

AGREEMENT

by and between

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

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

(Clerical Unit)

Effective August 27, 2006 through August 26, 2009

A G R E E M E N T

by and between

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

and

**LOCAL NO. 73
SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, AFL-CIO, CLC**

Effective from August 27, 2006 through August 26, 2009 (inclusive).

This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer) and Local No. 73, Service Employees International Union, SEIU, AFL-CIO, CLC, (hereinafter referred to as Union) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

**ARTICLE I
AUTHORIZATION AND PURPOSE**

Section 1. Authorization.

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

Section 2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer's supervisors and Union representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the 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 function of the University.

ARTICLE II LIMITATIONS

Section 1. Limitations.

- a) This Agreement is subject to (1) applicable Federal and State laws 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 right to bargain regarding any amendments to Policy and Rules - which are mandatory subjects of bargaining.
- b) 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.
- c) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the entire agreement between the parties hereto. Any subsequent amendments to this Agreement must be in written form and signed by the authorized officials of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

The Employer recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System and employed by the Employer at the University of Illinois at Chicago:

Classes as Specified in Appendix "A"

but excluding those excluded employees as set forth in 115 ILCS 5/2 (b) of the Illinois Educational Labor Relations Act. 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. The Employer agrees not to negotiate such matters individually with bargaining unit employees. The Employer will make every effort to process said recommendations within a reasonable period of time.

Section 2. New Classes and Recognition.

The Employer agrees that if any new or existing Civil Service Class designations should be established for the same work or work which is substantially the same and is presently being performed by classes identified in Section 1 of this ARTICLE, said classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 3. Equal Opportunity.

There will be no discrimination by either Union or 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 era.

The Employer will not tolerate sexual harassment of employees and will take action to provide remedies when such harassment is discovered. Sexual harassment is defined as any unwanted sexual gesture, physical contact or statement which a reasonable person would find offensive, humiliating or an interference with his or her required tasks or career opportunities at the University.

Section 4. Rights of Employer.

The Union recognizes the right of the Employer to manage its operations and 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 the interests 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.

Section 5. Protected Activity.

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 6. Union Activity.

- a) 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. Permission shall not be unreasonably denied. The Union and its members will not solicit membership or carry on union activities on university premises with employees of the employer during working hours.

b) Upon approval by the Employer, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:

1. Notices of Union meetings.
2. Notices of Union elections.
3. Notices of Union appointments and results of Union elections,

and any others which the Employer may approve from time to time. The number of copies which the Union wishes to have posted, plus one (1), will be filed with the Employer's Labor Relations Office.

c) The Employer shall permit union representatives to visit University of Illinois at Chicago premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such union representative(s) shall advise the Employer's Labor Relations Office of such visits before entering said premises.

Section 7. Union Meetings on Premises.

The Union may request to reserve and use University facilities for union meetings on the same basis as other organizations.

Section 8. Negotiating Committee Notification.

It shall be the responsibility of the Union to provide the Labor Relations Office the names of all members of the negotiating committee.

It will be the responsibility of the University's Labor Relations Office to arrange for release time and notify supervisors of employees who are members of the Employees' Negotiating Committee of negotiation meetings. Employees must receive prior departmental approval to attend, which will normally be given subject to operating requirements.

Section 9. Labor-Management Meetings.

Any Labor-Management meeting concerning employees represented by this Collective Agreement will be scheduled with the Labor Relations Office. A Labor Relations Officer, Union Representative and Chief Steward will be present at any scheduled meeting. The party requesting a Labor-Management meeting shall provide the Labor Relations Office with an agenda of the issues to be discussed prior to the scheduled meeting.

Section 10. Departmental Rules.

Any written departmental rules shall be available for inspection in each department and upon written request a copy of such rules will be made available to the appropriate steward and/or union representative.

Section 11. Notification of Recognition.

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that Local Union No. 73, S.E.I.U. is the authorized negotiating representative for the employees described in this ARTICLE III.

The Employer will at the time of said notification provide new personnel with a copy of Union literature which has been approved by the Employer's Labor Relations Office, which shall be furnished by the Union. The Employer will notify the Union of the name, home address, classification and work location of such new personnel on a monthly basis.

Section 12. Bargaining Unit Information.

On a monthly basis the Employer will provide the Union with the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications and reallocations, (including reclassifications and reallocations of bargaining unit employees and positions outside of the bargaining unit) layoffs, recall from layoffs, reassignments, leaves, return from leaves, and terminations.

Section 13. Additional Bargaining Unit 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, return from leaves, and terminations.
- b) Upon request, 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. This shall be supplied not more than twice per year. Such information will be furnished in hard copy form and on a P.C. disk.

Section 14. New Hire Orientation.

The Union shall be permitted one half hour during normally scheduled working hours to conduct its orientation program to newly hired Union employees. The meetings will take place at a mutually agreed time. The University will arrange rooms to be available for these meetings, pursuant to University policy, and will notify the Union of the locations of the meetings. Should the Union request to change the time of the meeting, the Union shall provide advance notice to the employer.

On a monthly basis, the University will provide the Union with the name of each new employee, as well as their work location, work-place phone number, and the name and number of the employee's supervisor. The University will issue a letter annually to all Department Heads and other appropriate supervisors authorizing new employees to be released one half hour prior to such meetings, and provide the Union with a copy. Such attendance by employees shall be on a voluntary basis and without loss of pay. The Union is authorized to have one (1)

representative of the Union who is a University employee to attend the Union orientation program.

