

# **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 25, 2010 through July 21, 2012**

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

### DINING SERVICES

Effective from July 25, 2010 through July 21, 2012

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 Policy and Rules for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service function of the University.

## **ARTICLE II LIMITATIONS**

### Section 1. Limitations

- a) This agreement is subject to 1) applicable Federal and State laws 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 Policy and Rules as they exist on the effective date of this Agreement, or as amended, each of which is incorporated herein by reference.
- b) In the event of conflict 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 Employer recognizes the Union as the exclusive representative for all negotiable matters pertaining to wages, hours, and terms and conditions of employment for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System of Illinois and employed by the Employer at Urbana-Champaign, Illinois.

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

But excluding those excluded employees as set forth in 115ILCS 5/2(b) of the Illinois Educational Labor Relations Act.

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

#### 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 statutes.

#### 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) A Union steward, with permission of his/her designated supervisor and/or proper authorities, may leave his/her assigned work to investigate a grievance or to present matters according to this Agreement or Policy and Rules. The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the Employer during paid work hours.
- b) The Employer 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. The Union shall advise the Employer in writing whenever any of these positions are assumed by a different individual.

## 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¢) 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 Policy and Rules, Policies #15 and #17.

#### Section 13. Time Off for Union Functions

- a) Authorized Union representatives will be allowed time off without pay to attend Union functions to the extent permitted by department operations, as determined by the Employer. In the absence of exigent circumstances, such representatives must provide the Employer with a minimum of seven (7) calendar days advance notice. The representatives shall be allowed to use any vacation or compensatory time that they have accumulated in lieu of taking time off without pay.
- b) The Union shall be permitted once each calendar quarter to conduct a one-half (½) hour orientation program for newly hired Union employees during regular working hours at a time mutually agreed to by both the Employer and the Union. Attendance at this orientation program shall be 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.

### **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

### a) First Contract Year (7/25/2010 – 7/23/2011)

Except as otherwise provided within this Agreement, employees in the bargaining unit will continue to be paid wages at rates currently in effect through the end of the first year of this Agreement.

### b) Second Contract Year (7/24/2011 – 7/21/2012)

All employees in the bargaining unit shall receive an across the board percentage increase of 1.75% or the 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 (civil service pay adjustment increment) for the 2011-2012 academic year, whichever is greater.

### c) Equity and Settlement Adjustment

All employees in the bargaining unit as of the date of ratification shall receive an across the board percentage increase of 1% (one percent) effective to the beginning of the first contract year, as an equity adjustment and in full settlement of any and all grievances, arbitrations, unfair labor practice charges or complaints, FOIA requests, and other requests for information brought by the Union or any of its members or representatives against the University that are pending as of or could have been brought prior to April 16, 2011. The Union shall immediately take whatever action is necessary to withdraw or dismiss all such matters. The University shall make any retroactive payment within forty-five (45) days following the full execution of this Agreement.



#### 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 (1½) 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 Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases or emergency which the Employer alone may define.
- d) Overtime shall be divided as equally and impartially as possible among eligible employees. Effective January 14, 2008, overtime opportunities shall not be assigned to employees outside of the bargaining unit. In the event all available bargaining unit employees within the operating unit refuse the overtime opportunity, it will be offered to bargaining unit members outside the operating unit. If the overtime is refused by those bargaining unit members, the Employer may offer the overtime outside the bargaining unit.

Varsity Room employees within the bargaining unit are not under the jurisdiction of Dining Services, and therefore, Varsity Room overtime will be distributed within that department.

- 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.
- f) Overtime records in each food service unit in University Housing exclusively shall be posted on the Union Bulletin Board and updated on a monthly basis by the Employer. Overtime records shall indicate the number of overtime hours offered to each employee in or out of the unit, the number of overtime hours worked by each employee in or out of the unit, and the number of overtime hours offered but not worked by each employee in or out of the unit. Overtime records shall be maintained on a fiscal year basis (July 1 – June 30).

#### Section 5. Wages (Call-back)

- 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 call-back, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned

by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 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 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 Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

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

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

**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) General Rescheduling

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.
- 6) All remaining work shifts, including unchanged shifts of employees opting to participate in the bid, will be included in the general rescheduling.

b) Shift openings

- 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.

