

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**The Board of Trustees of the  
University of Illinois**

**and**

**The University Professionals of Illinois  
Support Staff Chapter  
UPI, LOCAL #4100**

**SERVICE WORKERS BARGAINING UNIT**

**August 22, 2010 – August 17, 2013**

**Springfield, Illinois**

**TABLE OF CONTENTS**

Page

ARTICLE 1 ENTIRE AGREEMENT ..... 1

ARTICLE 2 LIMITATIONS ..... 1

    Section 1 Limitations .....1

ARTICLE 3 RECOGNITION ..... 2

    Section 1..... 2

    Section 2..... 2

    Section 3..... 2

ARTICLE 4 GENERAL PROVISIONS ..... 2

    Section 1. Zipper Clause ..... 2

    Section 2. Scope ..... 3

    Section 3. Savings Clause ..... 3

    Section 4. Extension of Benefits and Fees ..... 3

    Section 5. Non-Discrimination..... 3

    Section 6. Employee Assistance Program..... 4

    Section 7. Bargaining Unit Work .....4

    Section 8. Bargaining Unit Roster Changes .....4

ARTICLE 5 MANAGEMENT RIGHTS ..... 4

ARTICLE 6 UNION RIGHTS ..... 5

    Section 1. Union Responsibility ..... 5

    Section 2. Use of University Mail ..... 5

    Section 3. Request For Meeting Space..... 5

    Section 4. Bulletin Boards..... 5

    Section 5. Time Off/Compensation for Union Activities..... 6

ARTICLE 7 UNION-ADMINISTRATION CONSULTATION ..... 7

    Section 1. Labor Management Meetings .....7

    Section 2. Meetings with the Chancellor .....7

ARTICLE 8 DUES DEDUCTION AND FAIR SHARE FEE ..... 7

    Section 1. Dues Deduction .....7

    Section 2. Dues Remittance ..... 7

    Section 3. Termination of Dues Deduction ..... 7

    Section 4. Direct Collection of Union Dues..... 8

    Section 5. Notification of Change in Union Dues..... 8

    Section 6. Fair Share Fee..... 8

    Section 7. Indemnification/Union Responsibility ..... 9

    Section 8. Fines/Penalties/Special Assessments ..... 9

    Section 9. Limitations ..... 9

ARTICLE 9 HOURS OF WORK .....	9
Section 1. Workday/Work Week.....	9
Section 2. Meal Periods.....	10
Section 3. Rest Periods.....	10
Section 4. University Closure.....	10
Section 5. Overtime.....	11
Section 6. Overtime Compensation.....	11
Section 7. Call Back Pay .....	12
Section 8. Schedule Changes .....	12
Section 9. Voluntary Overtime Procedures, Building Services .....	12
ARTICLE 10 HOLIDAYS .....	13
Section 1. Holidays .....	13
Section 2. Holiday Observance .....	14
Section 3. Pay for Work on a Holiday .....	14
Section 4. Holidays During Vacation or Sick Leave .....	14
Section 5. Holidays Considered for Overtime Earning.....	14
Section 6. Holiday Pay for Part-time Bargaining Unit Members .....	15
ARTICLE 11 VACATION LEAVE.....	15
Section 1. Vacation Earning.....	15
Section 2. Vacation Accumulation.....	15
Section 3. Payment for Vacation.....	16
Section 4. Utilization of Vacation Leave .....	16
ARTICLE 12 SICK LEAVE .....	16
Section 1. Earning Rates .....	16
Section 2. Utilization of Sick Leave.....	16
Section 3. Evidence of Illness .....	17
Section 4. University of Illinois at Springfield (UIS) Shared Benefits Program (SBP).....	17
Section 5. Transfer of Benefit Credits.....	18
ARTICLE 13 LEAVES AND OTHER ABSENCES.....	18
Section 1. Excused Absences with Pay/Approved Events .....	18
Section 2. Military Leave .....	18
Section 3. Jury Duty .....	18
Section 4. Leave For Voting .....	18
Section 5. Religious Observances .....	19
Section 6. Special Leaves.....	19
Section 7. Parental Leave .....	19
Section 8. Funeral Leave.....	20
Section 9. Disability Leave .....	21
Section 10. Unscheduled Absence From Work .....	21

Section 11. Leave for Family Responsibility .....	21
ARTICLE 14 PERSONNEL FILES .....	23
Section 1. University Personnel Files .....	23
Section 2. Examination of University Personnel Files.....	23
Section 3. Recorded Log .....	23
Section 4. Right to Respond.....	23
Section 5. Notification.....	24
ARTICLE 15 PERSONNEL MATTERS AND WORK RULES .....	24
Section 1. Use of Office Equipment.....	24
Section 2. Computer Access.....	24
Section 3. Outside Employment.....	24
Section 4. Identification Cards .....	24
Section 5. Work Attire .....	24
Section 6. Resignations .....	25
Section 7. Employee Testing.....	25
Section 8. Request For a Job Audit .....	25
Section 9. Reassignment .....	26
Section 10. Consultation on Personnel Matters .....	27
Section 11. Layoff and Recall .....	27
Section 12. Staff Orientation and Training .....	27
Section 13. Consideration for Promotion.....	27
Section 14. Seniority .....	28
Section 15. Temporary Upgrade .....	28
Section 16. Rate of Pay Upon Promotion/Reclassification/Reallocation .....	28
Section 17. Safety Clothing.....	29
Section 18. Security Cameras.....	29
Section 19. Notice of Vacancies.....	29
Section 20. Alternative Compensation.....	29
ARTICLE 16. HEALTH AND SAFETY .....	30
Section 1. General .....	30
Section 2. Immunizations .....	30
Section 3. Ergonomic Equipment.....	30
Section 4. Health and Safety Committee .....	30
Section 5. University Identification.....	30
ARTICLE 17 PERFORMANCE REVIEWS .....	31
ARTICLE 18 DISCIPLINE.....	31
Section 1. Definition .....	31
Section 2. Disciplinary Measures .....	31
Section 3. Oral Warnings .....	31
Section 4. Notification and Measure of Disciplinary Action .....	32

Section 5. Disciplinary History .....	32
Section 6. Appeals of Disciplinary Measures .....	32
<b>ARTICLE 19 GRIEVANCE PROCEDURE.....</b>	<b>32</b>
Section 1. Purpose .....	32
Section 2. Definition - Grievance.....	33
Section 3. Definition - Grievant .....	33
Section 4. Content of Grievance - Grievance Form .....	33
Section 5. Compliance with Procedure .....	33
Section 6. Procedures for Handling Grievances.....	33
A. Step One - Informal.....	33
B. Step Two - Formal .....	34
C. Withdrawal of Grievance .....	34
D. Step Three - Appeal to the President's Designee in University Administration .....	34
E. Step Four - Arbitration .....	34
Section 7. Provisions Applicable to Arbitration Procedures.....	34
A. Selection of Arbitrator.....	34
B. Location of Hearing .....	35
C. Functions of the Arbitrator.....	35
D. Arbitration Fees and Costs .....	35
E. Scope of Arbitration.....	36
Section 8. Miscellaneous Provisions Related to Grievance - Arbitration .....	36
<b>ARTICLE 20 ARBITRATION OF DISCHARGE PROVISIONS .....</b>	<b>37</b>
<b>ARTICLE 21 NO STRIKE - NO LOCKOUT.....</b>	<b>38</b>
Section 1. Activities Prohibited.....	38
Section 2. No Lockout.....	38
Section 3. Cause for Disciplinary Action.....	39
<b>ARTICLE 22 WAGES .....</b>	<b>39</b>
Section 1. Hourly Rates.....	39
Section 2. Hourly Rates Year Two (2).....	39
Section 3. Premium Pay for Moving Activities During the Normal Workday .....	39
<b>ARTICLE 23 DURATION OF AGREEMENT .....</b>	<b>39</b>
Section 1. Term of Agreement .....	39
Section 2. Status During Negotiations .....	40
Section 3. Commencement of Negotiations .....	40
<b>ACCEPTANCE BY THE PARTIES.....</b>	<b>41</b>
APPENDIX "A".....	"A"- 1
APPENDIX "B".....	"B"- 1

**CONTRACT  
BY AND BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND  
THE UNIVERSITY PROFESSIONALS OF ILLINOIS**

**Service Worker Staff Bargaining Unit**

**ARTICLE 1  
ENTIRE AGREEMENT**

This contract made and entered by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer), and the University Professionals of Illinois, Local 4100, (UPI) (hereinafter referred to as Union) representing certain staff employees of the Employer identified in Article 3 hereof.

In the acceptance of this Agreement, the parties recognize that numerous issues and proposals were raised in the bargaining process. Any issue or proposal not incorporated into this Agreement has been dropped by the parties. There are no agreements between the parties, written or oral, which are not expressly incorporated into this written Agreement. Each party agrees that the parties have reached this Agreement in good faith and that no unfair labor practice charges will be filed by either party concerning the negotiation process.

**ARTICLE 2  
LIMITATIONS**

Section 1. Limitations

- A. This Agreement is subject to:
- 1) Applicable Federal and State laws and regulations issued thereunder as they may be amended from time to time;
  - 2) Rules and regulations of the State Universities Civil Service System of Illinois 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.
- 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. The University reserves the right to modify or add policies, rules and/or regulations which are permissive subjects of bargaining. The University shall notify the Union when

considering a change to a policy, rule or regulation which pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.

### **ARTICLE 3 RECOGNITION**

#### Section 1.

Pursuant to the Certification of the Illinois Educational Labor Relations Board, the Employer shall recognize the University Professionals of Illinois Local 4100 (UPI) as the exclusive bargaining representative for all persons in the bargaining unit.

Building Service Worker  
Building Service Sub-Foreman  
Building Service Foreman  
Food Service Worker I  
Food Service Worker II  
Food Service Worker III  
Food Service Worker IV  
Housekeeper  
Kitchen Helper

Excluded are all employees excluded by the IELRA.

#### Section 2.

Any new classification covering the same work currently being performed by bargaining unit employees will become part of the bargaining unit covered by this contract.

#### Section 3.

If the inclusion of a new position classification into the bargaining unit is agreed to by the parties or found appropriate by the Illinois Educational Labor Relations Board, such classification shall be covered by this Agreement and the parties shall negotiate as to the rate of pay.

