AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73/CHAPTER 119

DINING SERVICES

September 1, 2024 through August 28, 2027

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and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73/CHAPTER 119

DINING SERVICES Effective from **September 1, 2024 through August 28, 2027**

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

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 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	Culinary Worker IV (Head Cook)
Culinary Worker III (Cook)	Culinary Worker II (Kitchen Helper)
Food Service Sanitation Laborer	Food Court/Snack Bar Attendant
Laundry Worker	Wait Staff

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

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 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, civil union 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 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 rights of the Employer include, but are not limited to, the following: to determine the mission, policies and all standards of service offered by the University; to plan, direct, control and determine all the operations and services of the University; to determine the places, means, methods and number of personnel needed to carry out the University's mission; to manage, supervise, and direct the workforce; to establish the qualifications for employment and to employ employees; to schedule and assign work as the University deems appropriate; to schedule and assign overtime; to make, alter and enforce rules, regulations, orders and policies; to discipline and discharge employees as necessary; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to determine the size and composition of the workforce, including reductions in force; and to evaluate performance.

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/their 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 civil service 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.

The Employer shall provide to the exclusive representative, including their agents and employees, reasonable access to employees in the bargaining units they represent. This access shall always be conducted in a manner so as not to impede normal operations.

Access includes the following:

(1) the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without loss of pay or leave time of employees or agents of the exclusive representative;

(2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without loss of pay or leave time of employees or agents of the exclusive representative.

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, negotiation sessions, or Performance

Partnership Program trainings for employees covered under this Agreement 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. Union representatives employed by the University will be allowed fifteen (15) minutes to travel to and adequate time to travel from meetings outside their regularly assigned worksites.

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, one Sergeant at Arms and up to three (3) Chief Stewards) 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 predisciplinary 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. A Chief Steward who is allowed to
"cross-over" must remain a Chief Steward for a period of at least six (6) months.

e) The Union will be permitted conduct an up to one (1) 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. Such orientation sessions will occur within the first two (2) weeks of employment, and will take place on the employer's premises unless an alternate time and location are otherwise mutually agreed to by the Parties. Attendance at this orientation program shall be strictly voluntary and without the loss of pay. One University employee who is a representative of the Union will be authorized to attend such orientation sessions of up to one (1) hour each without loss of pay. The Union is responsible for organizing and scheduling the orientation. The University will work with the Union to provide a meeting a location as well as date and time, for the orientation upon request and subject to operational needs.

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 union shall have the right to use the facility mailboxes to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative.

Postings on bulletin boards and mail in the mailboxes shall not be political, partisan or defamatory in nature.

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 may request to use University facilities for Union activities on the same basis as other Registered Organizations consistent with the provisions of the Illinois Educational Labor Relations Act.

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/their representative when requested in writing.

Section 11. Bargaining Unit Information

a) On a monthly basis, the Employer will provide the Union, in electronic 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) On a monthly basis, the Employer will provide the Union with a list of bargaining unit members showing name, campus address, current classification, full time equivalent (FTE) percentage, assigned department, home address, home and cellular phone numbers (if available), work and personal email addresses (if available), anniversary date of hire and anniversary date. Such information will be furnished in Excel or another mutually agreed upon digital file format.

Two times per calendar year, the University shall provide seniority rosters to the Union; which shall include seniority tiebreakers.

c) 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 Labor and Employee

Relations Section of Illinois Human Resources, except that Union officials may request such basic information as overtime rosters, vacations signups, work schedules, and unit/department policies from the appropriate human resources official. 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.

The University shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) to an entity that is not a party to this Agreement.

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. Emergencies

The University shall notify the union of the University's response to emergency situations.

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.

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

Effective the first pay period following effectuation of this agreement, bargaining unit employees shall receive a one dollar ($1.00) 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") under the terms established for that program, whichever is greater.

Effective August 31, 2025, bargaining unit employees shall receive a ninety cent ($.90) increase to their base wage rate or the announced campus wage increase under the terms established for that program, whichever is greater.

Effective August 30, 2026, bargaining unit employees shall receive an eighty-five cent ($.85) increase to their base wage rate or the announced campus wage increase under the terms established for that program, 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 three hundred dollars ($500.00) that shall not be added to their base pay.

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, an 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/their weekly work schedule.