ARTICLE IV WAGES

Section 1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the Parties hereto.

Section 2. Effective Date of Wages.

- a) Wages established in this Agreement shall become and remain effective as specified in Appendix B, attached hereto and a part hereof except as otherwise provided herein and as set forth below.
- b) Employees below top step will continue to receive anniversary step increases.

Section 3. Wage Increase Third Contract Year.

For year three (3) of this Agreement, August 27, 2008 through August 26, 2009, it is hereby agreed by both parties that wages will be adjusted on August 26, 2008 by the percentage increase determined by the Provost Office on the Chicago campus to be the general wage increase for civil service employees; provided, however, if this amount is less than two and one-half (2.5) percent the Union shall have the right, upon request, to reopen the bargaining on wages only for this year.

Section 4. Rounding.

The Employer and the Union agree that any wage increases agreed which result in decimal points being used, such calculation shall be on the following basis: .5 and higher shall be rounded to 1.0. 1.4 or below shall be rounded down to 1.0.

Section 5. Wages (Basic Straight Time Hourly Rate).

- a) Basic straight time hourly rates are hereby defined as those payable for work performed during the five (5) normally scheduled days of work in a workweek, but for not more than seven and one-half (7 1/2) hours work (eight (8) hours work for Police Telecommunicators) during any one of the aforesaid five (5) days.
- b) Basic straight time hourly rates are and shall be as set forth in Appendix "B", attached hereto and a part hereof.

Section 6. Wages (Overtime).

- a) Employees covered by this Agreement, except for Police Telecommunicators, shall be compensated at one and one-half (1 1/2) times their regular hourly rate (as defined by Federal law) for time worked in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week. Police Telecommunicators shall be compensated at one and one-half (1 1/2) times their 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. Overtime wages shall be paid by check; or when mutually agreed to in writing by the Department Head and the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked provided the compensatory time off is utilized pursuant to Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction. The Employer requires that an eligible employee receive overtime compensation in the event that a supervisor permits overtime to occur although not expressly approving or authorizing it. In order to avoid liability as stated, a supervisor must expressly and effectively prohibit overtime work, including so-called 'voluntary' overtime.
- b) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of it becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- c) The opportunity to do overtime shall be offered and distributed as evenly as possible among qualified personnel. If this does not produce sufficient volunteers to cover the Employer's requirements, the Employer will then proceed to assign sufficient employees to do the overtime work required. Such assignments shall be made starting with the least senior, available, qualified employee in the class. If a qualified employee establishes that he/she has not received his/her distribution of overtime, as evenly as possible, such employee shall have first preference to future overtime work (provided they are readily available) until reasonable balance is recreated.
- d) When overtime assignments are made by the Employer's Police Department for Police Telecommunicators, such assignments shall be made starting with the Telecommunicator with least amount of overtime hours worked and who is available. This will be administered on a calendar year basis.

Section 7. Wages (Premium Paid for Work During Scheduled Days Off).

Work performed during an employee's first or second scheduled day off in a work week shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate specified herein. (Deviation from Policy and Rules.)

Section 8. Wages (Call-Back).

- a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the

employee's convenience does not break the continuance of the shift referred to in the preceding sentence.

- b) Employees who report back upon the Employer's premises at the time specified in the call-back, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 9. Wages Scale Provisions.

- a) Only the hourly rates specified in the steps of a wage scale may be paid.
- b) The in-hiring rate for a new employee shall be Step A of the wage scale for his/her classification except the Employer may propose wages above the minimum specified in a wage scale but always coinciding exactly with a wage listed in a wage step if a new employee possesses exceptional qualifications, which the Employer alone defines, that are supported by training, experience, salary history or other related criteria. In the event, however, shall a new employee start at or above Step E in the wage scale for his/her classification, the University will notify the Union of the classification, work location, exceptional qualifications and starting rate of pay of any employee hired into or above Step E. Such notice will be provided monthly.
- c) Each employee who has not attained the Top Periodic Step (Step Five) for his/her salary grade shall advance in pay to the next higher step in the salary grade on his/her anniversary date in class. Anniversary date increases cannot be made to steps above the Top Periodic Step (Step Five). The effective date for an anniversary date increase shall be the first day of the pay period during which the anniversary date occurs.
- d) Merit increases may be granted to eligible employees with appropriate departmental and financial (Pool Coordinator) authorization provided such increases result in the employee being placed on a specific step in their salary grade and does not exceed 8%. Such merit increases will be based upon a majority of the criteria set forth in Section 7(e) of this Article. The Employer will notify the Union monthly of merit increases awarded to bargaining unit employees. This notice will include name of employee and amount of merit increase.
- e) Merit Increases may be awarded by the Employer when money is available for the purpose. Merit Increases shall be awarded to employees who meet or exceed the following criteria as determined by the Employer.
 - 1. Superior knowledge of the requirements of his/her position.
 - 2. Superior quality of work.
 - 3. Ability to handle responsibility.
 - 4. Acceptable rate of productivity.
 - 5. Demonstrated initiative.
 - 6. Good attendance record.

The Union shall be notified on a monthly basis of increases awarded to employees covered by this Collective Bargaining Agreement.