### **ARTICLE 4 GENERAL PROVISIONS**

#### Section 1. Zipper Clause

The University and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining as defined in 115 ILCS 5/1 et seq. and that the understandings and agreements arrived at by the parties after the exercise

of that right and opportunity are set forth in this Agreement. The University and the Union hereby agree that for the life of this Agreement, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject or matter specifically referred to or covered in this Agreement; 2) subjects or matters on which proposals were made during bargaining, but on which no agreement was reached.

## Section 2. Scope

This Agreement sets forth all provisions concerning wages, hours and conditions of employment established by the University and/or the Board of Trustees of the University of Illinois.

## Section 3. Savings Clause

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, legislative action, or administrative agency having final authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

Not later than thirty (30) days after a written request by either party to bargain collectively, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

## Section 4. Extension of Benefits and Fees

All University and Board of Trustees of the University of Illinois employment benefits applicable to Civil Service employees shall apply to bargaining unit members. All University and Board of Trustees of the University of Illinois fees imposed upon Civil Service employees shall be applicable to bargaining unit members (this includes parking).

In the event of any change in University policy or regulation concerning employment benefits, the parties agree to meet in consultation to determine whether the change or changes have any impact upon current bargaining unit members and, if so, to negotiate concerning the impact of such change or changes.

## Section 5. Non-Discrimination

Neither the University nor the Union shall discriminate against any bargaining unit member on the basis of that bargaining unit member's race, color, religion, sex, sexual orientation, ancestry, physical or mental disability, status as a Vietnam era or disabled veteran, unfavorable discharge from military service, age, national origin, disability, membership or non-membership in the Union, marital status, or political affiliation.

Any alleged violation may either be processed through the University nondiscrimination and/or affirmative action policies or grieved through the Grievance Procedure contained in this Agreement. The University nondiscrimination and/or affirmative action policies shall be utilized unless, within five (5) working days after the alleged violation, the bargaining unit member files

a grievance under Article 19 of this Agreement. Any grievance filed under this section shall include a clear waiver of the bargaining unit member's right to utilize procedures established under the University nondiscrimination and/or affirmative action policies.

#### Section 6. Employee Assistance Program

The University and the Union recognize the value of counseling and referral programs to bargaining unit members who have personal problems which interfere with the efficient and productive performance of their job duties and responsibilities. The University and the Union will, therefore, work collectively to support the Employee Assistance Program as established and provided by the University.

#### Section 7. Bargaining Unit Work

Subject to the provisions of this Agreement, the Employer will continue to attempt to assign work appropriate to bargaining unit classifications to bargaining unit employees. Nothing in this section is meant to prohibit sub-contracting or the use of non-bargaining unit employees to supplement bargaining unit employees' work on a temporary basis as circumstances may arise which require the use of such employees. The Employer will continue to use student help in accordance with State Universities Civil Service System Statute and Rules 250.70(f).

#### Section 8. Bargaining Unit Roster Changes

The University shall notify the Union of changes to the bargaining unit roster within thirty (30) working days of human resources' receipt of official notification of changes to the roster.

### **ARTICLE 5 MANAGEMENT RIGHTS**

It is understood and agreed that the University possesses and retains the sole right and authority to operate and direct the affairs of the University in all respects, including, but not limited to, rights and authority exercised by the University prior to the execution of this Agreement, except as expressly modified by this Agreement. These rights include, but are not limited to:

- a) the right to determine its mission, policies, and to set forth all standards of service offered involving members, means, number of employees and budget;
- b) to plan, direct, control and determine the operations of services and to direct bargaining unit members;
- c) to hire, assign, transfer, promote, suspend, discipline, dismiss, initiate discharge for cause, lay-off or relieve bargaining unit members;
- d) to make, publish, and enforce rules and regulations;

- e) to introduce new or improved methods, equipment, or facilities; and,
- f) to take any and all actions as may be necessary in emergency situations as declared by the University.

The foregoing enumeration of management rights is not inclusive, but to indicate the type of matters and rights which belong to and are inherent to management, and shall not be deemed to exclude other rights of management not specifically set forth. Specifically, all rights and responsibilities having to do with or encompassing inherent managerial policy or discretion regarding budget, organizational structure, standards of service, and selection and direction of bargaining unit members shall be within the purview of management.

## **ARTICLE 6 UNION RIGHTS**

### Section 1. Union Responsibility

The Union agrees that it will not conduct Union business during working hours nor in any way intimidate, threaten, or coerce any bargaining unit member. The Union agrees that, during the term of this Agreement, neither the Union nor any officer, steward, or member may solicit membership or engage in Union activity with bargaining unit members during their working hours.

Further, the Union agrees that members of the bargaining unit shall accept work assignments, comply with work schedules, and comply with rules established by the University insofar as they do not conflict with specific provisions of this Agreement.

### Section 2. Use of University Mail

The Union shall be allowed to use the University mail system for the purpose of communicating with bargaining unit members regarding union business provided all such mail is individually addressed to each bargaining unit member by name and by office number, and in compliance with U.S. Postal Service Regulations.

### Section 3. Request For Meeting Space

Requests for meeting space should be submitted to the University department responsible for assigning the type of space requested by the Union as far in advance as possible. Space shall be assigned by the University on a space available basis.

### Section 4. Bulletin Boards

The Union shall use only those bulletin boards designated by the University as Union bulletin boards. The Union may post notices of meetings and other pertinent information of a non-controversial nature relating to Support Staff Chapter business. Such notices shall not defame

the University or any individual employed by the University or the State of Illinois.

#### Section 5. Time Off/Compensation for Union Activities

Subject to the operating needs of the Employer, the Union President and/or Union Grievance Officer may be absent from work to attend (1) contract negotiations, (2) meetings with UPI officials regarding bargaining unit contract negotiations and/or contract administration, (3) meetings requested by the University Contract Administrator and/or Chief Negotiator for the University's bargaining team, (4) Union-Administration consultation meetings as provided in Article 7 of this Agreement, (5) meetings conducted by the University Administration under Article 18 of this Agreement when Union representation has been requested by the bargaining unit member, and (6) meetings relative to the disposal of grievances, provided he/she has notified his/her supervisor in advance, specified the anticipated length of time to be absent from work and received permission for the period of absence from the supervisor.

Subject to the operating needs of the Employer, the Chief Negotiator for the Union bargaining team may be absent from work to attend (1) contract negotiations, (2) meetings with UPI officials regarding bargaining unit negotiations and/or contract administration, (3) meetings requested by the University Contract Administrator and/or Chief Negotiator for the University's bargaining team, and (4) Union-Administration consultation meetings as provided in Article 7 of this Agreement provided he/she has notified his/her supervisor in advance, specified the anticipated length of time to be absent from work and received permission for the period of absence from the supervisor.

Subject to the operating needs of the Employer, the Union Treasurer may be absent from work to contact the Department of Employee Relations and Human Resources and the University Payroll office for the purpose of verifying the status of members of the bargaining unit regarding dues deductions and/or fair share deductions provided he/she has notified his/her supervisor in advance, specified the anticipated length of time to be absent from work and received permission for the period of absence from the supervisor.

The Union President, Union Grievance Officer, Chief Negotiator and Treasurer for the Union will receive his/her regular rate of pay for time away from work to engage in any of the activities enumerated in this section provided such activities occurred during his/her regular work shifts. Overtime shall never be incurred by the Employee for time spent in engaging in these activities.

Subject to the operating needs of the Employer, members of the Union may be granted release time from work to attend a contract ratification vote for no more than 30 minutes. The 30 minutes may be taken in conjunction with the bargaining unit members lunch period.

**ARTICLE 7**  
**UNION-ADMINISTRATION CONSULTATION**

Section 1. Labor Management Meetings

Representatives of the Union, and the University, shall meet at agreed upon times to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement, matters of safety and health, or other areas of interest as agreed upon in advance. The number of representatives for each of the parties shall normally be limited to two (2) in number. Upon mutual agreement, additional representatives for either party may be included. Such consultations shall be held upon request of either party. It is agreed by the parties that grievances shall not be discussed at Union-Administration Consultations.

Section 2. Meetings with the Chancellor

The UIS Chapter President of UPI, and no more than two (2) additional representatives affiliated with UPI shall be afforded an opportunity to meet with the UIS Chancellor and the chancellor's designee(s) at least twice a year (once a semester). It is the Union's responsibility to contact the Office of the Chancellor within the first thirty (30) days of the semester to schedule a meeting.

**ARTICLE 8**  
**DUES DEDUCTION AND FAIR SHARE FEE**

Section 1. Dues Deduction

The University Administration will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration, from the salary of a bargaining unit member who gives the University Administration written authorization to make such deduction.

Section 2. Dues Remittance

Prior to the deadline for payroll entry at the beginning of each fiscal year, the Union shall transmit to the University Administration a list of bargaining unit members for whom dues are to be deducted and the exact amount to be deducted from the salary of each member. Any additions to the list during the fiscal year shall be transmitted by the Union to the University Administration. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union. In the event that the Office of the State Comptroller fails to forward to the UPI a list of the bargaining unit members from whose salaries such deductions were made and the amounts deducted, the University will supply the UPI such a list.

Section 3. Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall

terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of his/her desire for cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld. The University Administration shall inform the Union treasurer whenever such termination occurs.

#### Section 4. Direct Collection of Union Dues

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and bargaining unit member contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

#### Section 5. Notification of Change in Union Dues

The Union shall give written notice to the University Administration of any changes in its dues at least thirty (30) days prior to the effective date of any such change.

#### Section 6. Fair Share Fee

The parties agree that a fair share fee shall be deducted from the bi-weekly salary of employees who do not choose to become union members within thirty (30) calendar days of their date of initial appointment to a position in the bargaining unit. The fair share fee shall begin on the first day of the first pay period beginning forty-five (45) calendar days after the date of initial appointment. Such involuntary deduction shall remain in effect for the duration of this Agreement. An employee's fair share of the Union's cost of the collective bargaining process and contract administration shall not, in any event, exceed the dues uniformly required of members of the Union.

Such fair share fee shall be deducted from the earnings of non-member employees pursuant to the usual and customary payroll deduction procedures of the Employer and paid to the Union.

The Union and the University shall comply with the rules of the Labor Board concerning notice, objections and related matters contained in its fair share rules.