Overtime shall be distributed as equitably as practicable. In order to accomplish this, overtime opportunities shall be offered first to employees assigned to the same unit of distribution (home hall, Housing Food Stores, etc.) within the classification, starting with the employee who has been offered the least number of overtime hours and working in order to the one with the most.

If a volunteer for the overtime opportunity is not found by the above method, the overtime shall be offered next to employees within the classification, in other units of distribution, also in order starting with the employee who has been offered the least number of overtime hours.

Once an employee has accepted to work overtime, the shift will become a part of the employee's schedule for that week. With the exception of illness/injury or an unforeseen inability to report to work, an absence will be recorded as 'unexcused', and handled in accordance with normal departmental attendance practices. However, an employee will be allowed to cancel a 'voluntary' overtime assignment (without incurring an unexcused absence), if cancelled within 24-hours of the start of the overtime assignment.

When calling the employee, during work hours, Management shall call the work phone; if the employee is unable to take the call or respond within 15 minutes of the request the staffing office will proceed to the next employee. If, however, it is discovered that the reason the employee did not respond is Management error, the employee shall be paid for the overtime opportunity missed.

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) 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.

e) The University shall post on the Union bulletin board within each food service unit and update on a bi-weekly 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)

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/they 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/their 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/their 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/their service years in Schedule A.

SCHEDULE A

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

An employee may accumulate at his/her/their then current earnings rate an amount of Leave equal to that earned in two (2) service years but upon reaching this accumulation will cease to earn Leave except as the accumulation is reduced.

In determining whether to give such approval, the department will take into account staffing requirements needed to ensure necessary continuity of operations. Where the need for such Vacation and Personal Leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advance approval, the employee may be granted post-approval.

Leaves for vacation purposes will be arranged with due regard for operating needs of the University. Each Department Head is responsible for vacation scheduling within his/her/their department that will best meet and reconcile University work requirements with vacation preferences of employees. Vacation and Personal Leave may be taken in tenth-hour increments.

Department Heads and/or their designees can only approve vacation usage up to the amount accumulated by an employee. An employee cannot borrow from, use, or loan another employee earned benefits (e.g., vacation, sick leave).

Upon termination of employment, an employee shall be paid for any Vacation and Personal Leave accumulated as of his/her/their last scheduled workday. The effective date of the termination is the last day worked and is not extended by payment of the Vacation and Personal Leave benefit.

When utilizing Vacation and Personal Leave, an eligible hourly employee will be paid his/her/their hourly rate for his/her/their regularly scheduled hours of work (permanently assigned shift) exclusive of overtime or other premiums. Vacation and Personal Leave will be paid to a salaried employee at his/her/their regular salary rate. In the case of employees who regularly are assigned to work at multiple rates in the same class, special benefit wage rates may be developed but require the advance approval of the Executive Director of Labor and Employee Relations and the Associate Provost for Human Resources

Employees in a status position may be granted Vacation and Personal Leave prior to the completion of a probationary period. If the employee terminates employment before completing the probationary period, he/she/they will not be charged for the time taken as Vacation and Personal Leave.

When an employee moves to a work week of a different length, e.g., from a forty (40) hour week to a thirty-seven and one half (37½) hour week, his/her/their Vacation and Personal Leave accrual will be converted from hours to days under the workweek schedule of his/her/their former class and the days then converted to hours under the new workweek schedule.

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. At the request of the University, employees shall attend a shoe fitting. 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.

Section 5. Holiday Pay.

All bargaining unit employees shall be eligible to be excused from work with full pay on the eleven (11) holidays recognized by the University, except to the extent that they may be required to work to meet necessary operations. Juneteenth shall be administered in the same manner as other holidays, unless Juneteenth falls on a weekend where it may be observed on the previous Friday. In the event Juneteenth is recognized by the State University Civil Service System, those terms shall control. To be eligible for holiday pay, an employee (a) must have a Trainee, Apprentice, Provisional, Learner, Intern or Status appointment, and (b) must have worked his/her/their last scheduled workday prior to and his/her/their next scheduled workday after a University observed holiday.
Exceptions may be allowed in cases of absence excused by the employee's supervisor for justifiable reasons.

1) An employee laid off and recalled proximate to and because of a Christmas, New Year's, or holiday break will be allowed holiday pay in the first pay period after recall, provided that the employee worked his/her/their last scheduled workday before and his/her/their first scheduled workday after the holiday.

