

JUL 27 2010

COLLECTIVE BARGAINING AGREEMENT

by and between

FAIRFAX AND PICCADILLY RESIDENTIAL BUILDINGS

UNIVERSITY OF CHICAGO

and

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

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

ARTICLE I

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 II

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 III

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 IV

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 V

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 VI

CHECK-OFF

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

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. 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 VII

POLITICAL ACTION COMMITTEE (PAC)

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.

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 VIII

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 a new employee and to apprise the employee of his or her progress during the probationary period. The probationary period may be extended by mutual agreement, in writing, between the University and the probationary employee, and a copy of said agreement shall be furnished to the Union. During their probationary period, employees may be laid off or terminated at the sole discretion of the University, provided, however, that such discretion shall not be exercised arbitrarily or in violation of

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 IX

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 employer'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 employer or his designated representative.

ARTICLE X

WORK WEEK

Section 1.

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.

The parties hereby 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.

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 XI

401(K) PLAN

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.

The Employer 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 Employer 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 Employer 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 Employer 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 Employer hereby ratifies and confirms the composition of the Board as now or hereafter constituted.

ARTICLE XII

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 XIII

LEAVE OF ABSENCE

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 (1/2) 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 employer 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 employer 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.

Section 1.

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.

Section 2.

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.

Section 3.

Sick Leave Pay. All members who have accumulated a minimum of six (6) months of service with the same employer (or his successor or predecessor) shall be entitled to three (3) 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. **Effective with the contract year commencing January, 2011, employees will receive one additional sick day per year on their anniversary date for a total of four (4) Sick Days per year.** Employee may carry over any unused sick days from year to year, up to the maximum accumulation of ten (10) days. An employee shall notify the union and his employer promptly in order to be eligible for sick leave payments and shall, upon request of the employer, present medical evidence of his/her illness.

Section 4.

Personal Days. Effective with the contract year commencing January 1, 2010 employees will receive two (2) Personal Days per year. Effective with the contract year commencing January 1, 2011, employees will receive one additional Personal Day for a total of 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 XIV

VACATIONS

Effective January 1, 2010 to December 30, 2013, any employee who has been in the service of the University continuously for

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

shall be entitled to an annual vacation as outlined above.

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.

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.

Time lost by reason of illness, non-compensable injury, layoff, authorized leave of absence, or other excused absence in excess of sixty (60) working days shall result in a proration of vacation benefits on the basis of 1/12 of the employee's vacation entitlement for each full month of work performed.

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 XV

Section 1.

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.

Section 2.

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.

Section 3.

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

- 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;
- The Union shall also order all employees to cease and desist from such violations and to return to work immediately;
- 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 shall 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 shall not lock out any or all of its employees during the term of this Agreement or any extension thereof.

ARTICLE XVI.

WAGES AND COMPENSATION

Section 1. Wages.

Effective January 1, 2010 the hourly wage of Custodial Engineers shall be increased to the following wages rates:

	Year 1 1/1/2010	Year 2 1/1/2011	Year 3 1/1/2012	Year 4 1/1/2013
Fairfax Custodial Engineer	\$29.00	\$29.62	TBD	TBD
Picadilly Custodial Engineer	\$29.53	\$30.16	TBD	TBD

*See Memorandum of Understanding in Appendix B for 2013 wage rates.

Section 2. Temporary Employees. Temporary Employees hired in the case of replacing an employee due to occupational or non-occupational illness or injury and/or vacation relief, the University is not required to pay for pension and health/welfare contributions.

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 new Labor Agreement.

ARTICLE XVII

PENSION

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.

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.

The Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of Two Dollars Forty Seven Cents (\$2.47) for the period January 1, 2010 through December 31, 2011, for each hour worked by employees covered by this Agreement, including temporary employees. The Employer is not required to make contributions on behalf of employees hired as seasonal student help.

Effective January 1, 2012, the Employer shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

Effective January 1, 2013, the employer shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix B.

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

ARTICLE XVIII

HEALTH / WELFARE

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.

A. For the period January 1, 2010 through December 31, 2010, the Employer shall contribute the sum of One Hundred Seventy-Eight Dollars (\$178.00) per week to the Health and Welfare 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 \$771.33.

Effective January 1, 2011, the Employer's weekly contribution shall be One Hundred Eighty-Two Dollars (\$182.00). This contribution will be billed at the monthly rate of \$788.67.

Effective January 1, 2012, the Employer shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix C.

Effective January 1, 2013, the employer shall contribute an additional sum according to the allocation of the total package as of yet undetermined per Appendix B.

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

The Employer 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.

