COLLECTIVE BARGAINING AGREEMENT

By and between

UNIVERSITY OF CHICAGO

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
OF CHICAGO, ILLINOIS AND VICINITY
LOCAL 399

July 1, 2016 to June 30, 2019

1155 East 60th Street Building
6045 South Kenwood Avenue Building
950 East 61st Street Building
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ARTICLE 1  PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between The University of Chicago ("University") and Local No. 399 of the International Union of Operating Engineers ("Union") representing the Employees in the bargaining unit (referred to in this Agreement as either "Employees" or "Engineers"), and to make clear the basic terms upon which this 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-JURISDICTION

The University recognizes the Union as the exclusive collective bargaining representative for all employees engaged in the following operations in the buildings covered by this Agreement: operating or assisting in operating all heating, ventilating, an air-conditioning equipment (HVAC), engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes. The Union has represented to the University that its jurisdiction is as stated in Schedule "A".

ARTICLE 3  RESPONSIBILITY FOR WORK

The bargaining unit employees, consisting of Engineer, and where applicable, Assistant Chief Engineer and Chief Engineer, will be responsible for and will operate and maintain in good running order all machinery and equipment for which they are responsible. They will perform all work that has traditionally and historically been within the work jurisdiction of the Engineers, except that they will not be required to perform major repairs not reasonably expected of an Engineer or monitor equipment while away from the job site without compensation for time spent in such activity.

ARTICLE 4  NON-DISCRIMINATION

Neither the University nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, sexual orientation, color, age, religion, creed, national or ethnic origin, gender identity, ancestry, disability or other legally protected characteristics. The University will attempt to provide a reasonable accommodation to an applicant or employee in accordance with the law and its regulations. Any dispute about reasonable accommodations will be subject to the grievance and arbitration procedure.

Whenever in this Agreement the masculine gender is used, it includes the feminine gender.
ARTICLE 5  MANAGEMENT RIGHTS

Except to the extent expressly limited by a specific provision of this Agreement, the University reserves and retains all rights which existed prior to the execution of this Agreement. Such rights include, but are not limited to, the right to manage the business of the University; to determine standards of instruction, 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 the 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 or transfer Employees to any building served by I.U.O.E. Local 399, to discipline, or discharge Employees for just cause; and to utilize all Employees wherever and however necessary in cases of emergency or in the best interest of the University; provided, however, that the rights stated or implied here will not be exercised in a manner inconsistent with or contrary to the provisions of this Agreement.

ARTICLE 6  UNION MEMBERSHIP

It will be a condition of employment that all Employees of the University covered by this Agreement who are members of the Union on the date this Agreement is signed will remain members and those who are not members on the date this Agreement is signed will, on the 91st day following the date of the signing of this Agreement, become and remain members of the Union. It will also be a condition of employment that all new employees covered by this Agreement and hired on or after the date of the signing of this Agreement will, on the 91st day following the beginning of such employment, become and remain members of the Union.

ARTICLE 7  CHECK-OFF

A. The University agrees to deduct union dues from Employees’ wages provided Employees execute a dues check-off authorization card.

B. The University also agrees that for the full term of this Agreement or any renewal, it will deduct union dues from the earnings of Employees who have signed the dues check-off authorization card and filed it with the University. The University will remit the total deductions to the Treasurer of the Local Union or to such person as may be designated by the Union. The authorization form will be irrevocable for the period of one (1) year from the date an Employee signs it.

ARTICLE 8  FED PAC

A. The University will deduct ten dollars ($10.00) per month from the wages of each Employee who fills out and signs a voluntary authorized deduction form. These authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the University. Payments will be made either by a separate check payable to Local 399 IUOE FED PAC or via wire transfer at the University’s option.
B. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE FED PAC has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the University for the costs of such administration.

ARTICLE 9 NEW EMPLOYEES

New Employees are probationary and 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 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 such an agreement will be furnished to the Union. During the probationary period, Employees may be laid off or terminated at the sole discretion of the University, provided, however, that this discretion may not be exercised arbitrarily or in violation 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 XIX of this Agreement.

ARTICLE 10 DISCHARGES

No Employee will be discharged except for just cause. In the case of gross misconduct (including, but not limited to dishonesty, theft, insubordination, willful destruction of the University's property, possession or unauthorized use of controlled or illegal substances on the premises, or working under the influence of drugs and/or alcohol), Employees may be subject to summary discharge without prior notice. Subsequent written notice of the discharge will be provided to the Employee and the Union within five (5) days of the discharge. The notice will state the reasons for the discharge and will be signed by a representative of the University.

ARTICLE 11 WORK WEEK

SECTION 1. PURPOSE. This article is intended only to provide a basis for calculating straight time and overtime payments and should not be construed as a guarantee of hours worked per day or per week.

SECTION 2. OVERTIME. The parties agree upon a forty (40) hour work week which is to consist of five (5) consecutive work days of eight (8) hours each. Days off will be consecutive. Overtime is computed at the rate of one and one-half (1 1/2) times for all time worked over forty (40) hours in one work week or eight (8) hours in any one (1) day. Time and one half will be paid for all work performed on the sixth (6th) day of any one (1) work week. Double time will be paid for all work performed on the seventh (7th) consecutive day of any one (1) work week. There will be no duplication or pyramiding of overtime. The work week will normally begin at 12:01 A.M. Monday and end at 12:00 midnight the following Sunday.

SECTION 3. ANCILLARY PAY PRACTICES.

A. EARLY REPORTING PAY. An Employee who is called in to work early will be paid time and a half (1 1/2 times his regular hourly rate) for hours worked prior to the start of his regular shift, with a minimum of four (4) hours pay at time and a half.
B. **CALL-BACK PAY.** An Employee who is called back and returns to work to work within twelve (12) hours of his last shift will be paid double time (2 times his regular hourly rate), with a minimum of four (4) hours pay at double time.

C. **PAY FOR WORK ON SCHEDULED DAY OFF.** An Employee required to work on a scheduled day off will receive a minimum of four (4) hours pay at straight time if the employee has worked less than forty (40) hours in that week. If the Employee has worked more than forty (40) hours in that week, he will be paid at the premium rate specified in Section 2 of this Article.

**ARTICLE 12  401(K) PLAN**

A. The Union has established a multi-employer deferred compensation 401(k) employee savings plan, the Local 399 Deferred Compensation Trust and Plan (Trust) which does not require or provide for matching contributions by the University. The University will make a 401(k) deduction for an Employee who wishes to participate in the Trust.

B. The University agrees that an Employee (participant) will be ineligible if his hourly rate of pay places him in the category of a “Highly Compensated Employee” (HCE) which equals or exceeds the current IRS level for HCE status for the year. The University further agrees that only compensation based on an employee’s 40 hour work week will be eligible for 401(k) deferrals. Overtime, bonuses, and all other forms of compensation are ineligible for 401(k) deferrals. The University agrees the Trust will be administered in accordance with its terms by a Board composed of an equal number of employer and employee designated trustees. The University ratifies and confirms the composition of the Board as now or later constituted.