2) When the holiday falls while an eligible employee is on approved paid leave, the holiday will not be charged against his/her/their approved paid leave. Full pay for a holiday is intended to provide a full-time eligible employee with a day's pay as determined by one-fifth (1/5) of the weekly schedule of his/her/their class and a part-time eligible employee with a proportionate share thereof based on his/her/their benefit rate.

The amount of holiday pay for an eligible employee is determined by the following formula: multiply an eligible employee's regular hourly rate times one-fifth (1/5) the number of hours in the full-time weekly work schedule of his/her/their class times the employee's percent time appointment.

Benefit rate is defined as the percentage derived by dividing the number of hours in the employee's part-time schedule by the number of straight time hours in a full-time work schedule for the class. It will normally be the same as the percent time shown on the appointment document.

Special Benefit Wage Rates for employees who regularly are assigned to work at multiple job rates within the same class may be developed since no singular hourly rate exists but such Special Benefit Wage Rates require the advance approval of the Associate Provost for Human Resources.

A holiday will always be a scheduled workday for a full-time eligible employee working a Monday through Friday schedule. However,

a) If a full-time eligible employee who works other than a Monday through Friday schedule is not scheduled to work on a calendar holiday, such an eligible employee will receive, as necessary operations permit, either (a) a scheduled workday off within two (2) weeks before or after the recognized holiday, or (b) additional pay equal to his/her/their regular hourly rate times one-fifth (1/5) the number of hours in the full-time weekly work schedule of his/her/their class. Well in advance of the recognized holiday, the supervisor shall advise each such employee of the alternative to be followed.

b) An eligible employee with a part-time appointment, whether on a Monday through Friday schedule or some other schedule, will be paid at his/her/their benefit rate for the recognized holiday, irrespective of whether scheduled to work on the holiday.

In the event that work is required on any recognized holiday (i.e., a day designated as a holiday for the particular University organizational unit), eligible employees, including part-time employees, will be paid time and one-half their regular hourly rate of pay for each hour worked, or, if mutually agreed to, by time off at the rate of time and one-half, or any combination thereof. There will be no pyramiding of premium rates due to holiday overtime, e.g., if an employee whose holiday work premium is one and one-half (1½) times his/her/their hourly rate is required to work ten (10) hours on a holiday, the employee will receive ten (10) hours at time and one-half as full compensation for hours worked.

Section 6. Sick Leave

An employee in a Trainee, Apprentice, Learner, Provisional, or Status appointment will accrue Sick Leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that he/she/they is in pay status.

Accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the staff member, the staff member's spouse, children, parent, or members of the household. A staff member may use sick leave for pregnancy. During the 12-month period immediately following the adoption or birth of a child, sick leave may be used for a period of time, not to exceed twelve weeks, to care for that child. (Refer to Rule 11.07, Family and Medical Leave, for the definition of "parent" and "child").

Any Sick Leave earned on January 1, 1984 and thereafter must be utilized in full prior to the utilization of any pre-January 1, 1984 accumulation.

An employee who separates from the University in good standing and returns to employment within two (2) years shall have his/her/their former accrued and non-compensated Sick Leave restored.

Illinois statute (30 ILCS 105/14a) provides certain employees may be eligible to receive compensation at the time of their resignation, retirement, death or other termination of University employment for one-half (½) of their unused sick leave accrued on or after January 1, 1984 and before January 1, 1998. Sick leave accumulated on or after January 1, 1998 is not compensable, but may be used to establish retirement system service credit as provided in the Illinois Pension Code.

The President may issue rules for the administration of Sick Leave and provisions of Public Act 83976 as the President determines to be in the interest of the University.

An employee who will be absent from work must notify the appropriate University supervisor or the supervisor's designee before the start of the next work shift. If the employee anticipates that the absence will exceed one (1) work day, the employee shall notify the supervisor or the supervisor's designee of the anticipated length of the absence so as to allow the University time to reassign specific duties during the employee's absence. Employees who are approved by a designated representative of the University or department for a specific period of time for use of sick leave, shall not be required to call in every day. 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 University 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 University (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 the 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. Failure to make this notification to the appropriate supervisor or his/her/their designee may disallow the use of Sick Leave.