Section 4. Absences and Acceptable Medical Evidence

- a) When an employee is unable to report to work, it is the responsibility of the employee to see that his or her supervisor is notified prior to the beginning of his or her regularly scheduled shift. Supervisors will determine whether or not an absence is excused or unexcused in accordance with Policy and Rules. Such determination shall not be applied in a disparate or discriminatory manner.

- 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.
- 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 drug-free 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 drug-free 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 follow-up 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 "after-care" 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

It is agreed that temporary help, as defined by Civil Service Rules, will not be used when permanent employees on layoff are available for employment in their lesser units.

#### Section 7. Required Transportation During Work Hours

In case of catering or other Food Service functions to be performed at places other than the employee's normal work area for periods less than the employee's normal work day, it is acknowledged to be management's responsibility to furnish transportation to and from the normal work area to the special 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 (½) day of work.

## Section 10. Uniform Change Time

An employee who elects to change from his/her uniform to street clothes before leaving the work site may cease work six (6) minutes before the end of his/her shift to perform such change. Clock out time will be as established by an employee's shift ending time, whether the employee elects to change clothes or not.

# **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¢) 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 Policy and Rules.
- b) Seniority will be determined as prescribed in Policy and Rules. 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.

## 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) Definition – A grievance is defined as a complaint by an employee or the Union which alleges a violation of a section or sections of this Collective Bargaining Agreement.
- 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) 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 the grievant or the Union wishes 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 shall study the grievance and respond in writing within seven (7) workdays. This response will be the final position of the Director of the Department.
- 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.
- 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 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 and who wishes to challenge such action may elect either:

- a) To follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Ch. VI, Sec. 250.110(e)(1) through (7) Discharge or (f)(1) through (3) Demotion or;
- b) File a grievance which appeals such action to arbitration by notifying the University's Executive Director and Associate Vice President for Human Resources of a desire to do so, in writing, within fifteen (15) calendar days after the serving of the written charges by the Employer. Such appeal must be signed by an official of the Union. Thereafter, the Union may submit the appeal to an arbitrator who is selected as set forth in Section 5 (a) below.

The Employer will notify the employee of these two (2) options at the same time the written charges are served.

If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance procedures set forth in this Article of the collective bargaining agreement with respect to the said discharge or demotion. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

#### 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 Policy and Rules.)

**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  
QUALITY IMPROVEMENT COMMITTEE**

Section 1. Quality Improvement

The Union and the Employer specifically agree that it is advantageous to review work practices and structures performed on the job and to search for new and improved methods or structures. To accomplish this, the Union and Employer will form Quality Improvement Committees. The size of the committee will be determined by mutual agreement. Both the Union and the Employer shall have sole authority of who shall be their representatives. Committee meetings would be scheduled at least once each semester by the Employer. Meetings may be scheduled more often or waived by mutual agreement. Attendance by employees to these committee meetings during the employees' regularly-scheduled working hours shall be an approved event without a loss of pay or benefits.

**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, or 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 bona fide 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 owed 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**

Throughout the duration of this Agreement, bargaining unit employees who elect to purchase parking passes 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 or a fee that is equivalent to eight-tenths of one percent (0.8%) of their respective annual base salary, whichever is less. Part-time employees who elect to purchase parking passes 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.

## **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 25, 2010 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 21, 2012. 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 WHEREOF, the Parties have hereunto affixed their hand on or about this 20<sup>th</sup> day of May 2011.

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

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

Christopher Boardman RB  
President

Paul Baldo  
Business Agent

Maria A. Robinson

Jeff Huns

Maureen K. Powers

Myra King

Dana Gary

Paula J. Jordan

Tamara B. Honey

Michael R. Martin

Michael R. Martin

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By: Walter K. Knorr  
Walter K. Knorr, Comptroller

ATTEST: Michele M. Thompson 6/13/11  
Secretary, Michele M. Thompson

APPROVED: Maureen M. Parks  
Maureen M. Parks, Executive  
Director and Associate Vice  
President for Human Resources

