# AGREEMENT

by and between

# THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

# SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO.73/CHAPTER 119 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION

## **DINING SERVICES**

July 22, 2012 through July 30, 2016

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## SERVICE EMPLOYEES INTERNATIONAL UNION

## **DINING SERVICES**

## Effective from July 22, 2012 through July 30, 2016

This Agreement made and entered into by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as "Employer" or "University") and Service Employees International Union Local No. 73/Chapter 119 of the Service Employees International Union (hereinafter referred to as "Union") on behalf of certain staff employees of the Employer identified in Article III hereof.

## ARTICLE I AUTHORIZATION AND PURPOSE

## Section 1. Authorization

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

#### Section 2. Purpose

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union.
- b) Employer's supervisors and Union Representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this Agreement and particularly in the use of the procedures provided herein and in <u>Policy and Rules</u> for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service function of the University.

## ARTICLE II LIMITATIONS

## Section 1. Limitations

a) This agreement is subject to 1) applicable Federal and State laws 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 the State Universities Retirement System as they may be amended from time to time; 4) the statute 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 <u>Policy and Rules</u> 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 between any of the foregoing and any provisions of the Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- c) Should any part of this Agreement or any provisions contained herein be determined to be contrary to law by a court of competent jurisdiction, such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part of provisions.
- d) 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.
- e) Nothing contained herein shall be construed as a waiver by the Union of the right to negotiate on behalf of employees as provided in 115 ILCS 5/1 et. seq.
- f) Previous agreements and commitments by and between the parties, contradictory to the provisions hereof, are agreed to be null and void as of the effective date of this Agreement with the exception of any prior memorandums of understandings that are attached to and incorporated into this Agreement.

## ARTICLE III

## NEGOTIATIONS AND EXCLUSIVE RECOGNITION

## Section 1. Classes Represented

The University recognizes the Union as the exclusive representative for all negotiable matters pertaining to wages, hours, and terms and conditions of employment for a single bargaining unit consisting of individuals employed by the University at its Urbana-Champaign campus in the following classifications, as defined or established by the Illinois State Universities and Civil Service System:

Area Supervisor	Head Cook
Cook	Kitchen Helper
Food Service Cashier	Pot Washing Machine Operator
Food Service Sanitation Laborer	Snack Bar Attendant

The bargaining unit shall not include any employees specifically excluded under 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act.

As reflected in later provisions of this Agreement, the parties will jointly seek the creation of a "floater" classification to be added to the bargaining unit. In addition, the parties also will seek to have the bargaining unit employees currently employed by the University's Dining Services as Linen Maids be reclassified as Laundry Workers, and upon that reclassification, have those employees transferred into this bargaining unit.

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

## Section 2. New Classes and Recognition

A classification title change will not remove employees from the bargaining unit as long as they are performing substantially the same work. Any new classification covering the same work will become part of the bargaining unit covered by this Agreement.

## Section 3. Equal Opportunity

Neither the University nor the Union will discriminate against or harass any applicant, candidate for employment, or employee based upon that individual's race, color, religion, national origin, ancestry, gender, sex, age, marital status, disability, sexual orientation including gender identity, genetic information, unfavorable discharge from the military, status as a protected veteran, or status as a victim of domestic or sexual violence, within the meaning of and as defined by the applicable federal and state employment laws.

The parties further agree that a past criminal conviction of an applicant, candidate for employment, or employee will not necessarily preclude that individual from being considered for a position at the University. In determining the individual's suitability for employment in a particular position, the University will consider, among other factors, the nature and gravity of the offense for which the individual was convicted, the amount of time that has elapsed since the applicant's conviction and/or the completion of the sentence, the nature of the position as it relates to the nature of the offense committed, and the fact that each of the classifications contained within this bargaining unit (including Head Cooks, Cooks, Kitchen Helpers, Food Service Sanitation Laborers, and Snack Bar Attendants) are security-sensitive classifications that may allow access to students, faculty and staff members and the food served to them.

#### Section 4. Rights of Employer

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express terms and provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union, and will keep the Union through its designated representative informed as to such changes at least fourteen (14) calendar days prior to such changes, whenever possible.

## Section 5. Protected Activity

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

## Section 6. Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized exclusive representative for the employees described in this Article III.

## Section 7. Union Activity

- a) Neither the Union nor any of its members may engage in the solicitation of employees, any organizing activities, or other Union activity with employees of the University during the paid work time of those employees or in work areas without the prior permission of the University. Representatives of the Union who are not employees of the University or who are not otherwise authorized to be in certain non-public areas of the University may not enter those areas without first notifying and receiving the prior permission of the University.
- b) Union representatives employed by the University (including Union officials and Union stewards) may be permitted time away from their regularly assigned work duties to handle grievances, to serve as *Weingarten* representatives, or to attend pre-disciplinary meetings, labor-management meetings, grievance hearings, or negotiation sessions with advance permission from supervision. Union representatives shall provide as much notice as practicable of the need to be away from work, and the granting of permission will be contingent upon the operational needs of the University, as determined by the University.
- c) Union representatives employed by the University may be allowed time off without pay to attend functions conducted or sponsored by the Union (such as Union meetings, rallies, and so forth) to the extent permitted by the operations of the University (as determined exclusively by the University), provided that the Union or such representatives provide as much advance notice as practicable and the representatives request and obtain the necessary approval from supervision prior to being off work. The representatives will be permitted to utilize any accrued vacation or compensatory time that they may have in lieu of taking time off without pay.
- d) The University will permit Union officials holding certain positions (specifically, one President, one Vice President, one Treasurer, one Secretary, three Trustees, and one Sergeant at Arms) to "cross-over" from one of the Union's bargaining units with the University to serve with pay as the Union's primary representative at a pre-disciplinary meeting involving an employee from another bargaining unit with the University that is represented by the Union, provided that the meeting occurs during the official's scheduled work hours and provided further that such official adheres to the obligations and limitations set forth in paragraph (c) of this section.
- e) The Union will be permitted once each calendar quarter to conduct a one-half (½) hour orientation program during regular working hours at a time mutually agreed to by both the University and the Union for employees newly hired into the bargaining unit. Attendance at this orientation program shall be strictly voluntary and without the loss of pay. The Union is authorized to have one (1) Union representative who is not a University employee attend this orientation program.

## Section 8. Bulletin Board

- a) Upon approval by the Employer, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:
  - 1. notices of Union meetings,
  - 2. notices of Union elections,.
  - 3. notices of Union appointments and results of Union elections,

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

b) The employer agrees that it will furnish a bulletin board or an area on an existing bulletin board (approximately 2' x 4') near a mutually agreed upon clock station and marked "For Union" to be used solely for Union notifications and activities.

## Section 9. Union Meetings on Premises

The Union, as a Registered Organization, may request to reserve and use University facilities for Union meetings on the same basis as other Registered Organizations.

Section 10. Departmental Rules

Written departmental rules shall be made available for review by employees. A copy of such rules shall be given to the employee or his/her representative when requested in writing.

