pay and may result in further disciplinary action.

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

Section 9.4. Employees who have exhausted sick leave but who are eligible to use accrued vacation may, if they so desire, substitute such vacation credits for sick leave.

If employees are required by the University to leave their jobs to secure a medical examination, the time thus lost shall be counted as time worked and the cost of such examination shall be borne by the University.

Section 9.5. Absences resulting from industrial accidents or illnesses and compensated under the Workmen's Compensation or Occupational Diseases Acts of the State of Illinois shall not be charged against the employee's accrued sick leave except to the extent necessary to make up the difference between salary when so requested by the employee.

Section 9.6. Hours compensated as sick leave will not count as hours worked in the computation of overtime.

Section 9.7. Accrued unused sick leave shall lapse upon termination of employment, except as provided in Section 16.17 of this Agreement.

## ARTICLE 10 - AUTHORIZED UNIVERSITY HOLIDAYS

Section 10.1. (C) Subject to the eligibility requirements set forth hereinafter, clerical employees who do not work on authorized University holidays shall receive holiday pay equal to their basic straight-time hourly rate for their average regularly scheduled work day.

Section 10.2. (C) Except as provided herein, the authorized University holidays for clerical employees consist of eight (8) regular holidays and five (5) personal holidays. The eight (8) regular holidays are New Year's Day, Martin Luther King Day (effective 2006), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Whenever any of the regular holidays falls on Saturday, the preceding Friday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Saturdays. Whenever a holiday falls on Sunday, the following Monday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Sundays.

Section 10.3. (C) With the exception of the day following Thanksgiving, clerical employees who are required to work on a regular University holiday shall be compensated therefor at one and one-half (1 1/2) times their basic straight-time hourly rate; provided, that if a regular University holiday falls on an employee's regularly scheduled day off and the employee is required to work, such employee shall be compensated therefor at

two (2) times the basic straight-time hourly rate for the hours actually worked. In addition, employees required to work on regular University holidays shall be given equivalent time off, with pay, within thirty (30) days preceding or following such holiday, or pay in lieu thereof. Clerical employees required to work the day after Thanksgiving shall be given equivalent time off, with pay, within thirty (30) days preceding or following such holiday. For three-shift operational units and the Press Warehouse, the terms of this Section (10.3) shall be applicable for all regular holidays.

Section 10.4. (C) For purposes of this Article clerical employees whose work schedules overlap two (2) calendar days shall be regarded as working on a holiday if the majority of their scheduled hours fall on such holiday.

Section 10.5. (C) If a clerical employee is absent from work on the employee's scheduled working day preceding or following any authorized holiday, the employee shall not receive pay for such holiday unless the absence was previously authorized or is subsequently approved by the department head. A bona fide illness is excusable.

Section 10.6. (C) Holiday hours not worked but paid for pursuant to this Article on what would otherwise be a clerical employee's scheduled workday shall not be considered as time worked in computing overtime premium due for the workweek notwithstanding the provisions of Section 10.3.

Section 10.7. (C) In addition to the eight (8) regular University holidays, each clerical employee shall accrue two (2) personal holidays on January 1, and one (1) personal holiday on April 1, July 1, and September 1 of each calendar year. Clerical employees on lay-off or leave of absence on any of the foregoing dates shall not accrue the personal holiday for that date.

Personal holidays must be used within the calendar year of accrual. Personal holidays may be taken on days chosen by the employee, provided that at least one (1) week's notice has been given and provided that the employee's absence will not unduly hamper departmental operations.

If, due to emergency reasons, a department must ask a clerical employee to forego his or her scheduled personal holiday(s) within one (1) workweek of the scheduled day, the employee shall be paid time and one-half for hours worked on that day and the holiday shall be rescheduled. If the personal holiday cannot be rescheduled during the calendar year, the employee is entitled to an extra day's pay; hours thus paid for do not count as hours worked.

A clerical employee who has one (1) or more personal holidays accrued may, subject to department approval, use the day(s) as emergency day(s) of personal leave when circumstances justify such use. Employees wishing to make such use of the day(s) must notify the department as soon as possible and specify the reason for the request.

Clerical employees who have accrued personal holidays during their probationary periods shall not be eligible to use such holidays unless and until they have completed the probationary period.

It shall be each clerical employee's responsibility to request personal holidays each year, observing the rules of the department. Failure to use holidays shall not entitle an employee to "carry over" the holidays into the next calendar year or entitle the employee to extra payment in lieu of the holiday(s).

Clerical employees who have completed their probationary periods shall be compensated for unused personal holidays upon termination of employment within the calendar year in which such personal holidays were accrued.

Section 10.8. (S/M) A regular, full-time service/maintenance employee shall be paid for authorized

University holidays at his or her basic straight-time hourly rate for the number of hours usually worked on a regularly scheduled full workday.

A regular, part-time service/maintenance employee shall be paid for authorized University holidays at his or her basic straight-time hourly rate for the equivalent in hours of an average workday, to be determined by dividing the regularly scheduled workweek hours by five (5).

A service/maintenance employee who is engaged 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 actually worked per week. An employee on lay-off status or on leave of absence shall not be considered eligible for holiday pay.

Holiday pay will be paid when the majority of hours worked fall on the holiday.

Section 10.9. (S/M) The authorized University holidays for service/maintenance employees consist of eight (8) regular holidays, four (4) personal holidays and the employee's birthday. The eight (8) regular holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Whenever any of the regular holidays falls on Saturday, the preceding Friday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Saturdays. Whenever a holiday falls on Sunday, the following Monday shall be considered an authorized holiday for those classifications and operational units whose normal work schedules do not include Sundays.

Section 10.10. (S/M) If a service/maintenance employee's birthday falls on a holiday, the employee shall receive another day off with pay; if the employee's birthday falls during his or her vacation, a day off will be added at the beginning or ending of the vacation period; if the birthday is a scheduled day off, the employee has the option of an alternate paid day off or straight-time pay.

Section 10.11. (S/M) With the exception of the Friday following Thanksgiving, service/maintenance employees who are required to work on a regular University holiday or the employee's birthday, and the majority of hours worked fall on the holiday, he or she shall be compensated therefor at two and one-half (2 1/2) times his or her basic straight-time hourly rate. When the holiday falls on an employee's regularly scheduled day off and the employee is required to work, he or she shall be compensated therefor at three (3) times his or her basic straight-time hourly rate for three (3) hours or the hours actually worked, whichever is the greater. For three-shift operational units, the terms of this section (10.11) shall be applicable to all regular holidays.

Section 10.12. (S/M) If a service/maintenance employee is absent from work on a scheduled working day preceding or following any authorized holiday, the employee shall not receive pay for such holiday unless the absence was previously authorized or is subsequently approved by the department head. A bona fide illness is excusable.

Section 10.13. (S/M) For the thirteen (13) authorized University holidays on which payment is regularly allowed a service/maintenance employee at the straight-time hourly rate for the normal workday, such hours off work shall not be considered as time worked in computing overtime premium due for the workweek not withstanding the provisions of Section 10.11 (S/M).

Section 10.14. (S/M) In addition to the eight (8) regular University holidays and the employee's birthday, each service/maintenance employee who has completed the probationary period shall accrue personal holidays in each calendar year as follows:

1. On January 1 of any calendar year, the employee will accrue one (1) personal holiday.

2. On April 1 of any calendar year, the employee will accrue one (1) personal holiday.
3. On July 1 of any calendar year, the employee will accrue one (1) personal holiday.
4. On September 1 of any calendar year, the employee will accrue one (1) personal holiday.
5. In the event of extended leave of absence or other unpaid absence, the following reduction of personal holidays will be made:

Absence of six (6) months but less than ten (10) months, loss of one (1) personal holiday.

Absence of ten (10) months or more, loss of two (2) personal holidays.

A new service/maintenance employee who completes his or her probationary period prior to July 1 shall accrue one (1) personal holiday on July 1 and a second personal holiday on September 1. A new employee who completes his or her probationary period prior to September 1 shall receive one (1) personal holiday during the remainder of that year.

A service/maintenance employee desiring a certain day as a personal holiday shall notify his or her supervisor of the day(s) he or she desires by requesting the day(s) in writing, on a form provided by the University, at least ten (10) working days in advance of the desired day(s). The supervisor will indicate approval or rejection of the request within five (5) working days following receipt of the request. If the supervisor disapproves the request, the reason(s) for the disapproval shall be provided to the employee in writing. If the decision of the supervisor to disapprove the request for the personal holiday is arbitrary or capricious, the decision shall be subject to the grievance procedure.

A service/maintenance employee who has one (1) or more personal holidays accrued may, subject to department approval, use the day(s) as emergency day(s) of personal leave when circumstances justify such use. When an employee wishes to make such use of the day(s), he or she must notify the department as soon as possible and specify the reason for the request.

It shall be each service/maintenance employee's responsibility to request personal holidays each year, observing the rules of the department. Failure to use holidays shall not entitle an employee to "carry over" the holidays into the next calendar year or entitle the employee to extra payment in lieu of the holiday(s).

If, because of an emergency, a department must ask a service/maintenance employee to forego any of his or her scheduled personal holidays within one (1) workweek of the scheduled day, the employee shall be paid time and one-half (1 1/2) for hours worked on that day and the holiday shall be rescheduled. If the 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.

Service/maintenance employees who have accrued unused personal holidays shall be paid for such holidays at their straight-time hourly rate of pay if the employment is terminated for any reason.

#### ARTICLE 11 - VACATIONS WITH PAY

Section 11.1. Employees shall be entitled to vacation with pay after twelve (12) months of continuous service except as provided under Section 11.9 of this Article 11. However, employees may, with the approval of the department head, be advanced one week of vacation after six (6) months of service, provided it is understood that payment for vacation so taken may be deducted from the employee's pay if

employment terminates before the completion of twelve (12) months of employment.

Section 11.2. Annual vacation of eligible employees shall accrue monthly at the rate of one-twelfth (1/12) of the total annual hours of vacation due the employee for each completed month of employment provided that employees may not accrue more than one and one-half (1 1/2) times the total hours of an annual vacation. No vacation 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 vacation, paid holidays, paid funeral leave, jury duty, voting time off, or paid military leave. Vacation will 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.