Elyne G. Cole  
Elyne G. Cole, Associate Provost for Human  
Resources

C. J. [Signature]  
Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature]  
Office of University Counsel

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 7/25/10 through 7/23/11*

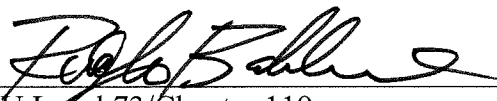
<u>Head Cook</u>	0-2 years	\$16.13 (Step A)
	2-4 years	17.26 (Step B)
	over 4 years	18.16 (Step C)
<u>Cook</u>	0-2 years	\$12.53 (Step A)
	2-4 years	14.36 (Step B)
	over 4 years	16.98 (Step C)
<u>Kitchen Helper and Cashier</u>	0-2 years	\$11.46 (Step A)
	2-4 years	13.46 (Step B)
	over 4 years	15.28 (Step C)
<u>Snack Bar Attendant</u>	0-2 years	\$11.59 (Step A)
	2-4 years	13.69 (Step B)
	over 4 years	15.63 (Step C)
<u>Food Service Sanitation</u>		
<u>Laborer</u>	0-2 years	\$11.73 (Step A)
<u>&amp; Pot Washing</u>	2-4 years	13.87 (Step B)
<u>Machine Operator</u>	over 4 years	15.95 (Step C)
<u>Food Service Area Supervisor</u>		\$15.54

**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

5/25/11  
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.

As agreed upon by:

  
SEIU Local 73/Chapter 119

5/25/14  
Date

  
University of Illinois at Urbana-Champaign

5/20/11  
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 Local 73/Chapter 119

5/25/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
University of Illinois at Urbana-Champaign

5/20/11  
\_\_\_\_\_  
Date

UNIVERSITY OF ILLINOIS  
AT URBANA-CHAMPAIGN

Personnel Services Office  
52 East Gregory Drive  
Champaign, IL 61820

Labor & Employee Relations  
(217) 333-3105  
fax - (217) 244-7304

May 29, 1998

Ms. Inna L. Ryan  
Business Agent, Local 119 S.E.I.U.  
1606 Willow View Road, Suite 2A  
Urbana, Illinois 61802

RE: Assignment of Previous Lesser Unit Food Service Employees to  
the Illini Union During Customary Breaks and Layoff Periods

Dear Ms. Ryan:

The undersigned hereby acknowledge the following agreement reached in our meeting of May 22, 1998  
relative to the procedure for assigning Food Service employees to work at the Illini Union during  
customary layoff and break periods:

"The current general seniority for Housing Food Service employees, effective January  
26, 1998 will prevail. However, in the event there is a need at the Illini Union, for  
example during summer and customary break periods, the former employees of the  
Illini Union will be called back based on their prior seniority at the Illini Union as  
accrued up to January 26, 1998."

Very Sincerely,

*Charlie Johnson*  
Charlie Johnson  
Deputy Director

For Local 119 S.E.I.U.

For the University of Illinois  
Personnel Services Office

*Inna L. Ryan* 5/29/98  
Inna L. Ryan Date

*Charlie Johnson* 5/29/98  
Charlie Johnson Date

*Elyse Cole* 5/29/98  
Elyse Cole Date

Approved as Supp. # 1 to FSW 2002-2006 contract.

KJK  
7/23/02

DEA  
7/23/03

**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 7/24/11 through 7/21/12*

<u>Head Cook</u>	0-2 years	\$16.61 (Step A)
	2-4 years	\$17.78 (Step B)
	over 4 years	\$18.70 (Step C)
<u>Cook</u>	0-2 years	\$12.91 (Step A)
	2-4 years	\$14.79 (Step B)
	over 4 years	\$17.49 (Step C)
<u>Kitchen Helper and Cashier</u>	0-2 years	\$11.80 (Step A)
	2-4 years	\$13.86 (Step B)
	over 4 years	\$15.74 (Step C)
<u>Snack Bar Attendant</u>	0-2 years	\$11.94 (Step A)
	2-4 years	\$14.10 (Step B)
	over 4 years	\$16.10 (Step C)
<u>Food Service Sanitation Laborer &amp; Pot Washing Machine Operator</u>	0-2 years	\$12.08 (Step A)
	2-4 years	\$14.29 (Step B)
	over 4 years	\$16.43 (Step C)
<u>Food Service Area Supervisor</u>		\$16.01