Upon adoption of any Union internal appeal procedure, the Union shall supply the University with a copy. In addition, the Union shall advise the University of any subsequent change therein.

The Union shall submit an affidavit to the Employer certifying the amount of any increase in the fair share fee. Any such increase in fair share fee deductions shall commence with the first pay period starting thirty (30) calendar days after the Union certifies to the Employer the amount of increase. The Union shall notify all non-member employees as to the amount of such increase.

The University shall provide the Union with a monthly report of all new members hired in the

bargaining unit.

#### Section 7. Indemnification/Union Responsibility

The Union shall indemnify, defend, and hold the University, its members, officials, agents, employees or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of membership dues established by the Union and communicated to the University Administration in compliance with this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the University Administration has agreed to deduct or any funds received pursuant to this Article which have been deducted in error.

#### Section 8. Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. Other deductions authorized by individual bargaining unit members shall not be prohibited by this Section.

#### Section 9. Limitations

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than constituting authorized deductions for Union dues from the salaries of bargaining unit members who authorize such deductions. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

### **ARTICLE 9 HOURS OF WORK**

#### Section 1. Workday/Work Week

The standard work week as established by the University for Food Service Workers begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight the following Saturday evening. The standard work week schedule for Food Service Workers shall be 37.5 hours consisting of no more than five (5) working days, Sunday through Saturday. The standard workday shall consist of 7.5 consecutive hours (not including lunch).

The standard work week for Building Service Workers shall be 37.5 hours consisting of no more than five (5) consecutive working days, Sunday through Saturday. The standard workday shall consist of 7.5 consecutive hours (not including lunch).

Members of the bargaining unit employed on a full-time basis may request "flex-time" consideration for starting and ending times other than the 8:30 a.m. - 5:00 p.m. schedule. Requests for a flex-time work schedule must be made in writing to the employee's supervisor and submitted for final approval to the Director of Human Resources.

Members of the bargaining unit may request a deviation of the recognized work week schedule in writing to the employee's supervisor and submitted for final approval to the Director of Human Resources. Deviations from the basic work week may be approved in accordance with the operating needs of the University.

### Section 2. Meal Periods

Each workday shall be broken by a lunch period approximately mid-shift of not less than one-half (1/2) hour and not more than one (1) hour at times established by the University.

Bargaining unit members who are required to work four (4) or more consecutive hours before or after their regular hours of work on the same workday shall receive an additional one-half (1/2) hour meal period at times to be arranged by the supervisor. This meal period shall be considered as time worked for the purpose of overtime computation. In addition, bargaining unit members shall receive a six dollar (\$6.00) meal compensation allowance for such meal period.

### Section 3. Rest Periods

Members of the bargaining unit shall be permitted a paid rest period of fifteen (15) minutes during each half day of work as permitted by the operating needs of the University. A rest period shall be preceded and followed by an extended period of work; thus, it may not be used to cover a bargaining unit member's late arrival or early departure, nor may rest periods be utilized to extend the lunch period. Rest periods are not accumulative if not taken.

### Section 4. University Closure

In the event the University is closed (this must be an entire campus closure) by the Chancellor due to severe weather or other conditions, members of the bargaining unit scheduled to work, except those in essential services, will be allowed time off with pay for the scheduled work time during the period that the University is closed. In the event employees in essential services are not able to make it to work during a time the University is closed, accrued leave time must be used to cover the absence, or the employee may be considered absent without pay. Those bargaining unit members required to work during closure shall be compensated at the premium rate of one and one-half (1-1/2) times their basic straight rate of pay in addition to their regular pay for the hours worked during which the University is closed. Bargaining unit members on work shifts not affected by the closing or who had scheduled time off prior to the announced closing are not eligible for premium pay for the hours the University is closed.

## Section 5. Overtime

Overtime is defined as all hours worked at the direction of the University in excess of the work week as described in Section 1 of this Article. Food Service Workers shall receive overtime compensation at a rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of 37.5 hours in a given work week, or 7.5 hours in a given work day.

When a bargaining unit member who has received University authorization voluntarily attends training seminars or other educational meetings, time spent at such meetings and travel time to and from such meetings shall not be considered as time worked for the purpose of overtime computation.

All hours in pay status shall be counted as hours worked for the purposes of overtime.

## Section 6. Overtime Compensation

Bargaining unit members required to work overtime as set forth in Section 5 above shall be compensated either in cash or compensatory time as determined in advance and approved in writing by the supervisor on the appropriate attendance report. Pyramiding of premium rates of pay shall never be allowed.

Cash payment for overtime hours worked, including work performed on the bargaining unit member's first consecutive scheduled day off, shall be at one and one half (1-1/2) times his/her regular straight time hourly rate. Work performed on the bargaining unit member's second consecutive scheduled day off shall be compensated at two (2) times his/her regular straight time hourly rate. Consecutive days are defined as any day that follows directly after another day. Consecutive days may span two time periods.

Compensatory time for overtime hours worked, including work performed on the bargaining unit member's first consecutive scheduled day off, shall be at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Compensatory time for overtime worked on the bargaining unit member's second consecutive scheduled day off shall be at the rate of two (2) hours for each hour of overtime worked. Consecutive days are defined as any day off that follows directly after another day. Consecutive days may span two time periods.

Bargaining unit members who do not have two consecutive days (Consecutive days are defined as any day that follows directly after another day) off shall receive one and one half (1-1/2) times his/her regular straight time hourly rate on their first regularly scheduled day off in the workweek (as defined in section 1 of this article), and two (2) times his/her regular straight time hourly rate for overtime on their second regularly scheduled day off. Compensatory time shall be accrued at a rate of time and one half (1-1/2) hours for each hour of overtime worked, and two (2) hours for each hour of overtime worked on his/her regular second regularly scheduled day off.

A bargaining unit member may accumulate up to a maximum of seventy-five (75) hours of

compensatory time. Accumulated compensatory time may be utilized at times agreed to by the bargaining unit member and his/her immediate supervisor. Compensatory time shall be utilized in one-tenth (1/10) hour increments.

### Section 7. Call Back Pay

A non exempt bargaining unit member who is called back to work after completing a regular work day will receive a minimum of two (2) hours of pay at the appropriate overtime rate. A non exempt member of the bargaining unit who is called to work on a regularly scheduled day off shall receive a minimum of four (4) hours for that day at the appropriate overtime rate.

### Section 8. Schedule Changes

#### A. Food Service Worker Schedule Posting

Work schedules for Food service Worker's shall be posted by 2:00 p.m. on the Friday preceding the start of the next work week.

To facilitate the development of the weekly work schedule, bargaining unit members shall request time off for the coming week no later than 10:00 a.m., of the day the schedule is to be posted. This does not preclude bargaining unit members from submitting requests for time off where a doctor's, (or other medical professional) appointment must be set up on short notice.

#### B. Temporary Work Schedule Changes

In the event that an employee (except FSW IV's) covered by this Agreement's schedule changes temporarily, he/she shall be notified by phone (if the employee has a phone number on file with the University) within 72 hours, or if they don't have a phone number on file, during the first work shift after the employer becomes aware of the need to change their schedule.

#### C. Building Service Worker Permanent Work Schedule Change

In the event that an employee is being reassigned by management to another work schedule with the intent of it being permanent, the unit shall provide the bargaining unit member fifteen (15) working days notice prior to the effective date of the change.

### Section 9. Voluntary Overtime Procedures, Building Services

Bargaining unit employees working within the Building Custodial Services Series (Building Service Workers, Building Service Sub-Foreman and Building Service Foreman) may request to sign up for voluntary overtime. Requests to be added (or removed) from the voluntary overtime list should be submitted to the bargaining unit employee's supervisor in writing. The supervisor will add (or remove) the employees name from the list within 5 working days from receipt of the written request.

Janitorial Services and Conference Services shall maintain one (1) voluntary overtime list for Building Service Workers, Building Service Sub-foreman and Building Service Foreman. Housing shall maintain a separate voluntary overtime list for the same employee classifications

employed by housing. Bargaining unit members are not eligible for voluntary overtime between lists unless the other unit has exhausted their voluntary overtime list and not obtained sufficient staffing. The Unit may then contact the administrator of the other voluntary overtime list to obtain the additional staffing before mandating any overtime.

Overtime assignments shall be offered to the most senior bargaining unit member on each respective list (as overtime assignments are available for each respective list). The University shall continue down the lists in seniority order until all overtime opportunities have been filled. In the event that management determines it is necessary to have a lead present (Sub-foreman or Foreman) during the overtime shift, the next available lead on the overtime list shall be offered the first opportunity for the overtime assignment (the lead would then be rotated to the bottom of the list). Upon acceptance of a voluntary overtime assignment the bargaining unit member shall be rotated to the bottom of the list.

Denial of an opportunity to work overtime shall result in the employee being rotated to the bottom of the voluntary overtime list. Bargaining unit members who do not return the phone call within 1 (one) hour shall be rotated to the bottom of the list. Bargaining unit members who return the phone call within 1 (one) hour shall maintain their current position on the list. When management is attempting to fill an overtime assignment with less than three (3) days notice, the failure of a bargaining unit member to answer a phone call shall not delay managements' attempt to fill the overtime opportunity.

In the event of a campus emergency which results in a health or safety issue or extreme loss of University property, management will utilize the voluntary overtime list to fill any overtime needs. The overtime list will be utilized until sufficient employees have responded. No one will be rotated to the bottom of the list in these circumstances (even those who choose to work the overtime).

The voluntary overtime lists, and hours worked shall be available upon request from members of the supervisory staff. The list, and hours worked shall be provided upon request to the Union Chapter President. The University shall endeavor to provide the list to the Union Chapter President on a quarterly basis if the Chapter President has not requested the list.

This voluntary overtime procedure does not modify the University's right or procedures for mandatory overtime, or emergency overtime policies and procedures.

## **ARTICLE 10 HOLIDAYS**

### **Section 1. Holidays**

The University calendar establishes the number and dates of official holidays and/or other workdays the University is declared officially closed by the Chancellor. Those holidays or other work days are:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Four (4) holidays designated by the President of the University, two (2) of which are designated as floating holidays pursuant to the Chancellor's Holiday memorandum.

Employees shall receive holiday pay for any entire campus closure as designated by the Chancellor. Such campus closure shall not be considered as a floating holiday. Employees shall make requests for floating holidays to their supervisor for approval. Holidays which fall on Saturday will normally be observed on the preceding Friday and holidays which fall on Sunday will normally be observed the following Monday.