**ARTICLE 13  SENIORITY**

Seniority within classification will be recognized and govern choice of vacation. Seniority will be applied as a factor in determining transfers within the bargaining unit, layoffs, call backs, selection of jobs and shifts. In the case of promotions, where the qualifications of Employees seeking a promotion are substantially the same, seniority will be the deciding factor.

**ARTICLE 14  LEAVES**

**SECTION 1. LEAVES OF ABSENCE.** In the case of an inability to work due to physical disability or illness, an employee will be entitled to a leave of absence. In any twelve (12) month period, a leave of absence will not exceed the cumulative maximum of six (6) months after one year of service or, in the case of employee with less than one (1) year of service, the cumulative maximum of one-half (1/2) the employee’s length of service except that this may be extended in hardship cases by mutual agreement. An employee with a bona fide work injury will be entitled to a maximum of six (6) months leave of absence. In addition, the University will continue to make payments to the Local No. 399 Health Fund and Local No. 399 Pension Trust Fund for an employee for the leave of absence period. If the University voluntarily extends the leave of absence beyond the period required by this Article, it is not obligated to continue making payments to the Funds during the period of extension.
SECTION 2. BEREAVALMENT LEAVE. The University agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate and extended family, up to and including a maximum of three (3) scheduled work days at straight time. The term “immediate and extended family” means spouse, parent or foster parent, child, brother, sister, University approved domestic partner, step-parents, step-children, father-in-law, mother-in-law, grandparent, grandchild, or father or mother of the employee’s University-approved domestic partner.

A. The employee is allowed three (3) consecutive days of leave immediately following the death, if requested. The employee will be paid only for those days that fall on his/her regularly scheduled work days.

B. The employee is allowed one additional day of paid leave (for a total of four (4) days paid leave) if travel more than 500 miles each way is involved.

SECTION 3. JURY DUTY. The University will compensate employees for the difference between the employee’s regular pay at straight time, excluding overtime, and the amount received for jury service. In order to be eligible for a leave of absence for jury duty employees are required to provide sufficient notice and documentation at the time the leave request is made.

SECTION 4. SICK LEAVE PAY. Employees who have accumulated a minimum of six (6) months of service with the University will be entitled to four (4) days of sick leave in each year of employment, measured from the date of hire, without suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Effective July 1, 2017, the number of sick days will increase to five (5) days of sick leave in each year of employment, measured from the date of hire. Employees may carry over any unused sick days from year to year, up to the maximum accumulation of ten (10) days. An employee will notify the University promptly in order to be eligible for sick leave and will, on request of the University, present medical evidence of his/her illness.

SECTION 5. PERSONAL DAYS. Employees will receive a total of four (4) personal days per year. Employees will give reasonable advance notice of the dates requested for personal days and, in the event that the University cannot accommodate multiple requests for the same date, preference will be given to the most senior employee.

ARTICLE 15 VACATIONS, HOLIDAYS & HOLIDAY PAY

SECTION 1. VACATION.

A. Any employee who has been in the service of the University continuously for the time periods stated below will be eligible for annual vacation as stated below:

<table>
<thead>
<tr>
<th>Time Worked</th>
<th>Vacation Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Twenty (20) years</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

B. An employee who is terminated or laid off will be paid for accrued, unused vacation to the extent required by the law.
C. No vacation will accrue in a month during which an Employee is absent for more than one half \( \frac{1}{2} \) of his standard working hours except where the absence is due to paid vacation, paid holidays, paid funeral leave, jury duty, voting time off or paid military leave.

D. If any one of the following holidays, New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Martin Luther King Day falls within an Employee’s scheduled vacation, he will receive one \( (1) \) extra day’s pay in addition to his normal vacation pay.

**SECTION 2. HOLIDAYS.** The following days, or the days on which they are observed by the University, will be observed as holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

**SECTION 3. HOLIDAY PAY.** Employees will be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. An Employee required to work on any of the above-mentioned holidays will be paid two and a half \( (2.5) \) times such Employee’s rate for all hours worked. An Employee scheduled to work who fails to report to work will receive no pay. If an Employee’s regularly scheduled day off falls on a holiday, the Employee will be paid for six \( (6) \) days for the week which includes the holiday and the sixth day will be compensated at regular straight time pay.

**ARTICLE 16 DISPUTES – NO STRIKE CLAUSE**

**SECTION 1.** During the term of this Agreement or any extension, the grievance-arbitration procedure, and those remedies available by law, will be the sole and exclusive means for settling any dispute between the Union and the University. The Union, its members, agents and/or representatives, will not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor will any Employee instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, walkout, work stoppage, boycott, picketing, hand-billing, or other interference with any operation(s) of the University. The Union will cooperate with the University throughout any such period in continuing operations in a normal manner and actively prevent or terminate any violations of the prohibitions in this Article.

**SECTION 2.** Any Employee who violates Section (1) of this Article will be subject to disciplinary action up to and including termination of employment. Where disciplinary action has been taken against an Employee for violating Section (1), the Employee and/or the Union may challenge the discipline through the grievance-arbitration procedure. However, should the Union appeal to arbitration, the Arbitrator’s jurisdiction will be strictly limited to determining whether the Employee(s) violated Section (1) of this Article. Should the Arbitrator determine that the Employee(s) involved did so; the Arbitrator will have no power whatsoever to disturb or modify the disciplinary action. If the Arbitrator finds that the Employee did not violate Article (1), the Arbitrator may order any remedy he deems appropriate.

**SECTION 3.** In the event that any violation of the provisions of this Article occurs, the Union will promptly:

A. Notify all Employees, with a copy to the University, that the violation is prohibited by this Article and is in no way sanctioned or approved by the Union;

B. Order all Employees to cease and desist from such violations and to return to work immediately; and
C. Publicly disavow such action by the Employees or other person(s) involved.

SECTION 4. In the event that any violation of the provisions of this Article occurs, neither party will meet to discuss the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

SECTION 5. The University will not lock out any or all of its Employees during the term of this Agreement or any extension.

ARTICLE 17 WAGES AND COMPENSATION

SECTION 1. WAGES.

