AGREEMENT

Between

THE UNIVERSITY OF CHICAGO

And

AUTOMOBILE MECHANICS' LOCAL NO. 701
International Association of Machinists

May 1, 2015 through April 30, 2018
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident and Sickness</td>
<td>17</td>
<td>16</td>
</tr>
<tr>
<td>Benefits</td>
<td>13</td>
<td>14 - 15</td>
</tr>
<tr>
<td>Bulletin Boards</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Corrective Action</td>
<td>19</td>
<td>17 - 18</td>
</tr>
<tr>
<td>Grievance and Arbitration Procedure</td>
<td>6</td>
<td>2 - 4</td>
</tr>
<tr>
<td>Health and Safety</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>Holidays, University Authorized</td>
<td>10</td>
<td>10 - 12</td>
</tr>
<tr>
<td>Hours of Work and Overtime</td>
<td>21</td>
<td>18 - 19</td>
</tr>
<tr>
<td>Management Rights</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>Non-Discrimination</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>No Strike - No Lockout</td>
<td>12</td>
<td>13 - 14</td>
</tr>
<tr>
<td>Probationary Period</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Purpose of Agreement</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Recognition</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Retirement Income Plan</td>
<td>14</td>
<td>15 - 16</td>
</tr>
<tr>
<td>Savings and Separability</td>
<td>20</td>
<td>18</td>
</tr>
<tr>
<td>Seniority</td>
<td>8</td>
<td>5 - 7</td>
</tr>
<tr>
<td>Sick Leave, Excused Absences &amp; Leaves of Absence</td>
<td>9</td>
<td>8 - 10</td>
</tr>
<tr>
<td>Termination of Agreement and Notices</td>
<td>23</td>
<td>20</td>
</tr>
<tr>
<td>Union-Management Conferences</td>
<td>18</td>
<td>17</td>
</tr>
<tr>
<td>Union Security</td>
<td>7</td>
<td>4 - 5</td>
</tr>
<tr>
<td>Vacation</td>
<td>11</td>
<td>12 - 13</td>
</tr>
<tr>
<td>Wages</td>
<td>22</td>
<td>19 - 20</td>
</tr>
<tr>
<td>Wage Rates</td>
<td>Schedule A</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement, effective May 1, 2015, is made by and between the UNIVERSITY OF CHICAGO, a corporation not for pecuniary profit, organized under the Laws of the State of Illinois, located at Chicago, Illinois (hereinafter referred to as the "University"), and AUTOMOBILE MECHANICS' LOCAL 701, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO (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 employment.

Wherever in this agreement, "he, him, his," or related pronouns appear either as words or as parts of words, they have been used for literary proposes. It shall be interpreted to apply to all individuals, male or female, bound by this Agreement.

ARTICLE 2
RECOGNITION

The University recognizes the Union as the exclusive collective bargaining agency for all regularly scheduled full-time employees classified as Instrument Designer and Maker Working Foreman, Instrument Designer and Maker, Instrument Maker, Crane Operator/Machinist/Mechanic, Instrument Welder, employed in the Central Shop, the Geophysical Sciences Shop, the LASR Shop, the JFI/EFI Student Shop of the University of Chicago at its Chicago, Illinois campus, excluding office, clerical employees, professional employees, guards, students and supervisors (as defined by the National Labor Relations Act) and all other employees.

ARTICLE 3
NON-DISCRIMINATION

The University and the Union agree that both will abide by the letter and spirit of applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee because of race, color, marital status, parental status, ancestry, source of income, religion, sex, gender identity, age, national origin, disability, sexual orientation, military discharge status or veteran status. The parties acknowledge their commitment to maintaining a work environment free from sexual harassment.
ARTICLE 4
PROBATIONARY PERIOD

Each new employee shall be in a probationary status for up to a maximum of one hundred twenty (120) calendar days of employment for the purpose of utilizing Schedule A of this Agreement. During his probationary period an employee may be laid off or terminated at the discretion of the University. When successfully completed, the employee's probationary period counts for both lengths of service and seniority purposes.

The employee's probationary period will be extended one (1) day for each full day an employee is absent from work during his normal forty (40) hour workweek.

