A G R E E M E N T

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73/Chapter 119

BUILDING SERVICE WORKERS

September 1, 2024 through August 28, 2027

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and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73/Chapter 119

BUILDING SERVICE WORKERS

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 civil service 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 the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.).

Section 2. Purpose.

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union. 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 contract 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 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 contract, 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 this 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 or 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, and 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 provisions hereof, are agreed to be null and void as of the effective date of this Agreement.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

The University recognizes the Union as the exclusive representative 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:

Building Service Worker
Maid
Mail Messenger

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 contract.

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, students' living quarters, faculty and staff offices, research facilities, units containing drugs, weapons, radioactive materials and/or hazardous materials, and other campus buildings and equipment.

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 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. Union Activity.

a) 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.

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 supervision. 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 supervision.

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, serve as *Weingarten* representatives, or attend pre-disciplinary meetings, labor-management meetings, grievance hearings, or negotiation sessions with advance permission from supervision. Union representatives shall provide as much notice as possible of the need to be away from work, and the granting of permission will be contingent upon the operational needs of the University. Union representatives will be

allowed fifteen (15) minutes to travel to and adequate time to travel from meetings outside of 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, provided that the Union or such representatives submit as much advance notice as possible and the representatives request and obtain the necessary approval from supervision prior to being off work. The representatives will be permitted to utilize any accrued vacation or compensatory time that they may have in lieu of taking time off without pay.

d) The University will permit Union officials holding certain positions (specifically, one President, one Vice President, one Treasurer, one Secretary, three Trustees, ~~and~~ one Sergeant at Arms) and three (3) additional 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 pre-disciplinary meeting involving an employee from another bargaining unit with the University that is represented by the Union, provided that the meeting occurs during the official's scheduled work hours and provided further that such official adheres to the obligations and limitations set forth in paragraph (c) of this section. 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 7. Bulletin Boards.

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.

Section 8. 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 negotiating representative for the employees described in this Article III. The Union shall be notified of the name and address of any employee hired on a permanent basis in any of the classifications covered by this Agreement.

Section 9. 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 representative when requested in writing.

Section 11. Bargaining Unit Information.

a) On a monthly basis the Employer will provide the Union, in electronic form, with the following personnel transactions involving bargaining unit employees: New hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves, returns 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 address (if available), 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 Labor and Employee Relations Section of Illinois Human Resources. 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. Emergencies

The University shall notify the union of the University's response to emergency situations and bargain the impact as needed.

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 hereof, except as otherwise provided herein.

Section 3. Wage Increases

a) 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.

b) 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.

c) 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.

d) The foregoing does not apply to Mail Messengers, whose wages each shall be the wages negotiated by the National Association of Letter Carriers for such employees at the Urbana Post Office.

e) 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 five 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 (basic straight time hourly rate plus any other amounts required by Federal Law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of eight (8) hours per day or forty (40) hours per week. Authorized benefit hours shall be counted as hours worked for purposes of overtime calculations. Overtime may only be performed pursuant to specific supervisors' direction.

b) The University will post overtime lists for each department covered by this Agreement in a conspicuous place that can be accessed by affected bargaining unit employees, including locations where overtime lists currently are posted. The University will make every reasonable effort to ensure that any needed overtime work will be distributed as equally as possible in each lesser unit (Illini Union, Campus Recreation, McKinley Health Center, Willard Airport, and Fire Services Institute) among those available for such work, with due consideration given to the requirements for custodial service, with the exception that the distribution of overtime in University Housing and Facilities & Services will be further divided into the following zones or units:

University Housing Facilities

University Housing currently services the following buildings and facilities, divided into different zones or areas. Overtime opportunities will be distributed among University Housing employees working these buildings or facilities in accordance with those defined zones or areas. University Housing will notify and bargain with the Union prior to modifying these defined zones or areas.

Zone 1

Ikenberry North: SDRP, Clark, Barton, Lundgren, Wassaja, Weston, and Nugent.
Ikenberry South: Hopkins, Snyder, Scott, Bousfield, and Housing Food Stores, and TVD.

Zone 2

Illinois Street, Daniels and Goodwin/Green Apartments (Overtime list)
Busey/Evans and Sherman, (Overtime list)

Zone 3

Florida Avenue
Pennsylvania Avenue
Lincoln/Allen

Zone 4

Orchard Downs, Inventory, and Ashton Woods

F&S Units

Day Areas – Early Day Shift
Night Areas – Early Evening Shift
BSW PF/WW/MC
Day Shift
Afternoon Shift
Deep Night Shift

Within the above individually named zones or units, or any other added during the period of this Agreement, such overtime will be distributed as equally as possible among those available for work. When overtime requirements are beyond the capability of any zone or unit, such overtime shall be distributed among the Building Service Workers, or Maids in the nearest other zones or units.