The parties have agreed to the following increases to the employees’ compensation package:

<table>
<thead>
<tr>
<th></th>
<th>Chief Engineer</th>
<th>Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>44.02</td>
<td>36.79</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>5.65</td>
<td>5.65</td>
</tr>
<tr>
<td>Central Pension Fund</td>
<td>4.48</td>
<td>4.48</td>
</tr>
<tr>
<td>Education Training Fund</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>54.15</td>
<td>46.92</td>
</tr>
</tbody>
</table>

A. Engineers’ Pay:

Year 1\(^1\): 2% increase to the package = $0.91/hour, allocated as follows:

1. $0.45 to H & W
2. $0.46 to wages
3. -$0.34 to education training fund (contributions stop)
4. $0.34 to pension (from education training fund)
   + $0.31/hour additional wage increase (savings from Chief Engineer wage freeze). Total wage increase = $0.77

Year 2: 2% increase to the package + additional increase (savings from Chief Engineer wage freeze), allocation to be determined

Year 3: 2% increase to the package + additional increase (savings from Chief Engineer wage freeze), allocation to be determined

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\(^1\) Beginning July 1, 2016.
B. **Chief Engineer’s Pay:**

Year 1: Wage rate ($44.02/hour) frozen and:

1. $0.45 to H & W
2. -$0.34 to education training fund (contributions stop)
3. $0.34 to pension (from education training fund)

Year 2: Wage rate ($44.02/hour) frozen: other allocations to be determined as follows: 2% increase to the package and the parties will agree on allocation to H & W and pension with remainder (if any) to be applied to engineers’ wages as noted above in subparagraph A.

Year 3: Wage rate ($44.02/hour) frozen: other allocations to be determined as follows: 2% increase to the package and the parties will agree on allocation to H & W and pension with remainder (if any) to be applied to engineers’ wages as noted above in subparagraph A.

C. **Trainee Rates:**

First 12 months of service: $13.50
Second 12 months of service: $14.50
Third 12 months of service: $15.75
Fourth 12 months of service: $17.00

**SECTION 2. CHIEF ENGINEER’S DUTIES.**

A. The Chief Engineer, in addition to performing bargaining unit work, will be responsible to the University for the safe, economical operation of the building and for all persons employed under the direction of the Chief Engineer. The Chief Engineer will also be responsible for orientation and training of Engineers and Trainees under his direction. Engineers and Trainees will receive orders from the Chief Engineer, who will be responsible to the University for carrying out the orders of management. The University will inform the Chief Engineer of any contemplated major repairs, or major improvements, to be made in the equipment under the Jurisdiction and Responsibility for Work of the Engineers as listed in Articles II and III of this Agreement.

B. The Chief Engineer will receive a differential over the wages of the Engineers under his supervision. If in the opinion of the Union an inequity in wages exists, the Union may notify the University and request negotiations to adjust the inequity. A meeting will be arranged for this purpose within seven (7) days after receipt of request.

**ARTICLE 18 PENSION**

A. The University agrees to be bound by the provisions of the Pension Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

B. Per Article 9, new employees will be probationary for ninety (90) days, and contributions in the Central Pension Fund are not required for this probationary period.
C. As directed from the union The University will deduct from the employees' straight time rate or lump sum payment the amount required by the union for each hour worked, to be added to the University's payment made to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (the Fund).

D. The University is not required to make contributions on behalf of Employees hired as seasonal student help.

E. Paid holidays (including personal holidays), vacations, jury service and funeral leave will constitute time worked for the purpose of this Article.

ARTICLE 19 HEALTH/WELFARE

A. The University agrees to be bound by the provisions of the Health and Welfare Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

B. The University will deduct from the employees’ straight time rate or lump sum payment the amount required by the union for each non-overtime hour worked, to be added to the University's payment made to the Health and Welfare Trust (the Trust), International Union of Operating Engineers, Local 399, Chicago, Illinois.

C. The University will start paying contributions from the first day of the month following the date of hire at which time insurance coverage begins.

D. The University will pay a full month of contributions for the month in which the Employee terminates. Insurance coverage will end at the end of that month.

E. Paid holidays (including Personal Holidays), vacations, jury service and funeral leave will constitute time worked for the purposes of this Article.

F. If an employee is absent because of non-occupational or occupational illness or injury, the University will pay the required payment for a period of four (4) months. Where a temporary replacement is hired for the period of absence referred to above, the University will not be required to make contributions on behalf of the temporary employee (as long as the University is making payments for the employee who is ill).

G. The obligation to make the above payments will continue during periods when a new Collective Bargaining Agreement is being negotiated.

H. The University is not required to make contributions on behalf of temporary employees hired to perform special assignments, extra or project work unless the employee’s assignment will be in excess of seven (7) months.

I. In the event the University is delinquent in making Health and Welfare or Pension contributions and such delinquency continues for thirty (30) days after written notice, the University will no longer be protected by the no-strike clause and the grievance and arbitration process and the Union will be free to take any lawful action against the University.

ARTICLE 20 DRUG & ALCOHOL TESTING

The University has an obligation to maintain a safe, healthy and productive work environment for its employees. An Employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself, to other Employees, and, in certain instances, to the general public. Abuse of drugs or alcohol also has a negative impact on the productivity and health of employees. In order to maintain a safe and healthy work environment, the University has established the following drug testing policy.
SECTION 1. DRUG AND ALCOHOL TESTING. The University may require testing of an Employee if there is a reasonable suspicion that the Employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work or on the University’s property.

The University may require testing of any Employee involved in a fight while at work or on the University’s property.

SECTION 2. DEFINITIONS.

A. UNDER THE INFLUENCE: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

B. ILLEGAL DRUG: Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or, that is being used in a manner or for a purpose other than prescribed.

C. REASONABLE SUSPICION: A belief that an Employee may be under the influence of drugs or alcohol. Such belief must be based on some objective facts, which may include but are not limited to, the following matters: erratic or unusual behavior by an Employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; or involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

D. DISCIPLINARY ACTION. Any Employee who refuses to cooperate with testing procedures or tests positive for drug and/or alcohol use will be terminated for a first offense.

ARTICLE 21 EDUCATIONAL TRAINING FUND

A. The University’s contributions to the Educational Training Fund are suspended for the duration of this Agreement.

B. If the University resumes contributions to the Educational Training Fund, it agrees to be bound by the provisions of the Educational Training Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

C. For purposes of this Section, Trainees working for the University full-time pursuant to the attached Trainee Agreement will be considered active full-time employees.

D. The University will encourage Employees to enroll in the OSHA 501 Stationary Engineer’s Environmental Health and Safety Awareness Training Program run by the Union.

E. If the University has a tuition reimbursement policy for which Employees are eligible, this Article will not prohibit the Employee from applying for such benefit.

F. If the University requests that an employee attain the LEED AP accreditation, or the University approves an Employee’s request for reimbursement in order to attain such accreditation, the University will reimburse the Employee for the cost of the exam provided the Employee successfully receives the accreditation after taking the test no more than twice.

ARTICLE 22 GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is a difference 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 disciplinary action
taken against an Employee, including the reasonableness of University rules of conduct or regulations under which disciplinary action may have been taken. A grievance may be filed by the Union or an Employee. Grievances and arbitrations should be handled on a timely basis in accordance with the provisions of this Section. The grievance process is as follows:

SECTION 1. FILING PROCEDURES

A. STEP 1 - FILING AT 1st STEP.

1. The Employee involved, or the Employee with the assistance of a steward, will submit the grievance at the department level, to the Department Head (or designee). The Employee/steward should also send a copy of the grievance to the Director of Labor Relations. The grievance must be in writing, signed by the Employee and presented within 20 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.

