

**AGREEMENT**

**by and between**

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**and**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73, AFL-CIO, CLC**

**(Technical Unit)**

December 17, 2006 through December 16, 2009

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# **ARTICLE 1**

## **AUTHORIZATION AND PURPOSE**

### 1.1 Authorization

This Agreement is authorized by the Illinois Statutes creating State Universities Civil Service System (110 ILCS 70/36d) and Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq).

### 1.2 Purpose

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. These relationships should provide opportunity to develop and implement standards of practice resulting in improved patient care and improved quality of services. Such relationships include the recognition that employees covered herein have responsibilities in their practice, both to the Employer and to the patients, to base actions and decisions on sound professional judgment and adherence to the Code and Standards of their profession.

### 1.3 Application of Agreement

Employer's supervisors and Union's representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in terms and conditions of this Agreement, and particularly, in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research and public service functions of the University.

## **ARTICLE 2 LIMITATIONS**

This Agreement is subject to: (1) applicable Federal and State Laws and regulations issued thereunder as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time; (4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement or as amended; each of which is incorporated herein by reference. A copy of any amendment under (2), (3), (4) and (5) as stated above shall be sent to the Union office provided and as soon as the University receives notice thereof. The University recognizes the Union's rights to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining.

In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

Previous agreements and commitments by and between the Parties contradictory to the provisions herein are agreed to be null and void as of the effective date of this Agreement. Any amendments hereto must be in written form and signed by the authorized official(s) of each party. The Employer agrees that during the period of this Agreement it shall not unilaterally change any currently applied policies and practices relating to hours, wages, and conditions of employment not addressed in this Contract which affect the members of the Bargaining Unit without prior notification to and negotiations with the Union.

## **ARTICLE 3**

### **NEGOTIATIONS AND EXCLUSIVE REPRESENTATION**

#### 3.1 Classes Represented

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the job classifications listed in Appendix A that are defined or established by the State Universities Civil Service System and employed by the Employer at the University of Illinois at Chicago and all clinics under the jurisdiction of the Chicago campus.

This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System.

#### 3.2 New Classes and Recognition

The Employer agrees that if any new civil service designations should be established for the same work presently being performed by those classes identified in Appendix A of this Agreement, said new classes will be treated as part of the single negotiation unit recognized by this Agreement.

#### 3.3 No Discrimination

There will be no discrimination by either the Union or the Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, marital status, veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from the military, or status as disabled veteran or veteran of the Vietnam war or subsequent military conflicts.

#### 3.4 Sexual Harassment

Neither the Employer nor the Union will tolerate sexual harassment of employees. The Employer will take action to provide remedies and discipline appropriately when such harassment is discovered. Prohibited conduct includes unwanted sexual gestures, physical contact or statements which a reasonable person would find offensive, humiliating or an interference with his or her required tasks or career opportunities at the University.

#### 3.5 Union Rights

The Employer recognizes the interests of the Union and the obligation of the Employer to bargain collectively with the Union with regard to policy matters directly affecting wages, hours and terms and conditions of employment and the Employer will notify the Union of proposed changes in such matters and bargain collectively regarding such matters.

### 3.6 Protected Activity

Each employee may make his or her own personal decision with respect to the Union or other employee organization membership without intimidation or coercion. Neither the Employer nor the Union will discriminate against any employee because of his or her choice with respect to Union membership or because the employee is acting or not acting as a representative of the Union, its members or employees pursuant to the provisions of this Agreement.

### 3.7 New Hire Orientation

Union Representatives or Union members who are employed at the University of Illinois will be permitted to make a membership presentation on one (1) day immediately prior to or after core orientation, as determined by the Employer. The Union shall notify the Medical Center of the names of the employees who are designated as their representatives. If these employee representatives are scheduled for work during the Union membership presentation, the employees will be released from duty, without pay. The Union's designated representatives shall be provided advance notice of the dates and time scheduled for the union presentation, and shall be notified of any changes in the schedule by the Medical Center.

### 3.8 Union Leaves

- a) An employee covered by this Agreement may request in writing and may be granted a leave without pay in accordance with Policy and Rules, Policy 11, Rule 11.06 – Special Leaves for the purpose of attending Union conventions or participating in Union business.
- b) An employee who requests a special leave may request to utilize vacation time prior to his or her special leave.
- c) Permission to attend trainings will be equitably rotated among employees, except that elected delegates to the Union's convention will be given preference for such leaves.

### 3.9 Bulletin Boards

Upon approval by the Employer, the Union may have the following notices and bulletins posted upon Employer designated bulletin boards: notices of Union meetings and activities; notices of Union elections; and notices of Union appointment and results of Union elections. The Union must obtain an approval stamp from the University Office of Labor Relations and provide the notices it wishes to have posted to the appropriate Human Resources office. The Union may also post notices that have an approval stamp near employee time clocks.

### 3.10 Access to Premises

The Employer shall permit Union representatives to visit the Employer's premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such Union representatives shall advise the Employer's Labor Relations Office or, where applicable the Medical Center Human Resource Office of such visits before entering said premises.

Any Union representative who desires to visit that part of the Employer's premises known as the Medical Center, or other satellite medical facilities, must obtain a Union Officer Visitor identification badge prior to entering such facility.

### 3.11 Meeting Rooms

The Employer agrees to make meeting rooms available for Union members to meet during reasonable periods prior to and subsequent to negotiations to discuss matters relating to negotiations, provided reasonable notice is given and rooms are available.

### 3.12 Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by the Agreement that the Union is the authorized negotiating representative for those classes of the Employer's employees listed in Appendix A. Employees will have access to this Agreement and to Policy and Rules on the Employer's web site. The Union will provide employees with a copy of this Agreement.

### 3.13 Information

The Employer will supply the Union with the following information:

- a) On a monthly basis, the Employer will provide the Union, in hard copy form, with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves of more than thirty (30) days, return from leaves, and terminations.
- b) In March and October of each year, the Employer will supply the Union with a list of bargaining unit members, showing name, address, current classification, social security number, FTE percentage, assigned department, campus address, date of hire, and anniversary date. Such information will be furnished in hard copy form and on a P.C. disk or via e-mail.

- c) A standard seniority list of the bargaining unit upon request of the Union, but not more than twice a year, except when layoffs/displacements are expected.

### 3.14 Bargaining Unit Negotiation Team

The Employer agrees to schedule up to fifteen (15) bargaining team members in pay status for eight hours of the first fifteen (15) sessions of negotiations for a successor agreement. After fifteen (15) sessions, Bargaining Unit negotiation team members will be paid according to Rule 15.05 of Policy and Rules. The fifteen (15) sessions may be extended by mutual agreement. (Deviation from Policy and Rules).

### 3.15 Sub-Contracting

The Employer acknowledges and recognizes the ongoing interest of the Union in any decision by the Employer to contract out any work being performed on the date of the signing hereof by full-time status Civil service appointed employees who are also incumbents in any class represented by the Union under this Agreement. The Employer hereby agrees to meet with, consult with, and negotiate with the Union any such proposed contracting out not fewer than thirty (30) days prior to signing any such contract for services. Specifically, the Employer agrees to negotiate with the Union the following:

- a) The Employer's reasons for considering contracting out the work.
- b) In the event the Employer seeks to contract out in order to save costs, whether the Union can assist in reducing costs and expenses incurred by the Employer in using incumbent members of the bargaining unit.
- c) In the event the Employer seeks to contract out in order to improve the quality of performance of the work, whether the Union can assist the Employer in improving the quality of performance of the incumbent members of the bargaining unit.
- d) In the event the Employer's reason for contracting work out is founded upon a high incidence of complaints relating to the work and/or high incidence of discipline imposed on members of the bargaining unit doing work proposed to be contracted out, the fact that this is so and a reasonable description of the complaints made and/or the discipline imposed.
- e) The Union's interest in seeing that the wages and other terms and conditions of employment to be paid or granted by the outside contracting organization to its employees are competitive with those being paid the affected incumbents in the class by the Employer. The Employer further agrees to weigh and consider carefully, fully and reasonably all statements

made by the Union pursuant to negotiations in making its final decision as to whether to contract out work as described herein.

### 3.16 Other Authorized Deductions

The parties mutually agree that deductions from an employee's paycheck shall be made upon showing of a properly signed authorization card allowing such deductions. The Employer agrees to deduct the actual dollar amount authorized by the employee, and to separately itemize deductions on monthly remittal forms provided to the Union, provided that the new payroll system is capable of handling such deductions.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney fees and costs arising from, or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying or carrying out the provisions of this Article.