An employee must receive approval from his/her/their supervisor to charge absence with pay against his/her/their accumulated Sick Leave. The employee's supervisor may require the employee to provide evidence to substantiate the reason for the absence, including a physician's certificate, if the absence exceeds three (3) consecutive work days or if the supervisor has sufficient justification to believe that the employee does not have a valid reason for requesting Sick Leave. An employee who requests or is on extended leave for illness, injury, or disability including maternity may be required to visit a health care provider or provide a medical opinion acceptable to management for the purpose of supporting the leave, its continuance, or the employee's ability to return to work. Accrued sick leave cannot be used for purpose of vacation.

Whenever an employee is unable to report to work as scheduled for any reason, the employee shall be responsible for notifying his or her department at least one (1) hour prior to the start of the shift in accordance with the call-in procedures for that department. The parties recognize that voicemail is not proper notification. The department will ensure that all employees are informed in writing of the call-in procedures that must be followed. The University recognizes that, in certain unexpected emergency situations, employees may be unable to notify their department in advance that they will be unable to work. In such emergency situations, the employee will be expected either to arrange for someone else to notify the department in advance that the employee will be unable to work or to contact the department themselves as soon as possible thereafter. If an employee recognizes in advance that they will not be able to attend work as scheduled, but will be unable to adhere to the regular call-in procedures (because, for example, the employee will be undergoing a medical procedure at the time that they normally should be calling in), the employee may contact the department in advance by contacting and speaking by telephone with a designated member of the department's management.

Where it is anticipated that the absence will be for more than one (1) day, the employee shall notify the supervisor of the anticipated length of the absence to allow time to reassign specific duties during the employee's absence. Failure to make this notification to the appropriate supervisor or his/her/their designee may disallow the use of Sick Leave.

Employees will be given the option of using any accumulated and unused Vacation and Personal Leave in lieu of an approved leave of absence without pay. Use of any accrued benefits must be on a continuous basis (not intermittent) to extend the employee's regular percent time appointment.

To ensure consistent and uniform application of policy in granting Sick Leave, supervisors and employees are encouraged to seek advice from the appropriate Illinois Human Resources staff.

Adjustments to the rate and/or method of Sick Leave accrual will be made at any time that an employee's working conditions are changed so as to provide equal treatment in accordance with University policy for civil service employees.

When an employee moves to a workweek of a different length, such as to a thirty seven and one-half (37½) hour week from a forty (40) hour week, his/her/their Sick Leave accrual will be converted from hours to days and reconverted to hours under the new workweek schedule.

An employee with a part-time appointment may use his/her/their accumulated Sick Leave for the reasons set forth in Policy 10 during any workweek for his/her/their hours of absence. However, the actual hours worked by the employee during the workweek plus his/her/their Sick Leave usage cannot

exceed his/her/their benefit rate (percent time) multiplied by the full-time work schedule of the class. (See Policy 10)

Section 7. Leaves of Absence - General

An employee in a Trainee, Apprentice, Learner, Intern or Status appointment is eligible for all types of approved absences. An employee with a Temporary appointment is eligible only for Excused Absences; an employee with a Provisional appointment is eligible only for absences classified as Excused Absence, Jury Duty, or Funeral Leave.

Section 8. Jury Duty Leave

An eligible employee, upon request, shall be granted a leave of absence with pay at his/her/their regular rate for non-overtime scheduled hours when called for Jury Duty. An employee on a normal workday schedule, e.g., 8:00 a.m. to 5:00 p.m., who is serving Jury Duty, is expected to report for work whenever his/her/their services are not required by the court. If, after being excused by the court, four (4) or more hours remain in his/her/their University schedule for that workday, an employee must call his/her/their supervisor for report-to-work instructions unless earlier arrangements were approved.

An employee on a deep night shift, e.g., commencing at 10:00 p.m. or later, will be granted Jury Duty leave for the shift immediately preceding a day on which required to report for Jury Duty. At the conclusion of the required Jury Duty, such an employee is expected to report for work at the beginning of the first shift that commences eight (8) or more hours after being excused from Jury Duty, e.g., if an employee is excused at or before 2:00 p.m., the employee is to report on his/her/their next scheduled shift.

An employee on a morning shift, e.g., commencing at 6:00 a.m. or later, or on an afternoon shift, e.g., commencing at 2:00 p.m. or later, will be granted Jury Duty leave for the shift occurring on the same calendar day as that on which he/she/they is required to report for Jury Duty; however, an employee on an afternoon shift who reports for Jury Duty and who is excused prior to the time that his/her/their shift commences must call his/her/their supervisor for report-to-work instructions unless earlier arrangements were approved.