## Section 11. Bargaining Unit Information

- a) On a monthly basis, the Employer will provide the Union, in hard copy form, the following personnel transactions involving bargaining unit employees: new hires, promotions, reclassifications, reallocations, layoffs, recall from layoffs, reassignments, leaves, return from leaves and terminations.
- b) Not more than twice per year, the Employer will provide the Union with a list of bargaining unit members showing their name, campus address, current classification, full-time employee percentage, assigned department, date of hire, anniversary date and home address. Such information will be furnished in hard copy or on a PC disk where available.

Pursuant to the Illinois Education Labor Relations Act, the Union may request copies of documents in the possession of the employer for purposes of contract negotiations and administration. Any such request shall be in writing directed to the University's Executive Director of Labor and Employee Relations or to a Labor and Employee Relations Specialist employed by the University at its Urbana-Champaign campus. Providing that the request is not overly burdensome and not protected by legal privilege, the University will respond to any such request by either: a) providing copies of relevant documents, or b) allowing the Union an opportunity to review the relevant documents on site and the right to have specific documents copied based on this review. The University reserves the right to charge the

Union twenty-five cents  $(25\phi)$  per page for the copies provided to the Union that exceed twenty-five (25) in number.

## Section 12. Stewards Recognition and Compensation of the Union Representatives

The Employer agrees to recognize Stewards appointed by the Union. Compensation to Union representatives (if employees of the Board of Trustees of the University of Illinois) during negotiations or in processing grievances, shall be in accordance with pertinent sections of <u>Policy</u> and <u>Rules</u>, Policies #15 and #17.

## ARTICLE IV WAGES

## Section 1. Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the Parties. The Employer shall recommend these wages to the State Universities Civil Service System of Illinois.

#### Section 2. Effective Date of Wages

Wages established in this Agreement shall become and remain effective as specified in Appendix A, except as otherwise provided herein.

- a) Longevity Step Increases
  - 1) During the term of this Agreement longevity step increases will be awarded to employees employed in classifications identified in Article III of this Agreement who complete two (2) years of creditable service time as defined in (3) of this section.
    - 2) During the term of this Agreement anniversary dates for all employees hired or promoted in classifications identified in Article III of this Agreement will be the original date of hire or promotion for computing creditable service time in determining the longevity for pay purposes only.
    - 3) Creditable service time to be used in determining longevity for pay purposes only shall be defined as that period of time beginning with the employee's common anniversary date or the employee's original date of hire or promotion and the completion of two (2) years of services thereafter.

#### Section 3. Wage Increases

First Contract Year (July 22, 2012 – July 20, 2013)

All bargaining unit employees employed by the University as of the date that this Agreement is fully executed shall receive a fifty cent (\$0.50) increase to their base wage rate that will be made retroactive to the commencement of the first year of the agreement.

## Second Contract Year (July 21, 2013 – August 2, 2014)

At the commencement of the second year of the agreement, bargaining unit employees shall receive a thirty cent (\$0.30) increase to their base wage rate or an across-the-board percentage increase that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees for that academic year ("campus wage"), whichever is greater.

Third Contract Year (August 3, 2014 – August 1, 2015)

At the commencement of the third year of the agreement, bargaining unit employees shall receive a twenty-five cent (\$0.25) increase to their base wage rate or the announced campus wage increase, whichever is greater.

Fourth Contract Year (August 2, 2015 – July 30, 2016)

At the commencement of the fourth year of the agreement, bargaining unit employees shall receive a twenty-five cent (\$0.25) increase to their base wage rate or the announced campus wage increase, whichever is greater.

## Signing Bonus

All bargaining unit employees employed by the University as of the date that this Agreement is fully executed shall receive a one-time signing bonus of two hundred dollars (\$200.00) that shall not be added to their base pay. This bonus shall be paid to eligible employees at or near the time that the retroactive pay referenced above is paid.

## Section 4. Wages (Overtime)

- a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (as defined by Federal law) for their classifications for time worked in excess of eight (8) hours per day or forty (40) hours per week. Approved benefit hours in pay status shall be counted as hours worked for purpose of overtime calculation. Overtime may only be performed pursuant to specific supervisory direction.
- b) When mutually agreeable to the Unit Manager and to the employee, any eligible employee may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and one-half  $(1\frac{1}{2})$  hours for each hour of overtime worked. An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule.
- c) The University may require any bargaining unit employee to work mandatory overtime. Barring unexpected or unforeseen circumstances, the University will provide as much advance notice as practicable to employees who are required to work overtime.
- d) In order to facilitate the ability of Dining Services to meet customer demands even in the face of vacancies or absences and in order to reduce or minimize the use of extra-help personnel by the University to meet those needs, the parties have agreed to establish a new classification of employees, specifically "floater" employees, to be added to the bargaining unit. The University may utilize bargaining unit employees holding "floater" positions to fill

in for positions that are vacant due to an emergent need or the temporary or long-term absence, termination, resignation or retirement of a bargaining unit employee. If there are an inadequate number of "floater" employees to perform the work in the vacant positions, the University shall offer any work not covered by the "floater" employees to other available bargaining unit employees within the operating unit who are qualified to perform that work as overtime. If overtime becomes necessary, the overtime work shall be divided as equally and impartially as possible among the eligible employees within the bargaining unit. If any available work cannot be filled through the use of "floater" employees or other bargaining unit employees as overtime, that work then may be offered to extra-help employees. The parties do not intend for "floater" employees to be used in a manner that will result in the reduction or elimination of other permanent bargaining unit positions.

e) During periods of layoff, laid-off bargaining unit employees will be offered available work prior to any non-bargaining unit employee. In such circumstances, guaranteed minimum hours of work shall not apply.

The University shall post on the Union bulletin board within each food service unit and update on a monthly basis the overtime records for employees within that unit. These overtime records shall reflect the number of hours offered to each employee to work overtime both within and outside the unit, the number of overtime hours worked by each employee both within and outside the unit, and the number of hours that were offered but not worked both within and outside the unit. The overtime records shall be maintained on an academic year basis (August 1 through July 31).

## Section 5. Wages (Call-Back)

f)

- a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regular scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in preceding sentence.
- b) Employees who report back upon the Employer's premises at the time specified in the callback, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

## Section 6. Promotional Line Increase

An employee promoted within the promotional line will be moved to the higher step nearest to his/her present rate of pay. When an employee is promoted, the date of promotion becomes the new anniversary date in the promoted class. The promoted employee shall be required to complete two (2) years of creditable service time from his/her date of promotion before progressing to the next higher step, if any, in the longevity schedule.

## Section 7. Job Assignment

Duties will be assigned to Food Service personnel in accordance with Civil Service Statutes and Rules, Section 250.30(b)(1). The Civil Service class specifications shall include class title, function of position, and characteristic duties and responsibilities. When an employee performs the duties of

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a higher rate classification within the bargaining unit for one (1) hour or more, such employee will receive the next highest contract rate for the higher class which provides an increase of at least four percent (4.0%). Such temporary upgrade must be in compliance with State Universities Civil Service System Statute and Rules.

