AGREEMENT
Between

THE UNIVERSITY OF CHICAGO

and

LOCAL 743
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 1, 2020
through
February 28, 2021
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ARTICLE 1  PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the University
and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which this relationship depends. The University and the Union both intend to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employee wages, hours, and working conditions.

ARTICLE 2 RECOGNITION

SECTION 2.1. DEFINITION OF UNIT.

A. The University recognizes the Union as the exclusive bargaining agent for all of its hourly paid clerical employees working at its facilities located in the Chicago metropolitan region including the surrounding counties, all hourly paid employees of the University of Chicago Press Warehouse, and all regular service/maintenance employees, excluding all student employees, employees working less than 20 hours per week, salaried employees including administrative assistants who are on the exempt payroll, all employees represented by other labor organizations and covered by other collective bargaining agreements, temporary employees, confidential employees, professional employees, guards and supervisors as defined by the National Labor Relations Act. For purposes of this Section, "student employees" are defined as individuals whose names appear on the Registrar's list of registered students of the University of Chicago except those individuals on that list who are employees of the University and who are participating in the Tuition Remission Program.

B. The University agrees to provide the Union with the following lists:

1. QUARTERLY
   a. A list of positions by department and job title which are the same as bargaining unit jobs and which are held by registered University students;
   b. A list of clerical employees classified as confidential and;

2. MONTHLY
   a. A seniority report of all bargaining unit employees by name, job classification, hourly rate, work week, department and seniority date. This list includes new hires;
   b. A list of individuals hired as temporary employees who became regular employees; and
   c. A list of persons hired as temporary employees.

SECTION 2.2. UNION RECOGNITION. The term “employees”, “regular employee”, and “bargaining unit” when used in this Agreement will mean the individuals for whom the Union is recognized as the bargaining agent in accordance with the provisions of §2.1.A.

SECTION 2.3. WORK PRESERVATION. The parties recognize that individuals outside the bargaining unit have historically performed clerical work similar to that performed by bargaining unit employees. It is not the intent of this Agreement to eliminate or curtail these practices. The University intends that supervisory personnel will act in a supervisory capacity and will not regularly perform the work of bargaining unit employees except when necessary due to the unexpected absence of employees or in emergencies. The parties also agree:

A. The University will not create new clerical positions outside the bargaining unit for the purpose of eroding the bargaining unit.

B. In the event that any clerical positions currently covered by this Agreement are relocated to another University facility in the Chicago area, the University will continue to recognize the Union as bargaining representative for the clerical employees occupying these positions.

C. For the purpose of preserving work and job opportunities for clerical employees covered by this Agreement, the University will not transfer assigned clerical job duties out of the bargaining unit with
the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

SECTION 2.4. TEMPORARY EMPLOYEES.

A. LENGTH OF TEMPORARY EMPLOYMENT. The University may hire temporary employees for up to six (6) months to perform clerical and service/maintenance duties. The University may extend this period by an additional six (6) months following notice by Human Resources that an extension is necessary. Human Resources will meet with the Union to explain the reasons for the extension if requested by the Union.

B. TEMPORARY EMPLOYEES BECOMING REGULAR EMPLOYEES. The University may hire a temporary employee as a regular employee in a bargaining unit position provided the position has been posted and filled pursuant to the provisions of Article 7. A temporary employee who becomes a regular employee in the same position will be granted seniority beginning with the most recent date of hire as a temporary employee, unless the employee has had a break in service of seven (7) or more calendar days. The University will not use the seven (7) day break in service solely to deny employees retroactive seniority. Credit for temporary service under these conditions will not count toward eligibility for leave accruals or other employee benefit programs.

C. PROBATIONARY PERIOD OF TEMPORARY EMPLOYEES WHO BECOME REGULAR EMPLOYEES.

1. APPOINTMENT TO A NEW POSITION. A temporary employee who, pursuant to the provisions of Article 7, is hired as a regular employee into a different position or to any position that reports to a different supervisor than the supervisor she/he had as a temporary employee, will be a probationary employee within the meaning of §6.3. until s/he has been employed as a regular employee for one hundred twenty (120) calendar days.

2. APPOINTMENT TO SAME POSITION REPORTING TO SAME DEPARTMENT / SAME SUPERVISOR. When a temporary employee is hired into a bargaining unit position, pursuant to the provisions of Article 7, in the same position (same department, classification and duties), and is reporting to the same supervisor, her/his probationary period will be one hundred twenty (120) calendar days minus the number of calendar days employed as a temporary employee.

D. EXTENSION OF PROBATION. When a temporary employee becomes a regular employee, management may elect to extend the employee’s probationary period for an additional thirty (30) days, in accordance with the procedure outlined in §6.3. of this Agreement. Upon successful completion of the probationary period, such employees will be credited with seniority dating from their most recent date of hire as temporary employees of the University.

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

SECTION 2.6. YEARS OF SERVICE DEFINED. "Years of service" is defined as the employee's total period of continuous employment at the University.

ARTICLE 3 UNION SECURITY AND RIGHTS

SECTION 3.1. UNION SHOP. Effective with the thirty-first (31st) day following execution of this Agreement or the thirty-first (31st) day following initial date of employment under this Agreement, whichever is later, all employees shall, as a condition of continued employment, either
A. become members of the Union and maintain their membership in good standing, which will be satisfied by paying the initiation fee and monthly dues uniformly required for employees to acquire and retain membership in the Union; or

B. in the case of newly hired and reassigned employees, paying a monthly agency fee to the Union, in an amount prescribed by the Union which shall not exceed the amount of initiation fee and monthly dues uniformly required for employees to acquire and retain membership in the Union.

**Section 3.2. Fees.** Once the University receives written authorization from any employee, the University agrees to deduct from his or her pay Union initiation fees and dues or agency fees in amounts designated from time to time by the Union in writing. To be effective, this authorization must conform to the provisions of Section 302 of the National Labor Relations Act as amended.

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

**Section 3.4. Orientation to Union.** The Union Business Agent, a Union Steward, or a Union staff representative will be provided the opportunity to orient new L743 employees to the Union for up to forty-five (45) minutes at a mutually-agreed time and place, typically at the new employee’s work location. Union stewards will be released for a period of up to one-hour and forty-five minutes (1 hour 45 minutes), if needed, including travel time.

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

**Section 3.6. Voluntary Drive Deductions.** The University agrees to deduct and transmit to DRIVE sums deducted from the wages of employees who authorize DRIVE deductions on forms provided by the Union. The University will send a monthly check to the DRIVE national headquarters for the total amount deducted. The check will be accompanied by a list of the employees who have authorized deductions and the amount deducted from each employee. Employees may change the amount deducted once per year. Employees may choose to end the DRIVE deductions by submitting a request in writing at any time.

**Section 3.7. Union Negotiating Committee.**

A. The University will compensate up to twelve (12) employee members of the Union's negotiation committee for regular work time lost during negotiating sessions with the University, with no more than one member designated from any one department/section. A negotiation session is defined as scheduled face-to-face meetings and related caucuses during meeting days on which contract negotiations occur.

B. Pay for time spent in negotiations shall not count in the calculation of overtime or other premium pay.

C. The Union agrees to advise the University, in writing, of the names of negotiating committee members at least twenty one (21) calendar days in advance of the first negotiation meeting.

**Section 3.8. Release Time to Process Grievances.** Union stewards are provided release time to assist employees in processing grievances, in accordance with the provisions of Article 9, Grievance & Arbitration Procedure, §9.8. of this Agreement.

**Section 3.9. Union Leave.**

A. **Convention Leave.** Duly authorized Union members will be granted one (1) excused absence without pay not exceeding five (5) consecutive working days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent business of the Union. Application for Union leave will be
made at least four (4) weeks before the leave is to begin except where an emergency prevents the giving of such notice. No more than five (5) employees will be absent at the same time for such purposes.

B. **LEAVE FOR FULL-TIME UNION EMPLOYMENT**

1. An employee selected to perform full-time paid duties for the Union will, following a written request by the Union, receive a leave of absence without pay for the period of service with the Union; provided, however, that this leave may not exceed two (2) three-year terms in office.

2. The Union will provide a minimum of two (2) weeks’ notice of an absence requested under this subsection.

3. If the leave under this subsection is twelve (12) months or less, the employee returning from leave will be placed in a comparable position in the same salary grade.

4. If the leave under this subsection is more than 12 months, the employee returning from leave will be re-employed provided there is a vacant job which s/he is capable of performing and to which his/her seniority would entitle him/her.

5. An employee taking leave under this subsection is not eligible for any benefits provided by this Agreement (except as provided below in §3.9.B.6) nor will s/he accumulate seniority during the leave. Upon his/her return, s/he will have seniority equivalent to that which s/he had immediately before the leave.

6. An employee taking leave under this subsection may continue his/her health insurance coverage for up to 18 months. This coverage will be at the employee rate for the first 3 months of the leave. After the first 3 months, this coverage will be at the full cost rate.

**ARTICLE 4 NONDISCRIMINATION**

The University and the Union agree that both will abide by the letter and spirit of applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee or applicant because of race, color, national origin, religious or political belief, sex, marital status, parental status, ancestry, source of income, age, disability, sexual orientation, gender identity, military discharge or veteran status, or Union membership or lack thereof, and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from unlawful discrimination and harassment.

**ARTICLE 5 MANAGEMENT RIGHTS**

A. The University retains all management rights except to the extent they are limited by this Agreement. These rights include, but are not limited to:

1. The right to manage the business of the University;

2. To determine standards of instruction, research, patient care, and all other University activities;

3. To develop and use new methods, procedures, and equipment and to train employees accordingly;

4. To direct the workforce;

5. To determine schedules and the nature of work to be performed by employees, and methods, procedures, and equipment to be used by employees in performing their work;
6. To eliminate, consolidate, and introduce job classifications, operating units, and departments;
7. To achieve the highest level of employee performance and production consistent with safety and good health;
8. To make, change, and enforce reasonable rules;
9. To hire, lay off, promote, transfer, discipline, or discharge employees for just cause; and
10. To utilize all employees wherever and however necessary in cases of emergency or in the interest of patient care or the efficient operation of the University.

B. The University will not exercise the rights enumerated or implied in a manner inconsistent with or contrary to the provisions of this Agreement.

ARTICLE 6 SENIORITY

SECTION 6.1 DEFINITION OF SENIORITY. Seniority is an employee’s total length of continuous service within the bargaining unit. An employee who transfers into the bargaining unit who has previously held a bargaining unit position will be credited with all time worked in bargaining unit positions, provided there has been no break in University employment.

SECTION 6.2 SENIORITY WHEN POSITIONS ARE RECLASSIFIED INTO THE UNIT. If a non-bargaining unit position is reclassified into a bargaining unit position, the University will have the right to keep the present employee in the position. The occupants of reclassified confidential clerical positions will be credited with seniority dating from their most recent date of hire, and occupants of other reclassified non-bargaining unit positions will be credited with seniority dating from the date their jobs were reclassified.