#### Section 2. Holiday Observance

Bargaining unit members who are scheduled to work other than a Monday-Friday schedule and who are not scheduled to work on a University holiday will be eligible to take off a regularly scheduled workday with pay at a mutually agreeable time within thirty (30) days after the holiday or, if mutually agreed upon by the employee and supervisor, receive an additional day's pay at the regular rate. Such payment shall not count toward overtime computation. When a work shift bridges two (2) calendar days, one (1) of which is a holiday, the shift that begins the calendar holiday will be recognized as the holiday shift.

#### Section 3. Pay for Work on a Holiday

Whenever a bargaining unit member is required to work on any of these holidays, he/she shall receive compensation at the premium rate of one and one-half (1-1/2) times his/her basic straight rate of pay in addition to his/her regular pay.

#### Section 4. Holidays During Vacation or Sick Leave

Whenever a holiday occurs while a bargaining unit member is on approved vacation or sick leave, such holiday shall be paid and shall not be charged against his/her vacation or sick leave.

#### Section 5. Holidays Considered for Overtime Earning

Whenever a holiday occurs within a bargaining unit member's scheduled work week, the holiday shall be considered part of the work week for the purpose of computing overtime.

#### Section 6. Holiday Pay for Part-time Bargaining Unit Members

Whenever a holiday occurs during a part-time bargaining unit member's regular work schedule, the bargaining unit member shall be paid for the number of hours that he/she would normally

have been scheduled to work.

**ARTICLE 11  
VACATION LEAVE**

Section 1. Vacation Earning

Bargaining unit members shall earn and utilize vacation benefits according to this Article. Vacation shall be credited to a bargaining unit member’s leave balance each pay period according to the number of hours in regular pay status. Bargaining unit members who have less than full-time appointments will earn vacation leave on the basis of their appointment percentage.

Section 2. Vacation Accumulation

Prior employment with the State of Illinois or a public university in Illinois which qualified for the earning of vacation benefits shall, upon verification, be made continuous with present employment for purposes of determining consecutive years of service for new employees. It is the responsibility of each employee to provide verification of prior State service. The effective date for crediting the prior service will be the date the verification is received in the Department of Human Resources.

Vacation leave for members of the bargaining unit shall be earned as follows to the maximum accumulation:

Years of Service Completed		Rate Earned Per Hour of Pay Status Service	Approximate Leave Days Earned in One Year	Approximate Maximum Accumulation
At Least	Not More Than	(Exclusive of Overtime)		Days
0	3	0.0462	12	24
3	6	0.0577	15	30
6	9	0.0692	18	36
9	14	0.0808	21	42
14		0.0962	25	50

Upon reaching the maximum accumulation, no further vacation leave will be earned except as the accumulation is reduced.

### Section 3. Payment for Vacation

If a bargaining unit member separates from employment with the University for a period of more than thirty (30) days for any reason other than layoff with a scheduled date for return, payment for earned and unused vacation time and compensatory time shall be made in accordance with applicable law.

### Section 4. Utilization of Vacation Leave

Vacation leave may be utilized in increments of one-tenth (1/10) hours or more and shall be authorized in advance by the supervisor. In determining whether to approve requests for utilization of vacation leave, the supervisor shall consider the operating needs of the University as well as the bargaining unit member's preference.

## **ARTICLE 12 SICK LEAVE**

### Section 1. Earning Rates

Bargaining unit members shall accumulate paid sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that he/she is in pay status, or approximately twelve (12) days per year.

### Section 2. Utilization of Sick Leave

Accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the employee, the employee's spouse, children, or parents, including parents-in-law, brother, sister, mother/father-in-law, daughter/son-in-law, sister/brother-in-law, grandparents or grandchildren. "Children" include biological, adopted, foster, stepchildren, legal wards, or those children for which an employee is standing *in loco parentis*. "Parent" is defined as biological parent, stepparent, or an individual who stood *in loco parentis* to the employee. Sick leave may also be used for the above reasons for a member of the employee's household.

An employee may use sick leave for pregnancy. During the 12-month period immediately following the adoption or birth of a child, sick leave may be used for a period of time, not to exceed twelve weeks, to care for that child. The use of accrued sick leave for Family and Medical Leave purposes does not extend the 12-week Family and Medical Leave entitlement. For bargaining unit members the use of accrued sick days is on a "last in-first out" (LIFO) basis. Effective January 1, 1998, the use of accrued sick days will be in accordance with state law which provides the following order:

1. Sick leave accumulated before January 1, 1984.
2. Sick leave accumulated on or after January 1, 1998.
3. Sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

If the State law changes, the above order will be amended to comply with state law.

Sick leave may be utilized in only one-tenth (1/10) hour increments. Absences for scheduled medical or dental visits or stays in the hospital must be authorized in advance by the supervisor.

In the event of absence due to accident, injury or illness, the bargaining unit member shall endeavor to notify his/her supervisor prior to the start of the work shift, but no later than one-half (1/2) hour after he/she is scheduled to begin their work shift. A bargaining unit member who is unable to contact his/her immediate supervisor shall notify his/her department or division head.

In the interest of public safety, bargaining unit employees employed in the police department building shall notify his/her supervisor or the shift supervisor on duty no later than one-half (1/2) hour before he/she is scheduled to begin their work shift. If the bargaining unit member is unable to contact his/her immediate supervisor, he/she shall notify the shift supervisor on duty.

The provisions of this Article are applicable to sickness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

### Section 3. Evidence of Illness

The University reserves the right to require evidence of illness, injury, or disability before allowing utilization of any sick leave benefits. A bargaining unit member who has been absent from work due to illness for three (3) consecutive work days (or who has a pattern of abusing sick leave benefits) may be required to submit a physician's statement. A bargaining unit member who has been absent from work due to illness or injury for five (5) consecutive workdays, or who has been hospitalized, must submit a physician's statement substantiating the reason for the absence and releasing him/her to return to work. Employees will be advised in writing when a pattern of abusing sick leave has been established.

In the event a bargaining unit member fails to provide a physician's statement when requested, or utilizes sick leave for purposes other than those specified in this Agreement, sick leave utilized during the period of absence shall be restored to his/her accumulated sick leave and other accumulated leave time will be utilized or the bargaining unit member will be considered absent without pay.

### Section 4. University of Illinois at Springfield (UIS) Shared Benefits Program (SBP)

Bargaining unit members who are eligible (i.e., have a combined total of 11 sick and vacation days accumulated), may participate in the shared benefits (sick leave) pool by donating one (1) or more sick leave or vacation day(s).

### Section 5. Transfer of Benefit Credits

Bargaining unit members who are selected for employment by the University and enter such

employment without a break in service of more than one hundred twenty (120) days following employment with any other Illinois public university or State agency shall be credited with that amount of accumulated sick leave credited to the bargaining unit member on the last day of service with the previous employer provided that payment for unused sick leave was not received by the bargaining unit member.

## **ARTICLE 13 LEAVES AND OTHER ABSENCES**

### Section 1. Excused Absences with Pay/Approved Events

Bargaining unit members may be released from work with pay, University operations permitting, and subject to prior approval from their supervisors, to participate in Approved Events, as designated by the Associate Vice President for Administration and Human Resources or by the Chancellor. The Associate Vice President for Administration and Human Resources shall publish and maintain lists of Approved Events that are recognized University-wide or in the University Administration offices. The Chancellor or a designee shall be responsible for the designation or approval of Campus-Approved Events.

Activities designated as University Approved Events are listed under Policy and Rules, Regulation 11.121.

### Section 2. Military Leave

Leaves for military service are covered by 5 ILCS 325/1 as may be amended from time to time. Requests for any type of military leave must be provided to the University with a copy of the Military Order attached to the Request for Leave before any leave is taken.

### Section 3. Jury Duty

Bargaining unit members shall be allowed jury duty leave in accordance to 705 ILCS 305/4.1 as may be amended from time to time. Such leave will be allowed with pay if the bargaining unit member gives the University one (1) week's notice and a copy of the jury duty summons.

### Section 4. Leave For Voting

Bargaining unit members may be excused from work without pay on the day of a federal, state or municipal election for a period of time not to exceed two (2) hours. Such request must be made before the day of an election.

### Section 5. Religious Observances

The University accepts its responsibility under existing Federal law which provides that an employer must make reasonable accommodation to the religious needs of employees. The

University will attempt to accommodate bargaining unit members who request to utilize vacation time for religious observances.

### Section 6. Special Leave

Special leave without pay may be granted for the purpose of continuing the employee status of an individual whose performance record warrants it and who requests such leave for sufficient cause; for example, (a) an employee who wants to accompany a spouse who is on sabbatical leave, (b) an employee who has exhausted sick and disability benefits and family and medical leave and who is still unable to return to work, or (c) an employee engaged in public interest work or in furthering his or her education.

Reemployment following special leaves is subject to a thirty (30) day availability period at the end of the leave. The availability rule will commence thirty (30) calendar days prior to the end of the leave. During the availability period, the campus human resources office will make arrangements to return the employee to the department and position from which leave was granted, or to place the employee in another position in accordance with the employee's seniority rights. The employee shall report to duty upon ten (10) working days notice from the campus human resources office. The regulations for Special Leaves are as follows:

A) Request for Special Leave

A request for special leave shall be in writing and must be approved by the campus human resources office. The date for termination of the leave must allow for a thirty (30) day availability period.

B) Return from Leave

The campus human resources office shall maintain periodic contact with an employee during the availability period to plan appropriately for the employee's reinstatement. The campus human resources office shall coordinate reinstatement of the employee in accordance with the terms of the leave of absence which was originally granted.

### Section 7. Parental Leave

Unless prohibited by the medical condition of the bargaining unit member, a bargaining unit member shall be expected to continue active employment during pregnancy. A maternity leave will be given to any pregnant bargaining unit member who is physically unable to work. Such leave will be granted to those bargaining unit members who provide the University with a physician's written verification that they are unable to work. The bargaining unit member should inform her supervisor of the condition three (3) months before her expected delivery date. A maternity leave of absence, or a portion thereof, shall be covered by the utilization of any accumulated sick leave, vacation, or compensatory time, or unpaid time or any combination thereof.