Effective on the pay period date closest to the ratification of this Agreement all employees shall accrue vacation at the rate of three (3) standard workweeks per year for the first eight (8) years of continuous service. Upon completion of eight (8) years of service an additional standard workweek shall be added to an employee's vacation account, and 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 vacation shall accrue thereafter at the rate of five (5) standard workweeks per year. Authorized absences caused by illness or injury and leaves of absence shall not interrupt continuous service for purposes of computing the employee's years of service.

Section 11.3. Employees may receive vacation pay in advance by notice to their supervisor at least two (2) weeks prior to the beginning of their vacation... Advance vacation pay shall be in weekly increments only and shall be received on the last scheduled workday prior to vacation.

Section 11.4. Annual vacation 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 a full annual vacation except as provided in Section 11.8 of this Agreement.

Section 11.5. When timely employee vacation requests conflict, choice of vacation shall be given the employees in each department according to seniority.

Service/maintenance employees may exercise seniority for a single vacation request of one or more consecutive weeks per calendar year. Seniority may not be used to displace another service/maintenance employee from the vacation schedule once the schedule has been set.

Section 11.6. Each employee's vacation schedule will be established at least thirty (30) days in advance by the University, provided employees have submitted their preferences to their supervisor no less than forty-five (45) days before the beginning date of the requested vacation and subject to the provisions of Section 11.5 of this Article. After an employee's vacation period has been established, no change will be made with less than thirty (30) days' notice without the employee's consent except in case of emergency.

Employees who have accrued vacation credits may, subject to departmental approval, use vacation day(s) as emergency day(s) when circumstances justify such use. Employees wishing to make such use of the day(s) must notify the department as soon as possible and specify the reason for the request. Timeliness and frequency of request(s) may be factors in granting such request(s) for time off.

Section 11.7. Compensation during paid vacations shall be at the employee's basic straight-time hourly rate. Vacation taken during a workweek shall not be counted in computing overtime for hours for that workweek.

Section 11.8. The University may, in emergencies, request an employee to forego all or any part of

vacation, but in all such cases the University shall pay the employee the vacation allowance in addition to the standard compensation earned by working during said vacation period. After an employee's vacation has begun, the University will pay one and one-half (1 1/2) times the basic straight-time hourly rate for the hours worked, plus vacation pay (unless the vacation accrual is retained for later use). The University shall not request an employee to forego all or any part of vacation for two (2) successive years.

Section 11.9. An employee with less than twelve (12) months of service will not be eligible for payment of vacation credits. An eligible employee who resigns or is discharged shall be paid for accrued vacation credits, except when the employee is discharged for a serious offense as outlined in Article 23 or as required by State law.

Section 11.10. (C) University Departments may temporarily reduce or suspend operations at the end of any academic quarter, interim period, or where the seasonality of work necessitates reduction or suspension of operations. Affected clerical employees who are eligible to use vacations may be required to schedule up to ten (10) days of accrued vacation during a summer reduction or suspension of operations, provided their jobs are not filled by part-time, temporary, or student employees during such period.

Section 11.11. (S/M) In departments where it may be necessary to suspend certain operations because of holidays, interim periods, or vacations, service/maintenance employees involved may take twenty (20) hours of vacation for each forty (40) hours they would have regularly worked if the suspension of operations had not occurred. Departments planning such suspension of operations will notify the service/maintenance employees of the date of their anticipated suspension of operation by January 15. In no case will any service/maintenance employee be paid more vacation hours than have accrued immediately prior to the beginning of the suspension of operations period. If an employee has accrued vacation hours in excess of those used during the suspension period(s), he or she may schedule additional vacation hours in accordance with the provisions of this Article.

Section 11.12. Any employee who has used part or all of his or her accrued vacation hours may apply for excused unpaid time off during the year, and such applications will be approved if the department will not be unduly hampered by the absence of the employee at the requested time.

## ARTICLE 12 - OTHER ALLOWANCES

Section 12.1. Bereavement 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, sisters, brothers, spouses, children, or domestic partners as defined by University policy.

In the event of death of an employee's father-in-law or mother-in-law, or grandparent or grandchild, the employee will be allowed three (3) days off with straight-time pay for hours lost.

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

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

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 12.2. Jury Service. Employees who are summoned and report for jury service shall be excused from work for the days on which they serve as jurors and shall receive, for each such day of jury service on which they would otherwise have worked, their straight-time hourly rate for normally scheduled work hours. The employee retains the check issued by the court.

In order to receive payment, an employee must give the supervisor notice of the summons at the earliest practicable time. The provisions of this Section are not applicable to an employee who fails to cooperate in seeking to be excused from jury duty when the University deems seeking to be so excused is in order.

It is understood that employees who are called to serve as jurors but are temporarily excused from such service or are not required to serve as jurors on any of their regularly scheduled workdays, will report for work during scheduled working hours. An employee serving as a juror Monday through Friday will not be required to work the weekend.

If a day is recognized and paid as a holiday by the University but is not recognized by a court in which an employee is performing jury service, the employee will subsequently be granted another day off with pay at the employee's straight-time hourly rate to compensate for the loss of the holiday during jury service.

Section 12.3. Voting Time. All eligible employees whose working hours prevent them from voting shall be allowed to absent themselves from work for not more than two (2) hours in order to vote during national, state, or municipal elections provided they submit an oral or written statement as required by the supervisor to the effect that the time off will be used for voting purposes only. An employee to be eligible must show the current, valid voter's registration card to the supervisor and must arrange with the supervisor at least two (2) working days in advance for time off for voting. These employees will be paid for the time at their basic straight-time hourly rate.

Section 12.4. Election Officials. Upon at least forty-eight (48) hours' previous application and approval of the department head, employees who serve as judges, clerks, or official watchers at elections shall be granted time off without pay on days of national, state, or municipal elections.



Section 12.5. Leave of Absence. Employees covered by this Agreement shall have the right to make application for leaves of absence for justifiable reasons. Normally a leave of absence will not be granted during the first year of employment except for short duration in emergency circumstances. 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 leave of absence. Such a leave will begin after the exhaustion of accrued vacation time. 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. Responses to requests for leave of absence shall be provided to employees within fourteen (14) calendar days of receipt of the requests.

An employee on approved leave of absence will be terminated from employment if he or she fails to seek to return to work when the leave of absence expires, unless there is a compelling reason acceptable to the University. Falsification of leave of absence application shall be cause for disciplinary action, including discharge.

In the event the department was unable to hold an assignment when the leave of absence was approved, then the University, upon expiration of the leave of absence, will accept bids from said employee for a period of one hundred-eighty (180) days. Upon securing a position in a different department the employee shall be subject to the qualification period stated in Section 6.8.

The University will provide family leave as required by law.

Section 12.6. Military Reserve Training An employee who is in the reserve military service shall be allowed up to two (2) consecutive weeks' excused absence per year to participate in required military service training. An employee who has completed a year's service may elect to use his or her accrued vacation for such a leave and retain both his vacation and military pay, or he or she may take a paid military leave, in which case, he or she may turn over to the University the military base and longevity pay and receive regular straight-time pay for his scheduled work hours lost during the period of active duty training. Employees who must be absent for such service training must give their supervisors as much advance notice as possible. The employee reservist shall furnish his or her supervisor with a copy of the military orders. Any employee reservist whose training period extends beyond three (3) workweeks shall be placed on unpaid Leave of Absence for any time not covered by vacation, personal holiday time, or paid military leave.

Section 12.7. Temporary Seasonal Shutdown Stipend (TSSS).

The University will provide to eligible full-time employees a Temporary Summer Shutdown Stipend (TSSS) benefits program to provide income to laid-off employees during temporary shutdown periods of a section or department or for specific positions within a department that are designated as 9- or 10-month assignments.

Eligible employees must have completed their probationary periods with the University and shall not be receiving or applying for State Unemployment Insurance benefits. TSSS benefits shall be provided under conditions as follows:

1. Eligible employees, except the employees covered by the Letter of Understanding in this Agreement, shall exhaust their accrued vacation and personal holidays prior to receiving benefit payments under the TSSS benefits plan.
2. The TSSS benefit payments will be 65% of basic straight-time hourly earnings and will not be paid for more than a total of a twelve (12)-week period during suspended or reduced operation (generally from mid-June to mid-September).
3. While receiving the TSSS benefits, employees shall not accrue vacation, personal holidays, or sick leave, nor shall they be paid for any regular holidays, funeral leave, jury duty, voting

time, or military leave.

4. Employees shall not receive TSSS benefit payments covering any period for which they are receiving payments under the Worker's Compensation temporary disability benefits program, or any University disability plan.
5. Applying for or receiving State Unemployment Insurance benefits while receiving TSSS benefits payments will be cause for disciplinary action, including discharge.
6. Employees shall continue their regular staff benefits during the TSSS benefit period; the employee's share of costs will be deducted from the payments, and the University will continue to pay the employer's share.
7. Seniority shall continue to accumulate during the TSSS Benefit period.

Section 12.8. Uniforms. The University agrees to furnish, launder, and clean uniforms as may be reasonably required in the judgment of the University for the kind of work in which each employee is engaged. Pantsuits will be optional for women employees.

### ARTICLE 13 - SAFETY AND HEALTH

Section 13.1. The University will continue to make reasonable provisions for the safety and health of its employees during their hours of employment. The University and the Union shall mutually agree upon a list of employees from the bargaining unit who shall serve on the University Safety Committee.

Section 13.2. It is agreed that the University shall continue to maintain such safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during all working hours.

Employees who are injured on the job or suffer occupational injury or occupational illness will be entitled to prompt handling of their claims for referral to such outside insurance carriers utilized by the University for processing such claims.

Section 13.3. The University will continue to furnish protective clothing (for example, rubber gloves and rubber aprons) and/or equipment to the extent reasonably necessary to protect the employees' health and safety. Employees will wear and utilize such clothing and equipment as directed. Press employees shall be required to wear safety shoes when working in the warehouse. The University will pay up to \$65.00 annually toward the cost of safety shoes for Press employees regularly assigned to work in the warehouse. In the event it is determined by the University that such shoes should be worn by other employees during working hours, the terms of this section shall apply.