SECTION 6.3 PROBATIONARY PERIOD. New employees must complete a probationary period of one hundred twenty (120) calendar days and will have no seniority until they complete the probationary period.

A. The University intends to train and orient a new employee and to apprise them their progress during the probationary period.

B. The probationary period may be extended by a written agreement, between the University and the probationary employee.

C. If an extension occurs, the University will provide a copy of the extension agreement to the Union.

D. During the probationary period, an employee may be laid off or terminated at the sole discretion of the University. The University will not exercise this discretion arbitrarily or in violation of Article 4 of this Agreement.

E. The Union may present a grievance on behalf of a probationary employee but the grievance may not be submitted to arbitration as provided for in Article 7 of this Agreement.

SECTION 6.4 TERMINATION OF SENIORITY/WORKING RELATIONSHIP. An employee’s seniority and the employment relationship with the University will terminate if any of the following events occur:

A. Resignation or retirement;

B. Discharge;

C. Absence for two (2) consecutive workdays without notification to the University of the reason for the absence, unless the employee can provide evidence that she/he was unable to notify the University during that time;

D. Failure to return to work from layoff as provided in § 8.3.E.2.a after a period equal to the employee’s
accumulated seniority, not to exceed two (2) years;

E. Failure to report for work at the end of a leave of absence or vacation unless the employee can provide evidence that s/he was unable to notify the University during the vacation/leave of absence; or

F. Being employed while on a University-approved leave of absence.

ARTICLE 7 FILLING VACANCIES

SECTION 7.1. NOTICE OF VACANCIES. Notice of regular vacancies (other than reclassified bargaining unit positions created pursuant to §6.2.) will be posted for a period of at least seven (7) days. This notice will identify the vacant job by a requisition ID number, the department in which it is located, requisite skills, minimum test scores, scheduled hours, salary range, the date the job was posted and whether the position will require a background check.

SECTION 7.2. EMPLOYEE APPLICATIONS.

A. Non-probationary employees (including eligible laid-off employees) who want to fill a posted vacancy may submit a completed application which includes a resume and all other documents as required by the University during the posting period. Additional relevant records, recommendations and transcripts may be required or furnished at the time of interview.

B. Applicants will be required to take any and all tests which relate to their ability to perform the duties of positions for which they wish to be considered.

SECTION 7.3. HIRING PROCEDURE.

A. In filling bargaining unit vacancies, the University will consider the following factors:

1. Ability and qualifications to satisfactorily perform the work, and

2. Seniority.

B. The University will award positions to applicants who have the ability and qualifications to perform the work, in the following order:

1. The placement of a qualified laid-off regular applicant in accordance with §8.5. of this Agreement.

2. A qualified bargaining unit applicant working in the same department in which the vacancy is located.

3. A qualified bargaining unit applicant working in another University department.

4. Any other qualified applicant.

5. When two or more bargaining unit applicants have equal qualifications in accordance with §7.2, 7.3.A.1. and 7.3.A.2., seniority will be the controlling factor.

C. CONTROLLING FACTORS FOR SECRETARIAL APPOINTMENTS IN SUPPORT OF ACADEMIC PERSONNEL

1. "Academic personnel of the University" includes all individuals defined in the University Statutes as members of the University faculties and other academic personnel, as well as faculty emeriti, lecturers, deans, assistant deans, directors of institutes and academic programs, and those holding academic positions in the Laboratory Schools.

2. Placement and/or retention of employees classified as Secretaries and, where applicable, others who perform substantial secretarial duties for academic personnel of the University will be subject to the discretion of departmental supervision.
3. This discretion will not be exercised arbitrarily or in violation of §4 of this Agreement.

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

**SECTION 7.4. Notification to Applicant.** At the time a bargaining unit applicant submits an application, the University will provide her/him with confirmation that it has received the application. In addition, the hiring department will issue written notification to each bargaining unit applicant who is interviewed but not selected, identifying the reason(s) the employee was not selected to fill the position.

**SECTION 7.5. Filling Vacancies Temporarily.** Nothing contained in this Article prevents the University from temporarily filling posted vacancies, pursuant to the provisions of §2.4., while it is determining whether there are bargaining unit applicants with the ability and qualifications to satisfactorily perform the work, or until a successful applicant can be reassigned.

**SECTION 7.6. When There Are No Qualified Applicants.** If there are no qualified bargaining unit applicants, the University is not required to fill a vacancy with an applicant who is not qualified.

**SECTION 7.7. Movement of Employees to Fill Positions.** In the absence of a sufficient number of qualified volunteers, movement of employees within a department and job classification from one shift to another in order to assure adequate staffing will be done in inverse order of seniority, subject to the considerations set forth in §7.8.

**SECTION 7.8. Service/Maintenance Employee Application to Change Shift or Hours.** Service/maintenance employees having the ability and fitness to satisfactorily perform the work may use their seniority to bid for a lateral transfer to vacant positions within their units/departments in situations as follows:

A. For a shift change to or from a day, evening, or night position, or one which includes a weekend schedule, reassignment of employees to other shifts by management will be by reverse order of seniority.

B. For an increase or decrease in their scheduled working hours.

**SECTION 7.9. Qualifying Period.** The parties agree that employees should be oriented, trained, and apprised of their progress and shortcomings in their new jobs during the period immediately following hiring into a position in a higher, lower, or same salary grade.

A. If at any time within ninety (90) calendar days following hiring into a position in a higher, lower, or same salary grade, it is determined that an employee is not satisfactorily performing the work, the University will reassign the employee to his or her original position.

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

C. In the event the original position has been eliminated through a reduction in force, the employee will be afforded the provisions of §8.3.

**SECTION 7.10. Background Checks**

A. It may be necessary for certain current bargaining unit employees to submit to a background check where it is required by regulatory or accrediting bodies, or in order to meet necessary University procedural standards, should the position the employee holds or is seeking to hold requires such verified information.

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

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

ARTICLE 8  LAYOFF

SECTION 8.1. FACTORS CONSIDERED IN REDUCTION IN FORCE. In making reductions in force the University will consider:

A. Ability and qualifications to satisfactorily perform the work; and

B. Seniority.

SECTION 8.2. COVERAGE.

A. The provisions of this Article apply only to non-probationary regular employees.

B. In the event of a layoff, the department electing to lay off a bargaining unit employee will not retain temporary employees or bargaining unit probationary employees performing substantially the same duties as the employee designated for layoff.

SECTION 8.3. LAYOFF.

A. Notice.

1. Employees will receive at least fourteen (14) calendar days advance notice of layoff, or they will receive pay in lieu of this notice.

2. Copies of layoff notifications will be sent via electronic mail to the Union the same day the employee is notified of the layoff.

B. Benefits for Laid Off Employees. A laid-off employee who chooses preferential consideration / bumping, will continue to be eligible for:

1. Employee Assistance Program; and

2. A maximum of three (3) University provided training classes.

C. Effect on Health Insurance. Employees may elect to continue their current health insurance at their current premium rate for up to three (3) months beyond their layoff date.

D. Coordination with Human Resource Services. At the time an employee is notified that s/he has been laid off, the employee may contact Human Resource Services (HRS) to make an appointment with an Employee & Labor Relations Representative to discuss their options. On the day of the employee’s appointment, the Representative will explain the options available to her/him. If requested by the laid-off employee, her/his Union steward will be released from work on URP time to attend the meeting. The designated Union Representative may also attend the meeting. In addition, if requested by the employee, the Employee & Labor Relations Representative will:

1. review the employee’s resume and current job description;

2. review the University’s job application process;

3. discuss available jobs within the bargaining unit;

4. discuss her/his qualifications to perform the duties of the position held by the least senior employee in her/his salary grade and layoff unit;
5. refer the employee to HR Training to assist in writing and updating the employee’s resume and developing interview skills; and

6. schedule a battery of tests to assess the employee’s skills.

E. LAYOFF OPTIONS – GENERAL PROVISIONS.

1. Laid off employees may elect to receive a Severance Payment in accordance with the provisions of §8.4. below.

2. Laid off employees may apply for University positions at any time following the notice of layoff, and an employee will have preference for rehire in the bargaining unit in accordance with the provisions of §8.5., below. After six (6) months, s/he will have the option of bumping in her/his layoff unit in accordance with the provisions of §8.6., below. The University may require an employee to pass job-related tests to establish that she/he has the qualifications to fill vacant positions or to bump into a position.

a. A laid off employee who secures a bargaining unit position within a period of time equal to her/his seniority (maximum 24 months), will have her/his seniority bridged, meaning that her/his new seniority date will be the original date of hire, and will serve a new qualifying period under §8.7. This provision does not apply to a laid off employee who has elected severance.

b. A laid off employee who is rehired by the University outside the period of time outlined in §8.3.E.2.a., or an employee rehired following the election of severance, will be considered a new hire and will serve a new probationary period.

SECTION 8.4. SEVERANCE.

A. SEVERANCE PAYMENT. After receiving notice of layoff, a regular employee may elect to receive a lump-sum Severance Payment without first attempting preferential consideration or bumping.

1. For employees with at least five (5) years of service, the Severance Payment will be equal to two (2) weeks of pay for every year of service, up to a maximum of forty (40) weeks of pay.

2. For employees with more than ninety (90) days but less than five (5) years of service, the Severance Payment will be equal to one (1) week of pay for every year of service, up to a maximum of five (5) weeks of pay.

3. A laid off employee who elects severance will be permitted to continue her/his current health insurance at her/his current premium rate for up to four (4) months beyond her/his layoff date.

B. REEMPLOYMENT AFTER ACCEPTING SEVERANCE.

1. An employee who has chosen severance instead of preferential consideration / bumping may apply for positions at the University as an external candidate.

2. In the event the laid off employee is rehired by the University, the employee will serve a new probationary period. The employee’s seniority date will be the date of rehire.

C. EFFECT OF ACCEPTING SEVERANCE ON PREFERENTIAL CONSIDERATION AND/OR BUMPING – An employee who accepts a Severance Payment waives the Preferential Consideration and Bumping provided in this Article.

SECTION 8.5. PREFERENTIAL CONSIDERATION.

A. Preferential consideration begins on the date an employee is notified of layoff and ends six (6) months after a laid off employee’s termination date. Employees in preferential consideration receive preference for vacant bargaining unit positions, provided:
1. The vacant position is at the same salary grade or lower, and

2. The employee applies for the position within the six (6) month Preferential Consideration period, and prior to the closing date, if any. A laid off employee will retain preferential consideration status for a vacant bargaining unit position s/he applied for prior to the end of her/his preferential consideration period until the position is filled, or cancelled for budgetary or organizational reasons.

B. If the University determines that the laid off employee is qualified for the vacant position, as specified in §7.3., the University will place the employee in the position and the employee will serve a new qualifying period in accordance with §8.7.