## ARTICLE V BENEFITS

## Section 1. General

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holiday, Vacation and Personal Leave, Retirement and Inter-institutional Reciprocity) will be as set forth in <u>Policy and Rules</u>. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

#### Section 2. Vacation and Personal Leave - Method of Accrual

Each employee covered under this Agreement shall earn vacation and Personal Leave at the rate, which is shown opposite his/her service years in Schedule A.

## SCHEDULE A

Years of Ser Completed	vice	Rate Earned Per Hours of Status Service (Exclusive	<b>Approximate Leave</b> Days Earned in One
At Least	Not more than	of overtime)	Year
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

## Section 3. Meals

The University shall offer a free meal to bargaining unit employees during their designated lunch breaks. Specifically, employees shall be permitted to eat any food selections that are being offered as regular menu selections for the meal being served for the traditional service. Employees may select *a la carte* or catering selections as part of this free meal only if traditional service is not available. To obtain this meal, the employee must have the employee's I-card scanned at the checker station or in the kitchen office. The meal must be eaten in its entirety at the location where the employee is assigned to work, and no food may be taken off of the premises. As a condition of receiving this free meal, the employee may be required to sign a form or forms acknowledging the employee's receipt of the employee handbook for Dining Services, as amended from time to time.

#### Section 4. Work Shoes

As a means of promoting the safety of its workers, the University will provide bargaining unit employees with a pair of work shoes to be worn whenever they are performing work for the University. The University, within its sole discretion, will select the work shoes to be worn and determine the circumstances and frequency with which those shoes may be replaced. The University will seek to accommodate any special footwear needs that are attributable to a known and documented health or medical condition of an employee. A bargaining unit employee may request to be exempted from this provision by submitting a written request to management on a form provided by Dining Services and by providing supporting documentation that shows to the satisfaction of the University that the footwear selected by and purchased independently by the employee meets all safety and appearance standards imposed or established by the University.

## ARTICLE VI

## WORKING RULES AND CONDITIONS

## Section 1. Shift, Workday and Workweek

- a) The shift shall consist of eight (8) hours of work plus one (1) unpaid one-half (½) hour meal period, except for employees covered by this Agreement and working at the Beckwith Center.
- b) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m., Sunday. The full-time work schedule in the workweek shall consist of one (1) eight (8) hour shift during each five (5) days and shall not exceed forty (40) hours of work.
- d) The shift for employees covered by the Agreement and working at the Beckwith Center in the classifications of Head Cook, Cook, Kitchen Helper and Food Service Sanitation Laborer shall consist of ten (10) hours of work plus one (1) unpaid one-half (½) hour meal period.
- e) The workday for employees covered by this Agreement and working at the Beckwith Center in the classifications of Head Cook, Cook, Kitchen Helper, and Food Service Sanitation Laborer is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- f) The workweek for employees covered by this Agreement and working at the Beckwith Center in the classifications of Head Cook, Cook, Kitchen Helper and Food Service Sanitation Laborer is a fixed and recurring period of one hundred sixty-eight (168) hours – seven (7) consecutive twenty-four (24) hour periods – beginning at 12:01 a.m. Sunday. The full-time work schedule in the workweek shall consist of one (1) ten (10) hour shift during each of four (4) days and shall not exceed forty (40) hours of work.

## Section 2. Work Schedule

In areas where seven (7) day operations are required, employees shall receive two (2) consecutive days off except in catering units. Master work schedules and revisions of already posted master work schedules shall be posted as far in advance as practicable, but in no case less than seven (7) days, except for unexpected layoffs due to emergency conditions.

## Section 3. Shift Assignments and Vacancies

When general rescheduling and shift openings occur, employee's requests for shifts will be offered on a seniority basis, as long as such assignments do not interfere with the smooth and efficient operation of the unit.

## a) <u>General Rescheduling</u>

Management will review all master schedules annually. After which, a general rescheduling of work shifts may be undertaken. Notice of the intent to undertake a general rescheduling and all pertinent information shall be communicated to the union as far in advance as practicable, but in no case less than thirty (30) days, except under emergency conditions.

- 1) All work shifts, changed by management to meet operational needs, shall be subject to bid. Possible management changes include, but are not limited to, changes in starting or ending times, days off and/or classification.
- 2) All changed work shifts shall be posted on the union bulletin board, at least fifteen (15) calendar days in advance of the bid date.
- 3) The posting will include location, job classification and hours of work and will remain on the union bulletin board for five (5) calendar days.
- 4) Affected employees will be notified in writing of the change to their work shift and must bid for new assignments.
- 5) Employees whose work shifts do not change may keep their current assignment and not bid, but must notify management of this intent, in writing, at least seven (7) calendar days in advance of the bid date. These shifts will not be subject to bid. This provision, however, shall not apply during a "full bid," in which every employee must bid, necessitated by the opening or closing of a Dining Services facility.
- 6) All remaining work shifts, including unchanged shifts of employees opting to participate in the bid, will be included in the general rescheduling.

## b) <u>Shift openings</u>

- 1) Shift openings result from newly created positions and/or individual vacancies that arise subsequent to a general rescheduling. When shift openings occur, they shall be posted at each facility's union bulletin board for five (5) calendar days. Posting will include location, job classification and hours of work.
- 2) The Employer may permanently adjust an employee's schedule up to one (1) hour earlier or one (1) hour later than the employee's current schedule, subject to operational need. Employees and the Union will receive written notice of any proposed change at least fourteen (14) calendar days in advance. Upon request from the Union, the Employer shall meet with the Union to discuss the reasons for the change.

The University may establish "floater" positions to assist in performing work that is not being met because of an emergent need or a vacancy. Employees in "floater" positions, therefore, may be assigned by the University without restriction to fill in for any absence or vacancy within the bargaining unit, including any vacancy created through the temporary or long-term absence, termination, resignation or retirement of incumbent employees. The number of "floater" positions utilized by the University shall be left to the discretion of the University, but in no event shall that number exceed seven percent (7%) of the total number of employees in the bargaining unit.

Although employees in "floater" positions technically will be classified as cooks and accrue seniority as cooks regardless of the type of work to which they may be assigned, employees in "floater" positions will not be assigned to any particular position or location, but rather may be expected to perform available work as a cook, kitchen helper, snack bar attendant or food service sanitation laborer at any location within Dining Services. The University will train the "floater" employees on how to perform the work expected within those other classifications. In recognition of the varied duties associated with the "floater" position – varied assignment and location" in any job bid or general reschedule. Despite these distinct duties and designation, employees in "floater" positions will be recalled during periods of layoff in the same manner as all other employees within the cook classification.

Work opportunities that arise due to absences or vacancies in bargaining unit positions may be filled by employees in these "floater" positions without first offering the work to other available bargaining unit employees as overtime opportunities. If no "floater" employees are available or if the University elects not to assign a "floater" employee to fill in for a given absence or vacancy, the work opportunity created by that absence or vacancy will be offered to available bargaining unit employees before that work opportunity is assigned to an extra-help employee in accordance with ARTICLE IV, Section 4 of this Agreement.