Prior to delivery, the bargaining unit member should provide the University with a physician's statement indicating the latest date maternity leave may begin. A written indication of the sick

leave, vacation, or compensatory time the bargaining unit member wants to utilize should also be submitted.

Within six (6) weeks after delivery the bargaining unit member must provide the University with a written physician's statement indicating when she will be physically able to return to work.

If there is a difference of opinion as to the bargaining unit member's ability to perform the duties of her position either prior to or after delivery, the University, at its expense, may seek and rely upon the medical opinion of an impartial physician chosen by agreement of the bargaining unit member and the University.

A pregnant bargaining unit member who wishes to resign rather than take a leave of absence shall inform her supervisor of her intention to resign no later than two (2) weeks prior to her expected date of delivery; the resignation must become effective no later than the delivery date advised by her physician.

The bargaining unit member and supervisor shall agree on the commencement and ending dates of the leave prior to the leave.

Bargaining unit members on parental leave will continue to earn vacation and sick leave benefits. Bargaining unit members on parental leave will continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

### Section 8. Funeral Leave

Employees in trainee, learner, apprentice, provisional, or status appointments will be granted upon request paid leave of three (3) scheduled work days to attend the funeral and for travel and bereavement time, upon the death of a member of the employee's immediate family or upon the death of a member of the household; and one (1) day to attend the funeral or memorial service of a relative other than the above who is not a member of the employee's household.

Immediate family is defined as: father, mother, sister, brother, spouse, children, grandparent, and grandchildren. Biological, adopted, foster, legal wards, step, in-law or *in loco parentis* relationships are considered as immediate family under this policy.

Other relative is defined as: aunt, uncle, niece, nephew, or cousin of the employee. Such relatives are regarded as members of the immediate family only if in residence in the employee's household. In-law relationships are considered immediate family and are not included for other relatives.

For purposes of application of funeral leave, relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with Illinois State law.

The number of hours of authorized absence with pay for a day of funeral leave is defined as: 1/5 of the full-time weekly work schedule of the employee's classification times the employee's percent

time of appointment. These hours multiplied by the eligible employee's regular straight-time hourly rate (or benefit hourly rate) equals the amount of funeral leave to be paid. Paid funeral leave may be used only on days an employee is scheduled to work.

A designated supervisor may grant a leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable funeral leave days. An employee may take such leave without pay or may use accrued vacation and personal leave.

In the event the Funeral Leave Benefit is enhanced for non-union employees, employees covered by this Agreement shall be extended the same enhancements.

### Section 9. Disability Leave

Upon exhaustion of all available sick leave and compensatory time, if any, a bargaining unit member who is unable to perform the duties of his/her assigned position as certified by the bargaining unit member's physician shall be eligible for an unpaid disability leave. Disability leave shall expire sixty (60) days after certification of the disability.

Bargaining unit members on disability leave shall not continue to earn vacation and sick leave benefits. Bargaining unit members on disability leave will continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

### Section 10. Unscheduled Absence From Work

A member of the bargaining unit who is unable to report to work or return to work due to a bonafide emergency shall notify his/her immediate supervisor no later than one-half (1/2) hour after work is to start or resume. Failure to properly notify the supervisor may result in a non-approved absence. A bargaining unit member who is unable to contact his/her immediate supervisor shall notify his/her department or division head. If the supervisor approves the absence, the bargaining unit member may cover the absence with vacation, compensatory time, or unpaid leave.

### Section 11. Leave for Family Responsibility

A bargaining unit member who has completed his/her probationary period may request a leave of absence without pay for the purpose of meeting or fulfilling responsibilities, as defined in subsection D below, arising from the bargaining unit member's role in his/her family or as head of the household. A leave for family responsibility is a category of personal leave.

A. Any request for such leave shall be submitted in writing to the appropriate supervisor and state the purpose of the leave, the date the requested leave would begin, the expected duration of the leave, and any additional information required by University operations.

B. "Family Responsibility" for purposes of this Section is defined as the duty or obligation perceived by the bargaining unit member to provide care, full-time supervision, custody or non-professional treatment for a member of the bargaining unit member's family under circumstances temporarily inconsistent with uninterrupted university employment.

C. For purposes of this Section, "family" is defined as father, mother, sister, brother, spouse, children, grandparent, and grandchildren. Biological, adopted, foster, legal wards, step, in-law or *in loco parentis* relationships.

D. Standards for granting a Family Responsibility Leave are:

1. to provide nursing and/or custodial care for the bargaining unit member's newborn infant, whether natural born or adopted;
2. to care for a temporarily disabled, incapacitated or bedridden member of the bargaining unit member's family;
3. to furnish special guidance, care or supervision of a member of the bargaining unit member's family.

E. If the University requires substantiation or verification of the need by the bargaining unit member for such leave, the substantiation or verification shall be consistent with and appropriate to the reason cited in requesting the leave.

F. Such leave shall be for a period not to exceed ninety (90) days.

G. If the University has reason to believe that the condition giving rise to the stated need for such leave no longer exists during the course of the leave, it shall require further verification or substantiation and, if appropriate, direct the bargaining unit member back to work on a certain day.

Failure of a bargaining unit member upon reasonable request by the University to provide such verification or substantiation on a timely basis shall be cause on due notice for termination of the leave.

H. Such leave shall not be used for the purpose of securing alternative employment. A bargaining unit member during such leave may not be gainfully employed full time, otherwise the leave shall terminate.

I. Upon expiration of such leave, or prior to such expiration by mutual agreement between the bargaining unit member and the University, the University shall return the bargaining unit member to the same position that the bargaining unit member held immediately prior to the commencement of the leave.

Bargaining unit members on leave for family responsibility shall not continue to earn vacation and sick leave benefits nor receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member. The University

may require that all accrued vacation and compensatory time, if any, be used before a leave is granted.

## **ARTICLE 14 PERSONNEL FILES**

### Section 1. University Personnel Files

The University Administration may maintain any files necessary for effective administration. There shall also be established a University Personnel File maintained in the Division of Employee Relations for each bargaining unit member that shall contain documents regarding the member's employment status and work performance. All such official personnel records relating to any bargaining unit member shall be kept in his/her official Personnel File.

### Section 2. Examination of University Personnel Files

At his/her request, each bargaining unit member shall be furnished, without cost, a copy of all documents in his/her file. Additional copies may be made available at cost to the bargaining unit member.

### Section 3. Recorded Log

The custodian of Personnel Files shall maintain an official record of all persons who view the contents of the bargaining unit member's Personnel File. The following information about the reader of each file shall be recorded on a log of readers to be kept in each bargaining unit member's file:

- A. the name and position of the reader;
- B. the date that the reader received and returned the file;
- C. the purpose for which the file was read; and
- D. the signature of the reader.

### Section 4. Right to Respond

The bargaining unit member shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.

### Section 5. Notification

A copy of any disciplinary action or material related to work performance, except performance evaluations as provided for in Article 17 of this Agreement, shall be provided to the bargaining unit member (the bargaining unit member must sign a written receipt) or sent by certified mail (return receipt requested) to his/her last home address appearing on the records of the University. It is the obligation of each bargaining unit member to provide the University with his/her current address.

**ARTICLE 15**  
**PERSONNEL MATTERS AND WORK RULES**

Section 1. Use of Office Equipment

No equipment or supplies shall be used for profit either during or outside of work hours. Equipment and supplies shall be defined as anything in these categories purchased by and for use of the University including, but not limited to, computers, word processing equipment, software, copy machines, and other normal office supplies.

Section 2. Computer Access

Upon approval by the employee's supervisor and operations permitting, all bargaining unit members will be allowed access to computers with internet access during work hours for the purpose of conducting University business.

Section 3. Outside Employment

Members of the bargaining unit shall not engage in outside employment which may conflict with their employment at the University and shall not use their position or work related information or equipment for personal gain.

Section 4. Identification Cards

Each bargaining unit member shall obtain an official University identification card within thirty (30) days of appointment by the University.

Section 5. Work Attire

Bargaining unit members within the food service unit may be required to wear predetermined work attire (uniforms). Food Service Worker I's II's and III's who are required to wear uniforms shall be provided three (3) shirts and two (2) hats at the University's expense. Members should direct their requests for new uniforms to his/her immediate supervisor on or within three (3) weeks of their anniversary date.

Food Service Worker IV's shall be provided three (3) chef's coats, two (2) with the logo and embroidered name and two hats at the University's expense. The embroidered chef's coat shall be worn only for special events (or as designated by their supervisor). Members should direct their requests for new uniforms to his/her immediate supervisor on or within three (3) weeks of their anniversary date. Food Service Worker IV's may be permitted (with prior approval of their supervisor) to wear non-University issued chef coats.

Section 6. Resignations

The effective date for resignation will be the last day actually worked. Bargaining unit members who resign their employment with the University should give their supervisor two (2) weeks written notice.

Following notification to the appropriate supervisor, a bargaining unit member who wishes to resign should contact the Office of Human Resources to arrange an exit interview and sign a resignation form.

It is the bargaining unit member's responsibility to see that all University property, materials, keys, etc., which have been assigned to him/her, are turned in before the last day of work. The final paycheck will not be released until the University has determined that all property is turned in and that the bargaining unit member has no outstanding debt to the University.

#### Section.7. Employee Testing

The Employer believes in the tenants of open and continuous testing. In the event that a change in the open and continuous testing process is needed, the employer will develop a testing schedule.

#### Section 8. Request For a Job Audit

Bargaining unit members may request that a job audit be performed by the Office of Human Resources pursuant to procedures established by the University. Such requests will be forwarded by the bargaining unit member directly to the Office of Human Resources. Within thirty (30) working days of receipt of the Request for Job Audit form and the completed job description from the incumbent/department, the Office of Human Resources will provide a copy of its determination to the bargaining unit member.

In the event a job audit discloses that the position is properly classified, the Office of Human Resources will provide a written statement to the bargaining unit member. In this written statement the Office of Human Resources will cite its reasons for determining that the position is properly classified.

If a job audit discloses that the bargaining unit member has been performing duties inconsistent with his/her classification, the bargaining unit member shall not be expected to continue such duties unless: (1) he/she is directed in writing by the University to perform such duties on a temporary assignment, (2) the position is upgraded, or (3) the position is otherwise reclassified or reallocated.