ARTICLE 5
MANAGEMENT RIGHTS

The University shall possess all rights to the management of employees in the bargaining unit and to use of equipment and materials except to the extent such rights are specifically limited by the terms of this Agreement. These rights include, but are not limited to, the establishment of policies, practices and procedures; the determination of the number of hours per day or per week when operations will be performed; the determination of the number and types of employees required; the determination of qualification for employment and the selection of new employees; the assignment of work to employees; the establishment or change of working schedules and assignments; the transfer, promotion, layoff or termination of employees for lack of work or other legitimate reasons; the making and enforcing of reasonable rules for the maintenance of discipline; the suspension, discharge or disciplining of employees for just cause, provided, however, that the University shall not exercise any of its rights in a manner violative of this Agreement.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure. Any claim that the University has violated this Agreement, arising under and during the term of this Agreement, shall be settled exclusively in accordance with the grievance procedures set forth hereinafter. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented more than ten (10) calendar days after occurrence of the event(s) giving rise thereto or ten (10) calendar days after the employee or the Union shall have learned of same. All grievances shall be processed in accordance with the following procedure:

Step 1. The grievance shall be discussed between the employee and the immediate supervisor. The Steward or a designee may be present during this discussion at the request of the employee. The supervisor must give his answer to the employee within five (5) working days.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing by the aggrieved employee and the Steward or a designee and submitted to the Manager of the Central Shop or such representative as he may designate within
five (5) working days after the receipt of the response given in Step 1 of this procedure. The employee (including the Steward) will meet with the Manager of the Central Shop or such representative as he may designate within five (5) working days after the grievance is presented. The University representative shall respond, in writing, to the grievant within five (5) working days after the meeting with the grievant and his representative.

**Step 3.** If no satisfactory settlement is reached in Step 2, the Union must file a written appeal with the Director of Labor Relations or his designated representative no later than ten (10) working days following the receipt of the University representative's Step 2 answer. A representative of the Union, the steward or designee, and the aggrieved employee will meet with the Director of Labor Relations or his designated representative within five (5) working days after the receipt of the appeal from the Union. The Director of Labor Relations or his designated representative shall render his decision, in writing, within five (5) working days after such a meeting.

**Step 4.** In the event the decision of the Director of Labor Relations or his designated representative in Step 3 is not satisfactory, the Union has the right to submit the grievance to arbitration as hereinafter set forth; provided that the grievance shall be deemed waived if the Union does not file notice of arbitration with the University within twenty (20) days after the University's answer in Step 3.

Section 2. Second Step Grievances. General grievances affecting the employees in the unit as a whole, disciplinary suspensions and discharge grievances may be initiated at Step 2 of this procedure as provided in that Step.

Section 3. Time Limits. The time limits set forth in the grievance procedure may be extended, where necessary, by mutual agreement.

Section 4. Lost Time. No employee or Union representative shall lose pay for any reasonable amount of time spent during his regularly scheduled working hours in processing a grievance as provided in this Article.

Section 5. Disciplinary Notices. Copies of all disciplinary notices shall be given to the employee and the Union. Grievances protesting such notices must be filed within ten (10) calendar days from the date of same, and if more than ten (10) calendar days elapse, the employee shall be barred thereafter from processing a grievance involving said notice.

Section 6. Settlement. When a grievance is settled, except grievances resolved in Step 1 of the procedure for handling grievances, such settlement shall be reduced to writing and copies distributed to all persons involved.

Section 7. Arbitration Procedure. Any controversy which has not been satisfactorily adjusted in Step 3 of the grievance procedure may be referred in writing by the Union for arbitration no later than twenty (20) calendar days after the final decision in Step 3 is communicated to the Union. The parties shall meet promptly for the purpose of agreeing within ten (10) calendar days after the written request for arbitration is received by the University, the parties shall request the Federal
Mediation and Conciliation Service to provide a list of seven (7) Arbitrators, who are members of the National Academy of Arbitrators from the Chicago area. Each party shall alternately strike a name and the name remaining shall be the arbitrator. The loser of a coin flip shall strike first. The parties shall submit the grievance to be arbitrated in a written stipulation to the arbitrator.

Section 8. Authority of Arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding upon the University, the Union, the employee or employees involved and all other employees represented by the Union. The arbitrator may consider and decide only the particular grievance presented to him in written stipulation and his decision shall be based solely upon application or interpretation of the provisions of this Agreement. The arbitrator shall not have the right to alter, modify, or change this Agreement, nor shall his award, if any, be retroactive beyond thirty (30) days prior to the date the grievance was first presented in writing.

Section 9. Expenses. The expenses and the fee of the arbitrator shall be shared equally by the University and the Union. All other fees and expenses shall be borne by the party incurring them.

ARTICLE 7
UNION SECURITY

Section 1. All present employees who are members of the Union on the date of execution of this Agreement shall remain members of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of their employment on and after the 30th day following the beginning of their employment or on and after the 30th day following the effective date of this Agreement, whichever is the later.

Section 2. For the purposes of this Article, the obligation of any employee to become or remain a member of the Union shall be met upon the payment or tender of payment, of the initiation fees and dues uniformly required by the Union as a condition of membership.

Section 3. The University agrees that it will not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union. The Union agrees that it will not require of employees the payment, as a condition of becoming or remaining a member of the Union, of any fee which is excessive or discriminatory. The Union further agrees that its officers, members and agents will not engage in Union activity on the University's time (not including casual personal conversations between employees) or in such manner as to interfere with the efficient operations of the University.