If an employee establishes that he/she has not received overtime distribution as equally as possible as outlined in this Section 5 b) (as a result of error, oversight, or mistake by the department), such employee will be scheduled at a mutually agreeable time for the number of overtime hours lost. Such overtime will be scheduled within two weeks of the missed opportunity. Overtime lists will be posted in the department or overtime records will be made available for inspection by affected employees. Where overtime lists are currently being posted, they will continue to be posted.

c) Any member of the Window Washing - Moving - Public Function Set-up Crew when performing moving or public function set-up duties, working a portion of an hour in continuation of his/her regular shift, shall be paid overtime for a minimum of one-half (½) hour if he/she works less than thirty (30) minutes, and he/she shall be paid overtime for a minimum of one (1) hour if he/she works more than thirty (30) minutes. After one (1) hour of work in continuation of his/her regular shift, he/she shall be paid overtime rate for the actual time worked. (Deviation from Policy and Rules - Civil Service).

d) F&S will assign overtime opportunities based upon work available on given work shifts. The work shifts are defined as followed:

Day: Shifts starting between 6:00 a.m. and 3:00 p.m.

Afternoon: Shifts starting between 3:00 p.m. and 11:00 p.m.

Deep Night: Shifts starting between 11:00 p.m. and 6:00 a.m.

Unit

Overtime requiring specific expertise (i.e., floor crew work, carpet work, etc.) will be assigned to the unit where the work is normally performed. Other overtime will be assigned for the purpose of balancing out the yearly overtime. Non-emergency overtime will continue to be distributed as evenly as possible among those requesting it.

Overtime on the Facilities & Services Window Washing/Public Function/Moving/Swing Crew will be distributed as evenly as possible among the persons assigned to the crew. When overtime needs exceed the resources of the crew, such overtime will be distributed among persons on the day shift(s).

e) The Employer may require employees covered herein to work overtime. The Employer will make known to employees expected to do overtime work the probability of its becoming available and necessary as far in advance thereof as possible, except in unforeseen cases or emergency which the Employer alone may define.

f) When an employee returns from a leave of more than 30 consecutive calendar days, the employee will be "averaged in" for the purposes of overtime equalization. In other words, the employee will be considered to have been offered the average number of overtime hours offered so far in the fiscal year for that employee's unit.

g) If an employee accepts an overtime shift and subsequently does not report or fails to finish the shift twice, or has one no call no show, in any six-month period, the employee will be ineligible for voluntary overtime opportunities for the following six month period. This will not apply to situations where an employee is released early by the supervisor.

h) Emergency overtime is defined as overtime hours that are not previously known or scheduled within twenty-four (24) hours of the work. In such cases Management shall call through the overtime list in the following accelerated manner: if Management does not reach an employee when calling for emergency overtime, Management may continue immediately to the next name. If an employee who is passed in such manner calls back before the overtime has been assigned, the passed-over employee will be eligible.

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 regularly scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.

b) Employees who work less than two (2) hours of actual work after being required by the University to report back to work at a time that is not contiguous to the employee's regularly-scheduled shift shall be paid two (2) hours of overtime or premium pay, whichever is applicable. If the employee works two or more hours after being called back to work, the employee shall be paid for the actual number of hours worked at the applicable overtime or premium pay rates.

Section 6. Night Differential (Building Service Worker)

All Building Service Workers assigned to work a deep night shift as defined above will be paid a shift differential in addition to their base, straight-time hourly rate for each hour worked on that shift. The differential will be one-dollar ($1.00) per hour.

Section 7. Compensation of Employees

Wage increases due at the completion of longevity requirements shall be effective at the beginning of the payroll period in which the time requirement is satisfied. Notwithstanding anything contained herein, increases in wage and salary benefits awarded and agreed to in Appendix A shall be given and apply only to employees of the University covered by Appendix A and then only if those employees are actually in the employ of the University as of the date of the signing of this Agreement and to so described employees who are hired thereafter, except that employees who leave the Bargaining Unit after Contract expiration and prior to the date of signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submit a written request to the Records Section of the Illinois Human Resources Office for such wage increase within sixty (60) calendar days of the signing of this Agreement.

ARTICLE V BENEFITS

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional 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 civil service employees of the Employer.

Section 2. Employee Uniforms and I-Cards/I.D. Badges.

a) If uniforms are required by the Employer, it is agreed that the expense of furnishing, maintaining, and replacing such uniforms shall be at the expense of the Employer.
Employees will be permitted to wear acceptable shorts, except in cases where there is a health and safety risk to the employee. In the event of an operational need to disallow wearing shorts, a minimum of 3 days' notice will be provided.

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 or damaged in any manner other than through ordinary wear and tear. The employee will be responsible for paying the replacement cost established by the University's ID Card Center.

Section 3. Vacation and Personal Leave.

The University provides employees with Vacation and Personal Leave for their use in renewing their physical, psychological, and mental vigor, their enthusiasm for their work, and in satisfying personal needs. The design of the Leave contemplates that each employee will use a sizable amount of his/her available Leave for vacation and rest while reserving smaller increments for personal and family reasons.