1. If the position is at the same salary grade as the position from which the employee was laid off, the employee will be rehired at her/his former hourly rate plus any applicable negotiated salary adjustment(s) which have occurred during the layoff;

2. If the position is at a lower salary grade than the position from which the employee was laid off, the employee will be rehired at her/his former hourly pay rate plus any applicable negotiated salary adjustment(s) which have occurred during the layoff, minus the percentage(s) outlined in §18.1.G. of this Agreement. The hiring unit may choose to reduce the laid off employee’s hourly pay rate by a smaller percentage than required by Section 18.1.G of this Agreement.

C. Preferential consideration ends when any of the following occurs:

1. An employee accepts any regular University position;

2. An employee refuses any offer of employment to a regular University position for which the employee applied; or

3. Six (6) months have elapsed following the date of layoff.

D. The employee notifies the University in writing, within six (6) months following layoff, that s/he wishes to accept severance as provided for in §8.4., above, and waives further rights to the preferential consideration/bumping option. The laid off employee is only eligible for health insurance at her/his current premium rate for a maximum of four (4) months following the date of layoff.

SECTION 8.6. BUMPING.

A. EMPLOYEES IN CLERICAL GRADE SEVEN (7) AND LOWER / SERVICE MAINTENANCE EMPLOYEES. If, between sixty (60) calendar days and six (6) months following the date of lay off, the laid off employee in clerical salary grade 7 or lower, or in a Service/Maintenance position, is not re-employed, and has not refused any offer of employment to a regular University position for which the employee applied, s/he may:

1. Continue in preferential consideration status, or

2. Elect to bump the least senior employee in the same salary grade in the same layoff unit, provided the laid off employee is qualified to perform the duties of the position held by the individual s/he seeks to bump. A laid off employee who previously held a part time position is not eligible to bump into a full time position. An employee who bumps into a position will serve a new qualifying period in accordance with §8.7. In the event the laid off employee is not qualified to perform the job of the least senior employee, s/he is eligible to apply for vacant positions without preference, and to bridge seniority in accordance with §8.3.E.2.a.

B. EMPLOYEES IN CLERICAL GRADE EIGHT (8) AND HIGHER. If the laid off employee in clerical salary grade 8 or higher is not re-employed within six (6) months following the layoff, and has not refused any offer of employment to a regular University position for which the employee applied, s/he may elect to bump the least senior employee in the same salary grade in the same layoff unit, provided the laid off employee is qualified to perform the duties of the position held by the individual s/he seeks to bump.
laid off employee who previously held a part time position is not eligible to bump into a full time position. An employee who bumps into a position will serve a new qualifying period in accordance with §8.7. In the event the laid off employee is not qualified to perform the job of the least senior employee, s/he is eligible to apply for vacant positions without preference, and to bridge seniority in accordance with §8.3.E.2.a.

C. **EMPLOYEES WHO HAVE BEEN BUMPED.** Non probationary employees who are bumped will be treated as laid off employees in accordance with this article.

### SECTION 8.7. QUALIFYING PERIOD.

A. All laid off employees who are placed in new positions pursuant to §8.5., PREFERENTIAL CONSIDERATION, or §8.6., BUMPING, will have a qualifying period of ninety (90) calendar days. The parties agree that employees should be oriented, trained, and apprised of their progress and shortcomings in their new jobs during this ninety (90) day period.

B. If, after forty-five (45) and before ninety (90) calendar days it is determined that the employee is not satisfactorily performing the work, the employee will be released, and eligible for a Severance Payment as provided in §8.4.

### ARTICLE 9  GRIEVANCE PROCEDURE

#### SECTION 9.1. GENERAL PROVISIONS.

A. **GRIEVANCE DEFINED.** 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. Grievances and arbitrations will be handled on a timely basis in accordance with the provisions of this Section.

B. **Requirements.**

1. **STATEMENT.** The written grievance will contain a brief, clear statement of the nature of the grievance, the alleged date(s) of the incident, the contractual provision(s) alleged to be involved, and the relief sought.

2. **TIME LIMITS.** Time limits contained in the grievance procedure will be strictly enforced, unless they are extended by mutual written agreement. The parties may waive steps contained in the grievance procedure by written agreement.

3. **UNIVERSITY RESPONSES.** Written answers from University representatives at the first and second steps will be sent to the Grievant, Union Steward and to the Union office.

4. **APPEALS.**
   a. The Union may appeal any grievance not answered within the time limits as specified in accordance with the provisions related to the next applicable step.
   b. Grievances meeting the requirements specified in §9.1.B.2., above, will be considered withdrawn, and not eligible for further appeal.

#### SECTION 9.2. GRIEVANCE PROCESS.

A. **STEP 1. FILING AT 1ST STEP**
1. **PROCESS.** The employee involved, or the employee with the assistance of a Union 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 Executive Director of Employee & Labor Relations (or his or her designated representative). The grievance must be in writing, signed by the employee and presented within twenty-one (21) 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. Grievances involving the termination, suspension, or lay-off of an employee, or Union grievances which pertain to the application of the agreement to the bargaining unit, shall be filed directly at Step 2, in accordance with the provisions in §9.2.B.3., below.

2. **REQUIREMENTS.** The written grievance will contain a brief, clear statement of the nature of the grievance, the alleged date(s) of the incident, the contractual provision(s) alleged to be involved, and the relief sought. The signature on a grievance may be electronic if the grievance is filed electronically.

3. **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 fourteen (14) calendar days after receiving the grievance. Following this meeting, the department has twenty-one (21) calendar days to respond to the grievance in writing.

B. **STEP 2. SECOND STEP MEETING AND OFFICE OF EMPLOYEE & LABOR RELATIONS’ RESPONSE**

1. **APPEAL TO STEP 2.** 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 Executive Director of Employee & Labor Relations (or designee) by e-mail, facsimile or in accordance with Article 28, within fourteen (14) calendar days after the Step 1 answer or the date the answer should have been received.

2. **STEP 2 MEETING.** Once Employee & Labor Relations receives the appeal to the 2nd step, the parties will within twenty-one (21) calendar days conduct the Step 2 grievance meeting. The parties may agree to waive the 2nd step meeting. If a 2nd step meeting occurs, the Executive Director of Employee & Labor Relations (or designee) will answer the grievance within twenty one (21) calendar days of the 2nd step meeting. If the parties agree to waive the 2nd step meeting, the Executive Director of Employee & Labor Relations (or designee) will answer the grievance within 40 calendar days after the grievance was submitted in writing at the 2nd step.

3. **GRIEVANCES THAT START AT STEP 2.** Grievances involving the termination, suspension or layoff of an employee, or Union grievances which pertain to the application of the agreement to the bargaining unit, must be submitted in writing to the Executive Director of Employee & Labor Relations (or designee) directly at Step 2 within seven (7) calendar days of the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. Such grievance will contain information required in §9.1.B.1. A grievance which is not presented in this manner is waived. A Union staff representative (or designee) will be present at 2nd second step meetings regarding grievances involving termination, suspension or layoff.

C. **STEP 3. APPEAL TO ARBITRATION.** If the grievance is not resolved at Step 2, or an answer is not given by Employee & Labor Relations within the time specified, the Union may request that the grievance be referred to an impartial arbitrator selected in the manner described below.

1. 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.

2. The parties may initially attempt to agree on an arbitrator.
   a. If they are unable to agree within twenty-one (21) calendar days from the date of the Union's request for arbitration, either the Union or the University may request the Federal Mediation and Conciliation Service (FMCS) 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.
   b. The parties must select an arbitrator within twenty-one (21) calendar days of the date on which they receive the FMCS panel. 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.

3. **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.

4. **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) 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.

**SECTION 9.3. MULTIPLE GRIEVANCES.** Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless by mutual agreement of the parties.

**SECTION 9.4. MERITLESS GRIEVANCES.** Nothing in this Agreement will require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

**SECTION 9.5. PERSONNEL RECORDS REVIEW.** Employees will have the right to inspect their personnel records at least twice in a calendar year at reasonable intervals. Appointments can be made for such review by written request to the University's Human Resources Operations Office.

**SECTION 9.6. WORK ASSIGNMENT DISPUTE AND REPORTING TO WORK.** In the event of a dispute over a work assignment the employee will comply with the assignment and then use the grievance procedure provided in this Agreement to settle the dispute. Employees having advance notice may file grievances before doing the assignment.

**SECTION 9.7. STEWARDS CONDUCTING UNION BUSINESS.** Stewards selected by the Union will be permitted to discuss grievances with University representatives in the appropriate Steps of the grievance procedure during the stewards' normal working hours without loss of pay, provided that such discussions will not take excessive periods of time. The following rules will apply:

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

B. To minimize the interruption to work, the steward must notify his/her supervisor in person, by phone or email as soon as s/he learns of the Union business, including the anticipated length of time s/he will be away from the worksite.
C. The steward is to record any time used to conduct Union business with the payroll earnings code “URP” (Union-Related Business with Pay).

**ARTICLE 10 NO STRIKE, NO LOCKOUT**

**SECTION 10.1. NO STRIKE PLEDGE** During the term of this Agreement or any extension, the grievance procedure in this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, will be the sole and exclusive means of settling any dispute between the employees and/or the Union and the University, whether relating to the application of this Agreement, economic matters, or otherwise. Accordingly, during the term of this Agreement or any extension neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with University functions or operations, regardless of the reason.

**SECTION 10.2. UNION DUTIES IN EVENT OF STRIKE.** Should any activity proscribed by §10.1. occur, the Union will immediately:

A. Publicly disavow the action by the employees or others involved;
B. Advise the University in writing that the action has not been caused or sanctioned by the Union;
C. Post notices on Union bulletin boards stating that it disapproves of the action and instructing all employees to cease the action and return to work immediately; and
D. Take other reasonably appropriate steps to bring about observance of the provisions of this Section. The University will have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Section, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration will be whether the employee or employees participated in the action prohibited by this Section. If it is determined that an employee did participate, the disciplinary action taken by the University may not be disturbed.

**SECTION 10.3. NO LOCKOUT PLEDGE.** The University agrees that it will not lock out its employees during the term of this Agreement or any extension.

**ARTICLE 11 SICK LEAVE WITH PAY**

**SECTION 11.1. ELIGIBILITY**

A. Employees will be entitled to sick leave pay after three (3) months of employment. However, sick leave pay shall be accrued by each eligible employee from the date of hire.

**SECTION 11.2. SICK LEAVE ACCRUALS.** Employees will accrue sick leave at the rate of ten (10) days per year for each completed calendar month of service.

A. **CONDITIONS OF SICK LEAVE ACCRUALS.** Sick leave will be credited monthly at the rate of one-twelfth (1/12) of the total annual hours of sick leave due the employee for each completed month of employment. Sick leave will not accrue for any month during which the employee is absent for more than one-half (1/2) of his or her standard working hours except where the absence is due to paid vacation, paid holidays, paid funeral leave, jury duty, voting time off or paid sick leave. Sick leave with pay will accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Disease Act.
B. **SICK LEAVE ACCRUAL LIMITATIONS.** Sick leave accrual balances for all employees hired on or after March 10, 1996, will not exceed the equivalent of one-hundred thirty (130) working days.