Section 10. 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 the same pay, except when a wage differential is based upon some other factor, such as experience, longevity, or merit progression within ranges.

Section 11. 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.
- d) An employer may only make such assignments by assigning a status employee who meets the minimum qualifications of the class to which the assignment is being made. An Employer makes such temporary upgrading assignment by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignments occurs in classes that utilize work shifts, the register requirements apply only to those status employees on the appropriate shift. Acceptance of or refusal to accept such a temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals.
- e) In the absence of a register, an employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.
- f) When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

Section 12. 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.

Section 13. Wages. (Effect of 1987, 1988, 1990, 1991 and 1992 longevity step freezes).

Time worked by bargaining unit members during the period commencing August 23, 1987 and ending August 20, 1989 will not be counted toward completion of annual requirement for movement to the next highest periodic step. All employees who were newly hired during the period commencing August 23, 1987 and ending August 20, 1989 will have a new anniversary date, for wage progression purposes, of August 19, 1989.

Time worked by bargaining unit members during the period commencing August 26, 1990 (August 19, 1990 for Police Telecommunicators, Main Desk Attendants and Medical Records Technicians) and ending August 28, 1993 will also not be counted toward completion of annual requirement for movement to the next highest periodic step. Notwithstanding the foregoing language, beginning August 29, 1993, periodic step increases will be reinstated and awarded on each employee's anniversary date.

Section 14. Wages - Shift Differentials - University of Illinois Medical Center and Clinics.

Employees who report administratively to the University of Illinois Medical Center and/or Clinics and who work a regular shift which ends after 3:00 p.m. will receive a shift differential of twenty cents (20¢) per hour for all hours worked on the shift provided the majority of the hours are worked after 3:00 p.m. Employees who report administratively to the University of Illinois Hospital and/or Clinics and who work a regular shift which ends after 11:00 p.m. will receive a shift differential of twenty-five cents (25¢) per hour for all hours worked on the shift provided the majority of the hours are worked after 11:00 p.m.

**ARTICLE V
BENEFITS**

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Employee Development and Career Planning, Retirement, and Inter-institutional Reciprocity) will be as set forth in the Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, 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 of Policy and Rules will be made available to an employee covered by this collective agreement at the Chicago Campus Human Resource Office, 715 South Wood Street. An employee shall be permitted to inspect and/or copy any portion or all of Policy and Rules at the Chicago Campus Human Resource Office.

Section 2. Sick Leave Payment Regulations.

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following Conditions of Eligibility must be satisfied:

- a) The Employee must have sick leave accrued in his/her favor;
- b) An employee may use accumulated sick leave when absent because of personal illness, illness of spouse and/or children, injury, maternity leave, or to obtain medical or dental consultation or treatment. Exceptions and application of this policy beyond spouse and children, e.g., members of household may be granted. Members of household should be defined as dependent residents of the employee's household. The right is reserved by the University to demand from an employee who has been absent for three (3) or more consecutive workdays, or who is suspected of abusing sick leave utilization to submit a doctor's statement as proof of illness. When the demand is based on suspected abuse, such demand for proof of illness will lapse after six (6) months unless there is reasonable continued suspicion of abuse.

Section 3. Personal Leave.

Within the total amount accumulated, University operations permitting, leave of not to exceed two (2) days at one (1) time will be granted for any reason upon advance request of the employee to his/her supervisor. Where the need for such leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advance approval, the employee may be granted post-approval upon showing of such factors. In determining whether to give such approval the department will take into account staffing requirements needed to insure necessary continuity of operations and individual circumstances. Approval shall not be unreasonably denied.

Section 4. Vacation and Personal Leave - Method of Accrual.

Each employee who is non-exempt under the Fair Labor Standards Act and each employee who is exempt as an executive or administrative employee but who (a) is required to work a fixed shift and (b) receives overtime compensation if required to perform overtime shall earn Vacation and Personal Leave at the rate which is shown opposite his/her service years in Schedule A.

SCHEDULE A

Years of Service Completed		Rate Earned Per hours of Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year
At Least	No More Than		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

- a) An employee may accumulate at his/her then current earnings rate an amount of Leave equal to that earned in two (2) service years but upon reaching this accumulation will cease to earn Leave except as the accumulation is reduced.
- b) Upon termination of employment, an employee shall be paid for any Vacation and Personal Leave accumulated as of his/her last scheduled workday. The effective date of the termination is the last day worked and is not extended by payment of the Vacation and Personal Leave benefit.

Section 5. Vacation and Personal Leave – Approval and Usage.

- a) An employee's request for vacation shall be made in writing to their supervisor. The supervisor will respond in writing, within two weeks. If request is denied, the answer shall include the reasons for denial. No vacation request shall be unreasonably denied.
- b) No vacation or personal leave time previously approved shall be canceled, except for emergent or unusual situations as reasonably determined by the Employer.
- c) Where vacation requests conflict, (more than one employee requests the same date) the Employer shall consider such factors as departmental seniority, staffing requirements and previous leaves received or vacation taken based on operational needs as reasonably determined by the Employer.

Section 6. Union Leave.

An employee covered by this collective agreement who is elected or appointed to a Union office may request and be granted leave without pay in accordance with Policy and Rules, Policy 11, Rule 11.06 - Special Leaves.

Section 7. Holidays.