## Section 4. Absences and Acceptable Medical Evidence

c)

- a) Whenever an employee is unable to report to work as scheduled for any reason, the employee shall notify supervision in accordance with the department's call-in procedures. Management will ensure that all employees are informed in writing of the call-in procedures that must be followed. In the absence of exigent circumstances, any employee who is absent and has failed to provide the proper notification of that absence shall be subject to discipline and have any time missed recorded as an unexcused absence. The determination as to whether the absence shall be treated as excused or unexcused shall be made in accordance with the University's Policy and Rules.
- b) In accordance with the Performance Partnership Program, the supervisor shall discuss attendance/tardiness problem with the employee to attempt to resolve the problem before proceeding to formal discipline.

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- c) If a supervisor has sufficient reason to believe that an employee is abusing sick leave benefits, the supervisor may require that the employee provide acceptable medical evidence ("A.M.E.") to substantiate the reason for the absence. An attendance record indicating a prior abuse of sick leave or a pattern of excessive use (excluding absences resulting from approved leave under the Family and Medical Leave Act ("FMLA"), approved leave provided as an accommodation under the Americans with Disabilities Act ("ADA"), or approved leave attributed to a worker's compensation injury or disease) is deemed sufficient justification for requiring the submission of A.M.E.
- d) Prior to an employee being placed on A.M.E., he/she will be notified in writing by the Employer that such action is under consideration. The Employer reserves the right to verbally notify the employee that he/she must provide A.M.E. when the employer believes that the employee is abusing sick leave for a single absence. An employee who disagrees with placement on A.M.E. status may utilize the grievance procedure.
- e) The status of an employee who has been placed on A.M.E. status shall be reviewed on at least a six (6) month basis, not counting normal lay-off periods. Decisions to remove an employee from the requirement to provide A.M.E. will be dependent on a demonstrated reduction and change in the employee's pattern of sick leave usage.
- f) Upon request, the Employer will provide the employee with a written explanation of reason(s) for requiring the employee to provide A.M.E. The written explanation will be provided within five (5) workdays of the request. An employee who believes the Employer's stated reason for placing him/her on A.M.E. are not justified may utilize the grievance procedure to challenge the Employer's action. The filing of a grievance does not, however, excuse the employee from providing the requested A.M.E. and the employee must respond to the request within five (5) workdays.
- g) In order to ensure compliance with the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), workers' compensation statutes, and similar statutes, the Employer reserves the right to request and collect relevant medical information from an employee or that employee's physician in a manner that is authorized by and consistent with the provisions of those statutes. Accordingly, it may be necessary at times for the Employer (including supervisory personnel) to request and obtain medical information about an employee to determine whether that employee is disabled within the meaning of the ADA, whether a reasonable accommodation exists for a disabled employee, whether the employee has a serious health condition within the meaning of FMLA, whether the employee has sustained a compensable injury, and so forth. Any medical information obtained regarding an employee will be kept confidential and will not be disclosed except to the extent permitted or required under the relevant statutes or an administrative or judicial order.

## Section 5. Health and Safety

a) The Employer has expressed concern for the safety of all employees during the course of their employment. Practicing sound safety measures is strongly encouraged. Supervisors will instruct employees as to the proper safety and lifting procedures and will expect the full cooperation of all employees to assure that injuries are minimized and prevented. The University policy concerning the purchase of safety shoes and safety glasses shall be in accordance with section V/B 11.3 and 11.4 of the Campus Administrative Manual. If

additional safety equipment is required by the department (such as hard hats, protective gloves, goggles, etc.) the Employer will provide this equipment at its own expense. Should an industrial injury require treatment, approved time spent obtaining treatment shall be paid at the employee's straight time hourly rate for time lost during working hours on the day of the accident. The reporting of an industrial injury shall be in compliance with the Workers Compensation and Occupational Disease Act. When accidents or injuries are reported, the Employer will provide the necessary report forms and complete the Employer's section of the form.

- b) Consistent with the Standards set by the Illinois Department of Labor, the Employer shall provide a safe and healthful workplace. Therefore, the Employer agrees to make adequate provisions for the safety and health of employees covered by this contract during the hours of their employment. Appropriate safety rules will be posted in the department. The University will pay the cost of all safety items that it requires its employees to use while on the job. The Union agrees to advise and encourage employees in classifications it represents to use such safety items while on the job. This section is not meant to nullify any other safety equipment program now in existence.
- c) The Employer agrees to abide by applicable State and Federal laws, rules and regulations.
- d) If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the employee shall inform the supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should continue.

If necessary, the matter shall be referred by the supervisor to the Safety and Compliance Division of the University's Facilities and Services Department.

- e) Drug-Free Workplace
  - 1) General Statement

Both the University and the Union place a high priority on providing a safe and drugfree work environment for all employees, students, and visitors. Because the consumption or use of alcohol or other drugs by employees immediately prior to or during their work shift impairs their ability to perform their duties in a safe and proper manner, and thereby, increases the risk that they will harm themselves or others within the workplace, the University and the Union have developed the drugfree workplace policy set forth below, which allows for the drug and alcohol testing of employees under specified circumstances. The purpose of this policy and the drug-testing permitted under that policy is not to monitor an employee's use of alcohol or drugs outside of work, but rather is to ensure that employees are not impaired or under the influence of alcohol or other drugs while at work.

## 2) Prohibitions

Employees shall be prohibited from engaging in any of the following activities while on duty or performing work on behalf of the University at any location: (1) the use or possession of any illegal drugs, alcohol, or prescription medication that has not been prescribed to the employee; (2) being impaired or under the influence of alcohol or any other drugs, whether legal or illegal, that adversely affects the employee's work performance or fitness for duty; (3) the presence of any detectable amount of an illegal drug and/or an alcohol concentration of 0.06 or greater in the employee's system while at work; (4) refusing to submit to or otherwise hindering a drug test permitted under this policy, submitting a sample of someone other than the employee being tested, submitting an altered or adulterated sample, or consuming alcohol or other drugs between the time of an accident and the subsequent post-accident testing; and (5) the manufacture, sale or distribution of any illegal drugs, prescription drugs, or alcohol.

3) Permitted Testing

i) Required Tests

Testing for alcohol/drug use is required under three different situations including:

(a) Post-Accident: Conducted after accidents involving employees whose performance could have contributed to the accident, which results in personal injury that would, typically, require treatment at a medical provider and/or property damage (except incidental damage). The University may rely on the results of breath, blood, or urine tests administered by health officials to determine the presence of alcohol or controlled substances.

(b) Return to Work: Conducted when an employee who has violated any prohibited alcohol/drug conduct standard returns to work.

(c) Follow-up: The employee is subject to at least six unannounced followup tests during the first 12 months after he/she returns to duty.