Vacation and Personal Leave is earned for each hour in pay status exclusive of overtime by each employee in a Trainee, Apprentice, Provisional, Learner, Inter or Status appointment.

The amount of Vacation and Personal Leave earned is based upon the hours in pay status (exclusive of overtime) and the number of service years completed.

The University will make every effort to accommodate individual employee's requests for vacation, personal leave, sick leave, and other leave for which the employee is otherwise eligible, while also taking into consideration any competing requests by other bargaining unit employees and the operational needs of the University. Requests for emergency vacation or personal leave for unexpected personal reasons will not be denied without valid operational reasons. The University shall have the right to inquire into the nature of the emergency and to request documentation to substantiate the emergency which shall be supplied upon return.

a) Receipt of Other Benefits

1) Time during which an employee is receiving income benefits under the Illinois Workers' Compensation or Occupational Diseases laws will be treated as in pay status time for computation of years of service, Vacation and Sick Leave in accordance with Rule 7.03 and 7.04. Service time, Vacation and Sick Leave earned while receiving Workers' Compensation will be credited when the employee is returned to active service. The time limits for appealing the amount of service time, Vacation, and Sick Leave so credited must be within thirty (30) calendar days from the date the employee receives formal notification of his/her accrued benefits after returning to active service. Time during which an employee is receiving disability leave benefits under the State Universities Retirement System, including any gap in benefit payments between the expiration of institutional benefits and the commencement of benefits under the State Universities Retirement System, will be treated as in pay status for computation of service years, but Vacation and Sick Leave will not be earned during such time.

2) An employee in a status appointment who leaves to enter the Armed Forces of the United States and who makes application for reemployment, in accordance with the Service Men's Employment Tenure Act, (330 ILCS 60/1 et seq.), will be credited as of his/her reinstatement with his/her previous years of service, including, for Vacation and Personal Leave purposes, time spent in or seeking to enter the Armed Forces.

b) Schedule A

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

SCHEDULE A

Years of Service Completed		Rate Earned Per Hour of Pay-Status Service	
Least	Not More At Than	(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 then current earnings rate an amount of Vacation and Personal Leave equal to that earned in two (2) service years but upon reaching this accumulation will cease to earn Vacation and Personal Leave except as the accumulation is reduced.

Within the total amount accumulated, University operations permitting, Vacation and Personal Leave of not to exceed two (2) days at one time will be granted for any reason upon advance request of the employee to his/her supervisor. 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 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. For purposes of granting vacations in Facilities & Services, shifts are defined by Article IV section 5d.

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 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 hourly rate for his/her 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 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 will not be charged for the time taken as Vacation and Personal Leave.

"Make-up time" performed at the applicable straight time rate pursuant to Rule 6.07 will be regarded as pay status service for purposes of computing service credits and Vacation and Personal Leave accrual. For example, if an employee is "making-up" time for an excused, unpaid absence, this time also will be credited as pay status service for the purpose of computing service credits and Vacation and Personal Leave accrual.

Any compensatory time off earned pursuant to Rule 6.02(c) used in lieu of regularly scheduled work hours will also be regarded as pay status service for purposes of computing accrual. For example, an employee worked a shift from 7:00 a.m. to 3:30 p.m. and was held over on the next shift from 3:30 p.m. to 11:30 p.m. and then took the regular shift off the next day for rest and compensatory time off purposes. The employee would be regarded as in pay status service while on the time off from the regular shift for purposes of computing service credits and Vacation and Personal Leave accrual. The employee would still be entitled to either four (4) hours pay or additional compensatory time off since the second shift worked was eight (8) hours at time and one-half, resulting in either twelve (12) hours pay or compensatory time off and the next regular shift only used eight (8) hours of the accumulated compensatory time.

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 Vacation and Personal Leave accrual will be converted from hours to days under the workweek schedule of his/her former class and the days then converted to hours under the new workweek schedule.

Section 4. 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 Universities 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 last scheduled workday prior to and his/her 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 last scheduled workday before and his/her 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 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 class and a parttime eligible employee with a proportionate share thereof based on his/her 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 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 regular hourly rate times one-fifth (1/5) the number of hours in the full-time weekly work schedule of his/her class. At least thirty (30) days 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 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 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 5. Sick Leave

An employee in a Trainee, Apprentice, Learner, Intern 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 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").

An employee who separates from the University in good standing and returns to employment within two (2) years shall have his/her 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 83-976 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 designee may disallow the use of Sick Leave.

An employee must receive approval from his/her supervisor to charge absence with pay against his/her 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 in accordance with the call-in procedures for that department. 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 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 Personnel Services 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 onehalf (37½) hour week from a forty (40) hour week, his/her 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 accumulated Sick Leave for the reasons set forth in Policy 10 during any workweek for his/her hours of absence. However, the actual hours worked by the employee during the workweek plus his/her Sick Leave usage cannot exceed his/her benefit rate (percent time) multiplied by the full-time work schedule of the class. (See Policy 9)

"Make-up time" performed at the applicable straight time rate pursuant to Rule 6.06 will be regarded as pay status service for purposes of computing service credits and Sick Leave accrual. For example, if an employee is "making-up" time for an excused, unpaid absence, this time also will be credited as pay status service for the purpose of computing service credits and Sick Leave accrual.

a) Acceptable Medical Leave Evidence:

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 (“AME”) 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 AME.