Paid holidays as set forth in Policy and Rules and as designated by the Chancellor at the University of Illinois at Chicago each fiscal year during the term of this Agreement will be observed as follows:

HOLIDAYS

Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Birthday
Memorial Day, observed
*Four Chancellor Designated Holidays

* Employees working in the University of Illinois Medical Center at Chicago and Clinics, Physical Plant Operations, Telecommunications, Police Department, Campus Auxiliary Services, and Biological Resources Laboratory will have four (4) floating holidays which will be taken as set forth in the Chancellor's Executive Notice.

* Employees working in all other Campus Units will observe four (4) holidays to be designated by the Chancellor on an annual basis.

Section 8. Floating Holiday Accrual and Method of Request.

- a) Employees may take their floating holidays at any time during the fiscal year. Any normally scheduled work day may be selected as a floating holiday, with the prior approval of employees designated supervisor.
- b) Employees will be informed of the approval or denial of their floating holiday requests within a reasonable period of time. If employee's request is denied, the employee will be given the opportunity to submit a new request.
- c) All employees will receive payment at his/her basic straight time hourly rate for that employee's regular shift for all floating holidays.

Section 9. Funeral Leave.

Funeral leave shall be in accordance with Policy and Rules Policy 11, Rule 11.05 - Funeral Leave.

Section 10. Jury Duty.

Jury duty shall be in accordance with Policy and Rules Policy 11, Rule 11.03 - Jury Duty.

Section 11. Military Leave.

Military leave shall be in accordance with Policy and Rules Policy 11, Rule 11.04 - Military Leave.

Section 12. 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.

**ARTICLE VI
EMPLOYEE DEVELOPMENT AND EDUCATIONAL BENEFITS**

Section 1. Policy.

The Employer shall extend tuition and fee waivers to employees according to guidelines set forth herein and subject to approval of the President of the University of Illinois. Additional development opportunities may be offered to broaden employee capabilities to improve University services and to contribute to job fulfillment.

Section 2. Types of Courses.

- a) A Regular course is one that is part of the established curriculum available to students at the University of Illinois.
- b) A Special course is one designed specially for the purpose of improving University service.
- c) A Sponsored course is one given at another institution that is designated or established at the University's request and financially supported by it for the purpose of improving University service.
- d) A Refund course is one given by an organization other than the University and for which an employee may receive reimbursement for tuition and specified related expenses paid by him/her.
- e) A Correspondence course may fall under any of the above types of courses.

Section 3. Departmental Responsibilities (Employee Development).

- a) Each Department Head is responsible for (a) a continuing review of departmental services to identify desirable improvement which can be facilitated by employee development and training, (b) proposing employee development activities to this end, and (c) informing the campus Personnel Services Office of an employee's potential and interest beyond departmental job requirements.
- b) Each supervisor shall (1) appraise the performance of his/her employees, (2) coach them in means of improving performance, (3) counsel them regarding career opportunities within the University, (4) discuss with them advantages accruing to the University and to employees through planning for career enlargement, and (5) encourage them, where appropriate, in preparation of mutually agreed upon personal development plans.

- c) Personal development plans and courses completed and other job related training shall be made a part of an employee's University personnel record.

Section 4. Instruction and Evaluation - Special and Sponsored Courses.

The Office of Continuing Education and Public Service will work with the campus Personnel Services Office to organize courses and will be responsible for selecting instructors and facilities, for contracting for Sponsored courses, and for handling other necessary administrative course arrangements within the approved budget. Each campus Personnel Services Office will be responsible for (1) contracting for any University participation in registered community craft apprentice programs, and (2) evaluating the contribution of each Special or sponsored course in improvement of University services.

Section 5. Enrollment in Regular, Special, Sponsored, and Refund Courses (including Correspondence Courses) Eligibility and Ineligibility for Waivers and Refund Courses.

- a) Regular courses - not necessarily work related. An employee in a status appointment or in an appointment designated to qualify for status in an established class may be granted waiver of tuition and service fee in Regular courses not to exceed:

Six (6) credit hours or two (2) courses in a semester or quarter if on a full-time appointment.

Four (4) credit hours if on 75% to 99% time appointment.

Three (3) credit hours if on a 50% to 74% time appointment.

provided that the employee (1) meets conditions and eligibility for admission as prescribed by the Office of Admissions and Records, (2) is not a student as defined in state Universities Civil Service System Statute and Rules, Chapter VI, Section 250.70 (f) and (3) had approval by his/her employing department of enrollment and of a "make-up" schedule to cover any time in course attendance during his/her regular work schedule. Course attendance during an employee's regular scheduled hours may be approved for not to exceed one course at a time and then only if the course is not offered outside of such hours. An employee on Special Leave (Education) may be granted a waiver of tuition and service fee in Regular courses only under conditions that apply to work-related (employee development) courses as set forth in (b) below.

Work-Related Courses. An employee in a Status, Learner, Trainee, Apprentice, or Provisional appointment may enroll without payment of tuition and service fee in (a) Regular, (b) Special, or (c) Sponsored courses for not to exceed ten (10) credit hours per semester or quarter or receive a refund for courses at another institution, provided that--

- 1) The courses are directly related to his/her University work career and to the improvement of University services.
- 2) He/she meets conditions and eligibility for admission.
- 3) His/her appointment is full time or his/her enrollment is pursuant to an approved deviation.