2. The University will be under no obligation to accept a written grievance unless it contains the following: (1) a brief, clear statement of the nature of the grievance, (2) the alleged date(s) of the incident, (3) the specific contractual provision(s) alleged to be involved, and (4) the relief sought. “Specific contractual provision” means a citation to particular article(s) and section(s) in the collective bargaining agreement. If the University rejects a grievance because it lacks one or more of the above elements, the 20-day time limit for filing a grievance at the first step continues to run.

B. 1st STEP MEETING AND DEPARTMENT’S RESPONSE. Once the grievance is submitted in writing, the department head (or his or her designated representative) and the grievant, the steward, and/or Union Staff Representative will meet to discuss the grievance within 14 calendar days after receiving the grievance. Following this meeting, the department has 20 calendar days to respond to the grievance in writing.

C. STEP 2 - SECOND STEP MEETING AND OFFICE OF LABOR RELATIONS’ RESPONSE

1. If the grievance is not resolved at Step 1, or the department does not provide an answer within the time specified, and the Union wishes to appeal, the written grievance previously submitted will be forwarded by the Union Staff Representative (or designee) to the Director of Labor Relations (or designee) (“LR”) by e-mail, or facsimile within 10 calendar days after the Step 1 answer or the date the answer should have been received.

2. Once LR receives the appeal to the 2nd step, the parties will within 20 calendar days agree on a date to hold the 2nd step meeting which shall be held within 30 calendar days of the appeal. The parties may agree to waive the 2nd step meeting. If a 2nd step meeting occurs, the Director of LR will answer the grievance within 20 calendar days of the 2nd step meeting. If the parties agree to waive the 2nd step meeting, the Director of LR will answer the grievance within 40 calendar days after the grievance was submitted in writing at the 2nd step.

D. GRIEVANCES WHICH START AT 2nd STEP. Grievances involving the termination, suspension, or lay-off of an Employee must be submitted in writing at Step 2 (LR) within seven (7) calendar days of the termination, suspension or lay-off. A grievance which is not presented in this manner is waived. A Union staff representative (or designee) will be present at second step meetings regarding grievances involving termination, suspension, or lay-off.

E. STEP 3 - ARBITRATION. If the grievance is not resolved at Step 2, or an answer is not given by LR within the time specified, the Union may request that the grievance be referred to an impartial arbitrator selected in the manner described below. The Union must make a request for arbitration by written notice to the University within fourteen (14) calendar days after the date of the Step 2 answer or the date the Step 2 answer should have been provided. Within 15 calendar days after making a request for
arbitration, the Union must request that the Federal Mediation and Conciliation Service furnish each party with an identical panel of seven (7) arbitrators drawn from members of the National Academy of Arbitrators in the Chicago area. In the event that either party is dissatisfied with the names appearing on the panel, that party may, at its own expense, request a second panel from which an arbitrator must be chosen. The parties will meet within 15 days of receiving the panel of arbitrators from FMCS to select an arbitrator.

SECTION 2. SELECTING AN ARBITRATOR. The arbitrator will be selected as follows: a coin flip will determine which party strikes first. Following the coin flip, the parties will take turns striking names from the panel, until one (1) name remains. Following the selection of an arbitrator, the parties will arrange for the arbitrator to hear and decide the grievance without unreasonable delay.

SECTION 3. POWERS OF ARBITRATOR. The arbitrator selected will have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and will not have authority to add to, detract from, or alter in any way the provisions of the Agreement. His award will be final and binding on the University, the Union, and all Employees, provided the award is within the arbitrator's authority as described above. The fees and expenses of the arbitration, such as the arbitrator's fee, room rental fee (if applicable) the court reporter's fee (if applicable) will be paid equally by the University and the Union. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree. Each party will pay its respective expenses, but all expenses and fees of the arbitrator will be equally shared by the parties.

SECTION 4. TIME LIMITS. Time limits contained in the grievance procedure will be strictly enforced, unless they are extended by mutual agreement. The parties may waive steps contained in the grievance procedure by mutual agreement. A grievance not appealed 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 will be moved to the next step. Written answers from University representatives at the first and second steps will be sent to the Union Steward and to the Union office.

ARTICLE 23 DURATION

This Agreement will continue in full force and effect for the period from July 1, 2016 and will terminate at 12:01 a.m. on June 30, 2019, and will continue in full force and effect from year to year after that unless written notice of termination or modification is served by either party on the other at least ninety (90) days prior to the expiration date or succeeding anniversary dates.

For the duration of this Agreement, through June 30, 2019, the parties waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned in this Agreement; provided, however, this waiver will not prevent the parties from reaching mutual understanding as to the application or interpretation of any provision of this Agreement.

SCHEDULE A STATIONARY ENGINEER'S CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating or assisting in operating all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air-conditioning units and plants, fans, siphons, bridges (including turntable, jackknife and span-fit type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into
combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines: the supervision of all mechanical operation and any and all power-driven engines or units connected with and operating water, filtration and chloriné plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise) and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillages; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institutions.

SCHEDULE B  TRAINEE AGREEMENT

SECTION 1.  JURISDICTION
This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Engineer Trainees ("Trainees") employed in work within the traditional and historical work jurisdiction of the Engineers under direction of Engineers, Assistant Chief Engineers and Chief Engineers. Trainees will not be required to work a shift alone.

SECTION 2.  RELATION TO PRINCIPAL AGREEMENT
The University and the Union entered into a Collective Bargaining Agreement covering wages, hours, and other terms and conditions of employment of Engineers for the period from June 1, 2011 through June 30, 2014, which is the principal Agreement which will apply to Trainees unless there is a different and specific provision with respect to Trainees in this Agreement. Where such different and specific provisions for Trainees are made in this Trainee Agreement, they will govern.

SECTION 3.  EMPLOYMENT, TRAINING PERIOD AND PROBATIONARY PERIOD
A. The number of Trainees who may be employed will be determined by agreement between the Union and the University. The University will give advance written notice to the Union of its intent to engage Trainees.

B. The University will obtain the Union's consent to each individual hired as a new Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.

C. The Engineer Trainee Program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years of training is required for qualification, but, in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the University, shorter training period may be deemed sufficient. Each person who enters the Trainee Program will attend the Local 399 School at their own expense for the full three (3) year period. Upon written request from the University, the Union will provide the University with written verification of the Trainee's progress in and completion of such schooling.

D. Each Trainee will be a probationary employee for the first four (4) months of his employment as a Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated.
without regard to the usual requirement of just cause, or resort to the grievance procedure applicable to Trainees upon completion of the four (4) month probationary period.

SECTION 4. TRAINEE WAGE RATES

The wage rates for Trainee(s) hired after 2014 are stated below:

The starting rate and job wage rates of Trainees will be:

First 12 months of service.............................................$13.50
Second 12 months of service...........................................$14.50
Third 12 months of service.............................................$15.75
Fourth 12 months of service...........................................$17.00

The University will notify the Union whenever the wages of a Trainee are adjusted.
AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective July 1, 2016.