## ii) Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

(a) Use only a clinical laboratory or hospital facility that is certified and monitored by the Department of Health and Human Services and that has been accredited by the National Laboratory Certification Program (NLCP);

(b) Request that the laboratory or hospital facility conducting the drug testing (testing facility) utilize the test offered by that testing facility that, in the opinion of the testing facility, is the best suited for determining whether the employee has engaged in a prohibited activity, as defined above. Drug testing is conducted by analyzing an employee's urine specimen or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. The analysis is

performed at laboratories for the following drugs: (1) marijuana (THC metabolite), (2) cocaine, (3) amphetamines, (4) opiates (including heroin), and (5) phencyclidine (PCP). The testing is conducted in a two-stage process that entails an initial screening test that is followed by a confirmation test if the initial test reveals the presence of any of the drugs listed above;

(c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No University employee shall be permitted at any time to become a part of such chain of custody;

(d) Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected alcohol concentration;

(e) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;

(f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by NLCP of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the employer in writing within twenty-four (24) hours of receiving the result of the tests;

(g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol;

(h) 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 0.06 be considered positive. An employee who has a confirmed alcohol concentration when tested of 0.06 or greater must be removed from University work activities for 24 hours;

(i) Provide each employee tested with a copy of all information and reports received by Employer in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Employer and other University officials on a strict "need to know" basis. Generally, this could include campus Human Resources staff, Legal Counsel staff, and management staff (including departmental Human Resources staff) in the employee's chain of command. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative

explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;

(j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

## 4) Removal from Duties

i) An employee who is found to have engaged in prohibited alcohol conduct, as referenced in Section 2 (Prohibitions), will be removed immediately from work activities. Such an individual cannot resume work until he/she (1) is evaluated by a substance abuse professional, (2) complies with any treatment recommendations, and (3) tests negative in a follow-up test.

ii) Any employee who has a positive result on the confirmation drug test will not be permitted to resume duties until he/she (1) is evaluated by a substance abuse professional, (2) complies with any recommended rehabilitation, and (3) tests negative in a follow-up drug test.

iii) Employees who must be removed from duties for prohibited conduct involving drugs or alcohol are subject to discipline and/or mandatory rehabilitation program. Referral for substance abuse problems is available through employee assistance and group insurance programs. Employees who are removed from duties due to suspicion of alcohol/drug abuse will be placed on approved leave of absence with pay, pending outcome of testing and determination of appropriate action, in accordance with Article VIII, Performance Management, of this agreement.

5)

## Confidentiality of Test Results

All alcohol/drug testing results and records are maintained under strict confidentiality by the Employer, drug testing laboratory, medical review officer, and, where applicable, the substance abuse professional. Negative and positive drug and/or alcohol test results will be disclosed to the employee's department and other University officials on a "need to know" basis. Such materials will not be released to third parties without the written consent of the employee. Exceptions include any decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

## 6) Refusal to Test

The refusal to test, engaging in conduct that clearly obstructs the testing process, or failure to provide a release will result in the employee being removed from performing duties, not being allowed to perform duties for the University, and may be cause for discipline, including discharge.

## 7) Right to Contest

The Union shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Agreement. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

## 8) Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay or may require the employee to use accumulated sick leave and vacation if, in the opinion of the Employer, the employee is then unfit for duty in his/her current assignment. The Employer shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated sick leave and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol. The foregoing shall not be construed to create an obligation on the Employer to continue to accommodate an employee for subsequent voluntary requests for assistance.

### 9) Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the employer, as provided for in Section 8. The foregoing is conditioned upon:

a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;

b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;

c) The employee completes the course of treatment prescribed, including an "aftercare" plan; d) The employee agrees to submit to (up to) 6 (six) random tests during work hours of work for up to one year;

e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

10) Discharge

The University of Illinois may initiate action to discharge an employee for:

a) Violation of any of the prohibitions of Section 2 above;

b) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;

c) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program (or other legitimate, professionally recognized treatment facility) after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement;

d) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after a previous finding of illegal drug use or improper alcohol use resulting in a sanction less than discharge;

e) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could be constitute a direct threat to the property or safety of the general public.

## Section 6. Temporary Help

During regular periods of employment, the University must first offer available work that is created through vacancies in positions to bargaining unit employees in "floater" positions and then to other bargaining unit employees, as set forth in ARTICLE IV, Section 4 of this Agreement, before offering that work to extra-help employees. During periods of layoff, the University must offer any available work to bargaining unit employees on the basis of seniority before offering that work to extra-help employees.

## Section 7. Required Transportation During Work Hours

If an employee is required to work a catering or food service function at a location that is different from the location to which that employee is regularly assigned, the University will furnish any needed transportation for that employee to and from that other location.

## Section 8. Uniforms and I-Cards/I.D. Badges

- a) Two options are available for obtaining uniforms at the University. Employees with one (1) or more years of service may choose either a rental plan where the Employer pays the cost of the rental, cleaning and repair or the purchase plan which provides for uniforms being purchased by the employer with the repair and cleaning being the responsibility of the individual employee. Employees who choose the purchase plan may not supplement their uniforms with rental uniforms.
- b) The Employer will replace employee I-Cards and I.D. Badges that are damaged or broken through ordinary wear and tear at no cost to the employee. Employees, however, shall be responsible for the cost of replacing any I-Cards and I.D. Badges that are lost, stolen, confiscated or damaged in any manner other than through ordinary wear and tear. The employee will be responsible for paying the replacement cost established by the University's ID Card Center.

#### Section 9. Rest Periods

Each supervisor is responsible for the presence on the job of employees under his/her supervision during his/her scheduled hours of work. Each supervisor may authorize rest periods appropriate to the needs of the operations and the employees involved, but such rest period may not be cumulative, made the basis for a late starting or early quitting time, nor used to extend regularly scheduled lunch periods. A rest period should not exceed fifteen (15) minutes and should not be provided to an employee scheduled for less than one-half ( $\frac{1}{2}$ ) day of work.

## Section 10. Uniform Change Time

All bargaining unit employees are expected to be fully dressed in their respective uniforms and ready to work at their respective work stations at the commencement of their shifts. Employees who elect to change out of their uniforms into street clothes at the end of their shifts will be permitted to cease work six (6) minutes prior to the end of their shifts to change clothes. Regardless of whether an employee elects to change clothes or not, the time for clocking out will be established by the end time for that employee's shift.

## Section 11. Work Opportunities During Layoffs

Bargaining unit employees who are subject to layoff may pursue other employment opportunities available through the University during their layoff. Bargaining unit employees may inquire about any extra-help opportunities that may be available by contacting the Extra Help Services section of the University's Staff Human Resources.

## ARTICLE VII PERFORMANCE MANAGEMENT

## Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be both positive and corrective in nature. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

#### Formal Corrective Action

- a. Work Performance Reminder
- b. Written Reminder
- c. Decision Making Leave

## Discharge

The Employer reserves the right to skip any and all informal and formal steps due to seriousness of infraction or due to pattern of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal Corrective Action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal Corrective Action will be issued as soon as practicable after the Employer became aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than thirty (30) days after the action or event occurred.