Section 4. Check off. On receipt of written authorization from any employee, the University agrees to deduct from his pay, a Union initiation fee and Union dues, in amounts designated from time to time by the Union in writing. Such authorization, to be effective, shall conform to the provisions of Section 302, National Labor Relations Act, as amended. Deductions shall be made from the pay of employees for the first pay period in the calendar month unless the amount of such pay is insufficient, in which event deductions shall be made from subsequent paychecks within such calendar month. The Union will provide an authorization form.
Section 5. Indemnification. The Union shall indemnify and save the University harmless against any and all claims, demands, suits, or other liability which may arise out of, or by reason of, any action taken or not taken by the University for the purpose of complying with any of the provisions of this Article.

ARTICLE 8
SENIORITY

Section 1. Definition. Seniority is defined for the purpose of this contract as the length of time an employee of the bargaining unit has been continuously working in the bargaining unit defined in Article II of this Agreement. Seniority is applied to certain rights an employee may have relative to other employees in the bargaining unit such as the order of reduction in workforce and recall.

Section 2. Temporary Employees, Apprentices. Employees hired on a temporary basis shall not accumulate seniority for any purpose under this Article. In the event that a temporary employee’s status is changed to regular, full-time status, without a break in service, he shall be credited with all appropriate seniority retroactive to his first day of employment in the bargaining unit. Apprentices shall accumulate no seniority under this Article; however, upon qualifying as a journeyman, the employee shall be credited with appropriate seniority retroactive to his first day of employment in the bargaining unit.

Section 3. Seniority Accumulation. Seniority shall continue to accumulate during:

A. absences caused by illness or injury;
B. absence for military service to the extent provided in the Military Leave Act, (Uniformed Services Employment and Reemployment Rights Act) as amended;
C. absences for which the employee is paid such as vacation, sick leave, jury duty, etc;
D. any period of temporary transfer upon assignment by the University.

Section 4. Seniority Retention. Seniority shall be retained but shall not accumulate during:

A. leaves of absence approved by the University in writing;
B. temporary layoffs due to lack of work, subject to loss of seniority pursuant to Section 5 of this Article;
C. the period that an employee serves in a supervisory position following promotion, not to exceed the length of the employee’s accumulated seniority or for a period of three (3) years whichever is shorter.

Section 5. Loss of Seniority. All accumulated seniority shall be lost and the employment relationship shall be terminated when an employee:

A. resigns or retires;
B. is discharged for cause;

C. is absent for three (3) consecutive workdays without notifying the University of a reasonable excuse therefore;

D. fails to return from a University-approved leave of absence, unless the employee furnishes an acceptable excuse;

E. fails to report for work within ten (10) days after notice of recall following a temporary layoff. The requirements for notification to return to work shall be considered satisfied if the University makes such request by certified mail to the last address on record provided by the employee;

F. is laid off for a period equal to his length of seniority accumulated immediately prior to the date of layoff or for a period of three (3) years, whichever is the shorter.

Section 6. Layoff Procedure. In the event of a reduction in force resulting in the displacement of employees, probationary employees working within the affected classification(s) shall first be laid off. If further reduction is necessary, non-probationary employees shall be displaced from each classification affected in order of seniority accumulated therein, least senior employee first. The University agrees to provide at least two (2) weeks written notice preceding any reduction in force resulting in the layoff of any bargaining unit member.

For purposes of this Section, the classification of Instrument Designer and Maker, and Instrument Designer and Maker - Working Foreman shall be the same.

Section 7. Recall Procedures. In the event of an increase in the work force following a reduction, laid off employees shall be recalled to their regular job classification in accordance with seniority, most senior laid off employee first. If no employees are laid off or remain laid off, employees transferred to other vacancies in lieu of layoff shall be recalled to fill any vacant position in their former classification.

Section 8. Displacement of Employees. An employee displaced due to reduction in force may use his accumulated seniority to displace the least senior employee in his or a lower classification provided he has more bargaining unit seniority than the employee he seeks to displace. Employees seeking to displace other employees pursuant to this Section must have the skill and ability to perform the work of the position sought. An employee displacing another employee in a lower classification shall receive not less than the beginning rate for the lower classification and in no case shall he receive a higher rate than that he was receiving in his previous position.

Section 9. Layoff Severance Option. Laid off employees may elect to receive a service-based severance payment in lieu of being placed pursuant to the provisions of this Agreement, provided they have completed five (5) years of service. Eligible employees who elect severance shall be eligible for a lump-sum payment equal to one (1) week of pay for every year of service, with a maximum payment of thirty-five (35) weeks. Such employees shall be ineligible to apply 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 eligibility, such employee's seniority date shall commence on the first day of continuous service in the new position.

Section 10. Job Posting.

A. In the event that a vacancy develops in a job classification covered by this Agreement, such vacancy shall first be filled by recalling employees as described in Section 7 of this Article. Non-probationary employees in the bargaining unit desiring promotion to such vacancy may apply during the period of posting in accordance with the University's application procedure.