Paid holidays (including personal holidays), vacations, jury service and funeral leave shall constitute time worked for the purposes of this section. The Employer 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 Employer 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 Employer shall not be required to make contributions on behalf of the temporary employee (as long as the Employer 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 Employer 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.

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 Employer 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 Employer.

ARTICLE XIX

GRIEVANCE AND ARBITRATION PROCEDURE

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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:

Section 1. Filing Procedures

Step 1- Filing at 1st Step.

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.

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.

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.

Step 2- Second Step Meeting and Office of Labor Relations' Response

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.

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

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.

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 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.

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 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

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.

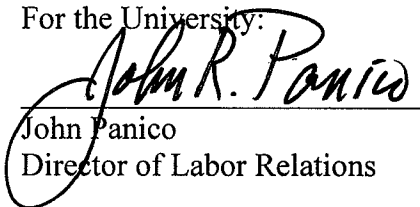
ARTICLE XX

DURATION

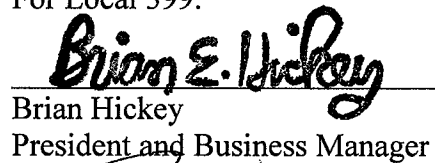
This Agreement shall continue in full force and effect for the period from January 1, 2010 and shall terminate at 12:01 a.m. on December 31, 2013 and shall continue in full force and effect from year to year thereafter unless written notice of termination or modification is served by either party on the other at least ninety (90) days prior to date of expiration or succeeding anniversary dates.

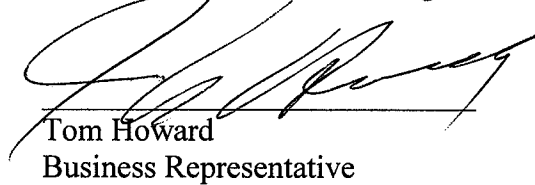
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 21 th day of July 2010.

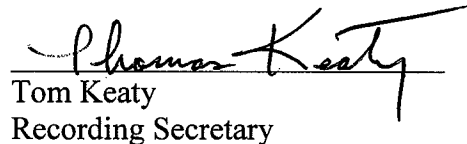
For the University:


John Panico
Director of Labor Relations

For Local 399:


Brian Hickey
President and Business Manager


Tom Howard
Business Representative


Tom Keaty
Recording Secretary

APPENDIX A

January 2010

Mr. Tom Howard
Business Representative
Local 399, International Union of Operating Engineers

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:

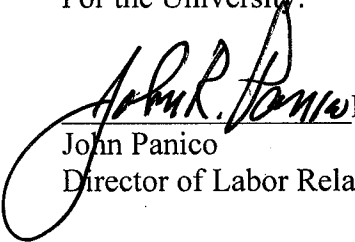
- Custodial Engineers shall be provided living quarters, rent free, with all such services as are customarily provided a tenant in the premises as part of such tenant’s rent including being heated at the expense of the employer and decorated.
- No employee shall be entitled or permitted to sell, lease or sublease any apartment or other space, parking space, amenity or privilege of the employee to a third party.
- No Custodial Engineer 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.
- A Custodial Engineer 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.
- The employee is responsible for returning all keys, equipment or other property of the University immediately on the day of discharge.
- 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.

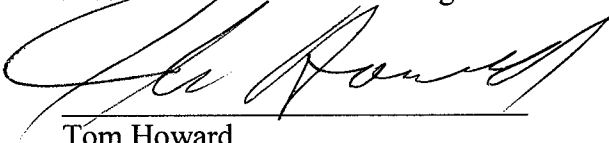
If it becomes necessary, the parties agree to discuss any issue regarding this letter of understanding through the contractual provision outlined for labor/management meetings.

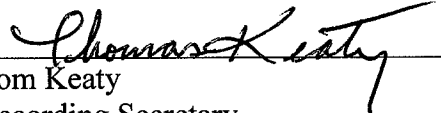
For the University:

For Local 399:


Date 7/21/10
John Panico
Director of Labor Relations


Date 7/27/10
Brian Hickey
President and Business Manager

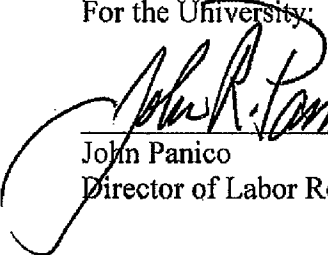

Tom Howard
Business Representative


Tom Keaty
Recording Secretary

LETTER OF UNDERSTANDING BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399
AND
THE UNIVERSITY OF CHICAGO

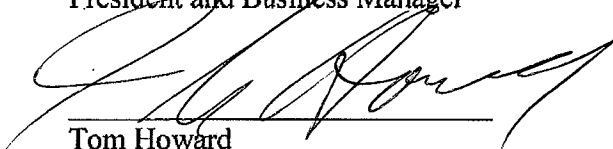
Come the 3rd anniversary of the collective bargaining agreement the parties have agreed to meet prior to the end of the 2012 fiscal year for the sole and exclusive purpose renegotiate the wage and fringe benefit provision contained within this agreement for period January 1, 2013 through December 31, 2013. All other provision within the collective bargaining agreement shall remain in full force and effect.