The Employer may request an extension of the thirty (30) day time limit and the Union shall not unreasonably deny the request.

The thirty-day clock will stop upon layoff and start again when the employee returns to work after the regular layoff period.

## Section 2. PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be amended from time to time. The Employer shall provide copies to the Union of their guidelines and other materials which are provided to the management for the purpose of proper implementation of the PPP.

## Section 3. Manner of Issuing Corrective Action

Corrective Action will be issued in a private manner so as not to cause unnecessary embarrassment to the employee.

## Section 4. Pre-Disciplinary Meeting and Notification

When the employer is contemplating formal corrective action, a pre-disciplinary meeting will be held. The employer will provide at least seventy-two (72) hours written notice to the employee prior to said meeting, except in cases of emergency, which the employer alone may define. Said notice shall contain date, time and location of meeting, specific reason, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative shall be given the opportunity to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

## Section 5. Notification of Corrective Action

In the event a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, the employer shall promptly furnish the Union through its designated representative (unless requested not to do so in writing), and the employee with written notice of such corrective action and the reasons therefore.

## Section 6. Historical Information

All formal and informal actions will remain as part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below provided the employee has had no other formal corrective action during any of the active time periods. If an employee receives other formal corrective action during an active time period, all formal corrective actions will not deactivate until such time that all formal corrective action time periods have been completed. If a disciplinary action (including discharge) is challenged, management reserves the right to present an employee's entire work history as a means to illustrate the efforts management has undertaken to correct the employee deficiencies, including, but not limited to, all supervisor discussions and all formal corrective actions, regardless of activation status. Deactivated formal corrective actions will not be used to progress the current discipline, including discharge. However, if an employee establishes a pattern (more than three) of infractions, deactivated formal corrective actions may be used to progress the current discipline. Supervisor discussions do not deactivate and will remain a part of an employee's work history.

- a. Work Performance Reminder Six (6) months; provided no other formal corrective action during this time period
- b. Written Reminder Twelve (12) months; provided no other formal corrective action during this time period
- c. Decision Making Leave Twenty-four (24) months; provided no other formal corrective action during this time period

## Section 7. Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.

## ARTICLE VIII PERSONNEL FILES

## Section 1. Official Personnel Files

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

## Section 2. Employee Review of Official Personnel File

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

## Section 3. Employee Notification

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

## Section 4. Necessary to Employment Information

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

## Section 5. Copies of Records

Upon proper request, copies of items in the Employee's personnel file will be provided to the Employee, or his/her designated representative if authorized in writing. The Employee or representative will receive ten (10) copies at no charge with all additional copies to be provided to the Employee at twenty-five  $(25\phi)$  per copy.

## ARTICLE IX SERVICE AND SENIORITY

## Section 1. Service and Seniority

- a) Service and seniority are governed by the rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of <u>Policy and Rules</u>.
- b) Seniority will be determined as prescribed in <u>Policy and Rules</u>. Lesser units are applicable for the classifications covered by this Agreement in the event of any layoff. The recognized lesser units are as established by the State Universities Civil Service System.

- c) Seniority lists will be maintained by Civil Service Class for each place of employment. Seniority lists will be maintained in accordance with Civil Service Rule 250.120 by the Campus Office of Personnel Services for the purpose of layoff and reemployment. Such retention of seniority applies to all job classes during any period of continuous University employment. If an employee fails to satisfactorily complete a probationary period in a new class or is laid off from the class through a reduction in workforce, he/she will be returned to a position in a new class or is laid off from the class, or to another job class in which he/she holds seniority. If an employee has retreat rights to more than one class, the employee will be offered a position in the class, which has the greatest pay potential, subject to appropriate seniority provisions.
- d) A single integrated seniority list will be developed for each classification of catering employees that will be based solely on length of service within that classification without regard to the location to which the employee is assigned. Accordingly, no distinction will be made in terms of whether a catering employee is assigned to the University's Housing Food Stores or to the Illini Union for the purposes of these integrated seniority lists. Recall from layoffs will be based upon these integrated seniority lists.

## Section 2. Rosters

The Employer will provide copies of rosters to the Union by the class and lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

Section 3. Use by Department

Seniority shall be by classification from the date of status appointment. Seniority shall also prevail in regard to layoffs, rehiring and vacation scheduling.

## ARTICLE X GRIEVANCE PROCEDURE

#### Section 1. General Provisions

- a) A grievance is a complaint submitted by either a member of the bargaining unit or the Union that alleges a violation of a specified section or sections of this Agreement. The grievance should identify the individual or representative bringing the grievance. In addition, the grievance typically should contain a brief summary of the facts giving rise to the grievance, the specific contract provisions that allegedly were violated, and the remedy being sought. The Union reserves the right to amend, withdraw or settle any grievance at any time.
- b) Grievances will be processed as set forth in the following sections of this Article. This includes employee grievances filed under the provisions of 115 ILCS 5/3(b) of the Illinois Educational Labor Relations Act.
- c) All grievances are controlled by provisions of paragraph "b" of this Section 1, except that grievances relative to discharge and demotion are controlled by the provisions of Section 4 of this Article.

d) Time spent in handling grievances (including investigation) by the grievant and/or his/her representative, if the representative is a University employee, shall be with full pay at the basic straight time wage or salary rate only for time spent during the regular workday or shift. Paid time will not be allowed for time spent in grievance handling outside the regular shift. In no case, however, shall any employee leave his/her post of duty without the knowledge of and permission from his/her designated supervisor, which permission shall normally be given subject to emergency exception.

## Section 2. Time Limits to File

A grievance must be filed with the Employer within thirty (30) calendar days following the date the grievance is alleged to have occurred or within thirty (30) calendar days after the employee should reasonably have known of the occurrence leading to the grievance. An earnest effort shall be made by both parties to settle grievances promptly at the earliest step, in accordance with the following procedure.

## Section 3. Procedures

A grievance normally will be processed in accordance with the procedure set forth below. If the Union believes, however, that a particular grievance raises issues that cannot be decided by or has implications beyond a certain department, the Union may submit a request to the Chancellor's designee to have the grievance initially heard at that level. If that request is granted, the grievance will not be considered at the lower levels, but rather will be submitted directly to the Chancellor's designee for review.

- a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The supervisor shall respond within two (2) calendar days from this grievance meeting. The Union Steward may attend this grievance meeting.
- b) If either the grievant or the Union elects to appeal the supervisor's decision, the grievance shall be reduced to writing and submitted to the Director of the Department within seven (7) workdays from the date of the grievance meeting with the immediate supervisor.
- c) The Director of the Department, or his or her designee, shall review the grievance and typically respond in writing to the grievance within seven (7) workdays after receiving the grievance. This response will constitute the final position of the Director of the Department. If the Director determines that a grievance has implications beyond that department or should otherwise be addressed at a higher level, the Director within his or her discretion may forward the grievance directly to the Chancellor's designee to review and decide the grievance instead.
- d) If the grievant or the Union wishes to appeal from the decision of the Director of the Department, or his/her designee, it shall do so, in writing, within seven (7) workdays after the Director of the Department's decision is received or due. The appeal shall be directed to the Campus Chancellor, or his designee.
- e) The Campus Chancellor, or his/her designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his/her designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) workdays after receipt of the appeal if no hearing is conducted, or within twenty-one

(21) workdays from the close of any hearing which is conducted by the Campus Chancellor, or his designee. If a hearing is requested, the Chancellor's designee will seek to schedule that hearing within fifteen (15) workdays after receiving that request, taking into consideration the respective schedules of the intended participants.