**SECTION 11.3. PROOF OF UTILIZATION.** The University reserves the right at any time to require an employee who has been absent five (5) or more consecutive workdays, or who is suspected of abuse of sick leave utilization, to submit as proof of illness or injury a certificate issued by a physician licensed to practice medicine. Failure to submit such proof upon request will automatically disqualify such employee for sick leave allowance with pay and may result in disciplinary action.

**SECTION 11.4. ROUTINE DOCTOR'S APPOINTMENTS.** Full-time employees, eligible for use of sick leave with pay, may use accrued sick leave allowances for purposes of routine doctor's appointments. Employees utilizing sick leave allowances for such purposes must inform departmental supervision at the time the appointment is made. The University reserves the right to request proof that the time off was in fact used for the purpose requested. Failure to submit such proof upon request will automatically disqualify such employees for sick leave allowance with pay and may result in disciplinary action.

**SECTION 11.5. DUTY TO NOTIFY DEPARTMENT OF SICK LEAVE USE.** Employees unable to report for work due to injury or illness shall inform their department as soon as possible. Time lost by employees who fail to notify their department as required shall be treated as an unexcused absence. Employees who expect to return and are unable to return at their regular starting time that day, will call in as above.

**SECTION 11.6. VACATION CREDITS AND PERSONAL HOLIDAY FOR SICK LEAVE.** Employees who have exhausted sick leave but who are eligible to use accrued vacation or Personal Holiday may, if they so desire, substitute vacation credits or available Personal Holiday for sick leave. If employees are required by the University to leave their jobs to secure a medical examination, the time thus lost will be counted as time worked and the cost of the examination will be paid by the University.

**SECTION 11.7. WORKER’S COMPENSATION OR OCCUPATIONAL DISEASES ACTS ABSENCES.** Absences resulting from industrial accidents or illnesses and compensated under the Worker’s Compensation or Occupational Diseases Acts of the State of Illinois will not be charged against the employee's accrued sick leave except to the extent necessary to make up the difference between salary, when requested by the employee.

**SECTION 11.8. SICK LEAVE EXEMPTED FROM OVERTIME CALCULATION.** Hours compensated as sick leave will not count as hours worked in the computation of overtime.

**SECTION 11.9. LAPSE OF UNUSED SICK LEAVE.** Accrued unused sick leave will lapse on termination of employment, except as provided in §22.7. of this Agreement.

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**ARTICLE 12 AUTHORIZED UNIVERSITY HOLIDAYS AND PERSONAL DAYS**

**SECTION 12.1. AUTHORIZED UNIVERSITY HOLIDAYS.**

A. Authorized University holidays consist of eight (8) regular holidays. The eight (8) regular holidays are:

- New Year's Day
- Labor Day
- Martin Luther King Day
- Thanksgiving Day
- Memorial Day
- The day following Thanksgiving
- Fourth of July
- Christmas Day

B. Whenever any of the regular holidays falls on Saturday, the preceding Friday will be considered an Authorized Holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered an
Authorized Holiday. For units that operate on a seven (7) day schedule, the Authorized Holiday will be observed on the day designated by the University for observation.

SECTION 12.2. PERSONAL DAYS.

A. PERSONAL DAY ACCRUALS. In addition to the eight (8) Authorized University holidays, each employee in pay status on the date of accrual will annually accrue:

1. two (2) personal days on January 1,
2. one (1) personal day on April 1,
3. one (1) personal day on July 1, and
4. one (1) personal day on September 1.

B. EFFECT OF LEAVES ON PERSONAL DAY ACCRUALS. Employees on layoff or leave of absence on any of these dates will not accrue the personal day for that date.

C. SCHEDULING OF PERSONAL DAYS.

1. INDIVIDUAL SCHEDULING. Personal days must be used within the calendar year of accrual and may be taken on days chosen by the employee provided the Personal day is scheduled and the employee gives at least seven (7) calendar days' notice to the department. The University may deny timely submitted requests based on operational need. The supervisor will approve or deny the request no later than five (5) calendar days in advance of the day the employee requested off.

2. DEPARTMENT RE-SCHEDULING PERSONAL DAYS DUE TO EMERGENCIES. If, due to emergency reasons, a department must ask an employee to skip her/his scheduled personal day(s) within one (1) workweek of the scheduled day, the employee will be paid time and one-half (1 ½ x) for hours worked on that day and the day usage will be rescheduled. If use of the personal day cannot be rescheduled during the calendar year, the employee is entitled to an extra day's pay; hours paid in this manner do not count as hours worked.

3. USE OF PERSONAL DAY FOR AN EMPLOYEE'S EMERGENCY. An employee who has one (1) or more personal days accrued may, subject to department approval, use the personal day(s) as an emergency day(s) of personal leave when circumstances justify such use. Employees wishing to make such use of the day(s) must notify the department as soon as possible and specify the reason for the request.

4. PERSONAL DAYS USE AND PROBATIONARY PERIOD. Employees who have accrued personal days during their probationary periods will not be eligible to use the days unless and until they have completed the probationary period.

5. UNUSED PERSONAL DAYS. It is the employee's responsibility to request personal days each year, observing the rules of the department. Failure to use personal days does not entitle an employee to "carry over" the personal days into the next calendar year or entitle the employee to extra payment in lieu of the personal day(s).

6. UNUSED PERSONAL DAYS AT TIME OF TERMINATION. Employees who have completed their probationary periods will be compensated for unused personal days on termination of employment within the calendar year in which the personal days were accrued.

SECTION 12.3. HOLIDAY PAY.

A. PAY WHEN AUTHORIZED HOLIDAYS ARE NOT WORKED:

1. A regular, full-time employee will be paid for authorized University holidays at his or her basic straight-time hourly rate for the number of hours usually worked on a regularly scheduled full
workday.

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

3. An employee who is engaged on a temporary basis will not be paid for authorized University holidays, regardless of the number of hours actually worked per week. An employee in lay-off status or on leave of absence is not eligible for holiday pay.

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

5. **PAY FOR HOLIDAYS NOT WORKED ARE EXEMPTED FROM OVERTIME CALCULATION.** Holiday hours not worked but paid for pursuant to this Article on what would otherwise be an employee's scheduled workday will not be considered as time worked in computing overtime premium due for the workweek notwithstanding the provisions of §12.3.B.1.

B. **PAY WHEN AN AUTHORIZED HOLIDAY IS WORKED.**

1. **CLERICAL EMPLOYEES:**
   a. With the exception of the day following Thanksgiving, clerical employees who are required to work on a regular University holiday will be compensated at one and one-half (1 1/2) times their basic straight-time hourly rate; provided, that if a regular University holiday falls on an employee's regularly scheduled day off and the employee is required to work, the employee will be compensated at two (2) times the basic straight-time hourly rate for the hours actually worked. In addition, employees required to work on regular University holidays will be given equivalent time off, with pay, within thirty (30) days or after the holiday, or pay in lieu of time off.
   b. **WORKING THE DAY AFTER THANKSGIVING.** Clerical employees required to work the day after Thanksgiving will be given equivalent time off, with pay, within thirty (30) days before or after the holiday. For three-shift operational units and the Press Warehouse, the terms of this §12.3. shall be applicable for all regular holidays.

2. **SERVICE MAINTENANCE EMPLOYEES:**
   a. Service/maintenance employees who are required to work on a regular University holiday, and the majority of hours worked fall on the holiday, s/he will be compensated at two and one-half (2½) times her/his basic straight-time hourly rate.
   b. When the holiday falls on an employee's regularly scheduled day off and the employee is required to work, s/he will be compensated at three (3) times her/his basic straight-time hourly rate for three (3) hours or the hours actually worked, whichever is greater. For three-shift operational units, the terms of this §12.3.B.2. will be applicable to all regular holidays.

**SECTION 12.4. WHEN WORK SCHEDULES OVERLAP TWO CALENDAR DAYS.** For purposes of this Article clerical employees whose work schedules overlap two (2) calendar days will be regarded as working on a holiday if the majority of their scheduled hours fall on the holiday.

**SECTION 12.5. ABSENCE BEFORE/AFTER HOLIDAY.** If an employee is absent from work on the employee's scheduled working day before or after any Authorized Holiday, the employee will not receive pay for the holiday unless the absence was previously authorized or is later approved by the department head. An absence due to a documented illness is eligible for holiday pay.
ARTICLE 13   VACATIONS WITH PAY

SECTION 13.1.  ELIGIBILITY.

A. **EMPLOYEES WITH MORE THAN TWELVE (12) MONTHS SERVICE.** Employees will be entitled to vacation with pay after twelve (12) months of continuous service. However, employees may, with a supervisor's approval, take vacation after three (3) months of service, provided that payment for advance vacation may be deducted from the employee's pay if employment terminates before the completion of twelve (12) months of employment. Upon termination of employment, an employee with more than twelve (12) months of service will be paid for unused accrued vacation.

B. **EMPLOYEES WITH LESS THAN TWELVE (12) MONTHS SERVICE.** An employee with less than twelve (12) months of service will not be eligible for payment of vacation credits.

SECTION 13.2.  VACATION ACCRUALS.

A. **CALCULATION:** Vacation is accrued monthly at the rate of one-twelfth (1/12) the employee's annual accrual. Monthly vacation accruals for an eligible full-time and part-time staff employee are calculated by multiplying the number of the employee's standard workweek hours by the number of annual accrued standard workweeks of vacation and then dividing by twelve (12).

B. **ANNUAL ACCRUAL RATE:** All employees will accrue vacation at the rate of three (3) standard workweeks per year for the first eight (8) years of continuous service. After completing eight (8) years of service an additional standard work week will be added to an employee's vacation account, and vacation will accrue from that point on at the rate of four (4) standard workweeks per year through the twentieth year of continuous service. After completing twenty (20) years of service an additional standard workweek will be added to an employee's vacation account, and vacation will accrue from that point on at the rate of five (5) standard workweeks per year. Authorized absences caused by illness or injury or leaves of absence will not interrupt continuous service for purposes of computing the employee's years of service.

C. **MAXIMUM ACCRUAL.** Employees may not accrue more than one and one-half (1½) times the total hours of an annual vacation to which they are entitled.

D. **EFFECT OF ABSENCES ON ACCRUALS.** No vacation will accrue in any month during which employees are absent for more than one-half (1/2) of their standard working hours except where absence is due to the following paid absences: vacation, holidays, bereavement leave, jury duty, voting time off, or military leave.

E. **ACCRUAL DURING WORKERS COMPENSATION LEAVE.** Vacation will accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Diseases Act.

SECTION 13.3.  ADVANCE VACATION PAY.  Employees may receive vacation pay in advance by notifying their supervisor at least two (2) weeks prior to the beginning of their vacation. Advance vacation pay will be in weekly increments only and will be provided on the last scheduled workday before the vacation.