- 4) He/she has made application and received prior approval for enrollment or refund as required by procedures issued hereunder.
 - 5) He/she submits evidence of (a) satisfactory completion of the course(s), and (b) the amount of tuition and fees paid (Refund courses only).
 - 6) Excused absences with or without pay for course attendance granted do not exceed the amount of time required for ten credit hours attendance per term or semester, and
 - 7) If on Special Leave (Education) he/she agrees in writing to remain with the University for at least six (6) months after his/her return from a leave and in the event he/she does not return, to make payment in full to the University for tuition and fee waivers extended during his/her leave.
- b) **Loss of Eligibility for Waivers or Refunds.** An employee who resigned, is dismissed, is discharged, or is terminated may not continue to attend a Special or Sponsored course. While the employee may continue in a Refund course, he/she may not receive a refund. Such an employee may continue in a Regular course upon payment for the entire course. An employee who is laid off may continue attending any course, including one involving receipt of refund in which enrollment prior to his/her layoff, but may not enroll in any new course with tuition and service fee waiver or refund while on layoff.

Section 6. Attendance at University Courses and at Training Programs.

An employee, upon request of his/her supervisor and University operations permitting, will either be excused without pay or scheduled for "make-up" in order to permit his/her enrollment in an academic course in the University or in a local training program or course that is relevant to his/her University career. Time an employee is in attendance at training program or University classes, when requested by his/her supervisor, shall be with pay.

Section 7. Less than Full-Time Employee.

An employee with a part-time appointment may be granted an excused absence without loss of pay for time and attendance at training programs or University classes when requested to so participate by his/her supervisor.

Section 8. Use of Application Form.

- a) Application for enrollment in courses which are tuition free or which involved waiver or refund shall be processed on forms provided by the campus Human Resources Department. Where campus funds are to be used and where Special or Sponsored courses with restricted enrollments are involved, the application must be approved by the employing department and by the campus Human Resources Department before actual enrollment. Special and Sponsored courses requiring such pre-approval will be indicated in course announcements. In other cases, the application required approval prior to enrollment by the employing department, with a copy to be sent to the campus Human Resources Department.
- b) In reviewing such applications, the Department Head will determine whether the course (a) is related to the employee's University work career and improvement of University services,

(b) is available outside of working hours and, if not, whether the employee is to be paid for time in classes, or a "make-up" schedule arranged, or the time charged to Vacation and Personal Leave or to Excused Absence without pay, (c) can be taken within the enrollment criteria and limits above, and (d) costs, if any, can appropriately be met from available departmental funds.

c) The campus Human Resources Department will pre- or post-review all applications for work related courses in respect to factors such as:

(a) present and projected University need for the skills involved and the relative position of the employee in relation to such need, (b) consistency with the Affirmative Action program of the University, (c) availability and propriety of use of campus funds, (d) enrollment restrictions regarding the courses involved, and (e) any prior course achievement record of the applicant.

Section 9. Income Tax.

Under certain circumstances, educational assistance to an employee by his/her Employer is regarded by the Internal Revenue Service as compensation and must be reported as compensation by the employee.

Section 10. Course at Institutions Beyond Commuting Distance.

In view of the educational and training opportunities available within commuting distance, it is not anticipated that there will be extensive use of institutions at other locations. If a need arises to use an institution that is not within commuting distance, a proposal shall be prepared by the employing department and submitted to the Assistant Vice President for Human Resources for review and processing pursuant to procedures established by the Chancellor. If any leave is involved, the policies and procedures of Policy 11 of Policy and Rules shall be applicable.

Section 11. Training Related Activities, Seminars, Workshops, and Short Trade Courses.

Payment for time and expenses for attendance at training related activities, workshops, and short trade courses is subject to departmental approval. Criteria for granting such approval should include the benefits to be derived by the department and a comparison of the needs of the employee with those of other employees in the department. Approved costs of attendance at such meetings shall be paid with departmental funds.

Section 12. Recall of Status of Laid Off Appointee to Training Program.

An employee in a training program who is selected for layoff shall be granted a Special Leave to continue until recalled, but such Special Leave shall not exceed two (2) years. While on Special Leave, such an employee's name will be maintained on a training recall list. An employee whose name is on a training recall list shall have preference for re-employment within his/her respective program over all other training applicants or candidates.

Section 13. Payment of Wages for Time Spent in Courses or Training Programs.

Employees will not be paid wages for time spent in courses that are not job related. Employees normally will be paid for time spent in job related courses for training programs only as required by the provisions of the Fair Labor Standards act of 1938, as amended. However, a Department Head may authorize payment for time spent attending classes if, in his/her opinion, degree of improvement in University service will result to warrant this, even though payment is not required by the Fair Labor Standards Act.

Section 14. Eligible Children of Employees.

Eligible children of qualified University employees with at least seven (7) years of employment service may receive 50% tuition waiver for undergraduate education at any campus within the University of Illinois system. Children must qualify for admission under the same requirements, standards and policies applicable to general applications.

**ARTICLE VII
WORKING RULES AND CONDITIONS**

Section 1. Shift, Workday and Workweek.