Prior to an employee being placed on A.M.E., he/she will be notified in writing by the Employer that such action is under consideration. The Employer reserves the right to verbally notify the employee that he/she must provide A.M.E. when the Employer believes that the employee is abusing sick leave for a single absence. An employee who disagrees with placement on A.M.E. status may utilize the grievance procedure.

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. is 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) work days.

The status of an employee who has been placed on A.M.E. shall be reviewed on at least a six (6) month basis. 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.

Section 6. Leaves of Absence - General

Leaves of absence with pay, and in some instances without pay, will be specified by the President of the University. Such leaves of absence may be granted to eligible employees, as defined by the President, who also shall issue rules for the administration of approved leaves. Leaves of absence with pay will be subject to completion of an initial six (6) months of pay status service.

The President may issue rules providing for types of Excused Absences of employees with or without pay and for extensions of leaves as the President determines to be in the interest of the University.

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.

A leave of absence with pay, e.g., Jury Duty, Funeral Leave, Military Training, may not be granted until an employee has completed his/her first six (6) months of pay status service. Exceptions may be granted, if good cause shown, provided that the cost of any such leave will be taken from salary or wages due the employee if his/her employment is terminated before the completion of six (6) months of service.

In leaves of absence without pay, leave may be charged, at the employee's request, to his/her Vacation and Personal Leave up to the amount accumulated at the beginning of the leave to extend the employees regular percent time appointment.

The University will withhold from salary or wages due an employee its cost for any paid leave days other than earned Vacation or Sick Leave if employment is terminated or leave for services in the Armed Forces of the United States or Special Leave is approved before the employee completes six (6) months of service.

Section 7. Jury Duty Leave

An eligible employee, upon request, shall be granted a leave of absence with pay at his/her 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 services are not required by the court. If, after being excused by the court, four (4) or more hours remain in his/her University schedule for that workday, an employee must call his/her 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 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 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 shift commences must call his/her 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 is excused for Jury Duty and for which he/she 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 8. 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 9. Funeral 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, 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 10. Approval of Leaves/Administration

A Special Leave requires the approval of the Associate Provost for Human Resources or his/her 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 request to his/her 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 11. Special Leaves of Absence

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 spouse while he/she is on sabbatical leave, (b) an employee who has exhausted his/her 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 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 will have the right to displace an employee with less seniority in the same class and lesser unit, if any, in which he/she worked at the time his/her 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 Leave as needed to plan appropriately for his/her 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 12. 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 13. 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, Work Day, and Work Week.

a) The shift shall consist of eight (8) hours of work.

b) The work day is a fixed and regularly recurring period of twenty-four consecutive hours and begins at 12:01 a.m., each calendar day.

c) The standard workweek for full-time employees shall consist of five (5) consecutive workdays of eight (8) work hours each in length, followed typically by two (2) consecutive days off. The parties specifically recognize however that on some limited occasions, such as when an employee changes from one shift or schedule to another, an employee may not necessarily have two consecutive days off. On such occasions, the employee will not be entitled to receive any additional compensation based solely upon his or her failure to receive two (2) consecutive days off. The employee will be entitled to additional compensation only if the lack of two (2) consecutive days off results in the employee actually working more than forty (40) hours in any affected work week.

Section 2. Seven-Day Operation.

The Facilities & Services, University Housing, the Illini Union, Campus Recreation, McKinley Health Center, the Institute of Aviation, and the Division of Intercollegiate Athletics are to be considered seven (7) day operations. Employees who can demonstrate legitimate hardship may transfer temporarily to a different shift, by mutual agreement of Management and the Union, and if operational needs permit. This provision is not subject to the Grievance procedure. The following work shifts are listed as a guide indicating current operating needs. It is understood that new shifts are established to meet operational needs in accordance with Policy and Rules.

The designated representative of the union will be notified of shift changes in accordance with Article III, Section 4 of this Agreement and upon request from either party, a meeting will be arranged to discuss the impact of these changes on the classes covered by this Agreement prior to implementation of the shift.

Facilities & Services

6:00 a.m. to 2:30 p.m.	3:00 p.m. to 11:30 p.m.
8:00 a.m. to 4:30 p.m.	11:00 p.m. to 7:00 a.m.

University Housing

5:00 a.m. to 1:30 p.m.	1:00 p.m. to 9:30 p.m.
6:00 a.m. to 2:30 p.m.	3:00 p.m. to 11:00 p.m.
6:30 a.m. to 3:00 p.m.	4:00 p.m. to 12:00 midnight
7:00 a.m. to 3:30 p.m.	5:00 p.m. to 1:00 a.m.
8:00 a.m. to 4:30 p.m.	