SECTION 13.4.  SCHEDULING VACATION.  Annual vacation will be granted at the time of year selected by the employee, provided, however, that in scheduling vacations to fit the needs of both the employees and the University no employee will be deprived of a full annual vacation except as provided in §13.8. of this Agreement.

SECTION 13.5.  SCHEDULING CONFLICTS.

A. When timely employee vacation requests conflict, choice of vacation will be given the employees in each department according to seniority.
B. Service/maintenance employees may exercise seniority for a single vacation request of one or more consecutive weeks per calendar year. Seniority may not be used to displace another service/maintenance employee from the vacation schedule once the schedule has been set.

**SECTION 13.6. ADVANCE NOTICE OF VACATIONS.**

A. Each employee's vacation schedule will be established at least thirty (30) days in advance by the University, provided employees have submitted their preferences to their supervisor no less than forty-five (45) days before the beginning date of the requested vacation and subject to the provisions of §13.5 of this Article. After an employee's vacation period has been established, no change will be made with less than thirty (30) days' notice without the employee's consent except in case of emergency.

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

**SECTION 13.7. EXEMPTED FROM OVERTIME CALCULATIONS.** Compensation during paid vacations will be at the employee's basic straight-time hourly rate. Vacation taken during a workweek will not be counted in computing overtime for hours for that workweek.

**SECTION 13.8. EMERGENCY REQUESTS FOR EMPLOYEES TO FOREGO VACATION.** The University may, in emergencies, request an employee to work through all or any part of vacation.

A. If the request is made before the employee’s vacation begins, the University will pay the employee the vacation allowance in addition to the standard compensation earned by working during the vacation period, unless the employee requests to retain the vacation accrual for later use.

B. If the request is made after an employee's vacation has begun, the University will pay one and one-half (1½) times the basic straight-time hourly rate for the hours worked, plus vacation pay, unless the employee requests to retain the vacation accrual for later use. The University will not request an employee to work through all or any part of vacation in two (2) successive years.

**SECTION 13.9. REQUEST FOR UNPAID TIME OFF.** Any employee who has used part or all of his or her accrued vacation hours may apply for excused unpaid time off during the year. The University will approve such applications if the department will not be unduly hampered by the absence of the employee at the requested time.

**SECTION 13.10 REDUCED/SUSPENDED OPERATIONS – USE OF VACATION TIME.** In departments where it may be necessary to suspend certain operations because of holidays, interim periods, or vacations, employees involved may use accrued vacation for hours they would have regularly worked if the suspension of operations had not occurred. Departments planning a suspension of operations will notify the employees of the date of their anticipated suspension of operation by January 15. In no case will any employee be paid more vacation hours than they have accrued immediately before the beginning of the suspension of operations period.

**ARTICLE 14 OTHER LEAVE ALLOWANCES**

**SECTION 14.1. FALSIFICATION OF APPLICATION.** Falsification of leave of absence documentation is cause for disciplinary action, including termination.

**SECTION 14.2. BEREAVEMENT LEAVE**

A. **IMMEDIATE FAMILY.** Employees who have completed three (3) months of employment will, with supervisory approval, be allowed three (3) working days off at straight-time pay. If the employee has
to travel more than four hundred miles (400) each way then she/he will be allowed four (4) working
days off at straight-time pay. Employees who have ten (10) years of service will be granted five (5)
funeral leave days. "Immediate family" is defined as parents, step parents or foster parents, sisters,
brothers, spouses, children/step children, or domestic partners as defined by University policy.

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

C. **ADDITIONAL TIME.** Any additional time off requested may be taken from accrued vacation time provided
the employee obtains the approval of the supervisor in advance.

D. **SPECIAL CIRCUMSTANCES.** The University agrees to consider on an individual basis paid time off for the
death of a person not having one of the relationships to the employee stated above. If paid time off is
granted in this situation, it will be charged against the employee's balance of accrued vacation.

E. **VERIFICATION.** The University has the right to request verification of relationship, death, and distance
traveled before paying benefits under this Article. University may require that an employee complete a
form stating the names and relationships of relatives covered by this Section.

**SECTION 14.3. JURY SERVICE.** Employees who are summoned and report for jury service will be excused from
work for the days on which they serve as jurors and will receive, for each day of jury service on which they would
otherwise have worked, their straight-time hourly rate for normally scheduled work hours. The employee
retains the check issued by the court.

A. In order to receive payment, an employee must give the supervisor notice of the jury summons at the
earliest practical time.

B. Employees who are called to serve as jurors but are later excused from service will report to work for
the remainder of their scheduled work hours. An employee serving as a juror Monday through Friday
will not be required to work the weekend.

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

**SECTION 14.4. PARTICIPATING IN NATIONAL, STATE, OR MUNICIPAL ELECTIONS**

A. **VOTING TIME.** Employees whose working hours prevent them from voting will be allowed a maximum
of two (2) hours with pay at the basic straight time rate in order to vote during national, state, or
municipal elections provided

1. the employee submits a written statement to the supervisor stating that the time off will be
   used for voting only, and

2. the employee shows a current proof of voter registration to the supervisor, and

3. arranges the time off with the supervisor at least two (2) working days in advance.

B. **EMPLOYEES SERVING AS ELECTION OFFICIALS.** Upon receipt of a written request with at least forty-eight (48)
hours prior notice and approval of the department head, which approval may not be unreasonably
withheld, employees who serve as judges, clerks, or official watchers at elections will be granted time
off without pay on days of national, state or municipal elections.

**SECTION 14.5. PERSONAL LEAVE OF ABSENCE.** An employee may apply for an unpaid personal leave of absence for
justifiable reasons. The rules governing a leave of absence are as follows:

A. **UNIVERSITY DISCRETION.** The University will give consideration to the circumstances of each employee's
application for Personal Leave, and has the right to determine whether or not to grant a leave of absence and to set the duration of the leave.

1. The University will not grant a leave of absence during the first year of employment except where the leave is of short duration in emergency circumstances.

2. At the University’s discretion, a leave may be extended if the employee requests the extension in writing before the initial leave expires, provided the total duration of the leave shall not exceed one (1) calendar year.

B. **TIMELY RESPONSE TO APPLICATION.** Responses to requests for a leave of absence will be provided to employees within fourteen (14) calendar days of receipt of the request. An employee who begins a leave without receiving approval may be terminated.

C. **EMPLOYEE PAID FOR ACCRUED VACATION AND PERSONAL HOLIDAY TIME BEFORE LEAVE BEGINS.** A benefits-eligible employee will be paid for accrued vacation and personal holiday time no later than the next regularly-scheduled payday after the leave of absence begins.

D. **EFFECT OF PERSONAL LEAVE ON THE EMPLOYEE’S POSITION, EMPLOYMENT, AND SENIORITY.**

   1. **HOLDING EMPLOYEE’S ASSIGNMENT DURING LEAVE.** The University is not required to hold an employee’s assignment during a leave of absence. Reinstatement to the employee’s former assignment after a leave is at the discretion of the University.

   2. **REEMPLOYMENT AFTER PERSONAL LEAVE.** If the University does not hold an employee’s assignment during a leave of absence, the employee may apply for vacant positions following the expiration of the leave.

      a. If the employee obtains another position within one year of the leave’s commencement, s/he will be subject to a ninety (90) calendar day qualifying period. If the employee does not satisfactorily perform the duties during this ninety (90) day period, s/he will be placed in layoff status.

      b. If the employee obtains another position more than one year following the leave’s commencement, s/he will be subject to the provisions of §6.3, Probationary Period.

      c. **EFFECT OF LEAVE ON SENIORITY.** If the employee returns from the leave of absence within one (1) calendar year following the beginning of the leave, s/he will retain the seniority earned prior to the leave.

      d. If the employee does not return from the leave of absence within one (1) calendar year from the beginning of the leave, her/his employee status will be terminated

E. **FAMILY MEDICAL LEAVE.** The University will provide Family Medical Leave as required by law.

**SECTION 14.6. MILITARY RESERVE TRAINING.** An employee who is in the military reserves will be allowed up to two (2) consecutive weeks' excused absence per year to participate in required military training. An employee who has completed a year's service may elect to use his or her accrued vacation for the military leave and retain both his vacation and military pay, or he or she may take a paid military leave, in which case, he or she must turn over to the University the military base and longevity pay in exchange for regular straight-time pay for his scheduled work hours lost during the period of active duty training. Employees who must be absent for military training must give their supervisors as much advance notice as possible. The employee will provide his or her supervisor with a copy of the military orders. Any employee whose training period extends beyond three (3) workweeks will be placed on unpaid leave for any time not covered by vacation, personal holiday time, or paid military leave.
SECTION 14.7. TEMPORARY SEASONAL SHUTDOWN STIPEND (TSSS).

A. **GENERAL PROVISIONS.** The University will provide eligible full-time non-probationary employees a Temporary Seasonal Shutdown Stipend (TSSS) benefits program to provide income to eligible employees of a section or department or for specific positions within a department that are designated as 9- or 10-month assignments during temporary seasonal shutdown or reduced operation periods.

1. **PERIODS OF SHUTDOWN.** Periods of shutdown or reduced operations generally occur between mid-June and mid-September and, for departments with multiple shut-down periods, also occur during a winter and/or a spring designated shutdown or reduced operation period.

2. **ELIGIBILITY AND PAY.** For the purposes of this Article, “full-time” means an average of seventy (70) paid hours per pay period during the academic year in any bargaining unit position. To be eligible for a TSSS benefit, employees must work in a department that has (a) seasonal shutdown(s) or reduction period, and must have a 9-month or 10-month appointment at the time of the seasonal shutdown. In addition, such employees must not apply for Unemployment benefits during the shut-down period(s).

   a. TSSS hours are paid at 65% of the employee’s straight time hourly earnings during periods of shutdown or reduced operations as defined in §14.7A.1., above.

   b. TSSS is a supplement to reduced hours during the temporary seasonal shutdown or reduced operation periods, and is not intended to bring employees to full pay status. As such, accrued vacation and personal hours cannot be used as a supplement while receiving TSSS payments.

3. **ACCRUALS USAGE:**

   a. **ACCRUALS USAGE FOR SINGLE SHUT DOWN OPERATIONS.** Employees in a department with a single shut down or reduction period must use all but two (2) accrued vacation and personal days prior to receiving TSSS benefits.

   b. **ACCRUALS USAGE FOR MULTIPLE SHUT DOWN OPERATIONS.** Employees in a department with multiple shut down or reduction periods who are not scheduled to work may elect to use accrued vacation and personal days prior to or after receiving TSSS benefits. Such employees will not be required to use accrued vacation and/or personal days in order to be eligible for TSSS payments. Further, such employees may not use accrued vacation and personal days while receiving TSSS benefits.

   c. Employees who are scheduled to work during all or part of the shut-down / reduction period will be paid at their regular rate of pay for hours worked. Such employees:

      (1) are eligible to use accrued sick and vacation time for approved sick and vacation time off; such payments will not exceed the hours in their scheduled work day during the academic year.