- a) The shift shall consist of seven and one-half (7 1/2) consecutive hours of work except for Police Telecommunicators whose shift shall consist of eight (8) consecutive hours of work.
- b) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m. Sunday. The full-time work schedule in the workweek, except for Police Telecommunicators, shall consist of one (1) seven and one-half (7 1/2) hour shift, broken by an unpaid lunch period, during each of five (5) consecutive days and shall not exceed thirty-seven and one-half (37 1/2) hours of work. The full-time work schedule in the work week for Police Telecommunicators shall consist of one (1) eight (8) hour shift (with paid lunch period on the same basis as currently in effect) during each of five (5) consecutive days and shall not exceed forty (40) hours of work.
- d) Employees covered by this Agreement may request flex-time work schedules. Approval of such schedules will be at the sole discretion of the Department Head or his/her designee. Flex-time schedules may be revoked at the sole discretion of the Department Head of his/her designee.

Section 2. Rest Periods.

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 the aforementioned needs and

employees. 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 be cumulative, made the basis for a late starting or early quitting time or additional compensation. Part-time employees may receive rest periods on a pro-rata basis.

Section 3. Meal Periods.

Each employee expected to work seven and one-half (7 1/2) continuous hours or longer shall be permitted at least thirty (30) minutes (unpaid) for a meal period that begins no later than five (5) hours after the start of the work period.

Section 4. Work Required During Meal Period.

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.

Section 5. Shift Schedule.

- a) 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 without change of shifts.
- b) Since the needs of the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the shift's startings and endings will conform to those requirements.
- c) All workers covered by this Collective Agreement must report on their jobs as required by the Employer's regulations and be ready to and begin their work at official times of their shifts openings. Those engaged in work which in the judgment of supervisors warrant it may be granted not to exceed ten (10) minutes clothing change or wash-up time immediately preceding official times of their shift closings. Said wash-up time, in no event may be interpreted as shortening of the scheduled work shift.
- d) The Parties adhere to the principle of maintaining work schedules which will provide the individual worker with five (5) consecutive work days and two (2) consecutive days free from work during each worker's workweek. Such principle will, when permitted by the needs of the Employer, be followed in the establishment of work schedules when and wherever such establishment is under the exclusive control of the Employer. Such principle cannot be followed when - and wherever a worker's schedule, including his work days and hours of work, is changed for the worker's convenience, e.g., rotation of shift (or hours and days of work) made for purpose of providing opportunity for a worker to enjoy the calendar day Sunday free from work or other changes for the employee's convenience. Foregoing applies only to status full time Civil Service employees.

e) Employees covered by this Agreement (having completed their probationary periods) may bid from posted schedules of work vacancies (as they occur in the department in which they are employed) to change work schedules. Selection of incumbents will be made from bidders fulfilling the following requirements in the order listed:

- (1) Needs of the service;
- (2) Physical capabilities of the bidder - excluding consideration of handicaps which do not preclude an employee from performing the essential required job function;
- (3) Seniority by classification.

If two (2) or more bidders equally fulfill the first two (2) requirements, in the opinion of the Employer, selection of the incumbent will be by seniority. A successful bidder selected as an incumbent must remain on the shift he/she bid for at least six (6) months unless excused from this requirement by the Employer.

- f) In the event it becomes necessary to change an employees shift the employer will whenever possible give a fifteen (15) day notice. Such notice will not be given to a rotating employee.
- g) For informational purposes only, classifications covered by this Collective Agreement for which vacancies occur shall be posted on bulletin boards designated by the Employer.

Section 6. Transfers and Reassignments.

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

Section 7. Layoffs.

- a) Insofar as possible the Employer will give at least thirty (30) calendar days notice to the employee prior to the effective date of any layoff of that employee. If such notice is not to be given, the Employer shall be obligated to notify the Union of its intentions and, if the Union should so desire, to meet with a Union representative within twenty-four (24) hours to discuss the effective date of the proposed layoff.
- b) At the written request of an employee, the Employer may lay off that individual employee without regard to the notice provisions set forth herein.
- c) Any reduction in the size of the nonacademic workforce will be accomplished to the extent feasible by attrition. A layoff of one (1) or more status employees for other than temporary period will require approval of the Chancellor or by the person designated by the Chancellor. A status employee is defined as an employee who has successfully completed a probationary period in a class.

Section 8. Layoff Procedure.

Except in regards to the exceptions set forth below, the employer shall utilize State University 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 workforce becomes necessary

- a) 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.
- b) Within an operational unit (department) all non-status employees performing similar duties and responsibilities will be terminated before a status employee is laid off.
- c) 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 available.
- d) An extra-help employee, outside of the department, performing similar work as a status employee will be terminated before that status employee is laid off. A student employee shall not displace a certified Civil Service employee.

[Portions of this Article VII, Section 8 represent deviations from Policy and Rules.]

Section 9. Identification Badges.

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

Section 10. Uniform Requirements.

- a) As a condition of employment, workers covered by the Collective 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, in its opinion, or where it requires wearing of special apparel for any reason whatsoever. When "wash & wear" garments are provided the Employer will not be required to clean or launder such garments.

Section 11. Student Appointments.

A student employee or "earn fare/welfare worker" shall not displace a certified Civil Service employee.

Section 12. 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.

**ARTICLE VIII
HEALTH AND SAFETY**

Section 1. General.

The University will provide a safe and healthful work environment for all employees including education and equipment as needed and required by applicable regulatory agencies. The University 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. 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.

Section 2. Video Display Terminals.