## **ARTICLE 4 WAGES**

### 4.1 Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed. No employee shall have his/her wages, differentials or premium pay lowered as a result of this Agreement, unless otherwise provided for in this Agreement.

The parties agree to the wage scales specified in Appendix C.

### 4.2 Effective Date of Wages Increases

- a) The salary schedule commencing December 17, 2006 shall be as specified in Appendix "C-1".
- b) The salary schedule commencing December 17, 2007 shall be as specified in Appendix "C-2".
- c) The salary schedule commencing December 17, 2008 shall be as specified in Appendix "C-3".

### 4.3 Market Adjustments

The Medical Center may request within ninety (90) days of the release of the Spring MCHC survey data to enter into bargaining over market cost adjustment(s) for any classification at the Medical Center and/or for campus Pharmacy positions covered under this collective bargaining agreement in which local market rates for minimum wage rates exceed contractual minimum wage rates by 3% or more. Upon request by the Union, the Employer shall provide relevant market survey information within a reasonable time frame. If the parties are unable to agree on an increase, the parties are still bound by the No Strike/No Lockout provision of this Agreement.

### 4.4 (Wages) Basic Straight Time

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled work days in a work week, but for not more than eight (8) hours work during any one of the aforesaid five (5) days, except as otherwise agreed by the parties.

#### 4.5 Wage Scales

Wages of technical unit employees are governed by the following conditions:

- a) In terms of dollar amounts, only the amount or hourly wages specified in the steps of the wages scales may be paid. Any wage not specified and listed in the Agreement and wage scales may not be paid, except for trainees, as provided by Civil Service Rules.
- b) Each employee who has not attained the Top Periodic Step of his/her wage scale shall advance in pay to the next higher step in the wage scale on his/her anniversary date in class. The effective date for an anniversary date increase shall be the first day of the pay period during which the anniversary date occurs.
- c) Changes that affect an employee's wage rate will be made effective the first day of the pay period after the change occurs. The new rate of pay will be effective on the same date.
- d) In the event of a reallocation or reclassification of a position to a class having the same salary scale as the previous class, the anniversary date (for salary longevity purposes) shall not change. The anniversary date shall continue to be the anniversary date held by the employee in the class from which the position is reallocated or reclassified.
- e) The "trainee" rate for any classification covered by the agreement shall be 95% of the entry rate for the classification.

#### 4.6 New Hires

The Employer agrees that new hires will be offered a starting wage based on the individual's documented training, experience and credentials related to the job for which he or she is hired. The Employer will consider current wage rates for employees at the same level in its determination of an appropriate wage rate. Upon request, the Employer will make available to the Union such documentation. Should the Union disagree with the Employer's determination, the parties agree that such objections shall be considered during subsequent meetings to discuss market adjustments.

#### 4.7 Effect of Promotion on Wage Scale

- a) Upon promotion, an employee shall be advanced to the lowest step in the new salary scale which provides the equivalent of at least a full step increase or three percent (3%) in the former scale. The increase for an employee whose salary before promotion is at the maximum of a scale shall be the percentage difference between the last two periodic steps in the lower scale adjusted to the closest step in the new scale above that

amount. In any event, the employee must be paid at least the minimum in the new scale. Under no circumstances, however, shall the employee's salary be placed above the maximum for the class to which promoted.

- b) In the event of a promotion the anniversary date (for salary longevity purposes) shall be the effective date of the promotion to the new class. In the event of a reallocation or reclassification of a position which results in a promotion as referred to in (1) above, the anniversary date (for salary longevity purposes) shall be the effective date of the reallocation or reclassification to the new class. In the event of a Change-in-Title only, the anniversary date shall remain unchanged.

#### 4.8 Equal Pay

Equal pay is required pursuant to University policy and several Federal and State statutes, e.g., the Fair Labor Standards Act, the Civil Rights Act and the State of Illinois Fair Employment Practices Act, the requirements of which vary. Differences in pay shall not be based upon race, color, religion, sex, national origin or age. Employees within a campus or other specified unit who are doing substantially equal work, which requires substantially equal skill, effort and responsibility, and are performed under similar working conditions shall receive equal pay, except when a wage differential is based upon some other factor, such as experience, longevity, or merit progression within ranges.

#### 4.9 Temporary Assignments

- a) Temporary Downgrading. If it is necessary to assign a status employee on a temporary basis to a temporary or permanent position which is classified at a lower level, the employee's salary, at the time immediately prior to such assignment, will be maintained.
- b) Temporary Upgrading. If a status employee is assigned on a temporary employment basis to a temporary or permanent position of higher rate or range, he/she shall receive an increase of four percent (4%) to his/her basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.
- c) Such temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive workdays duration.

#### 4.10 Voluntary Demotion

- a) Upon the voluntary demotion of an employee to a position in the class having a lower salary scale than the class from which the demotion was

made, the employee's base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the amount, but not more than the base salary before demotion.

- b) In the event of a voluntary demotion as referred to above, the anniversary date (for salary longevity purposes) shall be the date of demotion.
- c) However, in the event of a voluntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the anniversary date held by the employee in the class from which he/she was originally promoted shall remain in effect.

#### 4.11 Involuntary Demotion

- a) Upon the involuntary demotion of an employee to a position in a class having a lower salary scale than the class from which the demotion was made, the employee's base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the amount, but not more than the base salary before demotion. The employee's new anniversary date shall be the date of demotion.
- b) However, in the event of an involuntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the new anniversary date shall become the anniversary date held by the employee in the class from which he/she was originally promoted.
- c) A former status employee who is rehired to a status position in the same classification within six (6) months of separation from University employment shall be rehired according to Civil Service Rule 250.60k(6) and will be placed at the same salary step held prior to separation. The date of rehire will be the employee's anniversary date.

#### 4.12 Wages (Overtime)

- a) Except as provided elsewhere in this Agreement or as otherwise agreed by the parties, employees covered by this Agreement who are normally scheduled for 8 (eight)-hour shifts shall be compensated at one and one-half (1 and ½ ) times the regular hourly rate (as defined by Federal law) for time worked in excess of eight (8) hours per day, or forty (40) hours per week; employees working a thirty seven and one half hour week, shall

also be compensated at one and one-half (1 and ½) times the regular hourly rate for time worked in excess of seven and one half (7 and ½) hours per day or thirty seven and one-half (37 and ½) hours per week; and employees whose normal schedules include 10 (ten)-hour or 12 (twelve)-hour shifts shall be compensated at one and one-half (1 and ½) times the regular hourly rate (as defined by Federal law) for time worked in excess of their 10 (ten) or 12 (twelve) hours per day. (Deviation from Policy and Rules).

- b) Overtime wages shall be paid by check or by compensatory time off, at one and one-half (1 ½) times hours of overtime worked. Overtime wages shall be paid unless the employee has notified her/his supervisor, on a form provided by the Employer, of her/his designation to be paid by compensatory time. Such designation may only be changed once every six months, except by mutual agreement. (Deviation from Policy and Rules.)
- c) Accumulated compensatory time may be utilized in accordance with rules governing the use of vacation. An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule. In cases where an employee works overtime, he/she may elect (by mutual agreement) to be paid in part by compensatory time and receive the remainder of the overtime pay.
- d) Overtime may only be performed pursuant to supervisory approval, except where patient care needs require an employee to work beyond his or her normal scheduled hours and it is not feasible for an employee to request and obtain supervisory approval. Computation of compensatory time hours will be governed by Policy and Rules, Policy #7, Rule 7.08.

#### 4.13 Wages (Holidays)

In the event an employee, full-time or part-time, works his/her regular shift on a designated calendar holiday, the employee shall be paid time and one-half (1 ½) his/her basic straight time hourly rate of pay for each hour worked. Additionally, employees who work on a designated calendar holiday will receive holiday pay at his/her basic straight time hourly rate based on the percent status appointment unless the employee specifically requests an alternate day off with pay to be scheduled in the pay period of the holiday (but after the holiday) or the next pay period. Consistent with operating requirements the Employer will endeavor to honor said requests. If the request cannot be honored, the employee will receive the holiday pay in the paycheck for which the worked holiday is paid. (Deviation from Policy and Rules).

#### 4.14 Wages (On-Call)

- a) A University of Illinois Medical Center at Chicago employee on call, away from University of Illinois Medical Center at Chicago premises, but

available by telephone or long range pager, shall be paid as set forth in Appendix B. Time paid under this clause shall not be used to compute hours worked in any workday or workweek. On-call pay shall be paid for all hours that were assigned as on-call regardless of the amount of hours paid as call-back pay, but shall not be used to compute overtime pay for call-back.