      (2) may use TSSS to supplement the difference in hours between the reduced work schedule and the academic year schedule in the event the work schedule during the “shutdown” period is less than the employee’s regular academic year schedule.

4. **ON JUNE 1 OF EACH YEAR,** eligible employees receive a maximum of twelve (12) weeks of TSSS, or between three hundred eighty four (384) and four hundred and eighty (480) TSSS hours, based on the employee’s regularly scheduled weekly hours during the academic year. The sole exception is departments which, as a result of seasonal shutdowns, are scheduled for shut down for at least sixteen (16) workweeks. Employees in these departments may receive a thirteenth (13th) week of TSSS (i.e., a maximum of forty (40) hours depending on the employees’ normal
work hours) if needed to cover a shutdown week in which the employee does not work.

5. **While receiving TSSS benefits:**

   a. Employees will continue their regular staff benefits; the employee's share of costs will be deducted from the TSSS payments, and the University will pay the employer's share.

   b. Seniority will continue to accumulate.

   c. Employees do not accrue vacation, personal days, or sick leave, nor are they paid for any regular holidays, funeral leave, jury duty, voting time, or military leave, except that in departments with multiple shut down or reduction periods, only:

      (1) All employees receive five (5) personal days

      (2) Nine (9)-month and/or ten (10)-month employees receive seven (7) University Authorized Holidays

6. Employees do not receive TSSS benefit payments during any period for which they are receiving payments under the Worker's Compensation temporary disability benefits program, or any University disability plan.

7. Applying for or receiving Unemployment Insurance benefits while receiving TSSS benefits payments will be cause for disciplinary action, including discharge.

8. Employees at the University of Chicago Laboratory Schools who began employment prior to July 5, 2011, may continue to use vacation/sick leave as it accrues each pay period, and are not required to wait until month end. However, employees at the University of Chicago Laboratory Schools hired after July 5, 2011 will accrue vacation/sick leave on a monthly basis.

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

   **SECTION 14.8. UNION LEAVE.** Employee Union Representatives/Stewards are eligible for leaves of absence in accordance with the provisions of Article 3.

   **ARTICLE 15    SAFETY AND HEALTH**

   **SECTION 15.1. SAFETY & HEALTH PROVISIONS/SAFETY COMMITTEE.** The University will continue to make reasonable provisions for the safety and health of its employees during their hours of employment. The University and the Union will mutually agree upon a list of employees from the bargaining unit who will serve on the University Safety Committee.

   **SECTION 15.2. SAFETY STANDARDS, OCCUPATIONAL INJURY OR ILLNESS.** The University will continue to maintain safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection will be available to all employees during all working hours. Employees who are injured on the job or suffer occupational injury or occupational illness will be entitled to prompt handling of their claims for referral to such outside insurance carriers utilized by the University for processing claims.

   **SECTION 15.3. PROTECTIVE CLOTHING & SHOE ALLOWANCE.** The University will continue to furnish protective
clothing (for example, rubber gloves and rubber aprons) and/or equipment to the extent reasonably necessary to protect the employees' health and safety. Employees will wear and use such clothing and equipment as directed. The University will pay up to $125.00 annually toward the cost of safety shoes for Press employees regularly assigned to work in the warehouse. If the University determines that safety shoes should be worn by other employees during working hours, the terms of this section shall apply.

SECTION 15.4. ERGONOMIC FURNITURE.

A. If, during the term of this Agreement, the University requires the acquisition of new office equipment for use in conjunction with computer monitors, including hand-held monitors, the University will consider the purchase of "ergonomic furniture", provided, however, cost considerations are equal.

ARTICLE 16 BULLETIN BOARDS

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

ARTICLE 17 SHORT TERM DISABILITY

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

A. Any eligible employee who is absent from work because of a non-work-connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence or at the completion of time covered by accrued sick leave, whichever is longer.

B. The benefit payment will be sixty percent (60%) of basic straight-time hourly earnings. Benefits will continue as long as the employee is disabled until the end of a thirteen (13) week period that begins on the first day of absence or until Long-Term Disability benefits begin whichever is later; but in no event will Short-Term Disability benefits be paid for more than twenty-six (26)-weeks.

ARTICLE 18 WAGES AND HOURS

SECTION 18.1. WAGE INCREASES,

A. $ 2.0% increase effective March 1, 2020.

B. FIRST ANNIVERSARY INCREASE.

1. Newly hired clerical employees whose rates do not exceed the hiring range maximum for their present grade will receive an increase equal to 2.0% of their hourly rate in the first full pay period following the one year anniversary of their hire date.

2. Service/maintenance employees may be advanced to Step 2 after successfully completing their probationary period.

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

D. **PAY RAISE ON PROMOTION.** When promoted or reclassified to a position within a higher salary grade, an employee will receive a minimum of seven percent (7%) increase above the previous rate (for one (1) grade promotion) plus a minimum of four percent (4%) increase for each additional grade. These increases may not exceed the Scale Maximum, will not be compounded or fall below the Hiring Minimum. Pay rates for non-probationary employees who have been promoted or transferred are not subject to §18.10A (Setting Rates For New Hires).

E. **PAY DECREASE ON DEMOTION.** When an employee moves to a lower-rated position because of bidding or a reduction in force, he/she will receive a maximum seven percent (7%) decrease for a one (1) grade downward movement plus a maximum four percent (4%) decrease for each additional one (1) grade downward movement. These decreases will not be compounded and are not to exceed the Scale Maximum or fall below the Hiring Minimum.

**SECTION 18.2 EFFECT OF ABSENCES DUE TO ON-THE-JOB INJURY.** Absence due to on-the-job compensable injury will not be used as a basis for delaying implementation of automatic step increases set forth in the wage schedules for service/maintenance employees.

**SECTION 18.3. BASIS FOR TIME CALCULATION/NO GUARANTEE OF HOURS.** The provisions of this Article are intended to provide a basis for calculating straight-time, overtime, and premium payments and will not be construed as a guarantee of hours of work per day or per week. Overtime or premium payments will not be pyramided under this Agreement or paid more than once for the same hours worked.

**SECTION 18.4 FLEX TIME.** University Departments may establish a flex-time schedule for employees who elect to change to flex time. Each workweek must stand alone for the purpose of determining overtime. Accruals for vacation, sick leave, holiday pay, and personal holidays are based on average scheduled workweek. While on the “flex-time” schedule, an employee may elect to supplement their holiday pay with vacation or personal holiday time in order to receive their regular bi-weekly pay. A copy of the employee's waiver of overtime rules will be kept in the employee's personnel file.

**SECTION 18.5. OVERTIME**

A. **WEEKLY OVERTIME** Employees will be paid one and one-half (1½) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked in excess of forty (40) in one workweek.

B. **DAILY OVERTIME** Employees working regularly scheduled shifts of not less than seven and one-half (7 ½) hours shall be paid one and one-half (1½) times the basic straight-time hourly rate plus any applicable shift premium for all hours worked by direction of supervision immediately prior to or following and in excess of their regularly scheduled shift.

C. **OVERTIME NOTICE.** When overtime hours are required, the University will give employees affected as much advance notice as is practical.

D. **OVERTIME EQUALIZATION.** To the extent practical, the University will equalize overtime opportunities among employees performing similar work within a department.

**SECTION 18.6. WORK WEEK DEFINED.** For the purposes of computing overtime the workweek is defined as the seven (7) days beginning on Sunday and ending on the following Saturday.

**SECTION 18.7. WORK SHIFTS DEFINED.**

A. For purposes of this Agreement, shifts will be designated as:

1. the first shift normally starts at 7:00 am
2. the second shift normally starts at 5:00 pm;
3. the third shift normally starts at 12:00 midnight.

B. Employees working during the second or third shift will be paid eighty cents ($0.80) per hour in addition to their basic straight-time hourly rate provided that the major portion of their hours worked falls between the hours of 5:00 p.m. and 7:00 a.m.

C. Employees permanently assigned to evening or night shifts will be paid the applicable shift differential for paid holiday and vacation hours.

D. Employees whose work shifts begin on or after 12:00 midnight Saturday night and before 12:00 midnight Sunday night will be paid a shift differential of eighty cents ($0.80) per hour in addition to their regular straight-time hourly rates for hours worked in such shifts. Shift differential pay will be in addition to any premium pay due employees pursuant to §18.5.

SECTION 18.8. MEAL PERIODS AND BREAKS.

A. Employees working a regularly scheduled shift of at least seven and one-half (7½) hours are entitled to

1. one (1) unpaid meal period of between thirty (30) minutes and one- (1) hour, and
2. two (2) fifteen (15)-minute paid break periods per full shift.

B. Part-time employees are entitled to one (1) fifteen (15)-minute break for four (4) hours worked.

C. Full-time Residence Halls Desk Clerks and Lobby Attendants, and some Library Entry/Exit Control staff, are not granted formal relief for meals and breaks pursuant to §18.8.A., above. The University agrees to pay such employees seventy-five cents ($0.95) per hour in addition to their regular straight-time hourly rates for hours worked on such shifts.

SECTION 18.9. EFFECTS OF CALL-BACK, WORK ON DAYS OFF AND SHIFT SPAN.

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

1. Employees are called back by the University for emergency work after completing their regular workday.
2. Employees are required by the University to work on their scheduled days(s) off. Days off shall be scheduled at least five (5) days in advance except when employees request and agree to trade days off with the prior approval of their supervisor.
3. Employees are required to report for a new shift less than twelve (12) hours after the completion of a regular shift. If, however, an employee requests to be scheduled in this manner, the basic rate will be paid.

SECTION 18.10. RATES OF PAY.

A. SETTING RATES FOR NEW HIRES. The University agrees that it will not hire inexperienced and untrained employees in a particular position at a rate beyond that paid to the lowest paid employee working in an identical position within the same department. If an experienced person is hired for a particular position, the hiring rate shall not be in excess of that paid an employee with equivalent relevant training and experience who is working in an identical position within the same department.

B. ADJUSTING RATES FOR EXISTING EMPLOYEES. Where required by market conditions (i.e., the ability to attract or retain qualified employees), and/or in order to correct departmental pay inequities, the University may raise the pay rates of individual employees within a particular job classification.

1. DUTY TO NOTIFY AND DISCUSS PAY RATE ADJUSTMENT. If the University deems it necessary to make adjustments to pay rates, it will promptly notify the Union and engage in good faith discussions
over the proposed changes.

2. **ARBITRATION.** If no agreement is reached, the University may implement its proposed changes, and the Union may submit the matter to an arbitrator pursuant to the procedure provided in Article 7 of this Agreement. In any arbitration proceeding pursuant to this Section, the University shall have the burden of proving that its new rate is justified by job content, market data, and is consistent with pay rates paid other employees in similar positions within the same department.