B. The University shall bring to the attention of its employees new positions and vacancies in existing positions by posting these positions for a period of at least seven (7) working days except when emergency conditions require such vacancies to be filled within a shorter period of time. Such notices shall identify the vacant job by a special I.D. number and show the name of the department, location of the job, the title, working hours, the rate of pay, the date the job needs to be filled and the date applications for the job will be closed.

C. As between two (2) or more qualified applicants, bargaining unit employees will be given first consideration for the vacancy. Where applicants are bargaining unit members and skill and ability is relatively equal, primary consideration shall be given to seniority.

D. For purposes of this Section, seniority shall be computed as equal to an employee's length of continuous service within the bargaining unit covered by this Agreement.

E. Nothing herein 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 hiring new employees to fill such vacancy in the event no qualified employees apply. Any employee who applied for and is assigned to fill a vacancy in another shop unit may, within thirty (30) days thereafter, be re transferred by the University or may elect to return to his former job displacing the employee, if any, who replaced him.

Section 11. Steward. The University and the Union recognize that continued cooperation between them, can be effectively enhanced by the presence, on the job, of a Union representative. Accordingly, a single steward may be designated in writing by the Union from employees within the bargaining unit. For the purposes of Section 7 of this Article only, the steward shall be the last employee to be displaced from his regular job classification in the event of a reduction in force within his classification provided, further, that the steward must be capable of satisfactorily performing the available work.

Section 12. - Seniority List. The University shall maintain records and on the first of January each year post on the employees bulletin board a list of employees in the bargaining unit with the dates of their last continuous employment with the University.
ARTICLE 9
SICK LEAVE, EXCUSED ABSENCES AND LEAVES OF ABSENCE

Section 1. Sick Leave With Pay.

A. Employees shall be entitled to sick leave pay after one hundred twenty (120) days of service, or after completion of the probationary period. Sick leave time shall be accrued by each eligible employee from the date of hire.

B. Sick leave with pay shall accrue at the rate of 10 days per year for employees hired prior to November 1, 1995. Employees hired on or after November 1, 1995 shall accrue sick leave at the rate of 9 days per year up to a maximum of sixty-two and one-half (62.5) working days or 500 hours for full-time employees. No sick leave shall accrue for any month during which the employee is absent for more than one-half (1/2) of their standard working hours except where absence is due to paid vacations, paid holidays, paid funeral leaves, jury duty, voting time off or paid military leave. Sick leave with pay shall accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Diseases Act.

C. Employees hired on or after January 1, 1982 shall not be paid for the first two (2) days of absence for each illness until they have completed eighteen (18) months of service, except when sick leave is used to cover up to a maximum three (3) work days that are not paid for in connection with Worker's Compensation benefits. Any employee's sick leave allowances shall be applied only to absence 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 a certificate issued by a physician licensed to practice medicine or his/her designee as proof of illness. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

D. Employees unable to report for work shall so inform their department as soon as possible, and in accordance with the established call-in procedures. 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.

E. Full time employees eligible for use of sick leave with pay may use accrued sick leave for scheduled doctors' appointments. Employees utilizing sick leave for such purposes shall inform departmental supervision as far in advance as possible.

F. Only the standard working hours lost due to absence because of illness shall be charged against the employee's sick leave credits.

G. Compensation during allowable absence because of illness or injury shall be at the employee's basic straight-time hourly rate.
H. The balance of employee's sick leave credits shall lapse when he resigns or is discharged and is not rehired within thirty (30) days following resignation or discharge, except as provided in Section 2 of Article XXII of this Agreement.

Section 2. Absence for Jury Duty. Employees who are summoned and report for jury service shall be excused from work for the days on which they serve as a juror and 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, the employee should notify his supervisor as soon as possible upon receiving a summons to serve as a juror. A copy of the summons may be required by supervision.

It is understood that if employees are called to serve as a juror and they are temporarily excused from such service or are not required to serve as a juror on any of their regularly scheduled workdays, they will report for work during scheduled working hours. Supervision may require proof of days and times served.

Section 3. Leaves of Absence.

A. Employees covered by this Agreement shall have the right to make application for leaves of absence for justifiable reasons provided they have completed one (1) year of continuous service. Application for leave of absence shall be made on University Leave of Absence Request Form. The University will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration of any leave of absence. A leave of absence due to continuing, bona fide illness or disability that prevents an employee from working will be approved for a period ending not later than six (6) months from the time the employee's absence began. Such a leave will begin after the exhausting of accrued sick leave and vacation time. Each employee granted a leave of absence will receive a copy of the approved leave Form. Leaves of absence shall be without pay and, at the University's discretion; they may be extended upon receipt of written request for such extension.