An eligible employee with a part-time appointment normally will be granted leave with pay for the hours or days that he/she/they is excused for Jury Duty and for which he/she/they has been scheduled to work. (See Policy 4).

Employees on a leave of absence for Jury Duty when a University holiday occurs will receive their normal holiday pay. Actual Jury Duty service on the holiday will not result in additional compensation or time off as such Jury Duty service is not University employment.

Section 9. Military Leave

A leave of absence shall be granted to an eligible employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia for any period actively spent in military service, in accordance with state and federal law. Eligible

employees include those in status, trainee, learner, or apprentice appointments and employees in provisional appointments intended to become permanent. Such leave will be granted whether or not within the state and whether or not voluntary. Compensation while on active duty will be as provided by the State of Illinois Military Leave of Absence Act (5 ILCS 325/1). Leave for Service in the Armed Forces of the United States without pay shall be granted an eligible employee who enlists, volunteers for, or is inducted into such service. Reemployment following discharge will be in compliance with the Service Men's Employment Tenure Act (330 ILCS 60/1), the Military Selective Service Act (50 App, Sec. 451 et seq.) and the Employment and Reemployment Rights of Members of the Uniformed Services Act (38 U.S.C. 4301 et seq.).

Section 10. Funeral and Bereavement Leave

Employees represented herein will be granted upon request paid leave of five (5) consecutive scheduled work days to attend the funeral and for travel and bereavement time, upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents; and one (1) day to attend the funeral or memorial service and for travel and bereavement time of a relative other than the above who is not a member of the employee's household. Management may require documentation to substantiate eligibility for the leave.

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

Other relative is defined as: aunt, uncle, niece, nephew, or cousin of the employee. Such relatives are regarded as members of the immediate family only if in residence in the employee's household.

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

The number of hours of authorized absence with pay for a day of funeral leave is defined as: 1/5 of the full-time weekly work schedule of the employee's classification times the employee's percent time of appointment. These hours multiplied by the eligible employee's regular straight time hourly rate (or benefit hourly rate) equals the amount of funeral leave to be paid. Paid funeral leave may be used only on days an employee is scheduled to work.

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

Section 11. Approval of Leaves/Administration

A Special Leave requires the approval of the Associate Provost for Human Resources or his/her/their designees. Other leaves of absence are subject to departmental approval only.

An employee seeking approval of any leave of absence or any extension of a leave (including Pregnancy Leave which is discussed in Rule 11.08) shall present his/her/their request to his/her/their supervisor who shall act upon it pursuant to the procedures of the department. The request shall include information as to the nature, duration, and justification for the requested leave or extension of leave. For a Special Leave, the request:

1) Shall be in writing;
2) The leave must be approved by the Associate Provost for Human Resources;
3) The date for termination of the leave must allow for a thirty (30) day availability period.

If a replacement will be required while an employee is on leave, the Department Head shall, after budget review, advise the Illinois Human Resources Office of the type of replacement needed. A permanent replacement may be employed where the leave is of more than short duration for Service in the Armed Forces or a Special Leave.

In order to ensure consistent and uniform application of policy in the granting of leaves of absence, supervisors and employees are invited to seek the advice of the Illinois Human Resources Office.

Notice to the State Universities Civil Service System and processing of leave requests will be by the Associate Provost for Human Resources.

Section 12. Special Leave

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

Reemployment following Special Leaves is subject to a thirty (30) day availability period at the end of the Leave. The availability period rule will commence thirty (30) calendar days prior to the end of the Leave. During the availability period, the Illinois Human Resources Office will make an effort to place the employee. The employee shall report to duty upon ten (10) working days notice from the Illinois Human Resources Office. If the employee is not returned to work during this availability period, he/she/they will have the right to displace an employee with less seniority in the same class and lesser unit, if any, in which he/she/they worked at the time his/her/their leave was granted. (See Rule 11.08 for details relating to Pregnancy Leave).

The Illinois Human Resources Office shall maintain periodic contact with an employee during the availability period at the end of his/her/their Leave as needed to plan appropriately for his/her/their reinstatement. The Illinois Human Resources Office shall coordinate reinstatement of the employee in accordance with the terms of the leave of absence, which was originally granted.