Section 13.4. Employees who, as of the date of this Agreement, are assigned to jobs which require continuous viewing of video display terminals shall be entitled to an eye examination provided by the University, and employees hereafter assigned to such jobs shall be entitled to such examinations at the time of their assignment. Hereafter, employees whose jobs require continuous viewing of video display terminals shall be entitled to additional eye examinations, provided by the University, after each year of such continuous viewing.

Employees who express an intent to purchase eye glasses in conjunction with the examination process will be issued a prescription. Such employees will be required to pay the additional cost necessary for the prescription.

If, during the term of this Agreement, the University requires the acquisition of new office equipment for use in conjunction with video display terminals, the University will consider the purchase of "ergonomic furniture", provided, however, cost considerations are equal.

Section 13.5. The University and the Union are committed to a drug-free workplace and recognize both alcohol and drug abuse as potential health, safety and security problems.

#### ARTICLE 14 - BULLETIN BOARDS

The University shall provide adequate bulletin boards to permit the Union to post notices of its meetings and other Union activities. No material or notices of a controversial nature shall be posted, nor shall any notices or bulletins be distributed at the time clocks until approval has been granted by the Director of Employee/Labor Relations or his designated representative.

#### ARTICLE 15 - SHORT TERM DISABILITY

The University agrees to provide Short-Term Disability coverage for all employees who have completed one year of service. Following is a general description of the benefits and conditions of this Plan:

1. Any eligible employee who is absent from work because of a non-work-connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence or at the completion of time covered by accrued sick leave, whichever is the longer period.
2. The benefit payment will be sixty percent (60%) of basic straight-time hourly earnings. Such benefits shall continue so long as the employee is disabled until the end of a thirteen (13) -week period that begins the first day of absence or until Long Term Disability benefits begin, whichever is later; but in no event shall such benefits be paid for more than twenty-six (26) weeks.

#### ARTICLE 16 - WAGES AND HOURS

##### Section 16.1. Clerical Employees Wages

##### 1. FIRST YEAR

Effective February 29, 2004, all clerical employees shall receive wage increases equal to three percent (3%) of their hourly wage rate in effect on February 28, 2004, in accordance with Schedule A of this Agreement.

Clerical employees hired on or after February 29, 2004, and whose rates do not exceed the hiring range maximum for their present grade, shall receive an increase equal to 1.5% of their hourly wage upon successful completion of their probationary period.

2. SECOND YEAR

Effective February 27, 2005, all clerical employees shall receive wage increases equal to three percent (3%) of their hourly wage rate in effect on February 26, 2005 in accordance with Schedule B of this Agreement.

Clerical employees hired on or after February 27, 2005, and whose rates do not exceed the hiring range maximum for their present grade, shall receive an increase equal to 1.5% of their hourly wage upon successful completion of their probationary period.

3. THIRD YEAR

Effective February 26, 2006, all clerical employees shall receive wage increases equal to three percent (3%) of their hourly wage rate in effect on February 25, 2006, in accordance with Schedule C of this Agreement.

Clerical employees hired on or after February 26, 2006, and whose rates do not exceed the hiring range maximum for their present grade, shall receive an increase equal to 1.5% of their hourly wage upon successful completion of their probationary period.

4. Throughout the term of this Agreement, non-probationary clerical employees who have not received documented corrective discipline within the past six (6) months may be eligible to receive bonus payments at the discretion of the University for exceptional achievement, exceptional service, contribution to budget savings or work on special projects. Bonuses may not be used by the University as an incentive toward reaching certain productivity goals, where employees are promised a reward when a special goal is reached.

5. Upon promotion to a position within a higher salary grade, clerical employees shall receive a rate within the higher salary grade in accordance with the following:

- (a) one grade promotion - an increase of seven percent (7%) above the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.
- (b) two grade promotion - an increase of eleven percent (11%) above the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.
- (c) three grade promotion - an increase of fifteen percent (15%) above the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.

6. Clerical employees moving to lower-rated positions because of bidding or reduction in force shall receive a rate within the lower salary grade in accordance with the following:

- (a) one grade lower - a decrease of seven percent (7%) below the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.
- (b) two grades lower - a decrease of eleven percent (11%) below the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.
- (c) three grades lower - a decrease of fifteen percent (15%) below the previous rate, not to exceed the Scale Maximum or fall below the Hiring Minimum.

7. If, as a result of bidding or reduction in force, a clerical employee is moved from a 40-hour workweek position to a 37.5-hour workweek position, such employee shall receive a three percent

(3%) increase above otherwise provided for under this Agreement, provided that the foregoing shall apply only to those employees whose seniority with the University is prior to July 15, 1984. No such increase shall place the employee's wage above the scale maximum.

#### Section 16.2 - Service/Maintenance Employee Wages

1. FIRST YEAR

Effective February 29, 2004, all service/maintenance employee wage rates will be increased by thirty-five cents (35¢) per hour as shown on Schedule D.

2. SECOND YEAR

Effective February 27, 2005, all service/maintenance employee wage rates will be increased by thirty-five cents (35¢) per hour as shown on Schedule E.

3. THIRD YEAR

Effective February 26, 2006, all service/maintenance employee wage rates will be increased by thirty-five cents (35¢) per hour as shown on Schedule F.

4. Service/maintenance employees may be advanced to Step 2 upon successful completion of their probationary period.

5. Absence due to on-the-job compensable injury shall not be used as a basis for delaying implementation of automatic step increases set forth in the wage schedules for service/maintenance employees.

6. Throughout the term of this Agreement, non-probationary service/maintenance employees who have not received documented corrective discipline within the past six (6) months may be eligible to receive bonus payments at the discretion of the University for exceptional achievement, exceptional service, contribution to budget savings or work on special projects. Bonuses may not be used by the University as an incentive toward reaching certain productivity goals, where employees are promised a reward when a special goal is reached.

7. Upon promotion to a position within a higher service grade, service/maintenance employees shall receive a rate within the higher service grade in accordance with the following:

(a) One grade promotion – an increase of fifteen cents (15¢) attained by the employee in the lower service grade, not to exceed the scale maximum.

(b) Two grade or more promotion - an increase of twenty-five cents (25¢) attained by the employee in the lower service grade not to exceed the scale maximum.

8. A service/maintenance employee moving to a lower service grade because of bidding or a reduction-in-force shall receive a wage reduction of fifteen cents (15¢), not to exceed the scale maximum or fall below the scale minimum of the applicable Wage Schedule.

Section 16.3. The provisions of this Article are intended 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 under this Agreement or paid more than once for the same hours worked.

Section 16.4.(C) Clerical employees working regularly scheduled shifts of not less than seven and one-half (7 1/2) hours shall be paid one and one-half (1 1/2) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked by direction of supervision prior to or following and in excess of their regularly scheduled shift.

University Departments may establish a flex-time schedule for employees who elect to change to such a schedule. Each workweek must stand alone for the purpose of determining overtime. Accruals for vacation, sick leave, holiday pay, and personal holidays are based on average scheduled workweek. While on the "flex-time" schedule, an employee may elect to supplement their holiday pay with vacation or personal holiday time in order to receive their regular bi-weekly pay. A copy of the employee's signed waiver of overtime rules shall be kept in the employee's personnel file.

Section 16.5. All employees shall be paid one and one-half (1 ½) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked as directed by supervision in excess of forty (40) in one workweek.

Section 16.6. For the purposes of computing overtime the workweek is defined as the seven (7) days beginning on Sunday and ending on the following Saturday.

Section 16.7. For purposes of this Agreement the first shift shall be designated as the one normally starting at 7:00 a.m., the second shift at 5:00 p.m., and the third shift at 12:00 midnight.

1. All employees covered by this Agreement when working during the second or third shift shall be paid sixty cents (60¢) per hour in addition to their basic straight-time hourly rate provided that the major portion of their regularly scheduled working hours falls between the hours of 5:00 p.m. and 7:00 a.m.
2. Employees permanently assigned to evening or night shifts shall be paid the applicable shift differential for paid holiday and vacation hours.
3. Employees whose work shifts begin on or after 12:00 midnight Saturday night and before 12:00 midnight Sunday night shall be paid sixty cents (60¢) per hour in addition to their regular straight-time hourly rates for hours worked in such shifts. Shift premium pay shall be in addition to any premium pay due employees pursuant to Section 16.4.(C) or 16.5.

Section 16.8. When overtime hours are required, the University shall give employees affected as much advance notice as is practicable.

Section 16.9. To the extent practicable, the University will equalize overtime opportunities among employees performing similar work within a department.

Section 16.10. Full-time employees shall be paid at one and one-half (1 ½) times their basic straight-time hourly rate for a minimum of four (4) hours or for the actual hours worked, whichever is greater, in the following cases:

- (1) Employees are called back by the University for emergency work after completing their regular workday.
- (2) Employees are required by the University to work on their scheduled day(s) off each week. Days off shall be scheduled at least five (5) days in advance except when employees request and agree to trade days off with the prior approval of their supervisor.

- (3) Employees are required to report for a new shift less than twelve (12) hours after the completion of a regular shift. If, however, an employee for his or her own convenience requests and receives approval to be so scheduled, the basic rate will be paid.

Section 16.11.

- A. New Hires - The University agrees that it will not hire inexperienced and untrained employees in a particular position at a rate beyond that paid to the lowest paid employee working in an identical position within the same department. If an experienced person is hired for a particular position, the hiring rate shall not be in excess of that paid an employee with equivalent relevant training and experience who is working in an identical position within the same department.
- B. Existing Employees – Where required by market conditions (i.e., the ability to attract or retain qualified employees), and/or in order to correct departmental pay inequities, the University may raise the pay rates of individual employees within a particular job classification.

If the University deems it necessary to make adjustments to pay rates for the reasons set forth in the preceding paragraph, it will promptly notify the Union and engage in good faith discussions over the proposed changes. If no agreement is reached, the University may implement its proposed changes, and the Union may submit the matter to an arbitrator pursuant to the procedure provided in Article 7 of this Agreement.

In any arbitration proceeding pursuant to this Section 16.11 (B), the University shall have the burden of proving that its new rate is justified by job content, market data, and is consistent with pay rates paid other employees in similar positions within the same department.

Section 16.12. An employee temporarily transferred to perform all the duties of a higher-rated position in the same department for a period of one-half workday or more shall, during the period of such transfer, receive a rate for the higher-rated position calculated in accordance with paragraphs of Sections 16.1 or 16.2. Employees temporarily transferred to lower-rated positions shall maintain their regular rate of pay except when such transfer is arranged in the employee's interest.