The University of Chicago

[Signatures]

International Union of Operating Engineers
Of Chicago, Illinois and Vicinity Local 399

[Signatures]

Page 17 of 20
APPENDIX A  WAGE RATES

Engineer Wage Rate Effective July 1, 2016: $36.79

Chief Engineer Wage Rate Effective July 1, 2016: $44.02
COLLECTIVE BARGAINING AGREEMENT

by and between

UNIVERSITY OF CHICAGO

and

INTERNATIONAL UNION OF OPERATING ENGINEERS OF CHICAGO, ILLINOIS AND VICINITY
LOCAL NO. 399

FAIRFAX
(1369 E. Hyde Park Blvd.)

RESIDENTIAL BUILDINGS

December 1, 2017 - June 30, 2019
(All terms remain the same as the January 1, 2014-November 30, 2017 Agreement with the exception of wages/compensation as outlined in Appendix C)
ARTICLE 1
PURPOSE OF THE AGREEMENT
The purpose of this Agreement is to provide an orderly collective bargaining relationship between The University of Chicago ("University") and Local No. 399 of the International Union of Operating Engineers ("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
The University recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees who are engaged in the following operations: operating or assisting in operating all boilers (irrespective of pressure) and all related custodial functions within assigned buildings.

ARTICLE 3
NON-DISCRIMINATION
Neither the University, nor the Union, will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, sexual orientation, color, age, religious creed, national or ethnic origin, gender identity, ancestry, disability or other protected classes under the law, including the Americans with Disabilities Act. The University shall attempt to provide a reasonable accommodation to an applicant or employee in accordance with the law and its regulations. Any dispute shall be subject to the grievance and arbitration procedure. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE 4
MANAGEMENT RIGHTS
Except to the extent expressly limited by a specific provision of this Agreement, the Company reserves and retains all rights which existed prior to the execution of this Agreement. Such rights include, but are not limited to, the right to manage the business of the University, to determine standards of instruction, 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 best interest of the operation 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 5
UNION MEMBERSHIP
It shall be a condition of employment that all employees of the University covered by this Agreement who are members of the Union on the date of the signing of this Agreement shall remain members and those who are not members on the date of the signing of this Agreement shall, on the 31st day following the date of the signing of this Agreement, become and remain members of the Union. It shall also be a condition of employment that all new employees covered by this Agreement and hired on or after the date of the signing of this Agreement shall, on the 31st day following the beginning of such employment become and remain members of the Union.
ARTICLE 6
CHECK-OFF

A. The University agrees to deduct union dues from employees' wages provided employees execute a dues check-off authorization card.

B. The University also agrees that for the full term of this Agreement or any renewal thereof, it will deduct from the earnings of employees who have signed an appropriate authorization and filed same with the University, union dues, and remit the total deductions to the Secretary-Treasurer of the Local Union or to such person as may be designated by the Union.

C. The form of such authorization has been agreed upon and such authorization shall be irrevocable for the period of one (1) year from the date the same is signed, or until the termination of this Agreement, whichever occurs sooner, provided that such authorization shall be irrevocable for the successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the parties, whichever shall be shorter, unless written notice is given by the employee to both the University and the Union not more than twenty (20) nor less than ten (10) days prior to the expiration of each period of one (1) year or the expiration of each applicable Collective Bargaining Agreement between the parties, whichever occurs sooner.

ARTICLE 7
POLITICAL ACTION COMMITTEE (PAC)

A. The University will deduct five cents ($0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the University. The Local 399 IUOE FED PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments made on separate check to Local 399 IUOE FED PAC, accompanied by monthly reports reflecting employee hours worked on forms so provided by the Local 399 IUOE FED PAC, shall be remitted to 2260 S. Grove Street, Chicago, IL 60616 at the same time the University submits other benefits to the appropriate offices.

B. The cost of administering this payroll deduction for the Local 399 IUOE FED PAC is incorporated in the economic package provided under the terms of this Agreement so that the International Union of Operating Engineers, Local 399 has, through its negotiation and execution of this Agreement, reimbursed the University for the costs of such administration.

ARTICLE 8
NEW EMPLOYEES

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 new employees 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 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 XIX of this Agreement.

ARTICLE 9
DISCHARGES

No employee shall be discharged except for just cause. In the case of gross misconduct (including, but not limited to dishonesty, theft, insubordination, willful destruction of the University's property, possession or unauthorized use of controlled or illegal substances on the premises, or working under the influence of drugs and/or alcohol) employees may be subject to summary discharge without prior notice. Subsequent written notice of the discharge will be provided to the employee and the Union within five (5) days of the discharge. The notice shall state the reasons for the discharge and shall be signed by the University or its designated representative.

ARTICLE 10
WORKWEEK

A. This article is intended only to provide a basis for calculating straight time and overtime payments and should not be construed as a guarantee of hours worked per day or per week.

B. The parties herby agree upon a forty (40) hour work week which is to consist of five (5) consecutive work days of eight (8) hours each. Days off shall be consecutive. Overtime is computed at the rate of one and one-half times for all time worked over forty (40) hours in one work week. Time and one half (1/2) shall be paid for all work performed on the sixth (6th) day of any one (1) work week. Double (2) time shall be paid for all work performed on the seventh (7th) consecutive day of any one (1) work week. There shall be no duplication or pyramiding of overtime. If an employee works overtime he shall be paid therefore and shall not be required to take compensative time off. That work week shall begin at 12:01 A.M. Monday and end at 12:00 midnight the following Sunday.

C. The University's regular work week of seven (7) consecutive calendar days shall not be changed except upon notification to and approval from the Union.

ARTICLE 11
401(K) PLAN

A. The Union has established a multi-employer deferred compensation 401(k) employee savings plan. Employers signatory to this Agreement shall be given the opportunity to become participating employers in said plan.

B. The University agrees to participate in the Local 399 Deferred Compensation Trust and Plan (Trust) which does not require or provide for matching contributions by the Employer. The University agrees that the participant will be ineligible if their hourly rate of pay places them in the category of a "Highly Compensated Employee" (HCE) which equals or exceeds the current IRS level for HCE status for the year. The University further agrees that only compensation based on an employee's 40 hour work week will be eligible for 401(k) deferrals. Overtime, bonuses, and all other forms of compensation are ineligible for 401(k) deferrals. The University agrees the Trust shall be administered in accordance with its terms by a Board composed of an equal number of Employer and employee designated trustees. The University hereby ratifies and confirms the composition of the Board as now or hereafter constituted.

ARTICLE 12
SENIORITY

Seniority within classification shall be recognized and applied in cases of choice of vacation, transfers within the bargaining unit, layoff, call back and selection of jobs and shifts and promotions, provided further, that the senior engineer has the ability to perform the job. Where the qualifications of one or more engineers are substantially the same, seniority shall be recognized and applied. Seniority cannot be exercised until a vacancy occurs.

