

COLLECTIVE BARGAINING AGREEMENT

By and between

UNIVERSITY OF CHICAGO

and

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

April 1, 2013 to June 30, 2016

1155 East 60th Street Building
6045 South Kenwood Avenue 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 ½) 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. BEREAVEMENT 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. 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:

Time Worked	Vacation Eligibility
One (1) year	2 weeks
Seven (7) years	3 weeks
Fifteen (15) years	4 weeks
Twenty (20) years	5 weeks

- 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 (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:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

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.

- A. See Appendix A for wage rates effective April 1, 2013.
- B. Salary increases shall occur as follows:
 - 1. By no later than April 1, 2013, employees will receive a lump sum, non-base building payment equal to two percent (2%) of their annualized (2080 hours) straight time rate (\$43.45 for Engineers and \$51.15 for Chief Engineer) which includes benefit costs required by the Union. Benefit allocation to be deducted from the lump sum payment shall be given to the University no later than March 26, 2013, and will be billed to the University at the rate set by trusts.
 - 2. Effective the first pay period following July 1, 2013, employees will receive a two percent (2%) package increase which includes a base building increase to their straight time rate, as provided in §17.B.1., and benefit costs allocation required by the Union. Allocations will be provided to the university no later than June 1, 2013.
 - 3. Effective the first payroll following July 1, 2014, employees will receive a lump sum, non-base building payment equal to two percent (2%) of their July 2013 annualized (2080 hours) straight time rate as provided in §17.B.2., above, plus and benefit costs allocation required by the Union. Allocations will be provided to the University no later than June 1, 2014.
 - 4. Effective the first pay period following July 1, 2015, employees will receive a two percent (2%) package increase which includes base building increase to their July 2014 straight time rate as derived in §17.B.3. above, and benefit costs allocation required by the Union. Allocations will be provided to the university no later than June 1, 2015.

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 will contribute to the International Union of Operating Engineers Local 399 Educational Training Fund a lump sum equal to Five Hundred Dollars (\$500.00) multiplied by the number of the University's active full-time Employees covered under this Agreement for one year: June 1, 2011 through June 30, 2012. On or around July 1, 2012, the University and the Union will enter into discussions regarding the Educational Training Fund for years two (2) and three (3) of this Agreement.
- B. The University 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 June 1, 2011 and will terminate at 12:01 a.m. on June 30, 2016, 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, 2016, 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 chlorine 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, a 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:

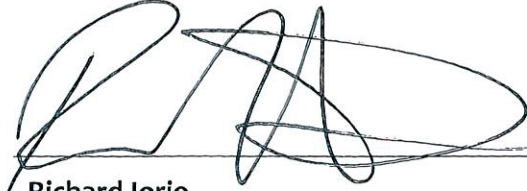
First 12 months of service.....	\$13.00
Second 12 months of service.....	\$14.00
Third 12 months of service.....	\$15.00
Fourth 12 months of service.....	\$16.00

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 April 1, 2013.

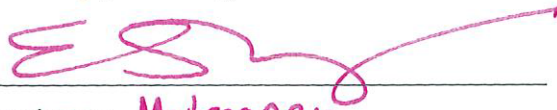
THE UNIVERSITY OF CHICAGO

 4/9/13


Richard Iorio Date
Vice President and Chief Human Resources
Officer




Gayle Saxton, Chief Negotiator



Erin Mulrooney *Mulrooney*



Joel Schriever

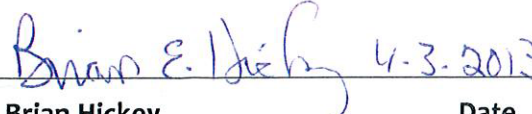


Jay Chesslo



Barb Lindner

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

 4-3-2013

Brian Hickey Date
President and Business Manager

 4/3/13

Tom Keaty, Chief Negotiator

APPENDIX A WAGE RATES

Engineer Wage Rate Effective April 1, 2013: \$34.95

Chief Engineer Wage Rate Effective April 1, 2013: \$42.65