Section 16.13. The University shall compensate up to twelve (12) employee members of the Union's negotiation committee for regular working time lost during negotiating sessions with the University. 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 negotiation meeting.

Section 16.14. Employees working a regularly scheduled shift of seven and one-half (7 1/2) hours shall be entitled to one (1) unpaid meal period of one (1) hour, and employees working a regularly scheduled shift of eight (8) hours or more shall be entitled to one (1) unpaid meal period of one-half (1/2) hour. Such full-time employees shall also be entitled to two (2) fifteen (15)-minute paid break periods per full shift, and part-time employees shall be entitled to one (1) fifteen (15)-minute break for four (4) hours worked.

Section 16.15. University management may elect to change an employee's work schedule. Such change in work schedule will not be arbitrarily assigned. Upon notification of a change in work schedule, including workweek, shift, workdays and/or hours, the employee, upon request, will receive up to two (2) pay periods advanced notice before the work schedule change is effected. If management elects to change the employee's schedule as described above, all provisions under this Agreement relevant to the calculation of paid accruals, other paid leave, overtime, breaks, lunch periods, and shift schedules would be governed by those provisions for the applicable schedule.

Section 16.16. Full-time employees shall receive a minimum of four (4) hours' work or four (4) hours' pay at

their regular straight-time hourly rate when they report for work as scheduled on a regularly scheduled work day unless they (a) have been notified not to report for work, (b) leave work voluntarily prior to completion of four (4) hours, or (c) are suspended or discharged for cause due to events that occurred the same day. The foregoing shall not apply when the University's inability to provide work is due to power failure, equipment breakdown, and/or Acts of God.

Section 16.17. Any employee who qualifies by age and service for retirement under the Employee Retirement Income Plan and who elects to retire from the University or who has at least 20 years of continuous service and who voluntarily terminates from the University shall at that time become eligible for additional compensation or health care benefits, provided such employee has a balance of accrued sick leave hours.

#### Option 1 – Sick Leave Pay Out

Eligible employees shall receive a lump-sum amount, determined by multiplying 30% of up to a maximum of 1,200 hours of their unused accrued sick leave at that time, by the employee's basic straight-time hourly rate (not to exceed 360 hours pay).

Such lump-sum amount shall be paid as terminal compensation, in addition to working hours and any unused personal holiday time and accrued vacation hours as provided under this Agreement. In the event the employee expires during active employment, such payout and the compensation listed in this subsection (3) shall be made to the employee's designated beneficiary.

#### Option 2 – Extension of Health Benefits

In lieu of receiving a sick leave payment as outlined in Option 1 of this Section, employees may convert a portion of their sick leave balance into health premium payments. The amount of allowable sick leave to be used for this purpose is determined by applying the formula as outlined in Option 1. Such allowable hours shall be converted to credit dollars (based upon the employee's rate of pay at retirement or resignation). Such credit dollars may be applied only toward the cost of retiree health or toward COBRA, until such time as the credit dollars have been exhausted or until the employee reaches Medicare age, whichever occurs first.

Under this Section, the employee must select one (1) of the two (2) above options and will not be permitted to combine these options or portions of them.

Section 16.18. Employees who introduce methods and procedures to other employees that go beyond routine orientation shall be considered to be engaged in an in-service training process. The University will provide a training pay differential to employees functioning as trainers for the period of their assignment when the employee's job classification and/or job description excludes overseeing, directing, training, and/or leading the work activities of other employees. For the term of this Agreement, the training differential shall be fifty-five cents (55¢) per hour.

Section 16.19. The University and the Union recognize that there are various job classifications and job descriptions in the bargaining unit and that many senior level job descriptions include overseeing, directing, training, and/or leading the work activities of other employees. Such tasks are recognized by the assignment of higher-level job grades. However, the University will provide a lead pay differential to employees who are asked to oversee the general work flow of a unit by training, assigning, and directing the work of two (2) or more employees of the same title and classification. For the term of this Agreement, the lead differential shall be fifty-five cents (55¢) per hour.

### ARTICLE 17 - NEW OR CHANGED CLASSIFICATIONS

#### Section 17.1. (C)



- A. During the months of January and July each contract year, the Union may submit written job evaluation forms to the University to request a review of a position. Such requests will be advanced for re-evaluation provided there is a clear demonstration of substantial change in job duties. Upon completion of each evaluation process, the University may install an appropriate title, grade level, and occupational group for such changed positions and agrees to negotiate promptly with the Union concerning the appropriateness of its decision.

Nothing shall prevent the University from reviewing and classifying positions throughout the life of the contract and it agrees to negotiate promptly with the Union concerning the appropriateness of its decision. Under both the provision described in this paragraph and that described in the paragraph above, the effective date for changed classifications shall be the pay period date closest to the submission of the written request.

- B. If during the term of this Agreement entirely new clerical job classifications are established within the bargaining unit, the Union will be notified as soon as possible. The University may install a rate of pay for such classifications and agrees to negotiate promptly with the Union concerning the appropriateness of the established rate. Should the University and the Union agree to a rate higher than the rate originally determined by the University, such rate shall be retroactive to the time the new classification was established.
- C. If the Union claims that other entirely new clerical job classifications have been established since the execution date of this Agreement, it shall notify the University by submitting a written job evaluation form (to be supplied by the University). Such claims shall be resolved in accordance with the foregoing procedure set forth in Subsection A of this Section 17.1 (C).

If no agreement is reached concerning appropriate rates of pay, the Union may challenge the rate established by the University through the grievance and arbitration procedure provided in Article 7 of this Agreement; and in such case, the question before the arbitrator shall be whether the rate established by the University bears a proper relationship to rates prescribed by this Agreement for other classifications within the bargaining unit.

Section 17.2. (S/M) If during the term of this Agreement new service/maintenance job classifications are established within the bargaining unit or the duties of an existing service/maintenance job classification are substantially changed, the Union will be notified as soon as possible. The University may install a rate of pay for such new or changed service/maintenance classifications and agrees to negotiate promptly with the Union concerning the appropriateness of the established rate. Should the University and the Union agree to a rate higher than the rate originally determined by the University, such rate shall be retroactive to the time the new service/maintenance classification was established or the old classification changed. If no agreement is reached concerning appropriate rates of pay, the Union may make use of the arbitration procedure provided in Article 7 of this Agreement.

## ARTICLE 18 - LABOR-MANAGEMENT CONFERENCES

Section 18.1. The Union and the University agree that in the interest of efficient management and harmonious employee relations, it is desirable that periodic meetings be held between representatives of the employees and management, such meetings being referred to as "Union-Management Conferences."

Section 18.2. Problems of mutual concern, including conditions tending to cause misunderstanding, shall be considered and recommendations made to either the University or the Union, or both, by the persons present at any conference. Such meetings shall be exclusive of the grievance procedure provided for by Article 7. Grievances shall not be considered at such meetings, nor shall proposals to alter the terms of this

Agreement be advanced.

Section 18.3. At least ten (10) days prior to each meeting the University and the Union will exchange information as to the proposed subject matter to be discussed at the forthcoming meeting and the names of those attending.

Section 18.4. The times, dates, and places of the meetings shall be agreed upon by the parties. The meetings shall be scheduled during working hours and shall be with pay for a reasonable number of employees.

Section 18.5. A representative of the University shall keep minutes of each conference and distribute copies of the minutes to all persons who were present.

#### ARTICLE 19 - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall in no event be affected thereby. In the event that any Article or Section is specifically declared invalid by a tribunal or competent jurisdiction, then, upon request by either the University or the Union, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

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#### ARTICLE 20 - BENEFITS

Section 20.1. During the term of this Agreement, employees shall remain eligible to participate in the following benefit programs to the same extent that such programs are applicable to all non-academic University personnel:

- (a) Employee Retirement Income Plan
- (b) Personal Accident Insurance Plan
- (c) Tuition Remission Plan (University of Chicago courses for employees and their children)
- (d) Dental Insurance
- (e) Long-Term Care Insurance
- (f) Staff and Faculty Assistance Program
- (g) Staff Undergraduate Tuition Assistance

Section 20.2. Upon University Trustee approval, effective July 1, 2005, the University's contribution to the Defined Contribution portion of ERIP shall be increased from 2% to 2.5%. Mandatory enrollment will be at the age of twenty-one (21) and one (1) year of service. Employees shall be vested in the Defined Benefit and the Defined Contribution portions of ERIP upon three (3) years participation.

Section 20.3. During the term of this Agreement, full-time employees shall receive Group Life Insurance coverage in the amount of twelve thousand dollars (\$12,000.00) (\$6,000.00 for part-time employees), which shall be paid for entirely by the University. Employees shall be eligible to obtain additional life insurance coverage in accordance with eligibility requirements and contribution levels established by the University.

Section 20.4. Employees having three (3) months or more of service shall be obliged to participate in and make contributions to the University's Long Term Disability Plan. The benefits provided by such plan shall remain in effect for the term of this Agreement. For the term of this Agreement, the University shall pay the costs for \$14,000.00 of annual salary coverage for full-time employees (\$7,000.00 of annual salary coverage for part-time employees) and the employees shall make monthly contributions for the balance of the costs.

Section 20.5. There shall be two (2) employee groups based on their annual straight-time earnings for

purposes of determining their monthly Health Insurance Contribution rates under the Maroon, UCHP, HMO Illinois, and Humana Health Care Benefit Plans, and the employees' maximum contributions rates shall be effected for calendar years 2005, 2006, and 2007 in accordance with Appendix L of this Agreement. The benefits provided by such plans shall remain in effect for the term of this Agreement.

Section 20.6. Except as provided for in Sections 20.4 and 20.5 and in Appendix L of this Agreement, there shall be no increase in employee contributions required to maintain existing benefits under the following benefit programs:

- (a) Employee Retirement Income Plan (same contribution formula except as noted in Section 20.2)
- (b) Group Life Insurance Plan (basic benefit only)
- (c) Health Care Benefit Plans (contributions as provided in Section 20.5 and Appendix L)
- (d) Long-Term Disability Plan (same contribution formula as provided in Section 20.4)
- (e) Personal Accident Insurance Plan

Section 20.7. If, during the term of this Agreement, any improvement is granted by the University to another group of non-academic University employees, the same improved benefits will apply to employees covered by this Agreement. Benefits covered by this Section are sick leave, holidays, vacation and other programs enumerated in Sections 20.1, 20.3, and 20.4. If, during the term of this Agreement, any improvement to existing health and dental plans is established pursuant to a negotiated agreement between the University and another union, such improvement will be offered to employees covered by this Agreement.