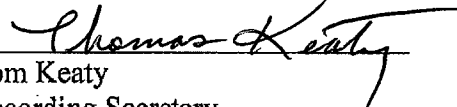
For the University:


Date 7/27/10
John Panico
Director of Labor Relations

For Local 399:


Date 7/27/10
Brian Hickey
President and Business Manager

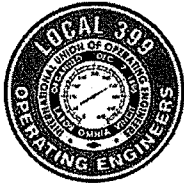

Tom Howard
Business Representative


Tom Keaty
Recording Secretary

APPENDIX C

[ATTACH WAGE CHART SIGNED BY BOTH PARTIES]

JUL 27 2010



INTERNATIONAL UNION OF OPERATING ENGINEERS • AFL-CIO

LOCAL 399

BRIAN E. HICKEY
PRESIDENT & BUSINESS MANAGER

MIKE GAVIN
VICE PRESIDENT

THOMAS KEATY
RECORDING CORRESPONDING SECRETARY

TOM HOWARD
FINANCIAL SECRETARY

PATRICK J. KELLY
TREASURER

July 13, 2010

Mr. Tremaine Mabry
Employee Labor Relations
The University of Chicago
6054 S. Drexel
Chicago, Illinois 60637

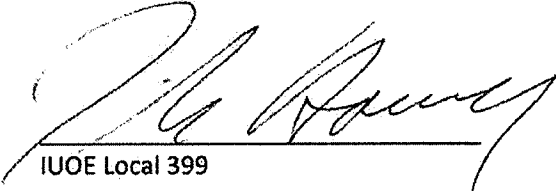
Dear Tremaine,

The intent of this side letter to the Collective Bargaining Agreement for the period of January 1, 2010 through December 31, 2013 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.

As an example: the currently wage differential between the Piccadilly and the Fairfax is \$0.50 per hour. Local 399 proposes upon the termination of employment for the engineer at the Piccadilly \$.25 per hour will be deducted from the hourly wage rate established for the Piccadilly employee and \$.25 per hour will be added to the wage rate of the Fairfax employee.

If you are in agreement with this proposal please sign below.


University of Chicago


IUOE Local 399

Sincerely,

Thomas Howard
Financial Secretary
IUOE Local 399

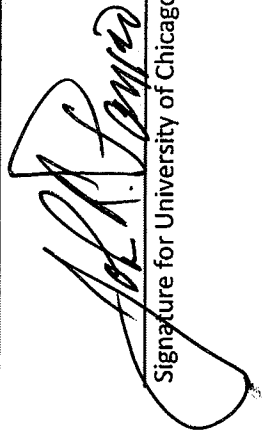
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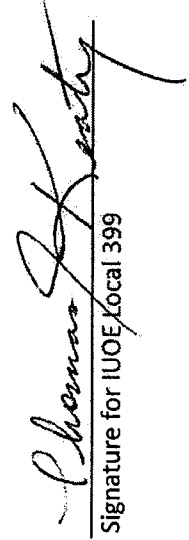
Fairfax

Benefit	1/1/2009	Increase	1/1/2010	Increase	1/1/2011	Increase	1/1/2012	Increase	1/1/2013
		2%		2%		2%		tbd	
Wage	28.50	0.50	29.00	0.62	29.62	tbd		tbd	
H&W	4.25/170	0.20	4.45/178	0.10	4.55/182	tbd		tbd	
Pension	2.47	0.00		0.00		tbd		tbd	
Total Pkg	35.22	\$ 0.70	\$ 35.92	\$ 0.72	\$ 36.64	\$ 0.73	\$ 37.38		

Picadilly

Benefit	1/1/2009	Increase	1/1/2010	Increase	1/1/2011	Increase	1/1/2012	Increase	1/1/2013
		2%		2%		2%		tbd	
Wage	29.02	0.51	29.53	0.63	30.16	tbd		tbd	
H&W	4.25/170	0.20	4.45/178	0.10	4.55/182	tbd		tbd	
Pension	2.47	0.00		0.00		tbd		tbd	
Total Pkg	35.74	\$ 0.71	\$ 36.45	\$ 0.73	\$ 37.18	\$ 0.74	\$ 37.93		


 Signature for University of Chicago


 Signature for IUOE Local 399