Willard Airport

Varies based on flight schedule.

Illini Union

5:00 a.m. to 1:30 p.m.	12:00 noon to 9:00 p.m.
7:00 a.m. to 3:30 p.m.	4:00 p.m. to 12:00 midnight
7:30 a.m. to 4:00 p.m.	11:00 p.m. to 7:00 a.m.
9:00 a.m. to 5:30 p.m.	

Hotel Maids:

7:00 a.m. to 3:30 p.m.	8:00 a.m. to 4:30 p.m.

McKinley Health Center

6:00 a.m. to 2:30 p.m.	Monday through Friday
8:00 a.m. to 4:30 p.m.	Monday through Friday
5:00 p.m. to 1:00 a.m.	Monday through Friday
5:00 p.m. to 1:00 a.m.	Tuesday through Friday, and
10:30 a.m. to 7:00 p.m.	Saturday

Campus Recreation and Division of Intercollegiate Athletics

7:00 a.m. to 3:30 p.m.	Monday through Friday
3:00 p.m. to 11:00 p.m.	Monday through Friday
3:00 p.m. to 11:00 p.m.	Wednesday through Sunday
11:00 p.m. to 7:00 a.m.	Monday through Friday
11:00 p.m.to 7:00 a.m.	Saturday-Sunday

Mail Messengers

8:00 a.m. to 4:30 p.m.	Monday through Friday

Section 3. Assignment to Work Crews.

Facilities and Services will attempt to fill its work crews (e.g., floor crew, window washing crews, moving crew) with employees who volunteer, except as provided by supplemental agreement. If an insufficient number of employees volunteer for a particular crew, employees will be assigned to the crew on the basis of inverse seniority, with due regard being given to any documented health or work restrictions imposed upon an employee.

University Housing and the Illini Union will continue to perform these functions without the establishment of crews and in assigning such work will, in general, distribute the assignments with due regard for physical condition. Decisions by the Employer concerning the physical condition of any employee will be based on the limitations received from the employee's health care provider and/or University Occupational Medicine. When washing windows in the high-rise housing units, staging equipment will be used. This staging equipment requires only two employees who will be selected from volunteers.

The Employer recognizes that some employees may fear window washing above the ground floor, therefore, the Employer will not require any employee to wash any windows above any building's ground floor when that employee objects to doing so based upon a fear of high places.

Employees washing the outside of exterior windows utilizing staging equipment and/or safety belts and working above the third floor window sill shall be compensated at the rate of twenty five cents (25¢) per hour in addition to his/her basic straight time hourly rate.

Section 4. Lunch Break, Early Evening, and Deep Night Shifts.

The F & S early evening shift (5:00 p.m. - 1:00 a.m.) and the F & S deep night shift (11:00 p.m. - 7:00 a.m.) and any other night shifts which presently have a paid lunch period will each work a full eight (8) hours with a thirty (30) minute paid lunch period at approximately the midpoint of the shift.

Section 5. Shift Assignments

Building Service Workers assigned to Facilities & Services must be provided at least fourteen (14) calendar days' notice before being permanently transferred to another shift. Such notice may be communicated to the affected employee in writing, electronically or verbally by a member of management.

Section 6. Deep Night Shift.

When new deep night shift assignments are made, employees who are hired after May 1, 1969, will be assigned these openings. No employees hired prior to May 1, 1969, will be assigned to the deep night shift unless they volunteer for these assignments. All shift employees may remain on their present shift if they so desire, but openings on any shift shall be filled by the most senior employee wishing to work on that shift.

Section 7. Work Assignments.

a) Work will be assigned to bargaining unit employees in a manner consistent with the job descriptions for each position.

b) Building Service Workers may perform all duties normally assigned to Maids when operating requirements deem it a necessity. The Employer has the right to make the decision. In no case, however, should Building Service Workers be allowed to perform Maid's duties if doing so would result in Maids being laid off, or if other Maids are to be laid off during the time the work is to be performed, or if there are Maids already on layoff and the period of call-back necessary to perform the work is estimated to be more than eight (8) consecutive work hours.

c) All building, cleaning and/or other service operations now being performed by employees represented by this Agreement shall continue to be performed by such employees. All such work currently being performed by student employees will continue to be performed by student employees on the basis of not more than 15% of the (F & S only) current formula of hours.

d) Moving is performed by Building Service Workers, unless reassigned by management. The assignment of moving will take into account the utilization of proper personnel in view of Civil Service classification specifications and job descriptions, as well as needs of the operation. Nothing herein shall prohibit the use of one (1) Driver Helper per moving crew truck to move equipment and furniture. The use of Driver Helpers shall not result in building service workers on the moving crew being permanently replaced. in no case however should drivers helpers be allowed to perform building service workers duties if doing so would result in building service workers being laid off, or if other building service workers are to be laid off during the time the work is to be performed, or if there are building service workers already on layoff and the period of call-back necessary to perform the work is estimated to be more than eight (8) consecutive work hours.