#### ARTICLE 21 - TRAINING

The University and the Union agree to establish a training committee with up to three (3) representatives from Union and three (3) or more representatives from University management. Each training committee member's term of service shall be one year in duration. The Training Director of Human Resources Management will convene and oversee this committee. The committee's responsibility, with the respect to programs involving members of the bargaining unit, will be to evaluate and recommend relevant training topics, including the following:

- (a) expand admission of members to the various training programs already conducted or arranged by the University;
- (b) evaluate and recommend additional and training programs most likely to meet future needs, including the upgrading of current programs and the identification of new;
- (c) seek funding for maintenance of training programs; and
- (d) establish curricula for recommended new programs or changes in curricula in existing programs to make such programs more effective.

In the event that new or revised duties are added to an employee's job, or the duties of the employee's job are revised to incorporate the operation of new equipment, the employee shall be given a reasonable opportunity to be trained in the performance of such new or revised duties.

#### ARTICLE 22 - MAINTENANCE OF STANDARDS

No employee covered by this Agreement shall suffer any loss of wages through the signing of this Agreement.

It is agreed that the University will not modify, alter, add to, withdraw, or inject any new plan of an economic

nature covering wages or other benefits affecting the employees covered by this Agreement without first negotiating with the Union. If no Agreement is reached concerning the issue the Union may make use of the arbitration procedure provided in Article 7 of this Agreement.

It is further agreed that no employee or representative shall enter into any agreements, contracts, or commitments, either orally or in writing, that interfere with either the intent or content of this Agreement.

#### ARTICLE 23 - CORRECTIVE ACTION

Section 23.1. 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 very serious offenses may warrant immediate discharge. Examples of serious offenses are theft, physical violence, use of intoxicants or drugs, gross insubordination, deliberate or malicious damage to University property, or falsification of payroll or other records. No corrective action shall be taken without just cause.

Employees shall be furnished two (2) copies of corrective action notices when issued, and one (1) copy shall be sent to the Union. Except for serious offenses, the progressive corrective action process shall not be advanced if six (6) months or more have elapsed since the incident giving rise to the employee's last previous corrective action. Corrective actions issued within the preceding six (6) months may be considered in evaluating the qualifications of an employee to satisfactorily perform the work of a position which he or she is seeking pursuant to Article 6 of this Agreement. Corrective action notices in an employee's file will not be furnished or shown to prospective employers without specific authorization by that employee.

Employees shall be 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. If an employee is notified of a meeting and such meeting could result in disciplinary action, the employee can request that an authorized Union representative attend. If prior notice is not given and a disciplinary step is invoked, the employee may request that a Union representative be present for further discussion before the matter is considered concluded. The supervisor will have the right to schedule the time for this meeting and take appropriate measures to enforce it. A supervisor may invoke a disciplinary step without prior notice if the supervisor has reason to believe that the safety of the employee, other employees, or the public is threatened by the employee's actions, if the action poses a potential and immediate threat to equipment/systems, or is disruptive to the purpose and use of the worksite.

Section 23.2 Employees who intentionally misuse the University's electronic information systems are considered to be in extreme violation of their employment responsibilities. Such misuse may result in disciplinary action which may take the form of immediate dismissal from employment by the University. Misuse of such systems includes the following:

- (a) accessing or generating information which is not relevant to the employee's assigned tasks;
- (b) deleting or altering information without authorization;
- (c) generating false, misleading, or scurrilous information; and/or
- (d) retrieving or creating documents from the electronic information system(s) for personal or any other unauthorized use.

Section 23.3. It is understood that employees who are found to have in their personal possession during their working hours (including break time) any quantity of any intoxicating substance (including alcoholic beverages, marijuana, or any controlled substances) shall be subject to immediate termination. The

foregoing shall not apply to prescription drugs for which the employee has a lawful prescription. Employees who, while performing their assigned duties, pick up and properly dispose of refuse containing intoxicants such as alcoholic beverage containers, medical supplies, and contents of ashtrays, shall not be deemed to be in personal possession of such materials.

#### ARTICLE 24 - SUBCONTRACTING

The University agrees not to subcontract work where it would result in the lay-off of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Union agrees that in bargaining full consideration and weight will be given to economic savings and institutional needs. The University agrees that in bargaining full consideration and weight will be given to the economic impact on bargaining unit members; and provided further that the University will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

#### ARTICLE 25 - TERMINATION

Section 25.1. This Agreement shall be effective and shall continue in effect until February 28, 2007. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing by Registered Mail at least ninety (90) days prior to the expiration date that it desires to modify, amend, or terminate this Agreement. Negotiations on proposed changes or amendments to the terms of this Agreement, specified in such notice, shall begin not later than thirty (30) days prior to the expiration date of such period and shall continue until an Agreement is reached, or until this Agreement has been terminated on ten (10) days' notice by either party as hereinafter set forth.

Section 25.2. During such negotiations this Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date of such period either party on ten (10) days' notice to the other may terminate this Agreement.

Section 25.3. This Agreement constitutes the entire agreement between the parties and cancels all previous commitments or agreements, oral or written. 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 or not covered by this Agreement, except as specifically provided therein, and that this Agreement concludes collective bargaining for its term.

#### ARTICLE 26 - NOTICE

Whenever it shall become necessary or desirable for either party to serve any notice upon the other, such notice shall be in writing and served personally or sent by Registered United States Mail, postage prepaid, addressed to The University of Chicago, attention of the Director of Employee/Labor Relations, 956 East 58th Street, Chicago, Illinois 60637, and to Local Union 743, I.B.T., 4620 S. Tripp Avenue, Chicago, Illinois 60632.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of March, 2005.

THE UNIVERSITY OF CHICAGO

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 743



Letters of Agreement/Understanding are contained in this Section. Any Appendices or Letters of Agreement/Understanding entered into prior to the date of this Agreement are no longer applicable. Items contained in this Section include:

### APPENDICES

Appendix A:	Schedule A - Clerical Wages: February 29, 2004
Appendix B:	Schedule B - Clerical Wages: February 27, 2005
Appendix C:	Schedule C - Clerical Wages: February 26, 2006
Appendix D:	Schedule E - Service and Maintenance Wages: February 29, 2004
Appendix E:	Schedule F - Service and Maintenance Wages: February 27, 2005
Appendix F:	Schedule G - Service and Maintenance Wages: February 26, 2006
Appendix G:	Clerical Occupational Groups
Appendix H:	Clerical Position Titles and Salary Grades
Appendix I:	Service/Maintenance Occupational Groups
Appendix J:	Service/Maintenance Position Titles and Salary Grades
Appendix K:	Summary: Effect of Absences on Benefits
Appendix L:	Maximum Premium Prices for Health Plans, 2005 - 2007 (Tiers 1 & 2)
Appendix M:	Placement Services for Laid Off Employees

### LETTERS OF AGREEMENT/UNDERSTANDING

- Job Bidding: UCHC Employees
- Background Checks
- Core Competencies
- Accrual Processing - Departments That Have One or More Seasonal Shutdown
- Health Care Premium Review - TSSS Employees
- Drug-free Workplace
- Premium for Snow Removal/Grass Cutting/Leaf Raking
- Desk Clerk/Lobby Attendant Meal Premium
- Credentialing Pilot Program
- Seniority of Employees Working Prior to Union's Certification
- Taskforce on Merit Pay

**SCHEDULE A**

**CLERICAL WAGE SCHEDULE - EFFECTIVE FEBRUARY 29, 2004**

<u>SALARY GRADE</u>	<u>HIRING MINIMUM</u>	<u>HIRING RANGE MAXIMUM</u>	<u>SCALE MAXIMUM</u>
C-4	8.93	9.77	13.08
C-5	9.48	10.38	14.01
C-6	10.14	11.12	15.06
C-7	10.82	12.48	16.11
C-8	11.48	13.41	17.22
C-9	12.23	17.92	18.46
C-9 (Secretary)	13.50	17.92	18.46
C-10	13.11	19.19	19.77
C-10 (Secretary)	14.43	19.19	19.77
C-11	14.01	20.53	21.15
C-11 (Secretary)	15.45	20.53	21.15

- 
- 1) Effective February 29, 2004, wage rates for clerical employees shall be increased by 3%.
  - 2) Newly hired employees whose rates do not exceed the Hiring Range Maximum shall, upon successful completion of their probationary period, receive wage rate increases of 1.5%.
  - 3) Clerical employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.1 (4).



**SCHEDULE B**

**CLERICAL WAGE SCHEDULE - EFFECTIVE FEBRUARY 27, 2005**

<u>SALARY GRADE</u>	<u>HIRING MINIMUM</u>	<u>HIRING RANGE MAXIMUM</u>	<u>SCALE MAXIMUM</u>
C-4	9.20	10.07	13.47
C-5	9.76	10.69	14.43
C-6	10.44	11.46	15.51
C-7	11.14	12.86	16.59
C-8	11.83	13.81	17.74
C-9	12.59	18.45	19.01
C-9 (Secretary)	13.91	18.45	19.01
C-10	13.51	19.76	20.36
C-10 (Secretary)	14.86	19.76	20.36
C-11	14.43	21.13	21.78
C-11 (Secretary)	15.91	21.13	21.78

- 
- 1) Effective February 27, 2005, wage rate increases for clerical employees shall be increased by 3%.
  - 2) Newly hired clerical employees whose rates do not exceed the Hiring Range Maximum shall, upon successful completion of their probationary period, receive wage rate increases of 1.5%.
  - 3) Clerical employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.1 (4).