A bargaining unit member may appeal an audit finding or a determination that no desk audit is required by filing a Notice of Disagreement with the designated University representative within twenty (20) working days of being notified of the original decision. The designated University representative will review the duties and responsibilities of the position and render a written decision within thirty (30) calendar days of receipt of the Notice of Disagreement. The effective date of any review decision shall be the date the audit decision would have been effective.

Any action as a result of an audit decision shall be consistent with Civil Service Regulations.

### Section 9. Reassignment

The University has the sole right to reassign a bargaining unit member from one (1) position to another in the same classification.

A bargaining unit member interested in requesting a reassignment (across departments) should complete a Request for Reassignment Form and submit it to the Office of Human Resources. Bargaining unit members may not request reassignment during the probationary period following initial appointment by the University.

Bargaining unit members, may request reassignment (in the same classification) to a vacant position *within the department* by submitting a written request to their supervisor (this is not intended to replace the civil service system's reassignment process). Upon receipt of the written request, the supervisor shall endeavor to honor the request, operations permitting.

If more than one (1) bargaining unit member requests reassignment within the unit, the bargaining unit member with the most seniority shall have the first opportunity for the position. Bargaining unit members shall be afforded a one-week window to apply for the reassignment for a given vacancy or in the event there is a pending reassignment (the one week time frame begins from the date the position is posted on a departmental bulletin board). In cases of emergency or short notice staffing issues, the University may temporarily reassign bargaining unit members.

In the event a bargaining unit member is reassigned to another position within the department and problems arise in the new position, the department may reassign the bargaining unit member within the first ninety (90) days in the new position to his/her previous position by providing them with a written statement of their intent, and giving the employee two-weeks' notice.

An employee who is on seasonal layoff must submit a request in writing prior to going on the layoff of interest in potential reassignment within the unit. In the event a position comes open while the employee is on layoff, the bargaining unit member shall be notified by phone (if a number is on file with the unit) of the reassignment opportunity within 72 hours of the date the position is posted on the departmental bulletin board.

Failure to fill a vacancy or a pending reassignment may result in a mandatory reassignment. The voluntary process shall not apply if the reassignment is being made due to employee performance or disciplinary issues. The University reserves the right to make the final decision on reassignments. An employee shall be given fifteen (15) working days notice of an involuntary reassignment.

### Section 10. Consultation on Personnel Matters

In the event of any change in University policy or regulation concerning length of probationary

period, promotion, change of position, reclassification, reallocation, or transfer, both parties agree to meet in consultation to determine whether the change or changes have any impact upon current bargaining unit members and, if so, to negotiate concerning the impact of such change or changes.

#### Section 11. Layoff and Recall

Pursuant to State Universities Civil Service System (SUCSS) Rules, the University shall provide at least thirty (30) calendar days notice to status employees in the bargaining unit prior to the date of layoff if it is anticipated the layoff will exceed thirty (30) days. All probationary and temporary employees of the bargaining unit within a classification within a department shall be laid off before a full time bargaining unit member is laid off. If a full time bargaining unit member is to be laid off, the bargaining unit member having the least seniority within a classification within a department shall be the first laid off, and the laid off bargaining unit member having the greatest seniority within the classification within a department being recalled shall be the first recalled. The University shall provide the Union with written notice of any pending layoff of a bargaining unit member no later than fifteen (15) calendar days prior to the effective date of such layoff.

#### Section 12. Staff Orientation and Training

All newly hired members of the bargaining unit shall be required to attend at least one (1) orientation session as coordinated and conducted by the University.

The University shall provide orientation and training to bargaining unit members with respect to such procedures, forms, methods, skills, techniques, materials, equipment, and procedures manuals as the University determines are necessary for the bargaining unit member to carry out his/her work assignments.

#### Section 13. Consideration for Promotion

Subject to its operating needs, the University is committed to filling vacancies in positions in the bargaining unit by promotion from among those members of the bargaining unit who have passed the Civil Service examination for the classification in which the vacancy exists. However, the University reserves the right and its discretion to use other means available for filling vacancies as provided in the Statute and Rules of the State Universities Civil Service System.

Employees being considered for promotion may be exempted from pre-employment screening upon mutual agreement of Human Resources and the Union so long as it does not delay the hiring process. The results of such tests shall not affect an employee's status in his/her current position so long as it does not violate any state and/or federal laws.

#### Section 14. Seniority

Pursuant to the State Universities Civil Service System (SUCSS) Rules, seniority is earned only

in a classification after the completion of the probationary period. The bargaining unit member's seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status exclusive of overtime. Seniority is retained during any period of continuous employment in the same classification except when a bargaining unit member has been demoted because of unsatisfactory performance or for disciplinary reasons. Upon written request of the Union, the Employer shall prepare a seniority list at such time as need exists.

Additional provisions concerning seniority and its application are set forth in the SUCSS Rules.

#### Section 15. Temporary Upgrade

Bargaining unit members who are assigned in writing by the University to temporarily perform duties outside of their current classification which are normally assigned to a higher classification may be eligible for a temporary upgrade. Requests for a temporary upgrade must be in writing, and include an updated job description that accurately reflects the duties being performed during the temporary upgrade. In order for a temporary upgrade to be approved, the majority of the employees' time must be spent performing duties at a level above the employees' current classification. Employees must take and pass the exam for the proper classification. Requests for temporary upgrade shall not be retroactive except under extreme circumstances. Temporary upgrades may be for a period of 30 days, then the employee must return to his/her permanent classification for one (1) day before being eligible for another temporary upgrade.

#### Section 16. Rate of Pay Upon Promotion/Reclassification/Reallocation

When a bargaining unit member accepts a higher level position or when his/her position is reclassified or reallocated, he/she must be paid at least the minimum rate of pay for the new class, but cannot be paid more than the maximum rate for the new class. Outside of these restraints, a promotional increase shall normally be at least four percent (4%) but generally shall not exceed ten percent (10%).

#### Section 17. Safety Clothing

Due to the nature of the work performed, the Employer may, at its discretion, require a specific style and type of clothing for bargaining unit members in the conference center and for the furniture/Equipment movers. The Employer shall provide, based upon operating requirements, lifting supports for individual members of the moving crew and conference center. In addition, bargaining unit members required to wear OSHA-approved safety shoes shall be reimbursed by the Employer once per fiscal year upon the employee providing a receipt to the Employer. The reimbursement for such safety shoes shall not exceed \$100 per employee during each fiscal year. In the event the University issues safety equipment/clothing to a bargaining unit member, or provides reimbursement for safety shoes, the bargaining unit member shall be required to wear the safety equipment.

Bargaining unit members may request toe-caps from their supervisor. Such requests shall be reviewed by the supervisor, and if determined to be appropriate, issue the toe-caps. Toe-caps are

to be returned promptly upon the conclusion of the task leading to their being issued.

#### Section 18. Security Cameras

Video footage obtained from security cameras located around campus may only be used in accordance with the UIS Policy on Closed Circuit Television Surveillance and Recording of Public Areas for Safety and Security Purposes.

The purpose of the security cameras and video footage is not to observe the performance of bargaining unit employees. Video footage shall not be used as the sole factor for disciplinary actions unless the footage obtained indicates a violation of a state or federal law.

#### Section 19. Notice of Vacancies

The Office of Human Resources shall notify the Union President upon receipt of a request to fill a vacant position covered by this Agreement. This process shall in no way extend the amount of time to fill the vacancy.

#### Section 20. Alternative Compensation

Terms and provisions of the Alternative Compensation Program may be extended to bargaining unit employees in accordance with the campus policy.

### **ARTICLE 16 HEALTH AND SAFETY**

#### Section 1. General

Both the University and the Union are committed to the need of bargaining unit members to work in a clean, safe, and healthy environment. If a bargaining unit member believes that an unsafe or unhealthy condition exists, the bargaining unit member should immediately report the situation to his/her immediate supervisor. The supervisor will report the situation to appropriate campus personnel who will make a determination as to the health and safety of the work area.

The University shall attempt to take adequate safety measures in order to provide employees with a safe workplace. The University shall provide access to information to employees regarding health and safety in the workplace.

#### Section 2. Immunizations

In the interest of health and safety in the workplace, bargaining unit members who may be routinely exposed to a blood borne pathogen may qualify for immunizations provided by the University. Requests for the immunization should be approved by the head of campus health services in consultation with the safety officer. Upon approval, fees for the immunization shall be borne by the University. Immunizations shall be administered by the campus health services.

### Section 3. Ergonomic Equipment

Operations permitting, the University shall endeavor to provide ergonomic equipment to its employees. Employees should make requests in writing for such equipment to their immediate supervisor.

### Section 4. Health and Safety Committee

Upon request by either party, a committee may be formed to meet and discuss health and safety on campus. The committee shall be comprised of no more than four (4) employees designated by the University and no more than four (4) bargaining unit employees designated by the Union President.

### Section 5. University Identification

Bargaining unit members may be required to wear an official ID badge and/or nametag. In the event that the ID badge and/or nametag is lost or damaged while the employee is performing his/her work duties, he/she must provide their supervisor (or, if the supervisor is not available, their department head) with a detailed description as to how the ID badge and/or nametag was lost or damaged within 24 hours. ID badges and/or nametags that are lost or damaged in the line-of-duty shall be replaced at no charge to the employee no more than one (1) time per contract year.

Bargaining unit employees may be required to use their I-Card in performing their daily duties. In the event these employees lose or damage their I-Card in performing their daily duties, the employing unit shall replace the I-Card at no charge to the employee no more than one time per contract year.

## **ARTICLE 17 PERFORMANCE REVIEWS**

All new bargaining unit members will receive a probationary performance review on a form developed by the Employer at the mid-point of and no later than two (2) weeks prior to the end of the probationary period. After completion of the new probationary period, all bargaining unit members shall receive an annual performance review by their supervisor each fiscal year on a form developed by the Employer. Informal performance reviews may be conducted at other times determined by the Employer. Performance reviews shall be for the purpose of assessing bargaining unit member's performance as a University employee and may be used by the Employer for the purpose of making decisions about promotion, and other personnel actions. Each bargaining unit member shall be provided a copy of any formal performance review prepared by the Employer to evaluate his/her performance; which copy has been signed by the employee and the supervisor.

It is the intention of the Employer that bargaining unit members not conduct performance reviews on other members of the bargaining unit. However, it may be necessary in certain circumstances for bargaining unit members to assist in the conducting of performance reviews on other members of the bargaining unit.