**SECTION 18.11. TEMPORARY TRANSFER.** An employee temporarily transferred to perform all the duties of a higher-rated position in the same department for a period of one-half workday or more will, during the period of the transfer, receive a rate for the higher-rated position calculated in accordance with §18.1. Employees temporarily transferred to lower-rated positions will maintain their regular rate of pay except when such transfer is arranged in the employee's interest.

**SECTION 18.12. NOTICE OF CHANGE OF WORK SCHEDULE.**

A. University management may elect to change an employee's work schedule with two (2) weeks' advance notice. A change in work schedule will not be assigned arbitrarily.

B. When an employee is notified of a change in work schedule, including workweek, shift, workdays and/or hours, the employee may request two (2) additional weeks' advance notice before the work schedule change occurs. This means an employee will receive two (2) weeks' notice before a change is made and another two (2) weeks before the change is made, if requested.

C. If management elects to change the employees schedule as described above, all provisions of this Agreement relevant to the calculation of paid time off, overtime, breaks, lunch periods, and shift schedules would be governed by those provisions for the new work schedule.

**SECTION 18.13. MINIMUM HOURS AND REPORTING TO WORK; EXCLUSIONS.** Full-time employees will receive a minimum of four (4) hours' work or four (4) hours' pay at their regular straight-time hourly rate when they report for work as scheduled on a regularly scheduled work day unless they (a) have been notified not to report for work; (b) they leave work voluntarily before completing four (4) hours; or (c) they are suspended or discharged for cause due to events that occurred the same day. This does not apply when the University's inability to provide work is due to power failure, equipment breakdown, and/or Acts of God.

**SECTION 18.14. TRAINING DIFFERENTIAL.** Employees who are assigned to introduce methods and procedures to other employees that go beyond routine orientation will be considered to be engaged in an in-service training process. The University will provide a training pay differential of one dollar ($1.00) per hour to employees functioning as trainers for the period of their assignment when the employee's job classification and/or job description does not include overseeing, directing, training, and/or leading the work activities of other employees.

**SECTION 18.15. LEAD PAY DIFFERENTIAL.** The University and the Union recognize that many senior level job descriptions include overseeing, directing, training, and/or leading the work activities of other employees. These tasks are recognized by the assignment of higher-level job grades. However, the University will provide a lead pay differential of fifty-five cents (55¢) per hour to employees who are assigned the responsibility of overseeing the general work flow of a unit by training, assigning, and directing the work of two (2) or more employees of the same title and classification.

**ARTICLE 19 NEW OR CHANGED CLASSIFICATIONS**

**SECTION 19.1. CLASSIFICATION REVIEW PROCESS.**

A. **JOB EVALUATION PROCESS.**
1. The Union may submit a written request for the evaluation of an employee’s job anytime throughout the year using the evaluation form provided by the University. The University will review these requests, provided there is a clear demonstration that the job is improperly classified. The University will evaluate the requests using the standard protocols for the University of Chicago job classification, and will notify the Union of the determination within three (3) months of the Union’s submission. When the evaluation process is completed the University may install an appropriate title, grade level, and occupational group if the position’s classification is changed and will negotiate promptly with the Union concerning the appropriateness of its decision.

2. The University may review and classify positions throughout the life of this Agreement and will negotiate promptly with the Union concerning the appropriateness of its decisions. The effective date for changed classifications will be the pay period date closest to the submission of the written request.

B. **NEW JOB CLASSIFICATIONS.**

1. **UNIVERSITY ACTION.** If the University establishes new job classifications in the bargaining unit, it will notify the Union as soon as is practical. The University may establish a rate of pay for the classifications and will negotiate promptly with the Union concerning the appropriateness of the established rate. Should the University and the Union agree to a rate higher than the rate originally determined by the University, the higher rate will be retroactive to the time the new classification was established.

2. **UNION REQUESTS FOR REVIEW.**

   a. If the Union claims that other entirely new job classifications have been established since the execution date of this Agreement, it will notify the University by submitting a written job evaluation form (to be supplied by the University). These claims will be resolved in accordance with the process set forth in §19.1.A above.

   b. If no agreement is reached concerning appropriate rates of pay, the Union may challenge the rate established by the University through the grievance and arbitration process provided in Article 9 of this Agreement; and in such case, the question before the arbitrator will be whether the rate established by the University bears a proper relationship to rates prescribed by this Agreement for other classifications within the bargaining unit.

**ARTICLE 20 LABOR-MANAGEMENT CONFERENCES**

**SECTION 20.1. GENERAL PROVISIONS.** The Union and the University agree that in the interest of efficient management and harmonious employee relations, periodic meetings should be held between the Union and management, such meetings being referred to as “Labor-Management Conferences.”

**SECTION 20.2. DEFINITION.** Contract administration or application matters, matters of mutual concern, and conditions tending to cause misunderstanding will be addressed in Labor-Management Conference Meetings. Topics include: employee training and development, benefits, and other items either party identifies to be considered at any Labor-Management Conference. These meetings are not part of the grievance procedure. Neither grievances nor proposals to alter the terms of this Agreement will be considered at Labor-Management Conferences.

**SECTION 20.3. AGENDAS.** At least ten (10) days prior to each meeting the University and the Union will exchange information as to the proposed subject matter to be discussed at the forthcoming meeting and the
names of those attending.

**SECTION 20.4. SCHEDULING.** Labor-Management Conferences will occur during working hours and will be with pay for a reasonable number of employees.

**ARTICLE 21 SAVINGS AND SEPARABILITY**

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

**ARTICLE 22 BENEFITS**

**SECTION 22.1. BENEFIT PROGRAMS.**

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

1. Retirement Income Plan for Employees (ERIP), including Pension Plan for Staff Employees (SEPP), for Employees hired on or before November 1, 2016.
2. Enhanced ERIP for Employees hired on or after November 2, 2016 (and participants in ERIP/SEPP who opted into Enhanced ERIP during the opt-in period).
3. Personal Accident Insurance Plan
4. Tuition Remission Plan (University of Chicago courses for employees and their children)
5. Dental Insurance
6. Long-Term Disability
7. Staff and Faculty Assistance Program
8. Staff Undergraduate Tuition Assistance
9. Medical Insurance
10. Life Insurance
11. Vision Care Plan
12. Group Long-Term Care

**SECTION 22.2. DEFINED CONTRIBUTION RETIREMENT INCOME PLAN FOR EMPLOYEES.**

A. ERIP for Employees hired on or before November 1, 2016: the University's current contribution to the Defined Contribution portion of ERIP is 2.5%. Mandatory enrollment will occur at the age of twenty-one (21) and one (1) year of service. Employees will be vested in the University's Contribution to the Defined Contribution portions of ERIP after three (3) years of employment.

B. Enhanced ERIP for Employees hired on or after November 2, 2016 (and participants in ERIP/SEPP who opted into Enhanced ERIP during the opt-in period):
Retirement Plan for Employees (Enhanced ERIP)

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<td>University Contribution</td>
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<td>University Match on Voluntary Employee Contributions</td>
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<td>Total Possible Contribution</td>
</tr>
<tr>
<td>University</td>
</tr>
<tr>
<td>Employee</td>
</tr>
</tbody>
</table>

SECTION 22.3. LONG TERM DISABILITY PLAN. Employees with three (3) months or more of service will be required to participate in and make contributions to the University's Long Term Disability Plan. The benefits provided by this plan will remain in effect for the term of this Agreement. For the term of this Agreement, the University will pay the costs for $14,000.00 of annual salary coverage for full-time employees ($7,000.00 of annual salary coverage for part-time employees) and the employees will make monthly contributions for the balance of the costs.

SECTION 22.4. HEALTH PLAN CONTRIBUTION RATES.

A. Employees’ annual straight-time earnings (i.e., annual salary) will determine which Health Insurance Contribution Rate Tier they fall into under the Maroon, UCHP, HMO Illinois, and Humana Illinois Platinum HMO. Effective January 1, 2017, the Tier 1 cutoff increased from an annual salary of $45,000 to an annual salary of $47,500.

B. The benefits provided by such plans shall remain in effect for the term of this Agreement. The University agrees that if the Tier cutoff established by the University in 2018 or 2019 exceeds $47,500, the University-established Tier cutoff will apply to members of the bargaining unit.

C. Effective January 1, 2017, and in subsequent years of this Agreement, the monthly contribution rates
for employees will be the same as the premium increase, up to a maximum of 20%.

D. The University’s contribution toward health care plan coverage is applicable only for employees who are in active pay status, except as provided in §11.7 and §14.5 of this Agreement.

SECTION 22.5. EMPLOYEE CONTRIBUTIONS. Except as provided for in §22.2, §22.3, §22.4 and in Appendix I of this Agreement, there will be no increase in employee contributions required to maintain existing benefits under the following benefit programs:

A. Retirement Income Plan for Employees (ERIP)
B. Group Life Insurance Plan (basic benefit only)
C. Long-Term Disability Plan (same contribution formula as provided in §22.3)
D. Personal Accident Insurance Plan

SECTION 22.6. IMPACT OF IMPROVED BENEFITS DEFINED. If, during the term of this Agreement, any improvement is granted by the University to another group of non-academic University employees, the same improved benefits will apply to employees covered by this Agreement. Benefits covered by this Section are those enumerated in §22.1, §22.2, §22.3, and §22.4, and employee health and dental plan contribution rates. If, during the term of this Agreement, any improvement to existing health, vision, and dental plans is established pursuant to a negotiated agreement between the University and another union, the improvement will be offered to employees covered by this Agreement.

SECTION 22.7. ACCRUED SICK LEAVE PAYOUT
Any employee who qualifies by age and service for retirement under the Employee Retirement Income Plan and who elects to retire from the University or who has at least 20 years of continuous service and who voluntarily terminates from the University will be eligible for additional compensation or health care benefits, provided such employee has a balance of accrued sick leave hours as follows:

A. Eligible employees will receive a lump-sum amount, determined by multiplying 30% of a maximum of 1,200 hours of their unused accrued sick leave by the employee's basic straight-time hourly rate (not to exceed 360 hours’ pay).
B. This lump-sum amount will be paid as terminal compensation, in addition to hours actually worked and any unused personal holiday time and accrued vacation as provided under this Agreement. In the event the employee dies during active employment, the above payment will be made to the employee’s designated beneficiary.

ARTICLE 23 MAINTENANCE OF STANDARDS

A. No employee covered by this Agreement will suffer any loss of wages through the signing of this Agreement.
B. The University will not modify, alter, add to, withdraw, or inject any new plan of an economic nature covering wages or other benefits affecting the employees covered by this Agreement without first negotiating with the Union. If no Agreement is reached concerning the issue the Union may make use of the arbitration procedure provided in Article 9 of this Agreement.
C. If the University modifies or introduces new University-wide and/or department-wide policies, it will provide the Union and affected employees with a written copy of the new or changed policies prior to the effective date of the policy.
D. It is further agreed that no employee or representative will enter into any agreements, contracts, or
commitments, either orally or in writing, that interfere with either the intent or content of this Agreement.