Section 8. Rest Periods.

Employee rest periods shall be provided as follows:

a) All employees shall receive a rest break of 15 minutes during the first half of their shift and a rest break of 15 minutes during the second half of their shift as scheduled by the Employer.

[This section represents a deviation from Policy and Rules.]

Section 9. Health and Safety.

a) The Employer agrees to make provisions acceptable to the Environmental Health and Safety Division for the health and safety of employees covered by this Agreement during the hours of their employment in accordance with Policy and Rules. Rule Number 1.07. In

the event of a health or safety emergency, including but not limited to a contagion designated by the Centers for Disease Control as having pandemic status, the Union may request to discuss concerns during Labor Management Meetings.

The University will comply with the provisions of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/1 et. seq.).

The University Policy concerning the purchase and use of safety shoes and safety glasses shall be in accordance with Sections V/B 11.3 and 11.4 of the Campus Administrative Manual. Where additional health and safety equipment is required by the department (such as hard hats, protective gloves, goggles, etc.), the Employer shall provide this equipment at its own expense.

b) The University recognizes its responsibility to make all reasonable provisions for the safety and health of employees and to establish a sound operating practice, which will result in safe working conditions and efficiency of operations, and to accomplish this, will hold quarterly safety meetings. Safety meetings shall include a management representative of the operating unit as well as a union steward. The Union recognizes the responsibility of the individual employee in this regard and each employee is expected to abide by the safety rules (which may be posted) and to follow safe work practices to ensure his/her safety as well as that of fellow employees, and to immediately report any unsafe working conditions or work practices to his/her immediate supervisor. Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated above either in person or through a Union representative. If an employee has justifiable reason to believe that his/her safety and health are in danger due to an unsafe working condition or 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 or the employee to the University Environmental Health and Safety Office.

c) The Employer shall provide ice cleats to fit over employee footwear for use in icy conditions. Each unit may establish its own procedures for distribution.

d) Drug- Free Workplace

1) General Statement

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

alcohol or drugs outside of work, but rather is to ensure that employees are not impaired or under the influence of alcohol or other drugs while at work.

2) 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 and Management when reasonable 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 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) The University will request that the laboratory or hospital facility conducting the drug testing (testing facility) utilize the test offered by that testing facility that, in the opinion of the testing facility, is the best suited for determining whether the employee has engaged in a prohibited activity, as defined above. Drug testing is conducted by analyzing an employee's urine specimen or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. The analysis is performed at laboratories for the following drugs: (1) marijuana (THC metabolite), (2) cocaine, (3) amphetamines, (4) opiates (including heroin), and (5) phencyclidine (PCP). The testing is conducted in a two-stage process that entails an initial screening test that is followed by a confirmation test if the initial test reveals the presence of any of the drugs listed above.

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

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

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

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

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

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .06 be considered positive. An employee who has a confirmed alcohol concentration when tested of 0.06 or greater must be removed from University work activities for 24 hours;

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

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

4) Removal from Duties

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

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

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

5) Confidentiality of Test Results

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

6) Refusal to Test

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

7) Right to Contest

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

8) Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay or may require the employee to use accumulated sick leave and vacation if, in the opinion of the Employer, the employee is then unfit for

duty in his/her current assignment. The Employer shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

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

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

9) Discipline

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

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

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

iii) The employee completes the course of treatment prescribed, including an "after-care" plan;

iv) The employee agrees to submit to (up to) 6 (six) random tests during work hours of work for up to one year;

v) 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:

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

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

iii) 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;

iv) 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;

v) 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 10. University Housing Bid Procedure.

a) The University reserves the right to determine if and when any vacant bargaining unit positions within University Housing will be filled. Accordingly, just because a position has become vacant through retirement, the termination of an incumbent employee or through some other means does not guarantee that the position will be filled immediately or at any subsequent time or that the position will be made subject to bidding. To the extent, however, that the University elects to fill a vacant bargaining unit position within University Housing, the University will open that position to the bidding process set forth within this section. Job bidding is subject to established Lesser Unit Seniority.

b) If the University elects to fill a vacant bargaining unit position within Housing, the University will post a notice of the vacant position, along with the area assignment specifications for that position, near each clock station to which University Housing bargaining unit employees report. The vacant position will be posted in this manner for seven (7) consecutive calendar days. Postings for multiple jobs will be on separate bid sheets numbered 1, 2, 3, etc. During the seven (7) day period, any eligible bargaining unit employees who wish to be considered for the vacant position must sign the sign-up sheet

accompanying the posting. It is incumbent upon any employee who may be interested in the vacant position to familiarize himself or herself with the specifics of the position before signing the sheet. Any employee who fails to sign the sign-up sheet during this seven (7) day period will be precluded from consideration for the vacant position**.**

c) To be eligible to bid on a posted job, an employee must have worked in University Housing Building Service Department and in their current job for six (6) months, if that job was obtained via the bid system. When qualified bidders are not available to fill job vacancies, status University Housing employees who do not have the necessary six (6) months service in University Housing will have the service requirements waived and the job vacancy will be awarded in accordance with paragraph #4 (f) of this Job Bid procedure.