- b) Employees on-call, and confined on premises, shall be considered as working and be paid either their basic straight time wage rate or their overtime premium (time-and-one-half their regular hourly rate), whichever is applicable. An employee on-call may elect to remain on the premises after completion of a call-back at the applicable on-call rate of pay if there is no evidence that there will be another call-back, when weather conditions are poor, or between the hours of 2:00 a.m. and 7:00 a.m. In such cases the Employer will provide a secure place to sleep on the premises.
- c) Employees on call who are called in to work on weekends or on shifts that pay differentials shall receive such premium rates for all hours worked on that shift.

#### 4.15 Wages (Call Back)

Call-back is defined as an official assignment of work while on-call after the employee has departed the Employer's premises. Employees covered by this Agreement who are called back and who report back upon Employer's premises at the time specified in the call-back shall have a minimum guarantee for four (4) hours pay, or be paid for actual time worked, whichever is greater, at overtime or premium rates, specified elsewhere herein applicable to the days and hours the call-back is obeyed or work is performed. Call-back pay shall be paid from the time that the employee is first notified to report back to work.

#### 4.16 Wages (Shift Differentials)

- a) An evening shift differential will be paid to employees covered herein who work a shift in which at least one-half (1/2) of their hours of work in a work day fall between 3:00 p.m. and 11:30 p.m. as set forth in Appendix B.
- b) A night shift differential will be paid to employees covered herein who work a shift in which at least one-half (1/2) of their hours of work in a work day fall between 11:00 p.m. and 7:30 a.m. as set forth in Appendix B.
- c) Pay for shift differential as described above shall be paid at the rate of time and one-half (1 and 1/2) for employees in overtime status.

#### 4.17 Wages (Weekend Differential)

- a) Employees, in addition to his/her basic straight time hourly rate, will be compensated for all weekend hours worked, at the rate set forth in Appendix B. This is to be construed as weekend differential. Pay for weekend differential shall be paid at the rate of time and one-half (1 ½) to employees in overtime status. (Deviation from Policy and Rules).
- b) For purposes of paying differential, the weekend begins at 11:00 p.m. Friday and ends at 6:59 a.m. Monday. Differential will be paid for two (2) shifts; either Friday/Saturday or Saturday/Sunday.

#### 4.18 Wages (Charge Differential)

An employee who is assigned charge responsibility by a supervisor for an entire shift when a supervisor is not present for that entire shift, shall receive \$1.00 per hour charge differential.

#### 4.19 Reporting Pay

Employees who report to work for her/his regular scheduled shift with no work being offered or available, and have not been notified not to report for work by an authorized representative of the Employer, will be assigned other related work by the Employer, if the Employer determines other related work is available. If the Employer determines there is no other related work available, the employee will receive two (2) hours pay at her/his basic straight time hourly rate. The aforementioned does not apply in cases of catastrophic situations.

#### 4.20 Night Shift Work During Change to Daylight Savings Time

The night shift occurring on the date that daylight savings time goes into effect (Spring) will be considered as an 8 1/2 hour shift including 1/2 hour unpaid meal time, where applicable.

#### 4.21 Wages (Itemized Pay Check Deductions)

The Employer recognizes that Employees are entitled to a complete and accurate explanation of the calculation of their paychecks. Therefore, the Employer will furnish, if possible, in addition to the standard itemized deduction indicated on the pay check, to employees the following information:

- Percent of time
- Hourly rate
- Regular hours worked and regular earnings
- Overtime hours worked and overtime earnings
- Holiday, vacation or sick time used

- Shift differential earnings
- On-call earnings
- Weekend differential
- Payroll adjustments and payroll changes
- Gross earnings
- Accumulated compensatory time.

#### 4.22 Float Differential

Except in the instances of internal or external disaster, the Employer agrees to the payment of a differential for floating (or pulling) \$1.00 per hour and shall be payable when a Medical Center employee who is regularly assigned to a Medical Center location is required to float outside of the Medical Center for more than half of the employee's shift, or when a Medical Center employee who is regularly assigned to a non-Medical Center location is required to float to the Medical Center for more than half of the employee's shift.

#### 4.23 Certification/Advanced Training

- a) Premium Pay for Certification/Advanced Training. The Employer agrees to pay a one-time certification bonus of \$250 for a bargaining unit employee who obtains certification or advanced training that is not required by the class specification. Each Department will develop a list of certifications or advanced training programs that qualify for the bonus.
- b) Certification for Dialysis Techs:
  - i. Per requirement of new Medicare/Medicaid regulations, all Dialysis Techs will be required to have obtained certification within time frames required by the regulations.
  - ii. University will provide training for the first attempt to obtain the certification. Training will be either in-house or external, or a combination, at the University's discretion.
  - iii. University will pay for the first test.
  - iv. Training for the first test, and the time for the first test, will be on paid time.

#### 4.24 Overpayment Procedure

In the event of a payroll error resulting in an employee receiving an overpayment in a paycheck, the Employer will correct this by:

- a) Meeting with the employee and his/her union representative, and providing the employee with a written explanation for the error; and,
- b) Offering the employee the option of having the error corrected by deducting the entire amount from the next paycheck or deducting the

amount in increments as mutually agreed between the Employer and employee, up to a maximum of twelve (12) months; and,

- c) Obtaining the employee's signature indicating agreement with the above.

#### 4.25 Underpayments

- a) The Employer shall designate and identify to bargaining unit employees the name of the person within the unit or department who is responsible for handling payroll issues.
- b) Such person shall be responsible for correcting any paycheck problems brought to his/her attention by an employee whose paycheck is not accurate.
- c) Paycheck corrections shall be sent in to payroll by the responsible department representative at the earliest opportunity, but in no case later than the end of the following business day after being alerted by the employee about the paycheck shortage. The employee shall be informed when such notification is made.
- d) Payroll shall resolve paycheck errors in accordance with its standard procedures.

## **ARTICLE 5 BENEFITS**

### 5.1 Policy

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional Reciprocity) will be as set forth in Policy and Rules and are based upon service accrual as defined therein. Benefits under the control of the Employer will not be diminished during the life of this Agreement, or any extension thereof and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

Upon request, a copy of the benefits sections or Records Management (Personnel Files) sections of Policy and Rules and a copy of State Universities Civil Service System Statute and Rules will be made available to an employee covered by this Collective Agreement at the Chicago Campus Human Resource Office, 715 S. Wood St., MIC 897 and the Rockford Office at 1601 Parkview Avenue. An employee shall be permitted to inspect and/or copy any portion of all of Policy and Rules and/or State Universities Civil Service Statute and Rules at the Chicago Campus Human Resource and/or Rockford Human Resource Office.

### 5.2 Medical, Hospital and Life Insurance Plans

The University of Illinois makes available group medical, life insurance and other optional insurance programs to all permanent and continuous employees; a) with appointments of 50% time or more, and b) who are eligible to participate in State Universities Retirement System.

### 5.3 Disability Income Benefits

Disability income benefits are available to employees under (1) the Illinois Worker's Compensation and Occupational Diseases Act, (2) the University of Illinois Sick Leave Plan, and (3) the State Universities Retirement System. Medical and hospital expense benefits are available under (1) the Illinois Worker's Compensation and Occupational Diseases Acts, and (2) the State-paid or University-sponsored Group Health and Life Insurance Plans. The cost of the benefits under University-sponsored Insurance Plans and State Universities Retirement System are borne in part by the Employer and in part by the employee.

### 5.4 Retirement

Retirement benefits are extended pursuant to the State Universities Retirement System Statute. Information materials about the System should be consulted and are available from the System: 1901 Fox Drive, Champaign, IL 61820 (Telephone 1-800-275-7877).

## 5.5 Governance of Sick Leave

In order to receive payment of basic straight time wages during sick leave, the following conditions of eligibility must be satisfied:

- a) The employee must have sick leave accrued in his/her favor.
- b) In the event of absence due to sick leave usage as set forth in Policy and Rules, the employee shall in accordance with departmental requirements notify or cause to be notified the designated supervisor before the employee is scheduled to start work except when excused from this requirement by the designated supervisor.
- c) The Employer reserves the right to require evidence of sickness acceptable to it before allowing sickness benefits when it has sufficient reason to suspect abuse of leave or for verification of the employee's ability to return to work. The Employer must make the employee aware of this requirement in advance, and of the time factors involved in submitting proof of illness.
- d) Call-in times shall be two (2) hours before the beginning of each shift; however, employees who are working a shift in which the majority of hours worked are between 9:00 p.m. and 7:00 a.m. shall call in three (3) hours before the beginning of each shift.
- e) Exceptions will be made for situations where an employee has provided a satisfactory reason as determined by the manager why he/she was unable to notify the clinical unit within times specified.
- f) All employees eligible to participate in the State Universities Retirement System are eligible for compensation of Sick Leave which has been earned but not used in accordance with the law and all applicable provisions of Policy and Rules.