B. The University will provide Family Leave as required by law, subject to the regulations and requirements of the Family Medical Leave Act (FMLA). Family Medical Leave of Absence Request Form is used to support such leave requests.

C. During any approved Leave of Absence or during layoff, an employee may retain coverage under the various insurance plans. The University will continue its share of premium costs for three (3) months; after three (3) months the employee pays full premiums for the plans. Retention of insurance coverage is required during leaves of three (3) months or less. Arrangements for the payment of premiums are to be made with the University's service provider engaged to collect such premiums. During any leave of absence, an employee does not accrue sick leave or vacation credits and is not eligible for any paid time benefits; however, all such benefits become available to the employee, but not retroactively for the period of the leave, as soon as the employee resumes work after leave of absence. An employee on approved leave of absence will be terminated from employment if he fails to return to work when the leave of absence expires, unless he has
a compelling reason, acceptable to the University for his inability to return. Falsification of
leave of absence application shall be cause for disciplinary action including discharge.

Section 4. Military Leave. The University will provide military leave as stated in the University policy
or as required by law.

Section 5. Funeral Leave.

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

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

C. 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.

D. It is understood that the University has the right to request verification of relationship,
death and distance traveled before paying benefits under this Article. It is further
understood that the University may request an employee to complete a form indicating
the name and relationships of relatives covered by this Section.

Section 6. Military Reserve Training Leave. The University will provide Military Reserve Training
Leave as stated in University policy or as required by law.

ARTICLE 10
AUTHORIZED UNIVERSITY HOLIDAYS

Section 1. Holidays Enumerated. Authorized University Holidays consist of eight (8) Regular
Holidays and five (5) Personal Holidays each calendar year. 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 after Thanksgiving and Christmas Day.

Section 2. Holiday Pay and Eligibility. Employees who have completed thirty (30) days of
continuous service and are in active pay status shall be paid eight (8) hours at their regular straight-
time hourly rate for each of the above authorized regular University Holidays except where:

A. the employee is absent from work on his regularly scheduled day preceding or following
any holiday, unless the absence was previously authorized or subsequently approved by
supervision,
B. the employee is scheduled to work on the Holiday but fails to work his scheduled hours. An acceptable reason may be approved by supervision,

C. the employee is on lay off or leave of absence status, and the regular holiday falls ten (10) working days after the onset of the layoff or leave period.

Section 3. Holidays During Vacation. When an Authorized University Holiday falls during an eligible employee's vacation period, he shall receive an additional day's pay, or, if mutually agreed, his vacation shall be extended by one (1) additional day to compensate therefor.

Section 4. Personal Holidays.

A. In addition to the eight (8) regular University Holidays, each employee who works twenty (20) hours or more per week is eligible for the accrual of Personal Holidays and for the use of such holidays after completing one hundred twenty (120) days of service. Personal Holidays are accrued by eligible employees as follows:

On January 1 of any calendar year, two (2) personal holidays.

On April 1 of any calendar year, one (1) Personal Holiday

On July 1 of any calendar year, one (1) Personal Holiday

On September 1 of any calendar year, one (1) Personal Holiday

B. A new employee who completes his probationary period prior to any of the accrual dates in the above paragraph shall be entitled to personal holiday accrual for the remainder of the year on the schedule specified above.

C. An eligible staff employee's accrued personal holiday balance expires each calendar year. An eligible employee who fails to request accrued personal holidays during the calendar year following unit guidelines is not entitled to "carry-over" personal holidays into the next calendar year.

D. The Personal Holidays shall be taken on days chosen by the employee, subject to his having given a minimum of two (2) weeks' notice and provided his absence on that day will not unduly hamper operations.

E. The employee who has one (1) or more Personal Holidays accrued but not used may, subject to departmental approval, use the day(s) as emergency day(s) off with pay when circumstances justify such use. When an employee wishes to make such use of the day(s) he must notify his department as soon as possible, in no case later than his scheduled reporting time, and specify the reason for his absence.

F. It shall be each employee's responsibility to request his Personal Holidays, observing the rules of his Department. Failure to request his holidays shall not entitle an employee to "carry over" holidays into the next calendar year nor entitle him to extra payment in lieu of the holidays. Departments will post notice of accrued, unused Personal Holidays during the first week of November each year and employees will be required to schedule the
dates of their remaining Personal Holidays not later than the second week of November each year.

G. An employee who is eligible for use of accrued vacation time may use a vacation day, subject to the same conditions, as a personal emergency day when he has no Personal Holiday accrued.

H. If, due to emergency reasons, a Department must ask an employee to forego his scheduled Personal Holiday within one (1) workweek of the scheduled day, the employee shall be paid time and one-half for hours worked on that day and his 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.

I. Employees who terminate for any reason or who are laid off will be compensated for accrued but unused Personal Holidays at time of termination or layoff.

J. An employee who is on layoff or leave of absence status on any of the above accrual dates shall not accrue the Personal Holiday for that date.