## SCHEDULE C

## CLERICAL WAGE SCHEDULE - EFFECTIVE FEBRUARY 26, 2006

<u>SALARY GRADE</u>		<u>HIRING MINIMUM</u>	<u>HIRING RANGE MAXIMUM</u>	<u>SCALE MAXIMUM</u>
C-4		9.47	10.37	13.87
C-5		10.05	11.01	14.86
C-6		10.75	11.80	15.98
C-7		11.47	13.24	17.09
C-8		12.18	14.23	18.27
C-9		12.97	19.00	19.58
C-9	(Secretary)	14.33	19.00	19.58
C-10		13.91	20.36	20.97
C-10	(Secretary)	15.31	20.36	20.97
C-11		14.86	21.76	22.43
C-11	(Secretary)	16.39	21.76	22.43

- 
- 1) Effective February 26, 2006, wage rates for clerical employees shall be increased by 3%.
  - 2) Newly hired clerical employees whose rates do not exceed the Hiring Range Maximum shall, upon successful completion of their probationary period, receive wage rate increases of 1.5%.
  - 3) Clerical employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.1 (4).

**SCHEDULE D**

**SERVICE/MAINTENANCE WAGE SCHEDULE  
EFFECTIVE FEBRUARY 29, 2004**

<b>GRADE</b>	<b>Step 1 Start</b>	<b>Step 2 Completion of Probation</b>	<b>Step 3 1 Year</b>	<b>Step 4 2 Years</b>	<b>Step 5 3 Years</b>
1	12.20	12.25	12.35	12.45	12.55
2	12.25	12.30	12.40	12.50	12.60
3	12.35	12.40	12.50	12.60	12.70
4	12.45	12.50	12.60	12.70	12.80
5	12.60	12.65	12.75	12.85	12.95
6	12.75	12.80	12.90	13.00	13.20
7	12.85	12.90	13.00	13.10	13.25
8	12.95	13.05	13.20	13.35	13.50

- 
- 1) *Effective February 29, 2004, wage rate increases for Service/Maintenance employees shall be thirty-five (35¢) cents.*
  - 2) *Newly hired Service/Maintenance employees shall, upon successful completion of their probationary period, be advanced to Step 2.*
  - 3) *Service/Maintenance employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.2 (6).*

## SCHEDULE E

SERVICE/MAINTENANCE WAGE SCHEDULE  
EFFECTIVE FEBRUARY 27, 2005

GRADE	Step 1 Start	Step 2 Completion of Probation	Step 3 1 Year	Step 4 2 Years	Step 5 3 Years
1	12.55	12.60	12.70	12.80	12.90
2	12.60	12.65	12.75	12.85	12.95
3	12.70	12.75	12.85	12.95	13.05
4	12.80	12.85	12.95	13.05	13.15
5	12.95	13.00	13.10	13.20	13.30
6	13.10	13.15	13.25	13.35	13.55
7	13.20	13.25	13.35	13.45	13.60
8	13.30	13.40	13.55	13.70	13.85

- 1) Effective February 27, 2005, wage rate increases for Service/Maintenance employees shall be thirty-five (35¢) cents.
- 2) Newly hired Service/Maintenance employees shall, upon successful completion of their probationary period, be advanced to Step 2.
- 3) Service/Maintenance employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.2 (6).

**SCHEDULE F**

**SERVICE/MAINTENANCE WAGE SCHEDULE  
EFFECTIVE FEBRUARY 26, 2006**

<b>GRADE</b>	<b>Step 1 Start</b>	<b>Step 2 Completion of Probation</b>	<b>Step 3 1 Year</b>	<b>Step 4 2 Years</b>	<b>Step 5 3 Years</b>
1	12.90	12.95	13.05	13.15	13.25
2	12.95	13.00	13.10	13.20	13.30
3	13.05	13.10	13.20	13.30	13.40
4	13.15	13.20	13.30	13.40	13.50
5	13.30	13.35	13.45	13.55	13.65
6	13.45	13.50	13.60	13.70	13.90
7	13.55	13.60	13.70	13.80	13.95
8	13.65	13.75	13.90	14.05	14.20

- 
- 1) Effective February 26, 2006, wage rate increases for Service/Maintenance employees shall be thirty-five (35¢) cents.
  - 2) Newly hired Service/Maintenance employees shall, upon successful completion of their probationary period, be advanced to Step 2.
  - 3) Service/Maintenance employees may be eligible to receive bonus payments in accordance with the provisions outlined in Section 16.2 (6).



**CLERICAL POSITION TITLES AND SALARY GRADE**

<u>GRADE</u>	<u>JOB CODE</u>	<u>POSITION TITLE</u>	<u>GRADE</u>	<u>JOB CODE</u>	<u>POSITION TITLE</u>
C - 4	5021-04	FILE/RECORDS CLERK I	C - 9	5011-09	DATA CONTROL COORD
	5041-04	CLERK MESSENGER I		5061-09	STOCK CLERK IV
	5521-04	LOBBY ATTENDANT		5078-09	SECRETARY III
C - 5	5021-05	FILE/RECORDS CLERK II	5079-09	PROJECT ASST II	
	5041-05	CLERK MESSENGER II	5111-09	EDITORIAL ASST II	
	5381-05	LIBRARY CLERK I	5224-09	FISCAL ASST	
	5523-05	CLOSED CIRCUIT TV MONITOR	5230-09	CASH POSTER	
	5604-05	RECEPTIONIST I	5231-09	BILLER CAMPUS	
	5606-05	DESK CLERK I	5233-09	FINANCIAL COORD	
			5234-09	REGISTRATION REP	
C - 6	5011-06	DATA CONTROL CLERK I	5236-09	RECEIVABLES CLERK	
	5021-06	FILE/RECORDS COORD I	5342-09	DUPL MACHINE OP-SR	
	5041-06	CLERK MESSENGER III	5243-09	PAYROLL COORD	
	5061-06	STOCK CLERK I	5382-09	LIBRARY ASST III	
	5073-06	CLERK TYPIST I	5522-09	VISITOR CONTROL CLERK-SR	
	5242-06	PURCH/INVOICE CLERK I			
	5342-06	DUPLICA MACH OPER II			
	5381-06	LIBRARY CLERK II			
	5604-06	RECEPTIONIST II			
	5606-06	DESK CLERK II	C - 10	5061-10	STOCK CLERK-SR
	C - 7	5011-07	DATA CONTROL CLERK II	5075-10	OPERATIONS ASST - LBC
5012-07		DATA ENTRY CLERK II	5078-10	SECRETARY IV	
5021-07		FILE/RECORDS COORD II	5079-10	PROJECT ASST III	
5041-07		CLERK MESSENGER-SR	5111-10	EDITORIAL ASST III	
5061-07		STOCK CLERK II	5224-10	FISCAL ASST-SR	
5073-07		CLERK TYPIST II	5231-10	BILLER-SR	
5078-07		SECRETARY I	5232-10	BILLER EXPEDITER	
5223-07		BKKG/ACCTG CLERK II	5233-10	ASST FINANCIAL REP	
5242-07		PURCH/INVOICE CLERK II	5234-10	MANAGED CARE REP	
5243-07		PAYROLL CLERK II	5235-10	MED INS BILLER-GOV'T AGENCIES	
5382-07		LIBRARY ASST I	5236-10	MED INS BILLER-TRANSPLANT	
5531-07		TELECOM OPER	5237-10	MED INS BILLER-FOLLOW-UP	
5604-07		RECEPTIONIST III	5238-10	PATIENT AFFAIRS REP	
			5239-10	REFERRAL COORD	
C - 8	5011-08	DATA CONTROL CLERK-SR	5243-10	SENIOR PAYROLL COORD	
	5021-08	FILE/RECORDS COORD III	5383-10	LIBRARY ASST IV	
	5024-08	PAS ABTRACTOR	5605-10	CLINIC COORD	
	5061-08	STOCK CLERK III			
	5078-08	SECRETARY II	C - 11	5077-11	LEAD SECRETARY V
	5079-08	PROJECT ASST I	5078-11	SECRETARY V	
	5111-08	EDITORIAL ASST I	5079-11	PROJECT ASSISTANT IV	
	5222-08	UNIVERSAL TELLER I	5234-11	MED INS BILLER-UNDERPAYMENT	
	5223-08	BKKG/ACCTG CLERK-SR	5235-11	PATIENT AFFAIRS REP II	
	5225-08	CLAIMS ADJ CLERK II	5236-11	ACCT'S RECEIVABLE ANALYST	
	5231-08	JR BILLER (CAMPUS)	5237-11	SR REGISTRATION REP	
	5242-08	PURCH/INVOICE CLK-SR	5238-11	PROVIDER-CRED/DICT SPECIALIST	
	5243-08	PAYROLL CLERK-SR	5239-11	ABSTRACTOR/CODER	
5382-08	LIBRARY ASST II	5243-11	PAYROLL COORD-MO/BW		
5522-08	VISITOR CONTROL CLERK	5605-11	CLINIC COORD-SR		
5531-08	TELECOM OPER-SR				
5631-08	CUSTOMER SERV. REP.				
5651-08	COMMUNITY WORKER				

## SERVICE/MAINTENANCE OCCUPATIONAL GROUPS

<u>JOB CODE</u>	<u>POSITION TITLE</u>
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HOUSEKEEPING AND LAUNDRY

2502-01	Housekeeping Assistant I
2503-02	Laundry Assistant II
2502-02	Housekeeping Assistant II
2503-03	Laundry Assistant III
2503-04	Laundry Assistant IV
2502-04	Housekeeping Assistant IV
2502-05	Housekeeping Assistant V
2502-06	Housekeeping Assistant VI
2503-06	Laundry Assistant VI
2502-07	Housekeeping Assistant VII
2502-08	Housekeeping Assistant VIII

FOOD SERVICE WORKER

2131-02	Food Service Worker II
2131-03	Food Service Worker III
2131-04	Food Service Worker IV
2131-05	Food Service Worker V
2132-06	Cook VI
2132-07	Cook VII