Operating units that use video display terminals will use them in such a manner as to provide a safe and healthful working environment. Accordingly, all employees except for Police Telecommunicators will not 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 VDTs 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 University's leave policies.

Section 3. Ergonomics.

The University shall endeavor to provide ergonomically correct equipment.

Section 4. 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.

Section 5. 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.

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.

**ARTICLE IX
DISCIPLINE**

Section 1. 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, a copy of the notice of such action, unless otherwise requested not to do so by the employee, will be given to the Union. Appeals from reprimand or suspension actions shall be in accordance with the Grievance Procedures outlined herein.

Section 2. Letters of Notification.

Letters of notification may 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 letter as expeditiously as possible.

Section 3. Letters of Warning.

- a) 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.

- b) When an employee is to be issued a Letter of Warning, the supervisor shall inform the employee of the violation and, whenever possible, offer reasonable methods of correcting the violation.
- c) All letters of warning will be initialed or signed by the employing department's Director or designee.

Section 4. Time Limits.

Discipline will be imposed as soon as possible after the Employer is aware of the action giving rise to discipline.

Section 5. Corrective Discipline.

Prior to imposing discipline, the Employer will, whenever possible, administer verbal counseling for minor causes giving rise to possible disciplinary action.

Section 6. Disciplinary Suspension.

Disciplinary suspension, 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 X GRIEVANCE PROCEDURE

Section 1. General Provisions.

- a) Definition - A grievance shall be defined as any complaint or request for a hearing 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 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.
- 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 of Article X, Section 2, Step Two (a) of this Agreement.
- 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. 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 which begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said shift adjusted 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 the needs of the operation.
- 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 and the Union Steward.

Section 2. Procedure.

Informal Step - An employee who has a request or complaint will discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union. If the designated supervisor and/or the employee, after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite such other additional Employer or Union representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated supervisor and the Employee from the responsibility for resolving the problem.

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 request or complaint is not satisfactorily 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, signed by the grievant(s) or a Union Representative (Steward or Business Representative), and 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 also be submitted within thirty (30) calendar days after the occurrence leading to the grievance, or within thirty (30) calendar days of knowledge thereof. This time limit may be extended for just cause by the Chancellor, the Associate Vice President for Administration and Human Resources, or a designee named by either official.
- 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 Department Head within two (2) workdays after its receipt.
- c) The Department Head shall consider and answer the grievance in writing not later than ten (10) calendar days following the date upon which it was formally presented to the appropriate designated supervisor. If the Department Head fails to answer within these ten (10) calendar days, or if the Department Head's answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure. If the grievant is employed at the Central Administration, the appeal must be filed at Step Three.

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 Article X) 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 in writing within ten (10) calendar days after the Step One response is received or due, whichever occurs first. Any decision by the Department Head at Step One that is not appealed within ten (10) calendar days after it is received or due shall be considered binding upon the grievant and the Employer.

- c) The appeal to Step Two shall be filed with 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 Personnel Services Office should be available as a resource person.

Step Three

- a) An appeal to Step Three of the grievance procedure must be filed with the Director of Human Relations and University Equal Opportunity within ten (10) calendar days after the Step Two (Step One for University Administration employees) is received or due, whichever occurs first. If the decision is not appealed within that time, it shall be binding upon both parties. If the grievant elects to the appeal to the Director of Human Relations and University Equal Opportunity, the Chancellor or his/her designee shall make available to the Director of Human Relations and University Equal Opportunity, 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 Director of Human Relations and University Equal Opportunity 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 Director of Human Relations and University Equal Opportunity 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. The 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 Director of Human Relations and University Equal Opportunity, 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 level of the procedure.
- d) Any hearing conducted by the Director of Human Relations and University Equal Opportunity, 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 as a minimum 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 Director of Human Relations and University Equal Opportunity 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.

Section 3. Variations.

- a) An employee who has a grievance based on discrimination shall first discuss the complaint informally with his/her designated Supervisor, Department Head, the Campus Nonacademic Affirmative Action 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 Nonacademic Affirmative Action Officer 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 Nonacademic Affirmative Action Office 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 Director of Human Relations and University Equal Opportunity 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 Director of Human Relations and University Equal Opportunity is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Director of Human Relations and University Equal Opportunity is extended to thirty (30) calendar days after said review is completed and received.

Section 4. Arbitration.

- a) If the grievance has not been resolved at Step Three of the procedure, the Union may appeal the grievance to arbitration, provided the request for arbitration is submitted within thirty (30) calendar days after the decision at Step Three is received or due, and providing 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 University, 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 University; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- b) An appeal of a grievance by the Union may be instituted by filing with the Office of the Associate Vice President for Administration and Human Resources a request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one (1) member of the Arbitration Board.
- c) The Associate Vice President for Administration and Human Resources, or his/her designee, shall designate a second member of the Arbitration Board, who shall be acceptable to the appropriate Chancellor. Within ten (10) calendar days after designation, these two (2) members of the Arbitration Board shall endeavor to agree on a third member who shall act as chairperson of said Board. In the event they cannot agree upon a chairperson, the two designated members of the Board shall, within ten (10) calendar days following disagreement on the selection of a third member, jointly request a list of seven (7) arbitrators from the Director of Arbitration Services of the Federal Mediation and Conciliation Service, or the Illinois Educational Labor Relations Board.
- d) Within fifteen (15) calendar days of receipt of such list, the two (2) designated members of the Arbitration Board shall select a chairperson for the Board by alternately striking names from the list provided either party has the right to reject one (1) panel prior to the first strike. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the chairperson.
- e) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the Arbitration Board shall be final and binding upon the employee, the Employer and the Union.
- f) Dilatory tactics or actions shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a chairperson within forty-five (45) calendar days, but in no event later than sixty (60) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service or the Illinois Educational Labor Relations Board.
- g) Any time limit established herein may be extended for good cause, by mutual agreement of the parties.