## **ARTICLE 6 EMPLOYER RIGHTS**

The Union recognizes the right of the Employer to manage its operations, such as standards of services, its overall budget, the organizational structure, hiring, directing the work force, disciplining and discharging for just cause, and introducing new or improved methods or facilities. The Union further recognizes the Employer's right to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Employer recognizes generally the interest of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union informed as to such changes.

## ARTICLE 7 VACATION

### 7.1 Vacation Availability

Consistent with the Employer's operating requirements, accrued vacation may be scheduled and granted at any time during the calendar year.

### 7.2 Vacation Accrual

Employees shall earn vacation and personal leave in accordance with the following schedule:

#### Schedule A

<b>37.5 Hour Work Week</b>					
Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0462	12	3.47	180
3	6	0.0577	15	4.33	225
6	9	0.0692	18	5.19	270
9	14	0.0808	21	6.06	315
14		0.0962	25	7.22	375

<b>40 Hour Work Week</b>					
Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	Approximate Hours Earned Per Pay Period	Maximum # of Leave Hours That May Be Accrued
At Least	Not More Than				
0	3	0.0462	12	3.70	192
3	6	0.0577	15	4.62	240
6	9	0.0692	18	5.54	288
9	14	0.0808	21	6.46	336
14		0.0962	25	7.70	400

### 7.3 Vacation Requests for More than Two (2) Days

- a) Individual units may devise their own vacation request plans provided they are consistent with the terms of this Agreement. The plans will be in writing and sent to the Union.

- b) An employee's request for vacation shall be made in writing to his/her supervisor. An employee may submit a vacation request anytime but not less than two (2) weeks prior to the start of the requested vacation for vacations exceeding two (2) weeks.
- c) A supervisor shall consider a vacation request made by an employee for vacation time to be taken within one year of the request.
- d) A supervisor will respond to an employee's request for vacation as soon as possible but within two weeks.
- e) Vacation requests for extended periods of time shall be considered based on the requirements of the operation, including the availability of extra help technical employees.
- f) Requests shall not be unreasonably denied. Should any vacation request be denied, the answer shall include the reasons for denial, and the employee will have an opportunity to confer with the supervisor regarding available alternative dates.
- g) Except in an emergency, no vacation time previously approved shall be canceled. Provided, however, that in no event shall a vacation be canceled less than thirty (30) days prior to its scheduled date.
- h) All attempts to report to work should be made, but should an employee not be able to report to work due to inclement weather, the supervisor has the discretion to approve use of earned vacation time, if requested.
- i) Where vacation requests conflict, efforts shall first be made to resolve such conflicts by mutual agreement of the employees. If this fails to resolve the problem, preference shall be given to the bargaining unit member making the earlier request. Conflicting requests made on the same day shall be granted based on a rotating system, starting with the employee with more seniority.

#### 7.4 Approval of Use of Accumulated Leave for Personal Reasons

It is the intent of the vacation and personal leave policy that small increments be available for personal and family reasons. Within the total amount accumulated, University operations permitting, leave not to exceed two (2) days at one time will be granted by a supervisor for any reason upon advance request of the employee. In determining whether to give such approval, the supervisor will take into account staffing requirements needed to insure necessary continuity of operations. When such leave is necessary to handle urgent personal or emergency situations that are beyond the control of the employee and that arise too suddenly to permit advance approval, the employee

may be granted post-approval by the supervisor, who may require clarification of such situations.

## **ARTICLE 8 HOLIDAYS**

### 8.1 Paid Holidays

- a) The following paid holidays as set forth in Policy and Rules and as designated for employees in this Bargaining Unit by the Chancellor at the University of Illinois, Chicago Campus for 2003-2006 will be observed:

Holiday

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

- b) In addition to the calendar holidays set forth above, employees are also eligible for four (4) floating/designated holidays during each fiscal year. These holidays will be administered and selected as set forth in an Executive Notice issued by the Chancellor of The University of Illinois at Chicago.
- c) For purposes of definition, the holiday will begin at 11:00 p.m. on the evening preceding the holiday and end at 10:59 p.m. on the day of the observance of the holiday. (Deviation from Policy and Rules).
- d) The Employer will notify the Union, in writing, of the specific date of observance of the above-designated holidays for the fiscal years covered under this Agreement.

### 8.2 Coverage

- a) Individual units may devise their own holiday coverage plans provided they are consistent with the terms of this Agreement. The plans will be in writing and sent to the Union.
- b) Volunteers shall first be solicited to provide holiday coverage. If there are insufficient numbers of volunteers to work on a holiday, the Employer shall attempt to utilize extra help when available. If additional staffing is still required, status employees shall be chosen to work the holiday on a rotating basis, starting with the least senior qualified employee in the department or work area.

### 8.3 Use of Floating Holidays

Employees shall not be unreasonably denied the use of floating holidays. Employees will be informed of the approval or denial of their floating holiday requests within a reasonable period of time. If the employee's request is denied, the supervisor will confer with the employee to arrange an alternative date.

**ARTICLE 9**  
**EDUCATIONAL AND PROFESSIONAL OPPORTUNITIES**

Subject to supervisory approval, employees will be paid for time spent in professional or educational meetings or seminars based on the following schedule:

<u>Length of Continuous Employment as a Technical Employee With the University of Illinois</u>	<u>Paid Conference Time</u>
6 months - 12 months	1 day
13 months – 24 months	2 days
25 months or more	3 days

A Department may provide additional paid conference time if, in the manager's discretion, the additional time would benefit the Employer and the Employee. Employees will not be paid wages for time spent in courses that are not job related. Employees must submit the request for attendance at a meeting or seminar on an approved form one (1) month prior to the program. Within five (5) days after receipt by the immediate supervisor, the employee shall be given a response to his/her request for paid time for the meeting or seminar. The supervisor may authorize payment for time spent attending classes if, in his/her opinion, the employee's participation will result in improvement in University services.

## **ARTICLE 10**

### **WORK SCHEDULE AND HOURS OF WORK**

#### 10.1 Shift, Work Day and Work Week

- a) Unless otherwise agreed by the Union and the Employer, the shift shall consist of eight (8) consecutive hours of work, broken by an unpaid lunch period or seven and one-half (7 ½) consecutive hours of work broken by an unpaid lunch period. The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- (b) The work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours -- seven (7), twenty-four (24) hour periods -- and begins at 12:01 a.m. Sunday. The full-time work schedule in the work week shall normally consist of one (1) eight (8) hour shift during each of the five days (unless otherwise agreed by the parties) and normally shall not exceed forty (40) hours of work.
- (c) The Employer agrees to continue offering ten (10) hour shifts where such schedules are currently in place. Where the parties mutually agree, bargaining unit employees in other units shall also be offered the chance to work ten (10) hour shifts.

#### 10.2 Schedule

- (a) The Employer retains the right to schedule employees as necessary to meet operational needs; however, prior to any schedule change, the Employer agrees to solicit volunteers first. Since the Employer's operations may require variations in staffing levels, scheduled hours or shifts, the shift's starting and ending times will conform to those requirements.
- (b) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay, or holiday work. However, it is understood that work forces may be reduced during holidays.
- (c) Where the current practice exists, employees shall be able to maintain, subject to Section (a) above, special shift starting times that have been established in the department or work area. An employee's request to create an additional special shift shall only be granted when operational needs permit and when the supervisor agrees.
- (d) In units that do not self schedule, the Employer will attempt to adhere to the principle of maintaining a work schedule that provides full-time employees with two (2) consecutive days off. This principle cannot be

followed when the employee's schedule is changed based on the employee's request or when operating needs do not permit such a schedule.

### 10.3 Rest and Meal Periods

- a) Where rest periods are not already established, supervisors may authorize rest periods appropriate to the needs of the operations and employees involved. Where rest periods are already established, the practice will continue based on operational needs and employees involved. The schedules of rest periods shall be the responsibility of the supervisor. Subject to operational necessity and whenever practicable, the supervisor will give two (2) rest periods not to exceed fifteen (15) minutes each for each full-time shift. Rest periods shall not make the basis for a late starting or early quitting time or additional compensation. Where current practice exists and when department schedules allow, employees may combine their break period(s) with their lunch break. Part-time employees may receive rest periods on a pro-rata basis.
- b) Each employee expected to work seven and one-half (7 ½) or eight (8) continuous hours shall be permitted a thirty (30) minute unpaid meal period that begins no later than five (5) hours after the start of the work period.
- c) When employees who normally receive an unpaid meal period are required to work during that period and receive no equivalent time off during the same shift at a reasonable alternative time, they shall have such time treated as hours worked and be compensated accordingly. Overtime may be performed over the normally-unpaid meal period only pursuant to advance supervisory approval, except where patient care needs so require and it is not feasible for an employee to request and obtain supervisory approval.