ARTICLE 24 TRAINING

SECTION 24.1. TRAINING COMMITTEE. The University and the Union agree to establish a training committee with up to three (3) representatives from the Union, and three (3) or more representatives from University management. Each training committee member’s term of service will be one year in duration. The Training Director of Human Resources Management will convene and oversee this committee. The committee's responsibility, with respect to programs involving members of the bargaining unit, will be to evaluate and recommend relevant training topics, including the following:

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

SECTION 24.2. NEW EQUIPMENT / SOFTWARE. In the event that new or revised duties are added to an employee’s job, or the duties of the employee’s job are revised to incorporate the operation of new equipment and/or software, the employee will be given a reasonable opportunity to be trained in the performance of these new or revised duties.

SECTION 24.3 EDUCATIONAL ASSISTANCE.

During the term of this Agreement, employees will be eligible to participate in the following educational assistance programs to the same extent as the programs are applicable to all other non-academic University personnel:

A. Employee Tuition at the University of Chicago
B. Employee Tuition Outside the University of Chicago
C. Graham School Certificate Classes
D. Employee Dependent Children Tuition Benefit
E. University Laboratory Schools Benefit

ARTICLE 25 CORRECTIVE ACTION

SECTION 25.1. CORRECTIVE ACTION.

A. ACTIONS. The parties agree that a fairly administered progressive corrective action procedure can be effective in identifying and remedying many problems which interfere with employee job performance.

1. The University will not take corrective action without just cause. However, serious offenses may warrant immediate discharge. Examples of serious offenses are theft, physical violence, threats of physical violence, use of intoxicants or drugs, gross insubordination, deliberate or malicious damage to University property, falsification of payroll or other records, violations of the Health insurance Portability and Accountability Act (HIPAA), or intentional misuse of electronic information systems such as:
a. accessing or generating information which is not relevant to the employee's assigned tasks;
b. deleting or altering information without authorization;
c. generating false, misleading, or scurrilous information; and/or
d. retrieving or creating documents from the electronic information system(s) for personal or any other unauthorized use.

2. **INVESTIGATORY LEAVE.** The University may place an employee on investigatory leave in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties. An investigatory leave shall not be considered corrective action as defined in this Article. An investigatory leave with pay may be for the duration of the investigation. An employee may be placed on an investigatory leave without pay for up to fourteen (14) days if the offense being investigated is serious.

   a. If the unpaid investigatory leave results in exoneration, a verbal warning, or a written warning, the employee will receive regular straight-time wages and benefits, including holiday pay if an Authorized Holiday falls during the investigatory leave, for the period of the investigatory leave.

   b. If the unpaid investigatory leave results in a suspension which is shorter than the investigatory leave, the employee will receive regular straight-time wages and benefits including holiday pay if an Authorized Holiday falls during the investigatory leave, for the difference between the investigatory leave and the suspension.

**SECTION 25.2. PROCESS.**

A. Employees will be furnished two (2) copies of the corrective action notice when issued, and one (1) copy will be sent to the Union through electronic mail to the Union e-mail address provided by the Union. Except for serious offenses,

1. the progressive corrective action process will not be advanced if six (6) months or more have elapsed since the incident giving rise to the employee's last previous corrective action;

2. If twenty-four (24) months or more have elapsed since the incident giving rise to the employee's last corrective action, the prior corrective action will not be considered for future corrective action.

3. If the employee who received the corrective action does not work during the summer, their progressive process in §25.2.A.1. and 2., will continue during the academic year for three (3) additional months.

B. Corrective actions issued within the preceding six (6) months may be considered in evaluating the qualifications of an employee to satisfactorily perform the work of a position which s/he is seeking pursuant to Article 7 of this Agreement. Corrective action notices in an employee’s file will not be furnished or shown to prospective employers without specific authorization by that employee.

**SECTION 25.3. UNION REPRESENTATION.**

A. Employees will be entitled, on request, to Union representation during the course of any investigatory interview initiated by a University representative if the employee reasonably believes that the interview might result in corrective action.

1. If an employee is notified of a meeting and the meeting could result in corrective action, the employee may request that an authorized Union representative attend.

2. If prior notice is not given and a corrective step is invoked, the employee may request that a
Union representative be present for further discussion before the matter is considered concluded.

B. The supervisor will have the right to schedule the time for this meeting and take appropriate measures to enforce it. A supervisor may impose corrective action without prior notice if the supervisor has reason to believe that the safety of the employee, other employees, or the public is threatened by the employee's actions; if the action poses a potential and immediate threat to equipment/systems; or it is disruptive to the purpose and use of the worksite.

SECTION 25.4. POSSESSION OF ANY INTOXICATING OR CONTROLLED SUBSTANCES. It is understood that employees who are found to have in their personal possession during their working hours (including break time) any quantity of any intoxicating substance (including alcoholic beverages, marijuana, or any controlled substances) will be subject to immediate termination. This does not apply to prescription drugs for which the employee has a lawful prescription. Employees, who, while performing their assigned duties, pick up and properly dispose of refuse containing intoxicants such as alcoholic beverage containers, medical supplies, and contents of ashtrays, will not be deemed to be in personal possession of such materials.

ARTICLE 26 SUBCONTRACTING

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

ARTICLE 27 TERMINATION OF AGREEMENT

SECTION 27.1. LENGTH OF AGREEMENT. This Agreement will be effective and shall continue in effect until February 28, 2021. It will be automatically renewed from then on from year to year unless either party notifies the other in writing by Registered Mail at least ninety (90) days before the expiration date that it desires to modify, amend, or terminate this Agreement. Negotiations on proposed changes or amendments to the terms of this Agreement, specified in such a notice, will continue until an Agreement is reached, or until this Agreement has been terminated on ten (10) days' notice by either party.

SECTION 27.2. NEGOTIATIONS AND CONTINUATION OF THE AGREEMENT. During contract negotiations this Agreement will remain in full force and effect, except that during the negotiations after the expiration date of the contract either party on ten (10) days' notice to the other may terminate this Agreement.

SECTION 27.3. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and cancels all previous commitments or agreements, oral or written. Both parties acknowledge that during negotiations each had the opportunity to present proposals on any subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered or not covered by this Agreement, except as specifically provided here, and that this Agreement concludes collective bargaining for its term.

ARTICLE 28 NOTICE

Notices to or from either party will be in writing and served personally or sent by Registered United States Mail,
postage prepaid, addressed to The University of Chicago, attention of the Executive Director of Employee & Labor Relations, 6054 S. Drexel, Chicago, Illinois 60637, and to Local Union 743, I.B.T., 4620 S. Tripp Avenue, Chicago, Illinois 60632.
The parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective March 1, 2020.

THE UNIVERSITY OF CHICAGO

________________________     ________________________
Brett Leibsker       Brendan Crowley
________________________     ________________________
Sarah Anderson       Kim Banister
________________________     ________________________
Rachel Betts         Kimberly Brand
________________________     ________________________
Eric Birdsley        Kai Ervin
________________________     ________________________
Mylah Diffay         London Hagan
________________________     ________________________
LaTonja Ellis        Americia Huckabee
________________________     ________________________
Alice Lloyd          John Kaderbek
________________________     ________________________
Tony Rivera          Charmaine Lane
________________________     ________________________
Adrian Velez         Robert May

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local 743

________________________
Alexander Roman
________________________
Robin Sullivan
________________________
Charonda Winston
### APPENDIX A  2020 CLERICAL WAGE SCALE

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<th>Salary Grade</th>
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Effective March 1, 2020.
### APPENDIX H  
2020 SERVICE/MAINTENANCE WAGE SCALE

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<th>Step 4 Two Years</th>
<th>Step 5 Three Years</th>
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Effective March 1, 2020.
## APPENDIX I  
MAXIMUM MONTHLY PREMIUM PRICES FOR HEALTH PLANS, 2020 (TIERS 1, & 2)

### First Tier: Full-Time Employees

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<thead>
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<th>Plan</th>
<th>If your salary is:</th>
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<th>$47,500 - $74,999</th>
<th>$75,000 - $99,999</th>
<th>$100,000 - $174,999</th>
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### Second Tier: Part-Time Employees

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   - Art History
   - Astronomy/Astrophysics
   - Becker Friedman Institute
   - Booth GSB
   - Chemistry
   - College
   - Divinity School
   - Economics
   - Enrico Fermi Institute
   - Franke Institute
   - Graham School
   - History
   - Humanities
   - Lab School
   - Law School
   - Mathematics
   - Physical Sciences Division
   - Smart Museum
   - Social Service Administration
   - Social Sciences Division

2. BIOLOGICAL SCIENCES DIVISION

3. CAMPUS & STUDENT LIFE
   - Residential Services
   - International House
   - Office of Event Services
   - Office of International Affairs
   - Registrar
   - ORCSA
   - Office of Undergraduate Student Housing
   - Bursar / Student Loan Administration
   - Physical Education and Athletics
   - Student Health and Counseling Services

4. LIBRARY

5. FINANCE & ADMINISTRATION, and DEVELOPMENT
   - Facilities
   - VP for Development
   - Financial Services
   - PPS IT Services
   - IT Services
   - Commercial Real Estate
   - Safety & Security (including EH&S)
   - Risk Management & Audit
   - Enrollment & Student Advancement

6. PRESS

7.
March 1, 2020

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

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

A. REGARDING SNOW REMOVAL:

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

2. The Union and the University agree that certain employees may be physically unable to perform the snow removal tasks, and those persons should not be required to do so.

3. Normal snow will be cleared from designated non-public areas (such as docks, porches and interior walkways) as routine job performance, generally by housekeeping employees, in accordance with their job descriptions.

4. For the removal of abnormal snow meaning six (6) inches or more in a twenty-four hour period, or lesser snow accompanied by drifting, requiring substantially more effort, the University will pay the employees premiums, in addition to their regular straight-time hourly rates, amounting to:

   F. $1.25 per hour for each hour or any portion of an hour to Biological Sciences Division and Ida Noyes Hall employees.

   G. $2.50 per hour for each hour or any portion of an hour to Residence Hall or International Housel employees.

   H. Also, the above premiums shall be paid to employees whenever they are required to remove snow from public areas, such as city sidewalks.

B. REGARDING GRASS CUTTING AND LEAF RAKING the parties agreed that employees shall be paid a premium of $2.00 per hour for each hour or any portion of an hour performing that work.

The above premiums shall be paid at the one and one-half (1½) times basis when the work is performed as overtime hours.

FOR THE UNIVERSITY OF CHICAGO

FOR LOCAL 743, I.B.T.
March 1, 2020

LETTER OF UNDERSTANDING - SENIORITY OF EMPLOYEES WORKING PRIOR TO UNION’S CERTIFICATION

The University of Chicago and the Union understand that there are current employees working at the University in bargaining unit positions who were employed at the University prior to the Union’s certification in 1979.

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

FOR THE UNIVERSITY OF CHICAGO

FOR LOCAL 743, I.B.T.
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