d) To have such eligibility, employees must not have an active Written Reminder (WR) that is six (6) months or less old, or have received a Decision Making Leave (DML) that is one year or less old. Eligible employees may bid on one or all multiple job postings, but after accepting any one job bid, the employee's name will be removed from any remaining job sheets.

e) An employee who is currently on any type of leave is not eligible to accept a job unless the employee provides Housing Human Resources with a physician's release which certifies that the employee will be available to work by the start of the job vacancy requirement. Employees on accrued benefit time will be considered to have a return to work date for the purposes of this provision.

f) Employees who are on worker's compensation leave, disability leave or a leave pending disability and the Employee can provide information that their medical provider expects a return to work without restriction within three (3) months will have their jobs held open for up to three (3) months.

g) Seniority will be the determining factor on all job bids if all other factors are equal.

h) Management reserves the right to reassign employees for such reasons as discipline, health, supervisory nepotism, performance problems and other valid reasons. Such reassignments would be infrequent and would be precipitated by circumstances, which, in the judgment of management, require movement of an employee to another assignment. The reassignment will be to a similar job and/or shift whenever possible. The Union will be informed of a reassignment ten (10) days in advance, except in emergency situations.

In addition, the University specifically reserves the right to reassign University Housing employees on a temporary basis to meet its operation needs. Accordingly, a successful bid into a new position does not preclude the possibility that the employee may be reassigned from time to time on a temporary basis.

Management reserves the right to evaluate all positions in a building from time to time. Such evaluation of positions may result in adjustments to positions. If adjustments occur to multiple positions, Management will initiate meetings with the employees and the Union

to explain the individual position adjustments and alternatives. Nothing herein shall prohibit the parties from agreeing to allow bid rights to employees in affected jobs.

Management shall make clear to employees what their assignment entails when there is any temporary deviation.

i) Employees who bid on inventory assignments will have a six (6) month performance appraisal period to determine their suitability for the job assignment as determined by management. Employees disqualified by management from working on inventory assignments shall have the right to bid on another assignment immediately.

j) With the exception of summer break, when additional temporary assistance is needed in an area, for a minimum of three (3) weeks, employees will be allowed to volunteer for those assignments. However, management reserves the right to accept, or reject, any employees for any assignments. If there are an insufficient number of suitable volunteers, assignments that best suit the needs of University Housing will be made by management.

Section 11. F & S Bid Procedure.

a) The University reserves the right to determine if and when any vacant bargaining unit positions within F & S will be filled. Accordingly, just because a position has become vacant through retirement, the termination of an incumbent employee or through some other means does not guarantee that the position will be filled immediately or at any subsequent time or that the position will be made subject to bidding. To the extent, however, that the University elects to fill a vacant bargaining unit position within F & S, the University will open that position to the bidding process set forth within this section.

b) If the University elects to fill a vacant bargaining unit position within F & S, the University will post a notice of the vacant position, along with the area assignment specifications for that position, at each clock station/team room to which F&S bargaining unit employees report. The vacant position will be posted in this manner for seven (7) consecutive calendar days. During this seven (7) day period, any eligible bargaining unit employees who wish to be considered for the vacant position must sign the sign-up sheet accompanying the posting. It is incumbent upon any employee who may be interested in the vacant position to familiarize himself or herself with the specifics of the position before signing the sheet. Any employee who fails to sign the sign-up sheet during this seven (7) day period will be precluded from consideration for the vacant position.

c) To be eligible for consideration, the bargaining unit employee must not have a Written Reminder (WR) that six (6) months or less old or have received a Decision Making Leave (DML) that is one year or less old.

d) Upon the expiration of the seven (7) day posting period, the University will select the individual to fill the vacancy from the bargaining unit employees who signed the sign-up sheet during the requisite time period. The position will be offered to the employee with the most seniority within the building to which the position is assigned. If no employees

currently assigned to that building expressed an interest in the position by signing the sign-up sheet, the position will be offered instead to the employee with the most seniority.

e) The offer will be made in person on the jobsite, by his or her foreman, or by some other member of F & S's management or by phone. When offers are made by phone, an employee will have 24 hours to return the call, and otherwise may be skipped. When the 24 hour time period ends on a weekend or holiday, the employee must call by 9:00am on the next business day. An employee who signs at least one bid sheet, is offered a position, and declines all position(s) they bid on will be ineligible for the next bid, unless there are extenuating circumstances.

f) Any employee who successfully bids into a new position must remain in that position for a minimum of six (6) calendar months and is precluded from bidding on or seeking to transfer into any other positions during that time period. Any employee who is currently on disability leave or workers' compensation leave are not eligible to bid on a job unless he/she provides F&S Human Resources with a physician's release which is to be effective within ten (10) days of the job vacancy requirement. Employees who are on worker's compensation leave, disability leave or a leave pending disability and the Employee can provide information that their medical provider expects a return to work without restriction within three (3) months will have their jobs held open for up to three (3) months.