Section 13. Pandemic Pay

Employees shall receive an additional $1.30 per hour for time spent working on an isolation or quarantine floor/unit. Time spent working on an isolation or quarantine floor/unit shall be counted in 15-minute increments.

Section 14. Paid Leave for All Workers Act

The Parties recognize the paid leave provided to employees covered under the collective bargaining agreement exceed the benefits set forth in the Paid Leave for All Workers Act (820 ILCS 192).

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.

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.

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.

In the case that an all-day training is scheduled, if there is catering work available, the work will be offered in seniority order to bargaining unit members as a schedule modification. This reassignment is not subject to overtime unless the time worked exceeds eight (8) hours in a day or forty (40) hours in a week. If the shift is less than the amount needed to complete a full day, the bargaining unit member will need to attend the training for the time needed to complete a full day.

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. 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) 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) 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.

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/they 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/they 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.

h) The Illinois Human Resources' Office of Labor and Employee Relations will notify the Union when implementing any accommodation that would impinge on rights guaranteed to other bargaining unit employees under this Agreement or which otherwise would require a modification or exception to this Agreement.

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/their 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 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) Consequences

Employees are not permitted to engage 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

Testing for alcohol/drug use is permitted under the following conditions:

(a) Suspected Impairment: Conducted when the employee shows signs of impairment at work such as, but not limited to, swaying, slurred speech, behavior noticeably unusual for the employee, etc. The determination of suspected impairment shall be based on completion of a "suspected impairment" checklist, which shall be witnessed and attested by a second member of Supervision or Management when reasonably available and witnessed by a Union Steward or other Union official when reasonably available. 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 so long as such tests are reasonably designed to determine workplace impact.

(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/they 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 fortyeight (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/they (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/they (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/their 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, 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, 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.

c) Any time of year, where heat is excessive in Dining Service areas, the Employer will make lighter clothing options available to employees.

d) If an employee works overtime in excess of their 5th day in their home unit, or another unit, that exceeds the number of uniforms provided by the department, they are permitted to wear approved University Housing shirt.

Section 9. Rest Periods

Each supervisor is responsible for the presence on the job of employees under his/her/their supervision during his/her/their 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

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 Illinois Human Resources.

Section 12. Hazardous Weather

The parties recognize that the employees covered under this Agreement are essential employees. The parties recognize that the University does not stop providing services when inclement weather impacts campus, and all employees covered under this Agreement are expected to report to his/her/their regularly scheduled shift. When the weather conditions pose a significant risk of injury, death or loss of property to employees covered under this Agreement, the Employer will take steps to minimize the risk.

Section 13. Fitness for Duty

When the Employer has reason to suspect that an employee is not fit for duty and has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of the impartial physician, selected by mutual agreement, as to the employee's fitness for duty.

Section 14. Work Opportunity Scheduling during Layoff Period for University Housing Dining Service

When work opportunities arise, the Employer will offer a block of days to employees in seniority order within promotional line for classification specific work. For non-classification specific work, days will be offered in seniority order regardless of classification. Employees may accept a block of days to work. If an employee accepts a block of days, the employee must be able to work a minimum of seventy-five percent (75%) of the full block of days. For the period the employee is unable to work, the employee may use appropriate benefit time for the day or be unpaid. Time within the block that an employee is unable to work shall be offered in a separate process, defined as follows: The same process shall be offered as above to offer "left over work". Once the bottom of the list is reached, the offer shall be offered again within the classification for classification specific work.

ARTICLE VII PERFORMANCE MANAGEMENT

Section 1. Performance Partnership Program

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. Whenever an employee is given a Constructive Contact, the employee will be notified that the employee received a Constructive Contact. These progressive steps are:

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 or when the representatives of the University first became aware of the incident or reasonably should have known that it occurred, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources.

The parties recognize that discharge is separate and distinct from Formal Corrective Actions under the Performance Partnership Program. Intent to file written charges for discharge shall be initiated for just cause no less than sixty (60) days (except extension) from when Illinois Human Resources - Labor and Employee Relations became aware, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources. Nothing in this Article shall prohibit the Employer from issuing lesser discipline consistent with the tenets of just cause after the discharge process is initiated.

The Employer may request an extension of the time limits in this Article and the Union shall not unreasonably deny the request.