ARTICLE 11
VACATION

Section 1. Amount of Vacation.

A. Employees covered by this Agreement shall be eligible for an annual vacation with pay after twelve (12) months of continuous service.

B. The length of the annual vacation with pay for an eligible employee hired in the bargaining unit shall be as follows:

1. At least one (1) but less than eight (8) years of service: Three (3) weeks (120) hours.
2. Eight (8) but less than twenty (20) years of service: Four (4) weeks (160) hours.
3. Twenty (20) years of service or more: Five (5) weeks (200) hours.

Section 2. Vacation Eligibility Accrual. Vacations shall be accrued 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, but no vacation shall accrue for a calendar month during which the employee is in out-of-pay status, on paid sick leave or leave of absence for more than one hundred (100) standard working hours during that month.

Authorized absences caused by illness or injury and approved leaves of absence shall not be interpreted as an interruption of continuous service for the purpose of computing the employee's years of service.
Section 3. Vacation Scheduling. Insofar as may be consistent with the needs of the University, vacations will be granted at the time of year selected by the employee provided that where more vacations are requested than can be granted simultaneously, preference shall be given to employees on the basis of seniority. For purposes of this Section, requests for vacation time may be made at any time prior to June 1st of any year. Any employee who requests vacation after June 1st of any year forfeits his right to scheduling preference on the basis of seniority. Employees may elect to use accrued vacation time to fit their need, but in no case, for less than one (1) hour.

Section 4. Special Consideration. Subject to the limitations in the first sentence of Section 3 of this Article, if an employee makes a request for vacation period on or before March 1st of any year, or one hundred twenty (120) days in advance of the requested time, because the employee is required to make a binding commitment, such request will be honored without regard for seniority and regardless of Section 5 of this Article.

Section 5. University Emergencies. The University may, to meet emergencies, request an employee to forego all or any part of his annual vacation, but in all such cases, the University shall pay the employee the vacation allowance to which he is entitled in addition to the standard compensation earned by him by working during said vacation period. The University shall not request an employee to forego all or any part of his vacation for two (2) successive years. However, if an employee is requested to forego any or all of his vacation period under this Section and he then elects to choose a second vacation period, which period must be at least thirty (30) days after his first vacation choice period would have been completed, he will be granted the second period regardless of the provisions of this Section.

Section 6. Basis for Vacation Pay Computation. Compensation during paid vacations shall be at the employee's basic straight-time hourly rate in effect at the time the vacation is taken.

Section 7. Vacation Pay - Termination or Layoff. Eligible employees who terminate employment or who are laid off, and who have completed twelve (12) months of continuous service with the University shall be paid for accrued vacation due up to the effective date of such termination or layoff. However, employees who are discharged for cause or who resign without giving at least ten (10) working days' notice shall not receive such payment.

Section 8. Unpaid Vacation. Insofar as may be consistent with the needs of the University, each bargaining unit employee may at his/her option be granted a maximum of two (2) weeks of unpaid vacation at the time of year selected by the employee. However, where more vacations are requested than can be granted simultaneously, preference shall be given to employees on a first come, first served basis.

ARTICLE 12
NO STRIKE - NO LOCKOUT

Section 1. During the term of this agreement or any extension thereof, neither the Union nor the 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 2. The University agrees that there will be no lockout of its employees during the life of this Agreement.

Section 3. It is understood and agreed that in the event of any strike, work stoppage or interruption or impeding of work on the part of any employee during the life of this Agreement, there shall be no liability on the part of the Union or any of its officers, agents, or members. It is further understood and agreed that in the event of a strike, work stoppage or interruption or impeding of work, the Union will, within twenty-four (24) hours, officially notify its members to return to work. In the event such members do not immediately return to work, the University shall be free to exercise disciplinary measures upon them, including discharge. In the event a grievance is submitted protesting such penalty the sole question before the arbitrator shall be whether the employee engaged in conduct violative of said prohibitions.

ARTICLE 13
BENEFITS

Section 1. Eligibility. During the term of this Agreement employees shall become and 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. Group Life Insurance Plan
C. Long Term Disability Plan
D. Health Care Benefits Plans
E. Tuition Reduction Plan (University of Chicago courses for employees and their children)
F. Long Term Care Insurance
G. Dental Insurance
H. Staff and Faculty Assistant Program
I. Personal Accident Insurance Plan
J. Staff Undergraduate Tuition Assistance Program
K. Flexible Spending Accounts
L. Qualified Transportation
Section 2. Worker’s Compensation. Employees hired subsequent to September 1, 1963 will be provided with benefits comparable to those provided by the Illinois Worker's Compensation and Occupational Diseases Act to employees of employers covered by said Acts. Such employees may elect to supplement such benefits for lost time due to job-connected injury or illness by charging the difference between payment from the Insurance Carrier and regular net compensation to accumulated, unused sick leave or vacation.