### 10.4 Overtime

- a) Whenever possible, employees will be provided two (2) hours advance notice of overtime. Unless operating needs do not permit, qualified volunteers will first be solicited to provide coverage for open shifts. The opportunity to work overtime shall be offered and distributed as evenly as possible among qualified personnel. Each department shall maintain records, and shall make such records available, upon request, to the union steward.
- b) The Employer shall attempt to utilize available resources prior to requiring employees to work beyond their scheduled hours. In the event that overtime becomes necessary, the Employer shall first attempt to fill any

time slots with volunteers. If those efforts do not provide sufficient coverage, attempts to utilize extra help employees shall then be made.

#### 10.5 Transfers and Reassignments

All transfers and reassignments shall be made in accordance with Statutes and Rules of the State Universities Civil Service System and Policy and Rules.

## **ARTICLE 11 WORKING CONDITIONS**

### 11.1 Identification Badges

Employees covered in this Agreement shall be required, while working or otherwise being upon the Employer's premises, to wear in the manner prescribed by the Employer, appropriate identification badges provided initially by the Employer at no cost to the employees.

### 11.2 Uniform Requirements

- a) As a condition of employment, workers covered by the Collective Bargaining Agreement shall wear uniforms and other special apparel, devices and/or apparatuses for protective or safety reasons or any other reason whenever the Employer so requires and in the manner it prescribes.
- b) The Employer agrees to furnish, replace, repair, launder and clean clothing provided workers in jobs requiring special apparel for safety and protection where the Employer currently does so.

### 11.3 Professional Standards and Performance

- a) The parties agree that a major concern of employees covered herein is to quality patient care and service. The parties agree to develop a Labor Management Committee for technical employees to discuss problems of mutual concern. However, such meetings shall be exclusive of the Grievance Procedure provided in Article 17 and formal grievances shall not be considered at such meetings. Employees shall be paid for any scheduled work time missed while participating in such Committee.
- b) As determined by the University in its sole discretion, employees may be consulted by the University on an as-needed basis and may be asked by the University to participate in Work Teams.

### 11.4 Reimbursement for Parking.

When an employee is required on any particular shift to report to one location and then to travel using the employee's own vehicle to another location during that shift, the University will reimburse the employee for the mileage traveled and the reasonable incurred costs of parking at that location, in accordance with University policy as amended from time to time. This paragraph shall not apply to employees who receive a vehicle allowance and/or mileage reimbursement under any other policy.

## **ARTICLE 12 SENIORITY**

Section 12.1 Service and seniority is governed by rules and regulations of the State University Civil Service System, and by the provisions in Policy and Rules unless otherwise expressed herein.

Section 12.2 After completion of the probationary period, the status employee's seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status, exclusive of overtime. Seniority once earned in a classification is retained during any period of continuous employment. Seniority may be accumulated in certain types of non-pay status under specified conditions as provided for in Section 250.120(f), (g), and (j) of the State Universities Civil Service System Statute and Rules.

Section 12.3 The Employer will, upon request of the Union, provide copies of rosters to the Union, by class and lesser units, if any, showing each employee's seniority and relative position in such rosters. Such requests shall be limited to two (2) in any contract year. When it becomes necessary to effect a layoff, a seniority list will be developed in accordance with Civil Service Statute and Rules. Copies of this list will be forwarded to the employing department and the Union. The employing department will post a copy of the seniority list in a conspicuous place within the department.

## **ARTICLE 13 JOB AND SHIFT BIDDING**

### 13.1 Job Posting

Vacant positions within the technical unit shall be posted at work stations where announcements are normally posted. The posting shall include the department, job title, shift, qualifications and scheduled work days.

### 13.2 Vacant Positions

Employees covered by this Agreement who have completed their probationary period may bid on an open and approved position in the same classification. The Employer retains the right to fill any position with the most qualified applicant, whether internal or external. If all applicants are relatively equally qualified as defined by the Employer, preference shall first be given to employees within the department/operating unit where the vacancy occurs; preference would then be given to other technical employees from outside the department/operating unit.

If two or more employees in the same classification within the department have relatively equal qualifications to perform the job as defined by the Employer, the job will be given to the employee with the most classification seniority, subject to the provisions set forth above.

### 13.3 Vacant Shifts

Employees covered by this Agreement who have completed their probationary period may bid on an open shift. The employee with the greatest seniority will have preference for the open shift only if the employee is qualified to perform the work as determined by the Employer. An employee who has received during the previous six (6) months a disciplinary action that is related to and could impact his/her performance on a different shift, would not be eligible to bid on an alternative shift. If an employee applies for and is not awarded the open shift, the employee will be informed of the reason he or she was not selected within two (2) weeks of the filling of the position.

## **ARTICLE 14 LAYOFFS AND TRANSFERS**

### 14.1 Notice

The Director of the Civil Service System shall be notified promptly of all employees on layoff status, together with date of beginning of layoff, and of return to employment from layoff status, when such layoff exceeds thirty (30) consecutive work days. A status employee shall receive a written notice, at least thirty (30) calendar days in advance of the effective date of layoff, when such layoff exceeds thirty (30) consecutive work days; however, the effective date of layoff may be extended up to fifteen (15) days without the requirement of further notice.

### 14.2 Layoff Procedure

- a) Except in regard to the exceptions set forth below, the Employer shall utilize the State Universities Civil Service System Statute and Rules 250.110(c) and 250.120 (f) and (h), and State Universities Civil Service System Procedure 4.7 (as revised on 8/13/02) when a reduction in the work force becomes necessary.
- b) A student employee shall not displace a certified Civil Service employee. Should a reduction in the work force become necessary in a clinical area that utilizes Extra Help Technical employees, the parties agree to meet prior to the layoff to discuss the need for continued employment of Extra Help Technical staff.
- c) Should the Employer determine that a position is to be eliminated within a department, the position to be eliminated shall be the one occupied by the least senior employee in the affected classification.
- d) In the event that an Employing Unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification, if the employee is qualified to perform the duties of the new position.

[Portions of this Article constitute deviations from Policy and Rules.]

## **ARTICLE 15 HEALTH AND SAFETY**

### 15.1 General

The Employer will provide a safe and healthful work environment for all employees including education and equipment as needed and required by applicable regulatory agencies. The Employer will pay the cost of all safety items that it requires its employees to use while on the job and will inform employees of appropriate health and safety rules and regulations. Should an employee inquire as to any potentially hazardous condition on the job, the Employer shall advise the employee of the hazards and as required provide the employee with all necessary equipment needed to perform the job. Employees may consult with the appropriate university service regarding health concerns in the workplace.

The Union supports the use of safety equipment on the job. This section is not intended to nullify any other safety equipment program now in existence.

### 15.2 Video Display Terminals

The Employer shall endeavor to provide ergonomically correct equipment. Operating units that use video display terminals will use them in such a manner as to provide a safe and healthful working environment. Accordingly, no employees will be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours. Pregnant employees and employees who are nursing and who regularly operate VDT's may upon request be permitted to adjust or otherwise change assignments if such change or adjustments can be reasonably made based on operational needs. The employee may, upon request, be granted appropriate leave based upon the Employer's leave policies.

### 15.3 Immunization

In accordance with rules and regulations of the appropriate regulatory agencies, employees will be immunized when regularly assigned to work in an area where an occupationally related disease could be contracted.

### 15.4 Health and Safety Committee

It is agreed that a joint Union-Management Health and Safety Committee will be established with not more than three (3) representatives from Management and not more than three (3) representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold meetings when either party deems it necessary to consider and review health and safety conditions but no more often than semi-annually except for emergency or by mutual agreement to meet more frequently. Upon written request, the Committee will be furnished relevant reports which concern the health and safety of bargaining unit personnel, subject to privacy regulations.

The Medical Center will provide the Union minutes of meetings of the Health and Safety Committee.

If the Committee determines that an unsafe or unhealthful working condition is in existence, the Employer will endeavor to correct such condition within a reasonable period of time.

A pregnant employee and her supervisor are each expected to give due consideration to safe working conditions and practices during the period of maternity. Each is responsible for obtaining a medical opinion on a timely basis regarding the compatibility of the employee's work and maternity.