ARTICLE 13
LEAVE OF ABSENCE

A. Disability or Illness Leave. In the case of an inability to work due to physical disability or illness, an employee shall be entitled to a leave of absence. In any twelve (12) month period, sick leave(s) shall not exceed the cumulative maximum of six (6) months after one year of service or, in the case of employee with less than one (1) year of service, the cumulative maximum of one-half (1 1/2) the employee's length of service except that this may be extended in hardship cases by mutual agreement. An employee with a bona fide work injury will be entitled to a maximum of six (6) months leave of absence. If the employee occupies the apartment the employee will continue to live there rent free during the leave of absence period. In addition the University shall continue to make payments to the Local No.399 Health Fund and Local No. 399 Pension Trust Fund for an employee for the leave of absence period which is provided by this section. If the University voluntarily extends the leave of absence beyond the period required by this it is not obligated to continue making payments to the Funds during the period of extension.

B. Bereavement Leave. The University agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term “immediate family” shall mean spouse, parent, child, brother, sister, step-parents, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or any relative residing with the employee or with whom the employee is residing.

C. Jury Duty. The University shall compensate the employee for the difference between the pay at straight time, excluding overtime, and the amount received for jury service. In order to be eligible for a leave of absence for jury duty employees are required to provide sufficient notice and documentation at the time the leave request is made.

D. Sick Leave Pay. All members who have accumulated a minimum of six (6) months of service with the University shall be entitled to five (5) days of sick leave in each year of employment, measured from their date of hire, without suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Employees may carry over any unused sick days from year to year, up to the maximum accumulation of twenty-five (25) days. An employee shall notify the union and the University promptly in order to be eligible for sick leave payments and shall, upon request of the University, present medical evidence of his/her illness.

E. Personal Days. Employees will receive three (3) Personal Days per year. Employees shall give reasonable advance notice of the dates requested for their personal days and, in the event that the University cannot accommodate multiple requests for the same date, preference shall be given to the most senior employee.

ARTICLE 14
VACATIONS

A. Vacation Accruals. Any employee who has been in the service of the University continuously for the time periods stated below will be eligible for annual vacation as stated below:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-7 years</td>
<td>6 hours 40 minutes per month</td>
</tr>
<tr>
<td>7-15 years</td>
<td>10 hours per month</td>
</tr>
<tr>
<td>15-20 years</td>
<td>13 hours, 20 minutes per month</td>
</tr>
<tr>
<td>20 years and above</td>
<td>16 hours, 40 minutes per month</td>
</tr>
</tbody>
</table>

B. Vacation Accrual Maximum. Employees may carry over earned but unused vacation from one year to the next, however, the maximum any employee may accrue is one and one-half times (1.5x) her/his annual accrual. When an employee's accrual meets the maximum accrual rate, s/he will cease accruing vacation time until the employee's accrual rate falls below the accrual maximum. Vacation accruals not earned because an employee is above the maximum will not be restored.

C. Suspension of Maximum Monthly Accruals through January 31, 2014. The parties recognize that
in FY 2013-2014, employees will have a combination of their 2012-2013 accruals received in July 2013, and hours accrued monthly beginning in July 2013. As such, during FY 2013-2014, in an effort to balance the scheduling of accrued vacation in a manner that will not disrupt the operations of the University, the University will suspend the maximum vacation accruals limit specified in §B., above, through January 31, 2014. Employees are expected to schedule vacation time between August 2013 and January 31, 2014, in order to bring their accruals to a manageable amount. Any employee whose vacation accruals exceed the maximum after February 1, 2014 will not accrue additional vacation until her/his vacation accruals fall below the maximum.

D. **Payment on Termination.** Any employee who has been in the service of (an) the University continuously for one year or more whose employment is thereafter terminated for any reason, shall be paid for accrued vacation computed from the anniversary date of employment (unless the employee has already taken a vacation) and the portion of the next year’s vacation which the employee has earned up to the date employment terminates. This compensation shall be paid at the time the employee receives final pay from the University.

E. **Absences of More Than 60 Days.** Time lost by reason of illness, non-compensable injury, layoff, authorized leave of absence, or other excused absence not in excess of sixty (60) working days shall not be charged against any vacation allowances granted under the terms and provisions of this article.

F. **Holidays During Scheduled Vacation.** If any one of the following holidays, namely: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King Day falls within the scheduled vacation period for any employee, such employee shall receive one (1) extra day’s pay in addition to his normal vacation pay.

**ARTICLE 15**

**NO STRIKES**

A. During the term of this Agreement or any extension thereof, the grievance-arbitration procedure, and those remedies available by law, shall be the sole and exclusive means for settling any dispute between the Union and the University. The Union, its members, agents and/or representatives, shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, walkout, work stoppage, boycott, picketing, hand billing, or other interference with any operation(s) of the University, here or elsewhere. The Union shall cooperate with the University throughout any such period in continuing operations in a normal manner and actively prevent or terminate any violations of this Article.

B. Any employee who violates Section (1) of this Article shall be subject to disciplinary action up to and including termination of employment. Where disciplinary action has been taken against those employees involved for such illegal conduct - may challenge the discipline through the grievance-arbitration procedure. However, should the Union appeal to arbitration, the Arbitrator’s jurisdiction will be strictly limited to determining whether the employee(s) violated Section (1) of this Article. Should the Arbitrator determine that the employee(s) involved did so participate, the Arbitrator shall have no power whatsoever, to disturb or modify the discipline taken by the University. If the Arbitrator finds that the employee did not participate, the Arbitrator may order any remedy he/she deems appropriate.

C. In the event that any violation of the provisions of this Article occurs, the Union will promptly:

1. Notify all employees with a copy to the University, that the violation is prohibited by this Article and is in no way sanctioned or approved by the Union;
2. The Union shall also order all employees to cease and desist from such violations and to return to work immediately;
3. Publicly disavow such action by the employees or other person(s) involved.

D. In the event that any violation of the provisions of this Article occurs, neither party shall meet to discuss the dispute involved until such time as the illegal action is fully terminated and normal operations have
been resumed.

E. The University shall not lock out any or all of its employees during the term of this Agreement or any extension thereof.

ARTICLE 16
WAGES AND COMPENSATION

A. Wage Increases. In accordance with the attached Compensation Table (Appendix C), effective January 1, 2014, Employees' total compensation package will be increased by two percent (2%). Appendix C shows the total compensation package for each year of this Agreement. The total compensation package will then be increased by an additional two percent (2%) in the first full pay period following January 1 of each subsequent year of this Agreement. The total compensation package increase will be allocated to wages, Health and Welfare and Pension, filling in the "TBD" (to be determined) amounts in Appendix C.