Employees who have been continuously employed in the Physical Sciences Division since on or before September 1, 1963, and who remain continuously in that Division, shall be paid the difference between such benefits and regular net compensation without having such payments charged to accumulated, unused sick leave or vacation, subject to the following limitations:

A. Such supplemental payments shall be paid for a maximum of six (6) months immediately following the date of the accident or illness giving rise to Worker's Compensation benefits.

B. Supplemental payments made by the University under this Article shall be made on the basis of the net compensation of the employee during the specified period of disability.

C. Payments made under the Long Term Disability Insurance coverage to University employees shall be deducted from supplemental payments made by the University under this Article.

D. The supplemental benefits provided by this Article shall not be available to employees in any other University Division or operating unit.

Section 3. Extension of University Benefits. The University agrees that, during the life of this Agreement, should any improvement in any benefit be granted to any other non-professional University employees whose present benefits are similar to those provided in this Agreement, the same improved benefit shall apply to employees covered by this Agreement. Benefits covered by this Section are sick leave, holidays, vacation and other programs enumerated in Article XIII, Section 1 of this Agreement.

ARTICLE 14
RETIREMENT INCOME PLAN

All employees are covered by the terms of the University’s Retirement Income Plan for Employees (“ERIP”) as amended effective July 1, 2005. A Summary Plan Description describing the plan is available online at hr.uchicago.edu/benefits and in print form from the University’s Benefits Office.

Effective July 1, 2005, the University’s contribution to the defined contribution portion of ERIP increased from 2% to 2.5%. Voluntary participation at age twenty-five or after completion of one year of service was eliminated. The mandatory enrollment requirement will be age twenty-one (21) and one (1) year of service. A new three-year cliff vesting schedule was added to the defined contribution portion for employees hired on or after July 1, 2005. Employees hired before July 1, 2005 continue to be fully vested in their defined contribution accounts. For all employees, the five-
year cliff vesting schedule formerly applicable to the defined benefit portion was accelerated to a three-year cliff vesting schedule.

ARTICLE 15
HEALTH AND SAFETY

Section 1. 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.

Section 2. All employees shall conform to all health and safety rules of the University presently in effect or which may be put into effect from time to time by the University.

Section 3. The University shall continue to provide protective devices or other equipment necessary for the proper protection of employees as determined by the University. Employees will wear and/or utilize such devices or equipment as directed.

Section 4. A member of the bargaining unit to be appointed by the Union is to have responsibility for reporting of unsafe conditions to management and suggesting subjects involving safety for discussion in regular Union-Management Conferences.

ARTICLE 16
BULLETIN BOARDS

The University shall permit the Union to post notices of its meetings and other Union activities on bulletin boards normally used for posting notices to employees. Copies of all notices shall be provided to the Manager of the Central Shop with an additional copy to the Director of Labor Relations.

ARTICLE 17
ACCIDENT AND SICKNESS

The University agrees to provide Accident and Sickness coverage for employees who have completed their probationary status. Following is a general description of the benefits and conditions of this plan:

A. Any eligible employee who is absent from work because of a non work connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence.

B. The benefit payment will be sixty-percent (60%) of basic straight-time hourly earnings. Such benefits to continue so long as the employee is disabled until the end of a thirteen (13) week period that begins with 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 18
UNION-MANAGEMENT CONFERENCES

Section 1. Periodic-Union Management Meetings. The University recognizes the need for periodic meetings to promote efficient management, harmonious employee relations and discuss mutual problems. It is therefore agreed that bi-monthly meetings may be held during the first full week of January and every other month thereafter between the Shop Committee and Management. Such meetings shall be referred to as "Union-Management Conferences". The Shop Committee shall be limited to three (3) members and no members of the committee will lose pay for time spent during his regularly scheduled working hours in these meetings.

At the request of management, a representative of the Union shall be present at any specified meeting.

Section 2. Performance Review. All employees shall have a Performance Review annually on the employees' anniversary date. This review shall be conducted with the Shop Supervisor during working hours. The Performance Review is to advise the employee of how he is doing to date and how he can improve in the future. It is specifically understood that this is not a wage review, however, if a wage increase is justified, this Article does not prohibit the increase.

ARTICLE 19
CORRECTIVE ACTION

Section 1.

A. 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 workplace misconduct may warrant immediate discharge. Examples of serious misconduct are outlined in the University's Corrective Action Policy. No corrective action shall be taken without just cause.

B. Employees shall be furnished a copy of the corrective action notice when issued, and a 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 he is seeking pursuant to Article VIII of this Agreement. Corrective actions in an employee's file will not be furnished or shown to prospective employers absent specific authorization by that employee.

C. 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.
Section 2. 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 progressive corrective action as stated in the University policy guidelines on Substance Abuse (U604), dated October 17, 2003.