The Employer will educate employees as to the potential health hazards associated with the handling of hazardous drugs and will orient employees in the proper techniques and procedures which minimize such hazards. Protective material and equipment will be provided as a last resort, when necessary. Employees who choose not to handle cytotoxic or other hazardous drugs because they are pregnant, breast feeding or trying to conceive, will be advised of their options, including temporary reassignment and transfer.

## **ARTICLE 16 DISCIPLINE**

### 16.1 Discipline Procedure

The Employer agrees to the principle of positive progressive discipline. Should a written complaint be lodged against an employee, the employee may have the opportunity, with a representative if desired, to respond to the complaint during an informal meeting with his or her supervisor. The absence of such a meeting will not preclude the Employer from proceeding with discipline. When the Employer is considering a disciplinary suspension, the Employer will schedule a pre-disciplinary meeting with the employee. The Employer will inform the employee of his/her right to Union representation before any such meeting and will give the employee a forty-eight (48) hour notice of the time and place such meeting will be held. At the pre-disciplinary meeting, the Employer will review the facts and circumstances which give rise to the potential discipline.

If the Employer determines that discipline is necessary, discipline shall be imposed as soon as possible after the Employer is aware of the action giving rise to the discipline.

The Employer will only discipline for just cause. In the administration of discipline, all parties shall show mutual respect for each other. The Employer will not reassign or transfer employees for disciplinary reasons.

### 16.2 Reprimand, Suspension, Demotion and Discharge

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, or served with notice of intent to discharge or demote, a copy of the notice of such action will be given to the Union, unless otherwise requested not to do so by the employee.

### 16.3 Letters of Notification

Letters of Notification shall be used by a department to inform an employee of an investigation of charges which may result in discipline. If the employee is not disciplined, the Letter of Notification will not be placed in the employee's personnel file. The department will investigate matters specified in the above mentioned letters as expeditiously as possible.

### 16.4 Letters of Warning

Letters of Warning, issued to Employees covered herein, will not be used against the Employee in any future decision concerning him/her more than six (6) months after the date of issuance. However, Letters of Warning may be used to establish a disciplinary pattern in all discharge proceedings as governed by Rule 250.110(d) of the State Universities Civil Service System Statute and Rules. Before issuing a Letter of Warning,

the supervisor shall discuss with the employee the violation and whenever possible offer reasonable methods of correcting the violation.

#### 16.5 Disciplinary Suspensions

Disciplinary Suspensions, issued to Employees covered herein, that are one (1) or more years old will not be used for the purpose of pyramiding penalties for like offenses. However, Disciplinary Suspensions may be used to establish a disciplinary pattern in all discharge proceedings as governed by Rule 250.110(d) of the State Universities Civil Service System Statute and Rules.

## **ARTICLE 17 GRIEVANCE PROCEDURE**

### 17.1 General Provisions.

- a) Definition - A grievance shall be defined as any complaint by an employee or by the Union, arising in the course of employment by the Employer or concerning the administration or interpretation of this Collective Bargaining Agreement. It is the intent of the parties to extend to each employee a right to a fair hearing on any grievance.
- b) Duties - Each supervisor and each employee has an obligation to make every effort to resolve employment relations' problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein, except, as discussed below, involuntary separation during the probation period may not be appealed to arbitration.
- c) Representation - Each employee shall have the right to Union representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Union intervention, the Union shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Union representation at any meeting called for the purpose of administering discipline. Employees shall be informed of this right prior to such meetings.
- d) Discipline and Discharge - No employee shall be disciplined or discharged except for just cause.
- e) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under Civil Service System Statute and Rules, or the Illinois Educational Labor Relations Act. Employees who wish to grieve a demotion or discharge shall follow the provisions detailed below.
- f) Related Services - Employees are encouraged to make use of the University's Office of Access and Equity and Employee Assistance Program to resolve personal and other matters falling within these realms.
- g) Time spent investigating or presenting a grievance by an Employee or his/her representative (if the representative is an Employee of the Employer) shall be compensated fully at the basic straight time wage or salary rate, but only for time spent during a regularly scheduled workday and shift, and only when permission has been given by his/her designated supervisor. Paid time will not be allowed for time spent outside the

regular shift. In no event shall an employee leave his/her assigned duties without the knowledge and permission from his/her designated supervisor. Permission shall normally be given, subject to emergency situations which the Employer alone defines.

- h) Scheduling of Meetings - Employees who work a shift that begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said shift adjusted if operations permit to accommodate a grievance hearing to be held during the normal day shift. Notwithstanding the above, the Employer may schedule grievance meetings/hearings during an employee=s regularly scheduled shift if required by operational needs.
- i) A copy of all grievances and responses to said grievances at the Campus Chancellor and the Associate Vice President for Administration and Human Resources levels issued to employees covered herein will be forwarded to the Union.
- j) For purposes of the grievance procedure, workdays shall mean Monday-Friday, excluding any University holidays.
- k) Time Off to Handle Grievances – The Union’s representatives and stewards shall be allowed to handle matters regarding enforcement of the collective bargaining agreement during working hours. A Union steward with permission of proper authorities may leave his/her assigned work to investigate a grievance or to present matters according to this Agreement or Policy and Rules. The representative or steward will provide an estimate as to how long he or she expects to be away from the work area and will strive to keep his or her supervisor updated if circumstances change. Permission shall not be unreasonably denied. The Union and its members will not solicit membership or carry on Union activities with employees in working areas during employees’ work time.

## 17.2 Procedure

Informal Step - An employee who has a dispute over the interpretation or application of this Agreement will discuss the dispute with his/her designated supervisor and/or Union representative in an effort to settle the same. This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the Employer/Employee problems. However, if a dispute is not satisfactorily resolved, an employee may file a grievance under the procedure outlined below. If the grievance involves disciplinary action which has been discussed at the employee=s pre-disciplinary meeting, no informal step is required.

### Step One

- a) To be considered formally, a grievance must be in written form, must cite the Section(s) of the Collective Bargaining Agreement alleged to have been violated, must be signed by the grievant(s) or a Union Representative (Steward, Business Representative), and must be filed with the appropriate supervisor. The written grievance need not follow any particular format, but it should include a report on the efforts to settle informally and such facts that may be of aid in arriving at a prompt and definitive resolution to the matter and the redress sought by the Employee. It must be submitted within thirty (30) calendar days after the occurrence leading to the grievance.
- b) The designated supervisor will review the informal decision he/she gave earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms his/her original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date he/she received the written grievance and forward it to the responsible Administrator or his/her designee within five (5) workdays after its receipt.
- c) The responsible Administrator or his/her designee may meet with the grievant and/or his or her representative regarding the grievance, but in any event shall consider and answer the grievance in writing not later than ten (10) workdays following the date upon which it was formally presented to the appropriate designated supervisor. If the responsible Administrator or his/her designee fails to answer within these ten (10) workdays, or if the responsible Administrator's or his/her designee's answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure.

### Step Two

- a) Notwithstanding the provisions of Step One above, grievances concerning discharge or demotion shall be filed directly at Step Two within ten (10) calendar days of the Employer's serving of "Written Charges for Discharge" or "Notice of Demotion" pursuant to Rules and Regulations of the State Universities Civil Service System, Chapter VI, section 250.111 (e) or (f). In addition, the Union may file a grievance (as defined in this Section 16.1) at Step Two if the grievance is common to employees employed in at least two (2) administrative units covered under this Agreement as of the date of the grievance.
- b) An appeal to Step Two of the grievance procedure must be filed within ten (10) calendar days after the Step One response is received or due,

whichever occurs first. Any decision by the responsible Administrator at Step One that is not appealed within ten (10) calendar days after it is received or due shall be considered binding upon the grievance and the Employer.

- c) The appeal to Step Two shall be filed with the Chancellor. Upon receipt of an appeal, the Chancellor, or an official designated to act for him/her, shall offer a fair hearing to the grievant(s), shall conduct any investigation that he/she feels is needed, and shall issue a written decision on the grievance within fifteen (15) calendar days after receipt of an appeal.
- d) If the Chancellor fails to do so, or if his/her decision is unacceptable to the grievant, he/she may appeal the grievance to Step Three of the procedure.
- e) Any hearing conducted by the Chancellor shall follow informal procedures with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include, as a minimum, the supervisor in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Human Resource Services Office should be available as a resource person.