## **ARTICLE 18 DISCIPLINE**

### Section 1. Definition

Disciplinary action shall be imposed upon members of the bargaining unit only for just cause.

### Section 2. Disciplinary Measures

The University agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures may include only the following:

- a) oral warning;
- b) written reprimand;
- c) suspension;
- d) initiation of discharge proceedings, including suspension pending discharge.

### Section 3. Oral Warnings

In cases of oral warnings, the supervisor must inform the bargaining unit member that he/she is receiving an oral warning and of his/her right to Union representation.

### Section 4. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against a bargaining unit member, other than the issuance of an oral warning, the University shall furnish the bargaining unit member and the Union with a written statement of the reasons therefore. The bargaining unit member shall be informed of his/her rights to Union representation.

The measure of discipline and the statement of reasons may be modified, especially in cases involving the initiation of discharge proceedings, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the University shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

A bargaining unit member shall be entitled to have a Union representative present at an investigatory interview if he/she requests one and if the bargaining unit member has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The bargaining unit member shall be notified at such time as the investigation has been concluded.

### Section 5. Disciplinary History

All history of discipline will remain as part of the employee's official personnel file. However, oral warnings or warning letters which were issued twenty-four (24) or more months prior to a

current related disciplinary action, will not be considered in such related disciplinary action provided that the employee has received no form of discipline during this twenty-four (24) month period.

#### Section 6. Appeals of Disciplinary Measures

Written reprimands and suspensions for disciplinary reasons shall be grieved through the regular grievance and arbitration procedures as set forth in this Agreement. Recommendations of discharge may be grieved pursuant to Article 19 of this Agreement. Neither oral warnings issued by the University to a bargaining unit member nor discharge decisions rendered by the State Universities Civil Service Merit Board shall be subject to grievance or arbitration.

### **ARTICLE 19 GRIEVANCE PROCEDURE**

#### Section 1. Purpose

The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. Therefore, the University and the Union support, whenever possible, the informal resolution of grievances and encourage open communication so that pursuit of the formal grievance procedure will not normally be necessary. If a grievance is not settled informally, the procedure set forth below in Section 7 of this Article shall be the sole and exclusive method of formally resolving grievances of the bargaining unit members, except as provided elsewhere in this Agreement.

#### Section 2. Definition - Grievance

A "grievance" is defined as an allegation by a bargaining unit member or the Union that there has been a violation or wrongful interpretation of a specific provision of this Agreement.

#### Section 3. Definition - Grievant

The term "grievant" shall mean a bargaining unit member who alleges in a grievance that he/she has been directly and individually harmed by a violation or wrongful interpretation of a specific provision of this Agreement or the Union which alleges in a grievance that it has been directly harmed by a violation or wrongful interpretation of a specific provision of this Agreement.

#### Section 4. Content of Grievance - Grievance Form

A grievance must: (1) be signed and dated by the grievant; (2) set forth the specific Article(s) of the Agreement alleged to have been violated; (3) include a specific description of the grounds for the grievance including the names, dates, times and documents necessary for a complete understanding of the grievance; (4) contain a statement of the harm alleged; and (5) state the proposed method of achieving compliance with the Agreement. Grievances shall be filed on a form mutually agreed to by the parties. A grievance form is attached as Appendix "B."

## Section 5. Compliance with Procedure

All grievances must be filed in accordance with the procedures in this Article.

## Section 6. Procedures for Handling Grievances

### A. Step One - Informal

The grievant should attempt to resolve the matter informally with his/her appropriate supervisor prior to filing the grievance. The grievant and the Supervisor may invite the Campus Grievance Officer and a Union representative. Such additional participants shall act as resource personnel, but shall not relieve the designated parties from the responsibility for resolving the problem. The informal conference, if followed in good faith by both parties, shall lead to a fair and prompt solution of most of the daily employer-employee problems. However, if the informal conference does not prompt a solution, a written grievance may be filed with the appropriate Campus Grievance Officer with thirty (30) calendar days following the date of the act or omission giving rise to the grievance.

### B. Step Two - Formal

The Campus Grievance Officer will, within fourteen (14) calendar days of the filing of the grievance, arrange a formal conference between the appropriate campus representative(s) and the grievant and the Union. If the conference results in resolution of the grievance, the grievance will not be processed further. The Campus Grievance Officer will notify the grievant or Union President as appropriate of any resolution reached as a result of the conferences. The Campus Grievance Officer will issue a written decision within fourteen (14) calendar days following conclusion of the conference.

### C. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant or the Union.

### D. Step Three - Appeal to the President's Designee in University Administration

If the grievance is not settled at Step Two and the grievant or the Union wishes to appeal the grievance to Step Three, the grievant or the Union may file a written request to the President's designee in University Administration within seven (7) calendar days after the Step Two Decision is received or due. Upon receipt of an appeal, the President's designee in University Administration, 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 which may include conducting a hearing. If a hearing is conducted, the President's designee in University Administration will issue a written decision on the grievance within fourteen (14) calendar days from the date of the close of the meeting. If no hearing is conducted, the President's designee in University

Administration will issue a decision within fourteen (14) calendar days from receipt of the appeal.

E. Step Four - Arbitration

If the decision of the President's designee in University Administration does not resolve the grievance acceptably to the Union, the grievance may be moved to arbitration. If the Union wishes to appeal to arbitrate the decision of the President's designee in University Administration such appeal must be made in writing to the Associate Vice President for Administration and Human Resources within twenty (20) calendar days after such decision was received or was due.

Section 7. Provisions Applicable to Arbitration Procedures

A. Selection of Arbitrator

If the parties are unable to agree on an arbitrator, the parties shall jointly request from the Federal Mediation and Conciliation service a list of seven (7) arbitrators from which to select an arbitrator. Determination as to which party strikes first shall be determined by the toss of a coin with the winner deciding to strike first or second. The parties shall alternately strike one name from the list until one name remains.

B. Location of Hearing

The arbitrator shall hold the hearing in Springfield unless otherwise agreed to by the parties.

C. Functions of the Arbitrator

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall perform this function subject to the following rules and limitations:

1. The arbitrator's award shall be based solely upon the evidence and legal arguments appropriately presented by the parties at the hearing and in any post-hearing briefs.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto.
3. An award may or may not be retroactive as the equities of each case demand, but in no case shall an award be retroactive to a date earlier than the date the harm occurred.

D. Arbitration Fees and Costs

The costs of the list of arbitrators, and the arbitrator's fees and expenses shall be shared equally by the Union and the University, but each party shall bear its own costs of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the settlement shall determine division of the charge. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript of the hearing subsequently decides to order a copy of the transcript, that party shall pay for its copy and share equally in the cost of the copy of the transcript provided to the arbitrator.

E. Scope of Arbitration

1. Arbitration shall be confined solely to the application and/or interpretation of the specific and explicit provisions of this Agreement and the precise violation of such provisions.
2. The Board of Trustees of the University of Illinois Statutes and Rules, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration.

Section 8. Miscellaneous Provisions Related to Grievance - Arbitration

In the event it is necessary for a grievant or any other bargaining unit member who has been called as a witness by either the Union or the Employer to participate in a grievance or arbitration meeting provided for in this Article during their normal working hours, their compensation will neither be increased nor decreased for time spent in such meeting. Should it be necessary for a grievant or any other bargaining unit member to participate in a grievance or arbitration meeting provided for herein outside their normal working hours, time so spent shall not be considered as time worked.

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the University to respond to a grievance within specified time periods will permit the grievant to proceed to the next step.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

All informal grievance settlements shall specify a time by which the settlement shall be

implemented. The time limit may be extended by mutual agreement between the Director of Human Resources and the Union President. In the absence of the Union President, the Campus Grievance Officer may request a time limit extension.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The parties may agree to consolidate grievances on similar issues at any level.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

The award of the arbitrator shall be binding upon the University, the Union, and the grievant, to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person, or by certified or registered mail, return receipt requested to the last known home address of the addressee. Postmark dates shall be considered the effective date of communication.

## **ARTICLE 20 ARBITRATION OF DISCHARGE PROVISIONS**

The Employer shall notify the bargaining unit member and the Union of its intent to recommend to the State Universities Civil Service System Merit Board that a bargaining unit member be discharged. Such notice shall be given at least ten (10) working days prior to the proposed commencement of discharge procedures under the State Universities Civil Service System. Such notice shall not, in any manner, prejudice the Employer's or the bargaining unit member's rights under the State Universities Civil Service System. The discharge procedures of the State Universities Civil Service System shall be utilized unless, within five (5) working days of receipt of the notice of proposed commencement of discharge procedures, the bargaining unit member files a grievance directly at the arbitration stage of this Agreement with the administrative staff person assigned by the University, hereinafter referred to as "University Representative."

A bargaining unit member notified of a discharge action who wishes to challenge said action may elect either: (1) to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, or (2) to file a grievance pursuant to this Article. A grievance meeting over the proposed discharge shall be held within five (5) working days of the filing of a grievance. Within five (5) working days after the grievance meeting the response of the University Representative shall be provided to the bargaining unit member and the Union. The Employer may suspend the bargaining unit member without pay upon providing the bargaining unit member and the Union with the notice of the proposed commencement of discharge procedures. The suspension shall be until such time as the discharge procedures have been completed. If, through the grievance or arbitration procedure, the discharge is not upheld,

the bargaining unit member shall be paid at his/her regular rate of pay for such time when he/she was suspended, unless the resolution of the grievance states otherwise. The above provision is the sole method for grievance of discharge proceedings and suspension pending discharge under this Agreement. Other provisions of this Agreement concerning grievance shall not be applicable to discharge proceedings or suspension pending discharge. Failure to file a grievance within the time frame shall waive all rights of the bargaining unit member and the Union as to grievance and arbitration of the proposed discharge and the suspension pending discharge.

Within five (5) working days of receipt of the decision of the University Representative, the Union may notify the Employer in writing of its intent to submit the proposed discharge to arbitration. The notice of intent to arbitrate the discharge shall be on a form provided by the University and shall include a clear waiver of the bargaining unit member's right to a hearing before the State Universities Civil Service System executed by the bargaining unit member. If the Union fails to submit a notice of intent to arbitrate within five (5) working days of receipt of the decision of the University Representative, the Union shall have waived any rights which either the bargaining unit member or the Union might otherwise have to use the arbitration provisions of this Agreement with respect to the discharge proceedings and any suspension pending discharge. If the Union fails to submit the notice of intent to arbitrate the discharge within the time frame provided, the University may commence the procedures for discharge as set forth in the Rules and Regulations of the State Universities Civil Service System.