(This ARTICLE X is a deviation from Policy and Rules.)

ARTICLE XI SENIORITY

Section 1. Service and Seniority.

Service and seniority is governed by rules and regulations of the State Universities Civil Service System and by the provisions of Policy and Rules unless otherwise expressed herein.

Section 2. Rosters.

Subject to the implementation of an Automated Seniority Calculated System 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 XII EXTRA HELP APPOINTMENTS

Section 1. Conditions of Use.

An Extra Help appointment may be made, by the Employer to any position for work which the Employer attests to be casual or emergent in nature, and which meets the following conditions:

- (a) the amount of time for which the services are needed is not usually predictable;
- (b) payment for work performed is usually made on an hourly basis; and
- (c) the work cannot readily be assigned either on a straight time or on an overtime basis to a status employee.

Section 2. Qualifications.

Qualifications determination shall consist of a review of the employee's application and a verbal interview. Qualifications will be determined to be: Acceptable or Not Acceptable. Where skills are required for clerical/secretarial positions, an examination to demonstrate acceptable skills will be administered. The applicant will be required to pass the examination at a standard established by the Employer. A listing of those applicants who have been determined to be Acceptable shall be maintained by the Employer

Section 3. Filling of Extra Help Positions.

The Employer shall fill an Extra Help position by referring persons to the employing unit from the Extra Help list of Acceptable Candidates.

Section 4. Acceptance or Refusal of Extra Help Appointments.

Acceptance or refusal to accept an Extra Help appointment by a candidate shall in no way affect the candidate's position on any Extra Help list, or on any other register maintained by the Employer.

Section 5. Establishment of Classifications.

Classifications will be established in broad categories, such as administrative, professional, technical, clerical, trades, and service.

Section 6. Maximum Utilization.

An Extra Help position may be utilized for a maximum of nine hundred (900) hours of actual work in any consecutive twelve (12) calendar months. The Employer shall review the status of the position at least every three (3) calendar months. If at any time it is found that the position has become an appointment which is other than Extra Help, the Employer shall terminate the Extra Help appointment. If an Extra Help position has accrued nine hundred (900) consecutive hours, the position shall not be re-established until six (6) months time have elapsed from the date of the termination of the position.

Section 7. Resumption of Employment by Extra Help Employee.

Upon working nine hundred (900) hours, an Extra Help employee cannot resume employment in any Extra Help appointment at a place of employment until thirty (30) calendar days have elapsed.

Section 8. Employer Quarterly Compliance Review.

The Employer shall quarterly review its use of Extra Help appointments to ensure compliance with these rules.

Section 9. Compensation.

Compensation of Extra Help employees shall be within the limits established for comparable service in status employment.

**ARTICLE XIII
CIVIL SERVICE**

Section 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 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.

Section 2.

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.

**ARTICLE XIV
PERSONNEL FILES**

Section 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.

Section 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).

Section 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 University 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.

Section 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 XV
DUES DEDUCTION AND FAIR SHARE**

Section 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, 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 increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Other Authorized Deductions.

The Employer agrees, upon receipt of a properly-signed authorization card, to deduct the amount of money specified by an employee for the Committee On Political Education (COPE). If possible, such deductions will be itemized separately from dues on the monthly remittal forms/disks provided to the Union.

Section 3. 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 days (30) 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 in 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 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 any part of the I.E.L.R.B. rules referred to in (a) of this Section 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 Contract 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.

Section 4. Procedure.

The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 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.

Section 5. Non-Payment of Deductions.

Nothing contained herein shall require the Employer to take any action to collect any dues/assessments from any Employee in any given pay period except to the extent that such Employee earns wages from the Employer in that period.

ARTICLE XVI NO STRIKE OR LOCKOUT

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, 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.

Section 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.

Section 3. No Lockout.

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

ARTICLE XVII 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 XVIII
**PERIOD COVERED, STATUS DURING NEGOTIATIONS, STEP INCREASES -
SUCCESSOR NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 27, 2006 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), August 26, 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.

Section 2. Status During Negotiations.

Once the notice called for in Section 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.

Section 3. Step Increases - Successor Negotiations.

Step increases will continue during the successor contract negotiations period for thirteen (13) pay periods after the expiration date of this Agreement unless the parties negotiate and agree otherwise.

Section 4. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this _____ day of _____, 2008.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
NO. 73, S.E.I.U.-A.F.L./C.I.O. CLC

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: _____
President

BY: _____
Comptroller

Chief Negotiator

ATTEST:

Secretary

Union Representative

APPROVED:

Vice Chancellor for
Human Resources

Director, Labor & Employee Relations

Associate Vice President for
Human Resources

Chief Negotiator

APPROVED AS TO LEGAL FORM:

Office of University Counsel (date)