B. Wage Rates. The hourly wage rates resulting from the increases in §16.A., above, are:

<table>
<thead>
<tr>
<th></th>
<th>2013 (current)</th>
<th>1-1-2014</th>
<th>1-1-2015</th>
<th>1-1-2016</th>
<th>1-1-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairfax Residential Engineer</td>
<td>$30.47</td>
<td>$30.98</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Piccadilly Residential Engineer</td>
<td>$31.03</td>
<td>$31.55</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

C. Temporary Employees.
1. The University is not required to pay for pension and health/welfare contributions for Temporary Employees hired to replace an employee due to occupational or non-occupational illness or injury and/or vacation relief.
2. Temporary employees identified in this section are defined as employees that work less than 180 calendar days. No Bargaining Unit employee will suffer any reduction in wages or benefits, as a result of signing of this Labor Agreement.

ARTICLE 17
PENSION

A. The University agrees to be bound by the provisions of the Pension Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.
1. New employees shall be on a probationary basis for 90 days, and contributions in the Central Pension Fund shall not be required for this probationary period.
2. The Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of two dollars and eighty cents ($2.80) per hour worked by the Employees covered by this Agreement for the period January 1, 2014 through December 31, 2014, including temporary employees. The University is not required to make contributions on behalf of employees hired as seasonal student help.
3. Effective January 1, 2015 the University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.
4. Effective January 1, 2016, the University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.
5. Effective January 1, 2017, the University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

B. Paid holidays (including personal holidays), vacations, jury service and funeral leave shall constitute time worked for the purpose of this section.
ARTICLE 18
HEALTH AND WELFARE

A. The University agrees to be bound by the provisions of the Health and Welfare Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

1. For the period January 1, 2014 through December 31, 2014 the University shall contribute the sum of four dollars and ninety-five cents ($4.95) per hour worked by Employees covered by this Agreement to the Health and Welfare Trust (The Trust), International Union of Operating Engineers, Local 399, Chicago, Illinois, for each employee covered under the Collective Bargaining Agreement. This contribution will be billed at the monthly rate of 858.00.

2. Effective January 1, 2015, the University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

3. Effective January 1, 2016. The University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

4. Effective January 1, 2017, the University shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

5. The University shall start paying contributions from the first day of the month following the date of hire at which time insurance coverage commences.

6. The University shall pay a full month of contributions for the month in which the employee terminates and insurance coverage shall cease at the end of that month.

7. Paid holidays (including personal holidays), vacations, jury service and funeral leave shall constitute time worked for the purposes of this section. The University agrees to be bound by the provisions of the Health and Welfare Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

B. If an employee is absent because of non-occupational or occupational illness or injury, the University shall pay the required payment for a period of four (4) months. Where a temporary replacement is hired for the period of absence referred to above, the University shall not be required to make contributions on behalf of the temporary employee (as long as the University is remitting for the employee who is ill).

C. The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated.

D. The University is not required to make contributions on behalf of temporary employees hired to perform special assignments, extra or project work unless the employee’s assignment will be in excess of seven (7) months.

E. DELINQUENT HEALTH AND WELFARE AND PENSION CONTRIBUTIONS In the event the Employer is delinquent in making Health and Welfare or Pension contributions and such delinquency continues for thirty (30) days after written notice, the University shall no longer be protected by the no-strike clause and the grievance and arbitration process and the Union shall be free to take any lawful action against the University.

ARTICLE 19
GRIEVANCE AND ARBITRATION PROCEDURE

A. General Provisions. A grievance is a difference 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 an employee, including the reasonableness of University rules of conduct or regulations under which corrective action may have been taken. A grievance may be filed by the University, the Union or an employee. Grievances and arbitrations should be handled on a timely basis in accordance with the provisions of this Section. The grievance process is as follows:

B. Filing-Procedures

1. First Step Filing and Department Response.
a. The employee involved, or the employee with the assistance of a steward, will submit the grievance at the department level, to the Department Head (or designee). The employee/steward should also send a copy of the grievance to the Director of Labor Relations. The grievance must be in writing, signed by the employee and presented within 20 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.

b. The University will be under no obligation to accept a written grievance unless it contains the following: (1) a brief, clear statement of the nature of the grievance, (2) the alleged date(s) of the incident, (3) the specific contractual provision(s) alleged to be involved, and (4) the relief sought. "Specific contractual provision" means a citation to particular article(s) and section(s) in the collective bargaining agreement. If the University rejects a grievance because it lacks one or more of the above elements, the 20-day time limit for filing a grievance at the first step continues to run.

c. 1st Step Meeting and Department’s Response. Once the grievance is submitted in writing, the department head (or his or her designated representative) and the grievant, the steward, and/or Union Staff Representative will meet to discuss the grievance within 14 calendar days after receiving the grievance. Following this meeting, the department has 20 calendar days to respond to the grievance in writing.

2. Second Step Meeting and Office of Labor Relations’ Response.

a. If the grievance is not resolved at Step 1, or the department does not provide an answer within the time specified, and the Union wishes to appeal, the written grievance previously submitted will be forwarded by the Union Staff Representative (or designee) to the Director of Labor Relations (or designee) (“LR”) by e-mail, or facsimile within 10 calendar days after the Step 1 answer or the date the answer should have been received.

b. Once LR receives the appeal to the 2nd step, the parties will within 20 calendar days agree on a date to hold the 2nd step meeting which shall be held within 30 calendar days of the appeal. The parties may agree to waive the 2nd step meeting. If a 2nd step meeting occurs, the Director of LR will answer the grievance within 20 calendar days of the 2nd step meeting. If the parties agree to waive the 2nd step meeting, the Director of LR will answer the grievance within 40 calendar days after the grievance was submitted in writing at the 2nd step.

c. Grievances Which Start at 2nd Step. Grievances involving the termination, suspension, or lay-off of an employee must be submitted in writing at Step 2 (LR) within seven (7) calendar days. A grievance which is not presented in this manner is waived. A Union staff representative (or designee) will be present at second step meetings regarding grievances involving termination, suspension or lay-off.

3. Step 3 – Arbitration

a. If the grievance is not resolved at Step 2, or an answer is not given by LR within the time specified, the Union may request that the grievance be referred to an impartial arbitrator selected in the manner described below. The Union must make a request for arbitration, by written notice to the University within fourteen (14) calendar days after the date of the Step 2 answer or the date the Step 2 answer should have been provided. Within 15 calendar days after making a request for arbitration, the party seeking arbitration must request from the Federal Mediation and Conciliation Service to furnish each party with an identical panel of seven (7) arbitrators drawn from members of the National Academy of Arbitrators in the Chicago area. In the event that either party is dissatisfied with the names appearing on the panel, that party may, at its own expense, request a second panel from which an arbitrator must be chosen. The parties will meet within 15 days of receiving the panel of arbitrators from FMCS to select an arbitrator.

b. Selecting an Arbitrator. The arbitrator will be selected as follows: a coin flip will determine which party strikes first. Following the coin flip, the parties will take turns striking names from the panel, until one (1) name remains. Following the selection of an arbitrator, the parties will arrange for the arbitrator to hear and decide the grievance
without unreasonable delay.

c. **Powers of Arbitrator.** The arbitrator selected will have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and will not have authority to add to, detract from, or alter in any way the provisions of the Agreement. His or her award will be final and binding on the University, the Union, and all employees, provided the award is within the arbitrator’s authority as described above. The fees and expenses of the arbitration, such as the arbitrator’s fee, room rental fee (if applicable) and the court reporter’s fee (if applicable) will be paid equally by the University and the Union. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree. Each party will pay its respective expenses, but all expenses and fees of the arbitrator will be equally shared by the parties.