- f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his/her designee, it shall do so, in writing, within seven (7) workdays after the Campus Decision is received or due. The appeal shall be directed to the Director of Human Relations and Equal Opportunity in the Office of the President of the University.
- g) The Director of Human Relations and Equal Opportunity or his/her designee, will review and investigate the grievance in its entirety. This investigation may include (in Director of Human Relations and Equal Opportunity designee's discretion) conducting a hearing to determine all relevant facts. All parties to the grievance to support their position. If a hearing is requested, the University Office for Human Resources – University Administration will seek to schedule that hearing within fifteen (15) workdays after receiving that request, taking into consideration the respective schedules of the intended participants. If a hearing is conducted, the Director, or his/her designee, will issue a written decision on the grievance within fourteen (14) workdays from the date of the hearing. If no hearing is conducted, the Director of Human Relations and Equal Opportunity, or his/her designee, will issue a decision within ten (10) workdays from receipt of the appeal.
- h) If the grievant of the Union wishes to appeal from the Director of Human Relations and Equal Opportunity, or his/her designee, it shall request mandatory arbitration, in writing, within seven (7) workdays from date of receipt of the decision. The written request shall be directed to the Executive Director and Associate Vice President for Human Resources.
- i) The foregoing time limits may be extended by mutual agreement. Time limits shall not include the shutdowns of kitchens, or extended holiday periods of over three (3) days.
- j) A workday is defined as Monday through Friday, excluding holidays.

## Section 4. Appeals of Demotion or Discharge (Special Procedure)

An employee who has been served written charges for discharge or demotion by the University may challenge that action by either:

- a) filing a written request for a hearing before the Merit Board within fifteen (15) calendar days after being served with written charges for discharge as set forth in the Statute and Rules for the State Universities Civil Service System, or
- b) submitting a written request for arbitration that is signed by a Union official to the University's Executive Director and Associate Vice President for Human Resources within fifteen (15) calendar days after being served with the written charges as set forth in this Agreement.

The University will advise the employee in writing of these two (2) options and the need to select which option, if any, the employee wants to pursue when serving the written charges on the employee. The employee must select which option, if any, the employee wants to use to challenge the written charges within the fifteen (15) day period following service. Within that fifteen (15) day

period, the employee may revoke his or her prior selection of one option and select the other option. The employee will be restricted to whatever option is selected as of the end of that fifteen (15) day period and will be limited to whatever remedies may be offered through that forum.

## Section 5. Arbitration

- a) When the Executive Director and Associate Vice President for Human Resources receives a written request for Arbitration then a joint request executed by the Employer and the Union will be submitted to the Federal Mediation and Conciliation Service. This joint request will be for a panel of seven (7) arbitrators. The Arbitrator will be selected from this panel within fifteen (15) calendar days. The Employer and the Union shall alternately strike six (6) of the seven (7) names provided that each party retains the right to reject one (1) panel in its entirety prior to the first strike. The remaining name shall serve as Arbitrator.
- b) If the Arbitrator is unavailable or declines to serve, the foregoing procedure shall be repeated.
- c) Cost of arbitration, including the fee of the Arbitrator, shall be equally divided between the Employer and the Union, except that each party will be responsible for expenses incurred for presentation of its own case. Costs incurred for the services of a court reporter and production of a transcript will also be equally divided between the Employer and the Union; however, refusal by either party to share these costs shall prohibit that party from obtaining any transcript of the Arbitration Hearing.
- d) The Arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee.

(This Article represents a deviation from <u>Policy and Rules</u>.)

## ARTICLE XI NO STRIKE OR LOCKOUT

## Section 1. No Strike

During the term of this Agreement there shall be no strike, work stoppages, or slowdowns. The Business Representatives of the Union shall not authorize, institute, instigate, aid or condone any such activities.

#### Section 2. Employer/Employee Rights

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

## Section 3. No Lockout

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

## ARTICLE XII LABOR/MANAGEMENT CONFERENCES

The Union and the University mutually agree that in the interest of harmonious employee relations, it is desirable that meetings be held between representatives of the Union and representatives of the University; such meetings to be referred to as "Labor-Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, impacting the quality or effectiveness of the department's operations or creating safety concerns, may be considered. However once a grievance has been written, such meetings shall be exclusive of the grievance procedure provided in ARTICLE X and formal grievances shall not be considered at such meetings.

Either the Union or the University may request a Labor-Management Conference, which will occur at a mutually agreed upon time within ten (10) working days after said request. Any such Labor-Management Conference will be scheduled by the University's Labor and Employee Relations Section and the Union. A representative of the Labor and Employee Relations Section will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda of the issues to be discussed prior to the scheduled conference. Each party will be allowed to have a reasonable number of representatives at the conference, and attendance by employees at such conferences during the employee's regular scheduled working hours shall be without loss of pay. Employees must receive advance approval to participate in and/or attend such conference.

## ARTICLE XIII DUES DEDUCTION AND FAIR SHARE

#### Section 1. Dues Deduction

- a) Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.
- b) Bargaining unit employees may elect to voluntarily participate in the Union's Committee on Political Education program through authorized payroll deductions in amounts selected by the employee.

## Section 2. Fair Share

Pursuant to 115 ILCS 5/11 of the Illinois Educational Relations Act, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of the Article, of if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is

changed by action of the I.E.L.R.B. or unless a majority of the members of the bargaining unit no longer have authorized deductions under Section 1 of the Article; in which event such involuntary deductions will cease. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this Article.

#### Section 3

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules are incorporated in the Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

## Section 4

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account on <u>bona fide</u> religious tenets or teachings of a church or religious body which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

#### Section 5

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs, arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of the Article in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article, including any charge that the Employer failed to discharge any duty owned to its employees arising out of the Fair Share deduction.

#### Section 6

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

## Section 7

In the event that the I.E.L.R.B. Rules referred to in Section 3 of this Article lapse or become inoperative for any reason, then the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

## ARTICLE XIV PARKING

Bargaining unit employees who elect to purchase a parking permit for daytime parking will be required to pay the same parking rates, as amended from time to time, that are offered to other University employees as part of the University's general parking fee rate structure or a fee that is equivalent to eight-tenths of one percent (0.8%) of their annual base salary, whichever is less. Part-time employees who elect to purchase a parking permit will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable) and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees.