SERVICE WORKER

2892-06	Service Worker VI
2892-07	Service Worker VII

LABORATORY ASSISTANT

2311-03	Laboratory Assistant III
2311-04	Laboratory Assistant IV



## SERVICE/MAINTENANCE POSITION TITLES AND SALARY GRADE

<u>GRADE</u>	<u>JOB CODE</u>	<u>POSITION TITLE</u>
SG I	2131-01	Food Service Worker I
	2502-01	Housekeeping Assistant I
SG II	2131-02	Food Service Worker II
	2502-02	Housekeeping Assistant II
	2503-02	Laundry Assistant II
SG III	2311-03	Laboratory Assistant III
	2503-03	Laundry Assistant III
	2131-03	Food Service Worker III
SG IV	2311-04	Laboratory Assistant IV
	2503-04	Laundry Assistant IV
SG V	2131-05	Food Service Worker V
	2502-05	Housekeeping Assistant V
SG VI	2132-06	Cook VI
	2502-06	Housekeeping Assistant VI
	2503-06	Laundry Assistant VI
	2892-06	Service Worker VI
SG VII	2132-07	Cook VII
	2502-07	Housekeeping Assistant VII
	2892-07	Service Worker VII
SG VIII	2502-08	Housekeeping Assistant VIII

## SUMMARY: EFFECT OF ABSENCES ON BENEFITS

<u>TYPE OF ABSENCE</u>	<u>Vacation Accrual</u>	<u>Sick Pay Accrual</u>	<u>Pay For UC Holidays</u>	<u>Personal Holiday Accrual</u>	<u>UC Share of Health and Life Insurance Premiums Paid</u>	<u>Continuation of Pension Plan Credits</u>	<u>Same Job Guaranteed Upon Return</u>
Bereavement	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Holiday	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vacation	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jury Duty	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Paid Military Leave	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sick Leave with Pay* (per Article 9)	No (8)	No (8)	Yes	Yes (1)	Yes	Yes	Yes
Short Term Disability* (per Article 15)	No (8)	No (8)	No	No	Yes	Yes	Yes (6)
Worker's Compensation	Yes	Yes	No	Yes (1)	Yes (2)	No	Yes (6)
Long-Term Disability* (per Section 20.3)	No (8)	No (8)	No	No	Yes (3)	Yes (4)	No (6)
Unpaid Leave* (per Section 12.5)	No (8)	No (8)	No	No	Limited (5)	No	No (7)
Layoff	No (8)	No (8)	No	No	Limited (5)/(9)	No	No (see Art. 6)

## KEY:

- (1) Employee is eligible to use any personal holiday which may have accrued during the period of absence, provided the employee returns to work prior to the end of the calendar year in which they accrued.
  - (2) Employee must pay employee's share directly to the Staff Benefits Office unless WC benefit is being supplemented by either sick pay or vacation pay, in which case the employee share will be deducted from supplemental payment.
  - (3) Employee must pay employee's share directly to the Staff Benefits Office.
  - (4) LTD Plan pays employee's contribution as well.
  - (5) Under Layoff Options 1 and 2 (6.4), or LOA, the University's share of premium is paid for a maximum of three (3) months, after which the employee may continue to participate by paying all premium costs. Employee must pay employee's share directly to the Benefits Office.
  - (6) If the absence is less than one hundred eighty (180) calendar days in duration the employee shall, upon return be guaranteed the same job or an equivalent in the same department. If the absence exceeds the one hundred eighty (180) calendar days in duration, the employee shall, upon return be permitted the job rights set forth in the last paragraph of Section 12.5. In either case, the employee must still be able to perform the work.
  - (7) Upon expiration of the Leave of Absence, the employee will be permitted to place bids for a period of one-hundred eighty (180) days.
  - (8) The benefit will accrue, however, in any month in which the employee works at least one-half of his or her standard working hours (S9.2.S11.2).
  - (9) Under Layoff Option 3 (6.4) the University's share of premium is paid for a maximum of four (4) months, after which the employee may continue to participate by paying all premium costs. Employee must pay employee's share directly to the Benefits Office.
- \* FMLA may be applicable. FMLA is administered in accordance with Federal Law and University Policy.

APPENDIX L

PREMIUM PRICES FOR HEALTH PLANS, 2004-2007

FIRST TIER		UNDER \$33,000	UNDER \$36,000	UNDER \$37,000	UNDER \$38,000
		JAN. 1, 2004 PRICES	JAN. 1, 2005 MAXIMUM PRICES	JAN. 1, 2006 MAXIMUM PRICES	JAN. 1, 2007 MAXIMUM PRICES
HUMANA	SINGLE	\$21	\$23	\$29	\$36
	EE + 1		\$58	\$73	\$91
	FAMILY	\$58	\$69	\$86	\$108
HMO IL	SINGLE	\$18	\$21	\$26	\$31
	EE + 1		\$51	\$64	\$80
	FAMILY	\$51	\$63	\$79	\$99
UCHP	SINGLE	\$20	\$24	\$29	\$35
	EE + 1		\$52	\$65	\$81
	FAMILY	\$52	\$65	\$81	\$101
MAROON	SINGLE	\$54	\$63	\$78	\$93
	DOUBLE	\$88	\$104	\$130	\$163
	FAMILY	\$114	\$135	\$169	\$211

PREMIUM PRICES FOR HEALTH PLANS, 2004-2007

SECOND TIER		(\$33,000-\$59,999)	(\$36,000-\$69,999)	(\$37,000-\$79,999)	(\$38,000-\$89,999)
		2004 PRICES	JAN. 1, 2005 MAXIMUM PRICES	JAN. 1, 2006 MAXIMUM PRICES	JAN. 1, 2007 MAXIMUM PRICES
HUMANA	SINGLE	\$34	\$37	\$46	\$58
	EE + 1		\$86	\$108	\$135
	FAMILY	\$86	\$103	\$129	\$161
HMO IL	SINGLE	\$30	\$34	\$43	\$52
	EE + 1		\$75	\$94	\$118
	FAMILY	\$75	\$93	\$116	\$145
UCHP	SINGLE	\$32	\$37	\$46	\$55
	EE + 1		\$78	\$98	\$123
	FAMILY	\$78	\$95	\$119	\$149
MAROON	SINGLE	\$68	\$78	\$98	\$118
	DOUBLE	\$121	\$140	\$175	\$219
	FAMILY	\$155	\$179	\$224	\$280

## Placement Services for Laid Off Employees Provided by the University

Under your Union Contract, laid off employees are provided two (2) options relevant to re-employment and one option for a service-based severance (provided the qualifying criteria are met). If you choose to seek re-employment into another position within the University pursuant to Option 2 of your Contract, you shall receive preference over any other applicant for positions within your same salary grade and occupational group, provided you are qualified.

If you opt to seek re-employment within your department, you may contact your departmental HR representative to discuss employment opportunities within your department. You may also contact UHRM for assistance and counseling to prepare you to seek employment opportunities outside your department.

Central UHRM will provide you with the following services:

1. assure that you have an understanding of all of the options available to you under your Union Contract;
2. assist you in developing your interviewing skills (including mock interviews), updating your resume and identifying appropriate references;
3. help you pre-qualify for relevant jobs by administering a battery of tests to assess your skills. In addition, you may be tested to determine specific competencies in various computer software programs, if applicable;
4. recommend and provide training opportunities to enhance your skills and qualifications;
5. assist you in targeting and applying for job openings that best match your qualifications; and
6. serve as a liaison between you and the hiring department to ensure that you receive the appropriate preference required by your Union Contract including, but not limited to, an interview for any opening for which you are qualified and feedback from the interviewing department.

Hiring decisions involving laid off employees will be monitored by UHRM to assure compliance with your Union Contract.

 THE UNIVERSITY OF  
**CHICAGO**  
**HUMAN RESOURCES MANAGEMENT**  
*Office of Employee and Labor Relations*  
*956 E. 58th Street*  
*Chicago, Illinois 60637*

March, 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF AGREEMENT**  
**RE: JOB BIDDING: UCHC EMPLOYEES**

During the course of negotiations, the parties discussed the issues surrounding Appendix L of the existing Agreement. As a result of these discussions, the parties agree to replace Appendix L with this Letter of Agreement by identifying the terms relevant to the continuation of bidding rights for eligible University of Chicago Hospital employees. It is therefore agreed that:

University of Chicago Hospital clerical employees with seniority dating on or before November 20, 1987, shall be eligible to bid upon vacant clerical positions posted by the University. Such employees shall be considered for vacant positions which cannot be filled by qualified bidders working for the University. In the event a Hospital employee including a laid-off employee receives University employment, he/she shall be credited with all seniority attained while working as a Hospital employee once the qualified period has been satisfied.

University of Chicago Hospital service/maintenance employees with seniority dating on or before November 20, 1987, shall be eligible to bid upon vacant service/maintenance positions posted by the University. Such employees shall be considered for vacant positions which cannot be filled by qualified bidders working for the University. In the event a Hospital employee including a laid-off employee receives University employment, he/she shall be credited with all seniority attained while working as a Hospital employee once the qualified period has been satisfied.

For the University of Chicago

For Local 743, I.B.T.

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 THE UNIVERSITY OF  
**CHICAGO**  
*HUMAN RESOURCES MANAGEMENT*  
*Office of Employee and Labor Relations*  
*956 E. 58th Street*  
*Chicago, Illinois 60637*

March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF AGREEMENT**  
**RE: Background Checks**

During the negotiations for this Agreement, the parties discussed the University's impending implementation of background checks for all new employment applicants. Upon implementation of this program, it may also be necessary for certain current bargaining unit employees to submit to a background check where it is required by regulatory or accrediting bodies, or in order to meet necessary University procedural standards, should the position the employee holds or is seeking to hold requires such verified information.

The University will provide an authorization and release statement that will be signed by all affected individuals, permitting the University to conduct a criminal background check. The purpose of this check is to determine if there are any criminal convictions or pending proceedings that may disqualify the applicant or employee from employment.

In the event an existing employee is disqualified from holding his then-current position, the University agrees to confer with the Union to establish a plan of action that will address the impact of such disqualification.

For the University of Chicago

For Local 743, I.B.T.

 THE UNIVERSITY OF  
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**HUMAN RESOURCES MANAGEMENT**  
*Office of Employee and Labor Relations*  
956 E. 58th Street  
Chicago, Illinois 60637

March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF AGREEMENT**  
**RE: Core Competencies**

During negotiations for the collective bargaining agreement effective March 8, 2000, the parties discussed the University's proposal relevant to establishing bargaining unit-wide job competencies that would provide the standard for all positions represented by Local 743. The primary purpose for establishing these core competencies is to enhance the University's ability to recruit candidates and evaluate employee performance.

Therefore, the parties agree that upon ratification of this Agreement, the University will begin including the competencies listed below on its posting statements. It is further understood that the department will provide job-specific competencies when it submits its vacancy for posting.