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

Absence of an employee for five (5) consecutive workdays without reporting to the Employer, or person designated by the Employer to receive such notification, may be cause for discharge in the absence of exigent circumstances that prevented them or someone acting on their behalf from being able to contact supervision at any point during that time period. For such absences, the following process will be followed:

1. Following the fifth consecutive workday of an absence by an employee without reporting, the Employer shall send notification of their absence to the employee and the Union.
2. Upon receipt of the notification, the employee shall have ten (10) workdays to respond.
3. If no response from the employee is received within the ten (10) workday timeframe, the employee will be considered to have resigned upon their last day of work**.** However, the University shall allow the employee to be reinstated to their former position if the employee can demonstrate that the employee was unable to provide proper notification of his/her/their absence to the University due to circumstances beyond his/her/their control

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 or discharge will be issued in a private manner so as not to cause unnecessary embarrassment to the employee. In the event the employee or the Union believes this section was violated, the parties shall meet to discuss any issues arising from the alleged violation. In the event such violation can be demonstrated reasonably, Management shall take appropriate action(s).

Section 4. Pre-Disciplinary Meeting and Notification

When the employer is contemplating formal corrective action or discharge, 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/their right to representation at all times during the disciplinary process. The employee and his/her/their 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. In the event a human resources official schedules a meeting to perform an investigatory interview of an employee about a matter that may lead to discipline, the employee shall be informed of the employee's right to a union representative.

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 or discharge and the reasons therefore.

Whenever an employee is given a Constructive Contact, the employee will be notified that the employee received a Constructive Contact.

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 informal and 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 informal and 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. Performance Improvement Discussion – An employee may request to have deactivated 3 years from date of issue, provided no other informal or formal corrective action during this time period

b. Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period

c. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period

d. 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 (PID). Any Performance Improvement Discussion (PID) rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator. Nothing herein shall preclude the Union from arguing the merits of a previously issued Performance Improvement Discussion (PID) when the previously issued Performance Improvement Discussion (PID) is used to progress to formal corrective action which is under appeal.

ARTICLE VIII PERSONNEL FILES

Section 1. Official Personnel Files

The Employer's Illinois Human Resources 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/they 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/their 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 Illinois Human Resources 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/they 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/they 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) 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 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 will

strive to include sufficient information in each grievance submitted by Union officials including date(s) and time(s) of the incident and the incident location; Management will contact the Union regarding any questions or concerns about clarity or facts of the case. 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/their 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/their post of duty without the knowledge of and permission from his/her/their 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. Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to participate in any meetings held in accordance with this Section. However, if requested Illinois Human Resources personnel are unavailable, the moving party has the option to proceed without them.

a) The employee or employees involved, or a representative of the Union acting on their behalf, shall discuss the grievance with the immediate supervisor. The supervisor shall respond within two (2) work 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/their 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/their designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. The Campus Chancellor, or his/her/their 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/their designee, it shall request mandatory arbitration, in writing, within seven (7) workdays after the Campus Decision is received or due. The appeal shall be directed to the Director of Labor and Employee Relations – Illinois Human Resources.

g) 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.

h) 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 Director of Labor and Employee Relations – Illinois 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. In the event that both the Merit Board and the University are notified of an appeal, the employee must pick one. However, 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 Director of Labor and Employee Relations – Illinois 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 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, pertaining to employee benefits and what assistance the Employer may offer, 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. Such approval shall not be unreasonably denied.

ARTICLE XIII DUES DEDUCTION

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; including the State Salary and Annuity Withholding Act (5 ILCS 315) as it may be amended thereafter and in compliance with other applicable state and federal laws. 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.

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.

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 point nine-six percent (.96%) of their annual base salary, whichever is less. Effective August 16, 2025, the rate shall increase to-.98%. Effective August 16, 2026, the rate shall increase to 1.00%. Effective August 16, 2027, the rate shall increase to 1.02%. 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.