Bargaining unit employees who do not want to be charged for a parking permit during the summer layoff may elect to return their parking permit to the University's Parking Department and submit the necessary paperwork to stop their pre-tax payroll deductions for parking fees prior to the commencement of the summer layoff. Employees who make this election within the requisite time frame imposed by the University will not be assessed any parking fees during the summer layoff. Such employees will be required to pay the requisite parking rates set forth above only from the time that their parking permit is issued to them until the time that they return the permit along with the necessary paperwork to stop their deductions. The extent to which the employee will be guaranteed a parking spot in their previously held lot assignment following the summer layoff will depend upon the parking lot to which they previously were assigned. While bargaining unit employees can be guaranteed a parking spot in their previously held lot assignment following summer layoff if that lot historically was operated by the Housing Division, a parking spot in the previously held lot assignment cannot be guaranteed if that lot historically has been operated by the Parking Department.

Bargaining unit employees assigned to floater positions will be permitted to use service parking tags purchased and retained by Dining Services that may be used in conjunction with their personal parking permit whenever they are called upon to perform work at different locations on campus.

## ARTICLE XV PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

#### Section 1. Period Covered

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., July 22, 2012 with wage rates effective as set forth in Appendix "A" of this Agreement and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m., midnight, July 30, 2016. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to its expiration date of desire to modify or terminate it, in which event negotiations will be undertaken within thirty (30) days.

#### Section 2. Commencement of Negotiations

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

## Section 3. Status During Negotiations

Once the notice called for in Section 1 above has been given, this agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

IN WITNESS WHEROF, the Parties have hereunto affixed their hand on or about this <u>lb</u> day of May 2013.

## SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73/CHAPTER 119

b. ... \$5/4/0 President

Business Agent

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# THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By:

Walter Knorr, Comptroller

APPROVED: <u>Multern</u> M. Parks, Associate Vice President for Human Resources

Elyne/G. Cole, Associate Provost for Human Resources

Chief Negotiator

APPROVED AS TO LEGAL FORM:

7/13 fice of Universi

## APPENDIX A to the AGREEMENT by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73/CHAPTER

#### **119 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION**

#### **Dining Services**

#### WAGE RATES AND EFFECTIVE DATES

*Effective 7/22/12 through 7/20/13* (following the across-the-board increase)

Head Cook	0-2 years 2-4 years Over 4 years	\$17.11 (Step A) \$18.28 (Step B) \$19.20 (Step C)
Cook	0-2 years 2-4 years Over 4 years	\$13.41 (Step A) \$15.29 (Step B) \$17.99 (Step C)
Kitchen Helper and Cashier	0-2 years 2-4 years Over 4 years	\$12.30 (Step A) \$14.36 (Step B) \$16.24 (Step C)
Snack Bar Attendant	0-2 years 2-4 years Over 4 years	\$12.44 (Step A) \$14.60 (Step B) \$16.60 (Step C)
Food Service Sanitation Laborer and Pot Washing Machine Operator	0-2 years 2-4 years Over 4 years	\$12.58 (Step A) \$14.79 (Step B) \$16.93 (Step C)
Food Service Area Supervis	or	\$16.51

Floater Position – the wage rate will be determined based upon the type of work to which the floater is assigned. If the floater is assigned to fill in for a cook, the floater will be paid the entry level rate (Step A) for cooks, which is \$13.41 per hour, regardless of the employee's length of service. If the floater instead is assigned to perform work traditionally performed by kitchen helpers, snack bar attendants or food service sanitation laborers, the floater will be compensated in accordance with the rates set forth below:

0-2 years	\$12.86 (Step A)
2-4 years	\$14.83 (Step B)
Over 4 years	\$17.12 (Step C)

## Memorandum of Understanding

## Formation of Committee

During the course of negotiations, SEIU Local 73 expressed concern that the University was seeking to erode bargaining unit work through the use of extra help employees and student workers and also expressed concern about the manner in which the University scheduled leaves and overtime. The University, in turn, expressed concern about the rate of absences among bargaining unit employees, which the University maintains is what is creating the need for temporary help. The parties agree that they will continue to work together in a mutual effort to address these concerns. Towards that end, the parties agree to develop a committee comprised of both management members and union members to review and recommend ways to resolve the issues relating to absenteeism, the use of temporary employees, and the manner in which the University schedules leaves and overtime. This committee will be formed within thirty (30) days following the full execution of the Agreement.

As agreed upon by:

SEIU Local 73/Chapter 119

Date

University of Illinois at Urbana-Champaign

5/20/11

Date

## Memorandum of Understanding

## **Restricted Absence Days**

The following confirms the terms of the agreement reached between the Service Employees International Union ("Union"), Local 73, Dining Services Unit, and the University of Illinois at Urbana-Champaign ("University") regarding Restricted Absence Days.

- a) The Union and the University agree that the following workdays traditionally create a heavy demand for dining services employees, and that the University, as such, may require any bargaining unit employee who is absent from work on sick leave on any of the days designated below ("Restricted Absence Days") to provide Acceptable Medical Evidence ("AME"), as defined within the parties' collective bargaining agreement:
  - the first workday immediately following any layoff period;
  - the last workday immediately preceding any layoff period;
  - the first day of classes each semester; and
  - the Saturday during Homecoming weekend.
- b) If the only reason for requiring AME for a particular date is the designation of that date as a Restricted Absence Day, the University will not be required to provide any further explanation to the employee or the Union as to the need for the AME.
- c) At the beginning of each academic year, the University will inform all bargaining unit employees of the exact dates on which these Restricted Absence Days will occur during that academic year by posting the dates on a bulletin board in the employees' work areas or by disseminating the information through some other means and by forwarding a copy of that posting to the Union.
- d) The University will consider its operational needs in determining whether to grant any requests for vacation or personal leave on the designated Restricted Absence Days.
- e) This provision on mandatory attendance days does not alter any of the University's current policies, rules or practices or any provisions of the parties' collective bargaining agreement relating to the University's ability to require AME under other circumstances.

Date

As agreed upon by:

all 3/Chapter 119

SEIU Local

University of Illinois at Urbana-Champaign

5/20/11

5725

Date

## Memorandum of Understanding

## Recall During Temporary Layoffs

The following confirms the terms of the agreement reached between the Service Employees International Union ("Union"), Local 73, Dining Services Unit, and the University of Illinois at Urbana-Champaign ("University") regarding the recall of bargaining unit employees during periods of temporary layoff.

If work customarily performed by members of the bargaining unit becomes available during temporary periods of layoff, the Employer will offer that work to the laid-off bargaining unit employees based upon their total seniority within the classification for which the work is available, without regard to the current classifications of the employees. The employees' seniority will be determined in accordance with the State Universities Civil Service Act and any implementing rules or regulations in effect at the time of the recall. Employees who are recalled will be paid for the work performed at the wage rate offered to employees within the classification for which the work is available, regardless of the employee's current classification, and will be guaranteed a minimum of at least two (2) hours of work.

Employees who are recalled to perform catering work or work customarily performed by students will be paid for that work at their regular wage rate.

As agreed upon by:

SEIU 3/Chapter 119

5/25/11

Date

University of Illinois at Urbana-Champaign

5/20/11

Date