C. **Time Limits.** Time limits contained in the grievance and arbitration procedures will be strictly enforced, unless they are extended by mutual agreement. The parties may waive steps contained in the grievance procedure by mutual agreement. A grievance not appealed 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 will be moved to the next step. Written answers from University representatives at the first and second steps will be sent to the Union Steward and to the Union office.

**ARTICLE 20  DURATION**

This Agreement shall continue in full force and effect for the period from January 1, 2014 until 12:01 a.m. on November 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of termination or modification is served by either party on the other at least ninety (90) days prior to date of expiration or succeeding anniversary dates.
SIGNATURE PAGE

By affixing signatures today, January __, 2014, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective January 1, 2014.

THE UNIVERSITY OF CHICAGO

Richard Iorio, Vice President and Chief Human Resources Officer

Jake Rubinstein, University Negotiator

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 39B

Brian Hickey, President and Business Manager

Tom Keaty, Union Negotiator

Name

Name

Name

Name
APPENDIX A
LETTER OF UNDERSTANDING LIVING QUARTERS

During negotiations for the renewal of our Agreement, expiring December 31, 2013, the parties had full opportunity to discuss the following language for "Living Quarters". The parties agreed on the following:

A. Residential Engineers ("Employees") shall be provided living quarters, rent free, with all such services as are customarily provided a tenant in the premises as part of such tenant's rent including being heated at the expense of the employer and decorated. In keeping with historical practice, Employees are required to abide by lease terms.

B. "Living quarters, rent free" means a one-bedroom apartment. If an Employee requests and is given a larger apartment, he is responsible for paying the difference between the monthly rent of a one-bedroom apartment and the apartment he is given. This applies only to new hires and not to employees employed as of the ratification date of this Agreement.

C. No Employee shall be entitled or permitted to sell, lease or sublease any apartment or other space, parking space, amenity or privilege of the employee to a third party.

D. No Employee shall have the right to refuse the occupancy of an apartment unless both the union and the employer mutually agree for good cause shown to excuse the janitor from such occupancy and the employee will not be entitled to any remuneration in such case.

E. An Employee whose employment ends, regardless of the reason, shall vacate any dwelling or premises which has been provided under this Letter of Understanding no later than fourteen (14) days after termination, unless extended by agreement.

F. The Employee is responsible for returning all keys, equipment or other property of the University immediately on the day of discharge.

G. The Union shall utilize its best efforts to require affected Employees to comply strictly with the above requirements. If such efforts are unsuccessful, the Employee will be liable for the payment of rent at the current fair market value for each day he/she remains in the apartment after the effective date of the termination or the agreed upon extension of time for vacating the apartment. The amount of daily rents shall be the pro-rata amount of a monthly rent equal to the current "Market Rate" for the size (1-bedroom, 2-bedrooms or 3 or more bedrooms) of the apartment.

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

THE UNIVERSITY OF CHICAGO

Jake Rubinstein, University Negotiator
Date

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 399

Tom Keaty, Union Negotiator
Date
APPENDIX B

LETTER OF UNDERSTANDING   WAGE LEVELING OF EMPLOYEE SALARIES

A. The intent of this side letter to the Collective Bargaining Agreement for the period of January 1, 2014 through November 30, 2017 between the University of Chicago and IUOE Local 399 for the properties known as the Piccadilly and Fairfax Residences is to agree that in the event of termination of employment of the engineer at the Piccadilly Residence a wage leveling will occur between the employees of the two properties.

B. As an example: the current wage differential between the Piccadilly and the Fairfax is $0.57 per hour. Local 399 proposes upon the termination of employment for the engineer at the Piccadilly $.28 per hour will be deducted from the hourly wage rate established for the Piccadilly employee and $.29 per hour will be added to the wage rate of the Fairfax employee.

THE UNIVERSITY OF CHICAGO

Jake Rubinstein, University Negotiator
Date

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 399

Thomas Keaty, Union Negotiator
Date
Appendix C

Letter of Understanding – Consolidation of Residential Engineer Agreement and Building Engineer Agreement for 2017-2019

On October 26, 2017 and per the Letter of Agreement dated March 20, 2017, the University and the International Union of Operating Engineers Local 399 met to discuss the consolidation of the two (2) IUOE Local 399 bargaining units into one. With the exception of compensation for 2017 and 2018, the Residential Engineer’s terms and conditions of employment will remain as stated in the Residential Engineer’s Collective Bargaining Agreement (the Fairfax Building at 1369 E. Hyde Park Blvd.). The parties agreed to the following:

Wages and Compensation

A. Wage Increases. In accordance with the Compensation Table, effective the first full pay period following December 1, 2017, employee’s total compensation package will be increased by two percent (2%). Below in “C.” shows the total compensation package for each year of the Agreement. The total Compensation package will then be increased by an additional two (2%) in the first full pay period following July 1, 2018. The total compensation package increase will be allocated to wages, Health and Welfare and Pension, filling in the TBD (to be determined) amounts.

B. Wage Rates. The hourly wage rates resulting from the increases in A., above, are:

<table>
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<tr>
<th>Fairfax Residential Engineer</th>
<th>Current</th>
<th>December 1, 2017 (FFPP following)</th>
<th>July 1, 2018 (FFPP following)</th>
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<tbody>
<tr>
<td></td>
<td>$ 32.06</td>
<td>$ 32.50</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Wage/Benefit</th>
<th>Current Distribution</th>
<th>December 1, 2017</th>
<th>July 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$32.06/hour</td>
<td>$32.50/hour</td>
<td>TBD</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$5.70/hour</td>
<td>$5.95/hour</td>
<td>TBD</td>
</tr>
<tr>
<td>Central Pension Fund</td>
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<td>$3.48/hour</td>
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<td>Total</td>
<td>$41.11/hour</td>
<td>$41.93/hour</td>
<td>$42.77/hour</td>
</tr>
</tbody>
</table>

The University of Chicago

International Union of Operating Engineers
Local 399

Ronn Kolbash, Interim AVP
Human Resources

Barb Lindner, Sr. ELR Consultant
Human Resources

Gerry McGillian, Assistant Vice President
Facilities Services Operations

Rachel Betts, Sr. ELR Consultant
Human Resources

Adrian Velez, Sr. HR Manager
Facilities Services

Brian Hickey, President and Business Manager and President

Thomas Keaty, Vice President