ARTICLE 20
SAVINGS AND SEPARABILITY

If any Article or Section of this agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or any 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 of competent jurisdiction, then, upon request of 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. In no event shall the operation of any other Article or Section be affected during the period of such negotiations.

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended only to provide a basis for calculating straight-time, overtime and premium payments. There shall be no pyramiding of overtime or premium payments, nor shall same be paid under more than one (1) provision of this Agreement for the same hours worked.

Section 2. Workday and Workweek. The workweek for payroll purposes shall commence at 00:00 Sunday and end at 24:00 the following Saturday. The normal workweek of the employee shall be forty (40) hours consisting of five (5) eight (8) hour days. The normal working hours per day shall be eight (8).

Section 3. Overtime and Premium Payments. Time and one-half of the straight-time hourly rate shall be paid as follows:

A. For all hours worked in excess of eight (8) hours in a workday.

B. For all hours worked in excess of forty (40) hours in a workweek.

C. For all hours worked on the sixth or seventh day of any workweek.

Employees required to work in excess of twelve (12) consecutive hours shall be paid two (2) times their basic straight-time hourly rate for all hours in excess of twelve (12).
Section 4. Overtime for Work on a Regular University Holiday (excluding the Friday after Thanksgiving). An employee who is required to work on a regular University Holiday shall be compensated therefor at two and one-half (2 1/2) times his basic hourly rate, for a minimum of three (3) hours or the actual hours worked, whichever is the greater; or, at the option of the employee, shall be compensated at one and one-half (1 1/2) times his basic hourly rate for a minimum of three (3) hours or the actual hours worked, whichever is the greater, and receive an additional day off with eight (8) hours of pay at his basic straight-time hourly rate. Such day off shall be taken within seven (7) days preceding the holiday or fourteen (14) days following the holiday.

Employees who work the day after Thanksgiving shall be paid straight-time hourly rate for hours worked, and will receive equivalent time off within thirty (30) days of the holiday.

Section 5. Off-site Work. Employees will be compensated an additional $2.00 per hour above their wage rate for all assigned hours worked off site, provided the off site work location is greater than a sixty (60) mile radius from the Central Shop’s campus address.

ARTICLE 22
WAGES

Section 1. Wage Increases. Effective the first full pay period after May 1, 2015, wages for each employee shall be increased by 3%, effective with the first full pay period after May 1, 2016, wages for each employee shall be increased 2%, and effective the first full pay period after May 1, 2017, wages for each employees shall be increased by 1%. Actual wage rates are reflected in Schedule A.

Section 2. Starting Wage Rates. Starting/probationary wage rates for newly hired employees shall be increased to the non-probationary wage rate after one hundred twenty (120) days, or at the completion of the employee’s probationary period, whichever comes earlier.

Section 3. Compensation Upon Retirement.

A. Any employee hired prior to November 1, 1995 and 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 fifteen (15) years of continuous service and terminates from the University in good standing shall at that time become eligible for additional compensation based on all of the following:

1. Eligible employees must have a balance of accrued sick leave hours.

2. Eligible employees shall receive additional lump-sum compensation determined by multiplying 40% of up to a maximum of 1050 hours of their unused accrued sick leave hours at that time, by the employee’s basic straight-time hourly rate, not to exceed 420 hours pay.

3. Such lump-sum compensation 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.
B. Any employee hired on or after November 1, 1995 and 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 twenty (20) years of continuous service and terminates from the University in good standing shall at that time become eligible for additional compensation based upon subsections A., B., and C. above.

ARTICLE 23
TERMINATION OF AGREEMENT AND NOTICES

Section 1. Period of Agreement. This Agreement shall remain in full force and effect to and including the 30th day of April, 2015 and shall continue from year to year thereafter unless written notice of desire to cancel, terminate or amend is served by either party upon the other at least ninety (90) days prior to the 30th day of April, 2015 or April 30 of any subsequent year.

Section 2. Entire Agreement. The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
## SCHEDULE "A"

It is understood and agreed that employees in the bargaining unit are assigned to the indicated classification as a result of the negotiations for this Agreement.

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1. Newly hired employees shall receive Starting/Probationary wage rates in accordance with Section 2 of Article 22.

2. Nothing in the above schedule shall prohibit the University from granting merit increases with the approval of Human Resources.

3. Instrument Designer/Maker Working Foreman shall receive $2.00/hr over his wage rate then in effect.

4. Included in the first paycheck in which members of the bargaining unit receive the salary increases specified above, shall be a signing bonus of $400.00.

5. Annual pay increases will be effective the first full pay period after May 1st each year of the contract.
Signed this 6th day of April, 2015.

AUTOMOBILE MECHANICS' LOCAL NO.
701 INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL-CIO

Mark Utley

Gordon Ward

THE UNIVERSITY OF CHICAGO

James Gee

Emily Backe

Karin Wuebker

Barb Lindner