Throughout the course of this Agreement, the University will be working with departments to establish their job descriptions and job-specific competencies. The University agrees to provide these departmental job-specific competencies to the Union as they are completed. The Library has agreed to begin this process and will serve as a pilot, which will be the model for all subsequent work.

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**CORE COMPETENCIES:**

- Demonstrated ability to interact and communicate with clarity, tact, and courtesy with patrons, patients, staff, faculty, students, and others
- Demonstrated ability to participate as a member of the staff in identifying priorities for the work unit and participate as a member of a work group or team.
- Demonstrated ability to work with supervision to identify and describe work task priorities
- Demonstrated ability to communicate effectively in English, both orally and in writing
- Demonstrated ability to recognize and resolve or refer problems and conflicts.
- Demonstrated ability to negotiate and manage interpersonal communication effectively.
- Demonstrated ability to use or learn to use a range of position related software applications. These may include standard software packages as well as networked systems, e-mail, the Web, and other types of information structures. Demonstrated ability to read and understand basic documentation such as Help screens and departmental handouts.

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For the University of Chicago

For Local 743, I.B.T.

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March 2005

Mr. Robert Walston  
 President  
 Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF UNDERSTANDING**

**RE: ACCRUAL PROCESSING – DEPARTMENTS THAT HAVE MORE THAN ONE SEASONAL SHUTDOWN**

During negotiations, the Union requested inclusion, as a Letter of Understanding, the methods used to process accruals (originally established in 1980 for the Laboratory School) for employees in departments with seasonal shutdown periods occurring throughout the year, whether the employee works year around or works only when school is in session. Therefore, the information relevant to accrual processing described below will apply only to employees in departments that shut down more than once during the year.

**Vacation/Sick Leave Accrual Processing:**

To enable usage of accrued vacation and/or personal hours for the first break of the school year (interim between Fall Quarter and Winter Quarter), the nine-month staff will be permitted to "bank" their unused vacation and/or personal holiday hours at the end of the previous school year (June) and immediately begin to receive TSSS payments under the terms outlined in this Agreement. If the interim between Fall Quarter and Winter Quarter extends to more than two weeks, nine-month employees are eligible to utilize one (1) week of TSSS allowance in accordance with the amount outlined in this Agreement (Section 12.7).

Accrual hours for both 9-month and 12-month employees are established on a biweekly basis and are based upon the number of total paid hours<sup>1</sup> in each pay period. The accruals are based upon the following formulae:

<b>VACATION</b>	<b>SICK LEAVE</b>
$\frac{\# \text{ of total paid hours} \times 3 \text{ (or 4) (or 5)}}{52}$	$\frac{\# \text{ of total paid hours} \times 2.0}{52}$
	$\frac{\# \text{ of total paid hours} \times 1.8}{52}$

All employees: receive five (5) personal days

9-month employees: receive seven (7) University holidays

12-month employees: receive eight (8) University holidays

Employees are permitted to utilize vacation/sick as it accrues (each pay period) and are not required to wait until month-end.

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<sup>1</sup> not scheduled hours per week



*Letter of Understanding: accrual processing-employees in departments with multiple seasonal shutdowns, continued*

**VACATION/SICK ACCRUAL TABLE FOR 9-MONTH EMPLOYEES**

**VACATION:**

<u>PP Hours:</u>	<u>Accrual (@3 wks/yr)</u>	<u>Accrual (@4 wks/yr)</u>	<u>Accrual (@5 wks/yr)</u>
75.0	4.3 hrs	5.8 hrs	7.2 hrs
80.0	4.6 hrs	6.2 hrs	7.7 hrs

**SICK:**


<u>PP Hours</u>	<u>PP Accrual (@10 days /yr)</u>	<u>PP Accrual (@9 days/yr)</u>
75.0	2.9 hrs	2.6 hrs
80.0	3.1 hrs	2.8 hrs

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For the University of Chicago

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For Local 743, I.B.T.

 THE UNIVERSITY OF  
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*Office of Employee and Labor Relations*  
*956 E. 58th Street*  
*Chicago, Illinois 60637*

March, 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF UNDERSTANDING**  
**RE: Health Care Premium Review - TSSS Employees**

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During negotiations, the Union requested that a review be conducted by the University to identify those TSSS employees whose actual year-end earnings fall below the income specified for Tier 2 health premiums.

Therefore, it is agreed that after the final pay period in December for each year covered by this Agreement the University will review the annual earnings of all eligible employees who received TSSS payments in the year. If it is found that any TSSS employee qualifies for health premiums at the lower rate (Tier 1 instead of Tier 2), such employees shall be credited the difference between the Tier 2 and Tier 1 premiums for the entire twelve-month period. Such credit shall appear in the first paycheck of the new calendar year. This credit process will apply only to nine-month employees who worked the entire calendar year and were eligible for and received TSSS payments during the applicable calendar year.

For the University of Chicago

For Local 743, I.B.T.

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March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL - LETTER OF AGREEMENT  
RE: Drug-free Workplace**

During negotiations for the collective bargaining agreement effective March 1, 2004, the parties discussed and agreed that within the first year of this Agreement, the University will define a screening and testing procedure which supports the objective of a drug-free workplace. The University agrees to present its proposal to the Union, and other bargaining units representing other University employees, for discussion and the parties will reach agreement upon this procedure as well as establish an implementation date.

For the University of Chicago

For Local 743, I.B.T.

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**THE UNIVERSITY OF  
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**HUMAN RESOURCES MANAGEMENT**  
*Office of Employee and Labor Relations  
956 E. 58th Street  
Chicago, Illinois 60637*

March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL – LETTER OF UNDERSTANDING  
PREMIUM FOR SNOW REMOVAL/GRASS CUTTING/LEAF RAKING**

During contract negotiations for the new Agreement between the University and Local 743, I.B.T., it was agreed to extend the understandings with respect to the performance of certain outside work, as stated below.

**A. REGARDING SNOW REMOVAL:**

1. The University will make adequate winter wear available to members of the bargaining unit required to work outside in inclement weather. Employees receiving such winter wear are responsible for it while it is in their possession.

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2. The Union and the University agree that certain employees may be physically unable to perform the snow removal tasks, and those persons should not be required to do so.
3. Normal snow will be cleared from designated non-public areas (such as docks, porches and interior walkways) as routine job performance, generally by housekeeping employees, in accordance with their job descriptions.
4. For the removal of abnormal snow meaning six (6) inches or more in a twenty-four hour period, or lesser snow accompanied by drifting requiring substantially more effort, the University will pay the employees premiums, in addition to their regular straight-time hourly rates, amounting to:
  - \$1.25 per hour for each hour or any portion of an hour to Biological Sciences Division and Ida Noyes Hall employees.
  - \$2.50 per hour for each hour or any portion of an hour to Residence Hall, International House, and Orthogenic School employees.Also, the above premiums shall be paid employees whenever they are required to remove snow from public areas, such as city sidewalks.

**B. Regarding grass cutting and leaf raking** the parties agreed that employees shall be paid a premium of \$2.00 per hour for each hour or any portion of an hour performing that work.

The above premiums shall be paid at the one and one-half (1 ½) times basis when the work is performed as overtime hours.

For the University of Chicago

For Local 743, I.B.T.



March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**RENEWAL – LETTER OF UNDERSTANDING**  
**DESK CLERK/LOBBY ATTENDANT MEAL PREMIUM**

The University of Chicago and the Union understand that there are full-time Residence Halls Desk Clerks and Lobby Attendants who are not granted formal relief for meals and breaks as specified in our Agreement. The University agrees to pay such employees fifty cents (50¢) per hour in addition to their regular straight-time hourly rates for hours worked on such shifts.

For the University of Chicago

For Local 743, I.B.T.

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 THE UNIVERSITY OF  
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March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**LETTER OF AGREEMENT**  
**RE: Credentialing Pilot Program**

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During negotiations for the collective bargaining agreement effective March 8, 2000, the parties discussed the University's proposal relevant to establishing a program designed to mentor, develop and prepare employees for promotional opportunities at the University. The parties have agreed that the University will begin this program as a pilot, in order to develop the many facets of this program and to standardize its procedures and processes.

When the University is prepared to present the details of implementation, it is agreed that the parties will formally discuss this program during Labor Management sessions, and that full implementation of this program will occur only upon agreement between the parties.

For the University of Chicago

For Local 743, I.B.T.

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March 2005

Mr. Robert Walston  
President  
Local 743, International Brotherhood of Teamsters

**LETTER OF UNDERSTANDING**

**Seniority of Employees Working Prior to Union's Certification**

The University of Chicago and the Union understand that there are current employees working at the University in bargaining unit positions who were employed at the University prior to the Union's certification.

The parties have executed this letter of understanding to confirm the parties' agreement regarding the seniority of these individuals. As agreed during the development of the first Agreement between the Union and the University in 1979, these employees have been credited with seniority from the first day they were employed in positions that became and remain bargaining unit positions.

For the University

For the Union

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March 2005  
Mr. Robert Walston, President  
Local 743, International Brotherhood of Teamsters

**LETTER OF UNDERSTANDING  
RE: TASKFORCE ON MERIT PAY**

During the course of negotiations, the parties discussed the issues surrounding the University's interest in providing merit-based pay increases to those employees who exceed performance expectations as well as its belief that such opportunities to increase base pay would contribute to positive employee relations, retain good employees and prove to be a motivating factor, affecting much of the workforce.

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It was recognized by the parties that this interest is a complex issue and deserves careful consideration when designing a Merit Pay Program for administration by the University. Therefore, the University and the Union agree that during the second (2<sup>nd</sup>) year of the current Agreement, a taskforce will be established to develop a Merit Pay Program, including its parameters and guidelines.

The Taskforce on Merit Pay will consist of an equal number of individuals from the Union and the University and will be led by a qualified facilitator deemed acceptable to both parties. The role of the Taskforce on Merit Pay will be defined, as will the specifics of a Merit Pay Program. Upon the development of the Merit Pay Program, it is agreed that the Program will be implemented only if it carries the joint recommendation of the parties and has been ratified by the Union membership. Such ratification of the Program must occur prior to its implementation by the University.

For the University of Chicago

For Local 743, I.B.T.

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