In the event that the proposed discharge is submitted for arbitration, the provisions concerning arbitration set forth in Article 19 of this Agreement shall govern the arbitration process. The arbitrator's decision shall be final and binding upon the Union, the University and the bargaining unit member.

If either the University or the Union seeks to vacate an arbitrator's award, such party shall be responsible for all costs, including reasonable attorney fees, of both parties in seeking and defending against such action, unless the party attempting to vacate the award prevails, in which case each party shall bear its own costs.

If either the University or the Union seeks to enforce an arbitrator's award with which the other party has not complied, the party seeking such enforcement shall be reimbursed by the other party for all costs, including reasonable attorney fees, associated with seeking such enforcement, unless the party seeking enforcement does not prevail, in which case each party shall bear its own costs. If there is a dispute concerning whether the arbitrator's award has been implemented, the parties shall jointly request an opinion from the arbitrator, whose decision shall determine the question of whether or not the original decision was implemented.

**ARTICLE 21**  
**NO STRIKE - NO LOCKOUT**

Section 1. Activities Prohibited

During the term of this Agreement or any extension thereof, neither the Union nor its agents or any bargaining unit member for any reason will authorize, instigate, aid, promote, sponsor, condone, or engage in any slow-down, work stoppage, strike, sympathy strike, or any other interference with the operations of the University. Bargaining unit members shall remain at work during any such interruption which may be caused or initiated by others unless it will be injurious to his/her health and/or safety as documented or verified by a reliable authority.

Section 2. No Lockout

The University will not lockout any bargaining unit member during the term of this Agreement as a result of a labor dispute with the Union.

Section 3. Cause for Disciplinary Action

The University may take disciplinary action up to and including initiating discharge proceedings against any bargaining unit member who violates this Article.

**ARTICLE 22**  
**WAGES**

Section 1. Hourly Rates Year One (1)

Salary rates for bargaining unit members employed by the University before August 22, 2010 shall be increased by one percent (1.0%). The salary increase shall be effective August 22, 2010. Bargaining unit members on probation as of the effective date shall receive the increase effective the beginning of the pay period after completing their probationary period.

Section 2 Hourly Rates Year Two (2)

Salary rates and ranges shall be increased in accordance with the campus salary program (three percent [3.0%]) effective August 21, 2011. Bargaining unit members on probation as of the effective date shall receive the increase effective the beginning of the pay period after completing their probationary period.

Section 1. Hourly Rates Year Three (3)

Salary rates and ranges shall be increased in accordance with the campus salary program. If the campus salary program is less than 3.0%, either party may request a wage reopener. The request for a wage reopener should be submitted to the Office of Human Resources within 30 calendar days of the announcement of the campus salary program. A new supplemental wage appendix

shall be executed by the parties as necessary.

### Section 3. Premium Pay for Moving Activities During the Normal Workday

The wage differential for members of the bargaining unit assigned to and performing the moving of office furniture, equipment and heavy boxes during their normal hours of work will be two dollars (\$2.00) per hour in addition to the bargaining unit member's regular straight time hourly rate when performing such tasks for one (1) hour or more.

## **ARTICLE 23 REASONABLE SUSPICION**

It is the policy of the University of Illinois -Springfield that the public has the right to expect persons employed by the University of Illinois at Springfield to be free from the effects of drugs and alcohol. The University has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees. As a condition of employment, employees shall abide by this policy.

### **Section 1: Prohibitions**

Employees shall be prohibited from:

a) Consuming, being under the influence of, or possessing alcohol at any time during the work day on any of the University of Illinois campus premises or job sites, including all Campus buildings, properties, & vehicles, while engaged in University business, (unless in accordance with duty requirements).

b) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug.

This Section is not intended to limit the duty of the University of Illinois to enforce the laws of the State of Illinois and other applicable Federal and University regulations. An exception to this policy may be granted if an employee has been granted release time to attend a University approved event.

### **Section 2: Drug and Alcohol Testing**

Where the supervisor or unit head has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs, during the course of the work day, the supervisor/unit head, or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this policy. Reasonable suspicion may be determined by (but is not limited too) direct observation by management, or a management designee.

### **Section 3: Voluntary Requests for Assistance**

The supervisor/unit head shall take no adverse employment action against an employee who

prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem or for abuse of prescribed drugs, other than the supervisor/unit head may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The supervisor/unit head may make available through it Employees Assistance Program (Phone: 206-6652), a means by which the employee may seek referrals and treatment. All such requests shall be confidential, and any information received by the employing unit, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

#### **Section 4: Discipline**

Any employee, under the influence of alcohol or illegal drugs while on duty, shall be subject to disciplinary action, up to and including discharge. The refusal by any employee to submit to and complete any testing provided for under this section shall subject the employee to disciplinary action, up to and including discharge

#### **Section 5. Operating Procedures**

##### **A. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this policy, the supervisor/unit head, or another management designee shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative at the time the order is given; provided, however, that under no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

##### **B. Test Procedures**

In requiring the testing authorized by this policy, the University shall be responsible for verifying the following procedures are followed:

- 1) the supervisor use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act; e.g., Memorial Medical Center.
- 2) the lab establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

3) a sufficient sample is collected by the lab of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the supervisor/unit head, or his/her designee, or employee in question as set forth in item 6) below;

4) samples are collected such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

5) the lab confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative testing, about the detected drug or drug metabolites;

6) require that the laboratory or hospital facility report to the supervisor/unit head that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.

7) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .01 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive. A blood alcohol level of .01 - .03 alcohol concentration may result in discipline, up to and including suspension, and will not result in discharge unless accompanied by aggravating circumstances or repeated occurrence. Alcohol concentration levels of .04 or above shall result in discipline, up to and including discharge.

8) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the rendering of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Section 6. Supervisory Checklist**

A supervisory checklist is attached to this Agreement as Appendix "C" to assist in documenting the incident. Prior to sending any employee covered by this Agreement to be tested, supervisors must undergo orientation/training on this Reasonable Suspicion Article.

## **ARTICLE 24 DURATION OF AGREEMENT**

### **Section 1. Term of Agreement**

This Agreement shall be effective August 22, 2010, and continue in full force and effect through August 17, 2013. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that either party submits such notification,

the other party retains the right to submit proposed modifications to this Agreement during the resulting negotiations.

## 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 this Agreement terminate the same by giving at least ten (10) days written notice to the other party of its intention to so terminate.

### Section 3. Commencement of Negotiations

The party giving notice of a desire to modify the contract as provided for in Section 2 above shall commence negotiations by submitting a detailed list of modifications or changes desired. The party receiving said notice may propose additional changes in the contract.



**APPENDIX "A"**  
**TO THE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES**  
**OF THE UNIVERSITY OF ILLINOIS AND THE UNIVERSITY PROFESSIONALS OF**  
**ILLINOIS LOCAL #4100, SERVICE BARGAINING UNIT**

<b>P-CLASS</b>	<b>Class Title</b>	<b>NEW MIN</b>	<b>NEW MAX</b>	<b>Effective Date</b>
16005	BUILDING SERVICE FOREMAN	\$13.41	\$23.47	8/21/2011
18482	BUILDING SERVICE SUB FOREMAN	\$11.96	\$20.94	8/21/2011
45023	BUILDING SERVICE WORKER	\$10.65	\$19.71	8/21/2011
42431	FOOD SERVICE WORKER I	\$8.81	\$15.42	8/21/2011
42442	FOOD SERVICE WORKER II	\$9.52	\$16.64	8/21/2011
42452	FOOD SERVICE WORKER III	\$10.27	\$17.97	8/21/2011
42462	FOOD SERVICE WORKER IV	\$13.51	\$23.00	8/21/2011
21334	HOUSEKEEPER/HOUSE ATTENDENT	\$10.65	\$18.64	8/21/2011
20842	KITCHEN HELPER	\$8.81	\$15.42	8/21/2011

\*Employee's salaries may not exceed the salary range maximum as agreed to during negotiations.

APPENDIX "B"  
GRIEVANCE FORM

GRIEVANT: \_\_\_\_\_

(name)

\_\_\_\_\_

(address)

\_\_\_\_\_

(phone no.)

2. PROVISION(S) OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED  
(Cite both article and section number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. DATE VIOLATION ALLEGEDLY COMMITTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. STATEMENT OF GRIEVANCE (Be specific as to acts or omissions complained of and who committed alleged violation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. STATEMENT OF THE HARM CLAIMED TO HAVE RESULTED FROM ALLEGED VIOLATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. REMEDY SOUGHT:

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7. LISTING OF DOCUMENTS RELATED TO ALLEGED VIOLATION AND/OR HARM:

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\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Grievance Officer

\_\_\_\_\_  
Date

(Required only if Grievant chooses to be represented by UPI)

**ACKNOWLEDGMENT OF FILING**

The undersigned acknowledges that on \_\_\_\_\_ the foregoing  
(date)  
grievance was filed with the University Grievance Administrator \_\_\_\_\_ by personal delivery  
or \_\_\_\_\_ received by certified or registered mail, return receipt requested. (Check One.)

\_\_\_\_\_  
University Grievance Officer or Designee

\_\_\_\_\_  
Date

**APPENDIX "C"**  
**SUPERVISORY CHECKLIST**

DOCUMENTATION OF PERTINANT INFORMATION	DONE (Y/N)	DETAILS	COMMENTS
Document Time & Date of Offense			
Events Giving Rise to Suspicion - Observations of Behavior			
Witnesses			
Contact Human Resources 206-7020			
Inform employee of their right to representation.			
Inform employee of intent to test, and possibility of disciplinary action.			
Inform employee that there is an Employee Assistance Program available if they desire to seek voluntary assistance.			
CONSULT REGULATORY MATERIALS	DONE (Y/N)	SUPPORTING INFORMATION (POLICY, OR ARTICLE)	COMMENTS
Policy and Rules			
Collective Bargaining Agreement			
Reasonable suspicion Drug and Alcohol Policies			
Review Drug and Alcohol Testing Procedures			
Document the course of action you followed, maintain information in supervisory file			