### Step Three

- a) An appeal to Step Three of the grievance procedure must be filed in writing with the Office of the Associate Vice-President for Administration and Human Resources within ten (10) calendar days after the Step Two response is received or due, whichever occurs first. If the decision is not appealed within ten (10) calendar days after it is received or due shall be considered binding upon the grievant and the Employer. If the grievant elects to the appeal to the Office of the Associate Vice President for Administration and Human Resources, the Chancellor or his/her designee shall make available to the Office of the Associate Vice President for Administration and Human Resources, the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor's decision and reasons therefore if the appeal is of the Chancellor's decision.
- b) Upon receipt of an appeal, the Associate Vice President for Administration and Human Resources or his/her designee will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation he/she feels necessary. The Associate Vice President for Administration and Human Resources or his/her designee shall then determine if the written information provides adequate documentation of the grievance and

issue a written decision or he/she shall offer a fair hearing to the grievant(s) for the purpose of obtaining additional information and issue a written decision thereafter. A written decision shall be issued fifteen (15) calendar days after the receipt of the appeal at Step Three if no hearing is conducted, or within fifteen (15) calendar days from the close of the hearing if a hearing is conducted.

- c) The Associate Vice President for Administration and Human Resources, or his/her designee, will evaluate the grievance in its entirety from the first level of appeal, and will not be restricted to only those issues whereby agreement was not reached at the Step One or Two of the procedure.
- d) Any hearing conducted by the Associate Vice President for Administration and Human Resources, or his/her designee, will follow informal procedures, with maximum emphasis given to ensure that each person who is able to contribute materially to the resolution of the grievance has full opportunity to be heard. Those present should include the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Personnel Services Office should be available as a resource person.
- e) If the decision of the Office of the Associate Vice President for Administration and Human Resources does not resolve the grievance, the grievance may be moved to arbitration.
- f) Any time limit established herein may be extended for good cause by mutual agreement of the parties.

### 17.3 Variations

- a) An employee who has a grievance based on discrimination may first discuss the complaint informally with his/her designated Supervisor, Department Head, the Campus Access and Equity Officer or other official designated by the Chancellor, in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.
- b) The Campus Office of Access and Equity will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise publicizes the grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the Campus Office of Access and Equity may be called upon to assist throughout the proceedings and to provide input.

- c) Involuntary separation from 1) a non-status position or 2) during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the Associate Vice President for Administration and Human Resources, or his/her designee, will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the Employer=s equal employment obligations and policies.
- d) If any part of the decision of the Office of the Associate Vice President for Administration and Human Resources is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the Office of the Associate Vice President for Administration and Human Resources is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Office of the Associate Vice President for Administration and Human Resources is extended to thirty (30) calendar days after said review is completed and received.

#### 17.4 Arbitration

- a) If the grievance has not been resolved at Step Three of the procedure, the Union may appeal the grievance to arbitration by filing with the office of the Associate Vice President for Administration and Human Resources a request for arbitration, provided the request for arbitration is submitted within thirty (30) calendar days after the decision at Step Three is received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the chairperson, shall be equally divided between the Union and the Employer, except that each party will be responsible for any expenses; (1) incurred in the preparation and presentation of its own case, and (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the Employer; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- b) An arbitrator will be selected by filing a request with the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of seven (7) arbitrators. Either party may reject the first panel of arbitrators. Within ten (10) workdays of receipt of the list of

arbitrators, the Associate Vice President for Administration and Human Resources or his/her designee, and the Union representative shall select an arbitrator by alternatively striking names from the list, with the Associate Vice President for Administration and Human Resources or his/her designee striking the first name. The last remaining name shall be the Arbitrator.

- c) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated with a new list of arbitrators. The Arbitrator shall interpret this Agreement only and shall have no authority to add to, delete from or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the employee, the Employer and the Union.
- d) During the term of this Agreement, the parties may mutually agree to implement expedited arbitration.

(This Article is a deviation from Policy and Rules.)

## **ARTICLE 18 CIVIL SERVICE**

### 18.1 Position Classification Review.

An employee may request an audit of the appropriateness of his/her position classification. Such requests will be handled by the Campus and/or Medical Center Human Resources Office and the results of the audit will be issued by such office. Reasonable work time shall be provided for the employee to consult with his/her supervisor and for the employee to prepare an updated job description. Upon request, additional review may be made by the Assistant Vice President for Human Resources or his/her designee. Such audit or review should be completed within thirty (30) calendar days of the date the audit request is received in the personnel office, or within thirty (30) days of the request for review, with the results furnished to the affected employee(s). An employee may request further review by the University Office of Administration and Human Resources, to be completed within thirty (30) calendar days of receipt, with the results furnished to the affected employee(s). The time limits specified above may be extended for good cause by the Employer. If the audit substantiates that an employee has been performing duties of a higher rated classification, the employee shall be paid the higher rate (if the duties of the employee are not reduced) effective the beginning of the pay period after the employee receives the results of the audit. This will happen if the employee has passed the appropriate examination required for the higher rated classification. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning of the pay period following notice of passing the appropriate examination. The employee may seek further classification review only by the University Civil Service System of Illinois in accordance with Civil Service System rules and procedures.

### 18.2 Civil Service

The Union shall designate two (2) representatives to meet at least quarterly with UIC campus Human Resources representatives for the purpose of providing input and recommendation to the University with respect to matters regarding civil service system. The University and the Union are committed to working to ensure the proper application of civil service statutes. This meeting shall take place at the same time as the SEIU Local 73 Clerical unit meeting for that purpose.

## **ARTICLE 19 PERSONNEL FILES**

### 19.1 Official Personnel File

The Campus Human Resources Office maintains the official personnel file for covered employees. When any document related to disciplinary action is placed in an employee's official personnel file, the Employer shall furnish the employee a copy of such document.

### 19.2 Employee Review of Official Personnel File

Employees will be permitted to review their official personnel file pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.) and Policy and Rules (Policy Number 18). If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions for this Policy. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored. Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth in Policy and Rules (Policy Number 18).

### 19.3 Employee Notification

A copy of any material related to employee performance which is placed in the official personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the Employer on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file.

### 19.4 Necessary to Employment Information

Information about employees in the official personnel file or file maintained by the employing department should include only that which is necessary and relevant to employment.

## **ARTICLE 20 DUES DEDUCTION AND FAIR SHARE**

### 20.1 Dues Deduction

Upon receipt of a written and signed authorization card of an employee, the Employer, shall deduct the amount of Union dues, and initiation fee, if any, or other authorized deduction, set forth in such card and any authorized increase therein, and shall remit such deductions bi-monthly (twice each month) to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### 20.2 Fair Share

- a) Pursuant to 115 ILCS 5/11, the parties agree that non-union members employed in the bargaining unit who choose not to become members within thirty (30) calendar days of employment or within thirty (30) days of the signing hereof, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of its members. Such fair share fee shall be deducted from the employee's paycheck and shall be forwarded to the Union.
- b) The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with fair share fees. The Act and these Rules as they may be amended from time to time are incorporated into this Agreement by reference, and the Employer and the Union agree to comply with and abide by all provisions of the Act and said fair share rules.
- c) In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by (a) of this section 20.2 on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deductions provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.

- d) The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorneys' fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the fair share deduction; provided however, the Union shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal action regarding this Article.
- e) Nothing contained herein shall require the Employer to take any action to collect any fair share fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.
- f) In the event that all or part of the I.E.L.R.B. rules referred to in (a) of Section 19.2 of this Article lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this Agreement and the parties shall then commence to negotiate substitute appropriate fair share provision(s) to this Article. Unless otherwise prohibited by law, the Employer shall continue fair share payroll deductions during the negotiation process.

### 20.3 Procedure

The employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 20.1 and 20.2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after date of withholding, provided that nothing contained in this Article shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that different dues/assessments amounts should be collected.

## **ARTICLE 21 NO STRIKE OR LOCKOUT**

### 21.1 No Strike

During the term of this Agreement there shall be no strikes, including work stoppages or slow downs, or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by bargaining unit members.

### 21.2 Employer/Employee Rights

The Employer has the right to discipline, up to and including discharge, its Employees for violating the provisions of this Article.

### 21.3 No Lockout

No lockout of Employees shall be instituted by the Employer or its representatives during the term of this Agreement.

## **ARTICLE 22 SAVINGS CLAUSE**

Should any provision of this Agreement be ruled illegal or invalid by statute or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for its duration.

## **ARTICLE 23 TERM OF CONTRACT**

### 23.1 Period Covered

With the exception of wage increases, which become effective as set forth in Section 4.2 , this Agreement shall become effective at the start of the first shift beginning after the Agreement is fully executed and shall remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), December 16, 2009. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

### 23.2 Status During Negotiations

Once the notice called for in Section 23.1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the

expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

## **ARTICLE 24 MISCELLANEOUS**

### 24.1 Parking

During the term of this agreement the University reserves the right to change the fees charged to bargaining unit employees. If the percentage (%) increase exceeds 4% during 2008, or 2.5% in any subsequent contract year during the life of this agreement the Union reserves the right to bargain the additional increase.