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., September 1, 2024 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 a.m.,

midnight, August 28, 2027. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least one hundred and twenty days (120) 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 __17th__ day of __October_____.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73/CHAPTER 119

President SECRETARY - TREASURER

Chief Negotiator

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Paul Ellinger 10/17/2024

Paul Ellinger, Vice President, Chief Financial Office, and Comptroller

10/17/2024

Jami M. Painter, Associate Vice President and Chief Human Resources Officer

Thomas Riley 10/16/2024

Thomas H. Riley, Jr., Executive Director of Labor and Special Counsel

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Julie Dilliard

Julie Dilliard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnepper 10/17/2024

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

Culinary Worker IV (Head Cook)		10/27/24
	0-2 years	$23.95 (Step A)
	Over 2 years	$26.32 (Step B)
Culinary Worker III (Cook)		10/27/24
	0-2 years	$19.88 (Step A)
	Over 2 years	$24.93 (Step B)
Culinary Worker II (Kitchen Helper and Food Service Cashier)		10/27/24
	0-2 years	$18.66 (Step A)
	Over 2 years	$22.99 (Step B)
Food Court/Snack Bar Attendant		10/27/24
	0-2 years	$18.82 (Step A)
	Over 2 years	$23.38 (Step B)
Food Service Sanitation Laborer		10/27/24
	0-2 years	$18.97 (Step A)
	Over 2 years	$23.75 (Step B)
Laundry Worker		10/27/24
	0-2 years	$19.40
	Over 2 years	$24.49
Wait Staff		10/27/24
	0-2 years	$16.50 (Step A)
	Over 2 years	$19.03 (Step B)
Food Service Area Supervisor		10/27/24
		$23.26

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.

For the Union

For the University

10/11/24
Date

10/11/24
Date

Memorandum of Understanding
Dining Services

Regarding Article VII Performance Management Section 1, third paragraph, on discharge, the parties recognize that discharge is separate and distinct from Formal Corrective Actions under the Performance Partnership Program. Intent to file written charges for discharge shall be initiated for just cause within sixty (60) days or less (except extension) from when Illinois Human Resources - Labor and Employee Relations became aware, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources. Nothing contained in this Article shall prohibit the Employer from issuing lesser discipline consistent with the tenets of just cause after the discharge process is initiated.

For the Union

For the University

10/11/24
Date

10/11/24
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. However, an employee in probationary status performing catering work or work customarily performed by students pursuant to this Memorandum of Understanding shall not have the time spent credited to his/her/their certification period.

For the Union

For the University

10/11/24
Date

10/11/24
Date

MEMORANDUM OF UNDERSTANDING by and between THE BOARD OF TRUSTEES OF THE UNIVERISTY OF ILLINOIS and THE SERVICE EMPLOYEES INTERNATIONAL UNION, CHAPTER 119, LOCAL 73

While the University currently anticipates that it will continue to utilize employees within the Wait Staff classification during the scheduled breaks in the academic year (e.g., summer break, fall break, winter break, spring break) and, accordingly, will not need to layoff those employees during such breaks, the University reserves for itself the right afforded to it under the management rights clause of the Agreement (*see* Article III, Section 4) to place those employees on layoff at any time deemed necessary by the University in managing its operations.

For the Union

For the University

10/11/24
Date

10/11/24
Date

Committee on Summer Layoff Period

The University and the Union shall form a committee designed to minimize the impact of the summer layoff period. The committee shall explore the feasibility of summer work assignments, appointment length, paycheck distribution, and health benefit funds.

For the Union

10/11/24
Date

For the University

10/11/24
Date

Side Letter

Employees who pay for a parking permit in a Housing lot will be allowed to park in any Housing lot indicated below. In addition, during the time that construction is occurring at Housing Food Stores (HFS) employees who work at HFS and pay for a permit to park in lot E17, will be allowed to park in any Housing lot designated below. This arrangement will be reevaluated when construction is completed and normal operations resume at HFS. This side letter will expire upon the end date of this Agreement.

Included Lots:
B10
B11
D8
C16
E38
F13
F17

For the Union

For the University

10/11/24
Date

10/11/24
Date

Side Letter

In general, the Employer will make every effort to avoid laying off employees. Effective Summer 2025, on a trial basis, the Employer, in its sole discretion, will determine a number of positions that will remain in active status for the Summer. Schedules for these employees may vary from their normal schedule and will be determined on a weekly basis. When there is no work available in an employee's regular classification, the employee may be assigned to other work including but not limited to training, cleaning, and administrative tasks related to Dining Services. Employees who wish to be laid off may volunteer, in order of seniority. When there are not enough volunteers for layoff, the least senior employees in each classification will be laid off. Employees who are laid off will remain eligible for work opportunities, in accordance with the current process.

This side letter will expire at the end of this agreement.

For the Union

10/11/24
Date

For the University

10/11/24
Date