### 24.2 Surveillance

The Employer has the right to place and use cameras and other electronic monitoring equipment on the Employer's premises, as deemed appropriate in the Employer's discretion, other than in areas such as restrooms, changing rooms, locker rooms, and the like.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this

\_\_\_\_\_ day of \_\_\_\_\_ 2008,

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 73, AFL-CIO, CLC

THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

BY: \_\_\_\_\_  
Service Employees International Union  
Local 73 Director, Division of Higher Education

BY: \_\_\_\_\_  
Comptroller

BY: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Union Representative

APPROVED:  
\_\_\_\_\_  
Vice Chancellor for  
Human Resources

\_\_\_\_\_  
Director, Labor & Employee  
Relations

\_\_\_\_\_  
Senior Associate Vice President for  
Planning and Administration

\_\_\_\_\_  
Chief Negotiator

APPROVED AS TO LEGAL  
FORM:

\_\_\_\_\_  
Office of University Counsel (date)

SIDE LETTER OF AGREEMENT  
UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President for Human Resources  
715 South Wood Street  
Chicago, Illinois 60612-7221

December 19, 2003

Mr. Bill Silver  
SEIU, Local 73  
1165 N. Clark, Suite 500  
Chicago, Illinois 60610

Re: Floating Holidays

Dear Mr. Silver:

Employees employed by the Medical Center as of July 1 and covered by this agreement shall be eligible for four (4) floating holidays during each fiscal year. These holidays will be administered and selected as set forth in the Executive Notice issued by the Chancellor of the University of Illinois at Chicago. Employees hired after July 1, shall be eligible for floating holidays per the following schedule during the first year of employment.

<b><u>Hire Date</u></b>	<b><u>No. of Floating Holidays</u></b>
July 1 – September 30	4
October 1 – December 31	3
January 1 – March 31	2
April 1 – June 30	1

Employees employed by the Medical Center and covered by this agreement may request their floating holidays at any time during the fiscal year. The request will be made in writing to the employee's supervisor and will be answered in writing within two weeks.

In the event that the Medical Center's operating needs do not permit an employee to use all of his/her floating holidays in a fiscal year, the employee will be paid for the holidays he/she requested but was not granted. An employee is responsible for requesting his/her floating holidays in a timely manner, each quarter. An employee who fails to request a day off for a floating holiday will not be eligible for payment for such floating holiday. Payment for floating holidays which were requested by the employee but could not be granted due to operating needs will be paid at the basic straight time rate for the employee's regular shift. Payment for unused holidays will be made at the end of the fiscal year. (Deviation from Policy and Rules.)

Sincerely,

Patricia A. Gill  
Interim Assistant Vice President for Human Resources

We agree to the contents of this letter

\_\_\_\_\_  
SEIU, Local 73

\_\_\_\_\_  
Date

SIDE LETTER OF AGREEMENT  
UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President for Human Resources  
715 South Wood Street  
Chicago, Illinois 60612-7221

December 19, 2003

Mr. Bill Silver  
SEIU, Local 73  
1165 N. Clark, Suite 500  
Chicago, Illinois 60610

Re: Mental Health Counselors

Dear Mr. Silver:

The Employer agrees to provide a temporary rate adjustment of nine dollars (\$9.00) per hour for the hours worked by mental health counselors while working on an approved and authorized training project. Counselors will be paid for authorized and approved preparation time for such training in accordance with overtime provisions in Section 4.13. The training project must be with an approved agency outside of the Medical Center. The rate adjustment does not apply to routine in-service training or other incidental training which is considered a part of the normal job duties.

Sincerely,

Patricia A. Gill  
Interim Assistant Vice President for Human Resources

We agree to the contents of this letter

\_\_\_\_\_  
SEIU, Local 73

\_\_\_\_\_  
Date

SIDE LETTER OF AGREEMENT  
UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President for Human Resources  
715 South Wood Street  
Chicago, Illinois 60612-7221

August 25, 2003

Mr. Bill Silver  
SEIU, Local 73  
1165 N. Clark, Suite 500  
Chicago, Illinois 60610

Re: Twelve-hour shifts in Respiratory Care

Dear Mr. Silver:

This Memorandum of Understanding (“MOU”) is entered into by and between the University of Illinois (“Employer”) and the Service Employees International Union Local 73 (“Union”) and is intended to memorialize agreements reached by the parties with respect to the implementation of twelve hour shifts for technical employees in the Respiratory Care Department. The parties agree to the following terms.

Section 1

Effective 30 days after the MOU is signed, the Respiratory Care Department will begin a pilot program of scheduling twelve (12) hour shifts which exclude a 30 minute unpaid lunch. The program will be for six (6) months and may be continued thereafter upon mutual agreement. Staff will self-schedule according to the following pattern.

1st Week	2nd Week
12-12-8-8	12-12-8-8
12-12-12	12-12-12

Staff will develop the schedule by the end of the 2nd week of a posted 6 week cycle. All schedules must be approved by the supervisor and may be revised due to operating needs. The approved schedule will be posted by the end of the 4th week of the 6 week scheduling cycle.

Deviations to the above scheduling pattern may be made based on operating needs and supervisory approval. Such deviations shall consist of combinations of twelve (12) hour, eight (8) hour and four (4) hour shifts.

## Section 2

Employees will be provided a 90% schedule option for a trial period of six months. At the conclusion of the initial six-month period, the Employer will meet with the Union to review the program and determine if it should be renewed. The sub-committee shall also meet within thirty (30) days of the start of this schedule, and every two months thereafter to attempt to resolve any issues or problems with the schedule.

In order for an employee to be eligible for a 90% position, he or she must have a satisfactory performance evaluation and have a satisfactory attendance record. Such evaluations of performance and attendance shall be objective and documented, and shall be made available to the employee and the Union, upon request.

An employee who accepts a 90% position may not change his or her percentage appointment for a period of six months. Based on operational needs, the Employer maintains the right to assign employees to the shift where the employee is needed.

## Section 3

The department will attempt to schedule full-time Therapists so that they will have every other weekend off. The department will also attempt to schedule consecutive days off. In all cases, operating needs must be met first.

## Section 4

In the event of an emergency which requires additional staff or when credentialed staff levels fall below an acceptable level, the following procedure will apply in the order set forth below:

- a) Volunteers presently at work will be requested to stay. Those working twelve (12) hours may be requested to stay up to four (4) hours. Those working eight (8) hours may be requested to stay up to eight (8) hours.
- b) Volunteers not on duty will be contacted: Status Employees and Extra Help Technical may be requested to work. Volunteer shifts shall not exceed sixteen (16) hours in a 24 hour period.
- c) Mandated work beyond scheduled hours among status employees will be rotated by seniority, beginning with the least senior qualified employee. 90% employees will be utilized first in this rotation.

Overtime will only be paid for hours worked in excess of twelve (12) hours in a day or forty (40) hours in a work week. There shall be no pyramiding of overtime.

## Section 5

Employees will be given two (2) paid breaks of fifteen (15) minutes each during the first eight hours of the shift, with an option to combine one fifteen (15) minute break with

their thirty (30) minute lunch. When working twelve (12) hours, the employee will be provided with an additional fifteen (15) minute paid break during the last four (4) hours of the shift, subject to the supervisor's approval and operating needs of the department.

Section 6

If scheduled to work a Holiday, the employee will be paid at time and one-half (1 1/2) his or her basic straight time hourly rate of pay for each hour worked. Additionally, employees who work on a designated calendar holiday will receive holiday pay at his or her basic straight time hourly rate based on the percent status appointment. This may be supplemented by four (4) hours of vacation time, if requested in writing. Each employee scheduled off on a Holiday, will be eligible for holiday time based on that employee's percent status.

Sick days will be charged to the employee's account based on hours scheduled to work.

Section 7

Schedule 8 employees at 90%.

Management retains the right to add an additional 12 hours to the 90% staff when and where staffing and operating needs must be met. Volunteers will be asked first to fill these hours.

Staff will self-schedule to meet the needs of the Department. The schedule will be submitted to management for review and final approval. Concerns from the Union regarding the schedule after it is approved may be brought to management's attention and will be considered in the next schedule.

Upon hiring 2 new FTE's with no loss of existing FTE's and staffing levels remain the same (excluding extra help), item (b) above will be withdrawn, subject to operating needs.

If there are no new hires by October 6, 2003, the parties will reconvene to discuss whether to extend Section 7 of this Memorandum.

Sincerely,

Patricia A. Gill  
Interim Assistant Vice President for Human Resources

We agree to the contents of this letter

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SEIU, Local 73

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Date