g) This bidding procedure shall not be construed as any limitation on the right of the University to temporarily reassign any F & S employee to other work or to other locations to meet the operational needs of the University. The University specifically reserves the right to reassign F & S employees on a temporary basis to meet its operational needs. Accordingly, a successful bid into a new position does not preclude the possibility that the employee may be reassigned from time to time on a temporary basis.

h) Management reserves the right to evaluate all positions in a building(s) from time to time. Such evaluation of positions may result in adjustments to positions. If adjustments occur to multiple positions, Management will initiate meetings with the building(s) staff and the Union to explain the individual position adjustments or alternatives. Nothing herein shall prohibit the parties from agreeing to allow bid rights to employees in affected jobs.

Management shall make clear to employees what their assignment entails when there is any temporary deviation

i) Any temporary assignment that is covered for more than six (6) months without a thirty (30) calendar day break will become an open position to be filled by the above bid procedure.

j) An employee who successfully bids on a new assignment shall be allowed to assume that position within three (3) weeks from the conclusion of the bidding procedure, unless operations prohibit the move within the three (3) weeks. In the event that a move is delayed, the University will provide the operational reason for the delay.

Section 12. Illini Union and Campus Recreation Bid Procedure for Status Employees.

a) The Department will fill shift vacancies with employees who volunteer based on seniority. All vacancies will be posted at the clock station for a period of seven (7) calendar days. Postings for multiple jobs will be on separate bid sheets numbered 1,2,3 etc. Job bidding is subject to established lesser unit seniority. The University reserves the right to determine if and when any vacant bargaining unit positions within the department will be filled. Accordingly, just because a position has become vacant through retirement, the termination of an incumbent employee or through some other means does not guarantee that the position will be filled immediately or at any subsequent time or that the position will be made subject to bidding. To the extent, however, that the University elects to fill a vacant bargaining unit position within the department, the University will open that position to the bidding process set forth within this section.

b) To be eligible to bid on a posted vacancy, an employee must have worked in the Department for six (6) months. To have such eligibility, employees must not have a a Written Reminder (WR) that is six (6) months or less old, or have received a Decision Making Leave (DML) that is one year or less old. Eligible employees may bid on one or all multiple job postings, but after accepting any one job bid, the employee's name will be removed from any remaining job sheets.

c) Employees who are currently on disability leave or workers' compensation leave are not eligible to bid on a job unless he/she provides his/her supervisor with a physician's release which is to be effective within ten (10) days of the job vacancy requirements. Employees who are on workers' compensation leave; disability leave or a leave pending disability will have their jobs held open for up to three (3) months provided the Employee can provide information that their medical provider expects a return to work without restriction within three (3) months.

d) Employees may decline shift vacancies without penalty. Employees with greater seniority may not bump employees with lesser seniority once a shift vacancy has been filled. Shift vacancies not filled by seniority from the appropriate bid list may be filled by inverse seniority.

e) Any employee who successfully bids into a new position must remain in that position for a minimum of six (6) calendar months and is precluded from bidding on or seeking to transfer into any other positions during that time period.

Section 13. McKinley Health Center and Willard Airport.

McKinley Health Center and the Willard Airport will continue to fill vacancies in accord with the practice in place as of the signing of this contract and in line with Article X Seniority, Section 3.

Section 14. 10 Hour/4 Day Workweek.

In areas where a four (4) ten (10) hour day workweek is established, the following applies:

a) The workweek will run continuously for four (4) days and the workday will be ten (10) continuous paid hours including a paid lunch of twenty (20) minutes and two (2) fifteen (15) minute paid breaks.

b) Overtime will be paid to individuals working the four (4) ten (10) hour day workweek for all work in excess of ten (10) hours per day or forty (40) hours per week.

c) Holidays will be paid in accordance with Article V, Section 4, Benefits and Policy and Rules, Rule 9.02.

d) Funeral Leave will be paid in eight (8) and/or twenty-four (24) hour increments as provided in Policy and Rules. Employees will be allowed the option to either use two (2) hours of vacation or two (2) hours of approved PC to extend the normal eight (8) hour period to ten (10) hours in accordance with Policy and Rules.

Section 15. Hazardous Weather.

The parties recognize that the employees in this bargaining unit 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 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 16. 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 that the employee is fit for duty, the Employer may rely upon the decision of an impartial physician, selected by mutual agreement, as to the employee's fitness for duty.

Section 17. Accommodation Requests

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.

ARTICLE VII LABOR/MANAGEMENT CONFERENCES

The Union and the Employer 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 management; such meetings to be referred to as "Labor Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, may be considered.

However, such meetings shall be exclusive of the Grievance Procedure provided in Article IX and formal grievances shall not be considered at such meetings. Either the Union or the Employer may request a Labor-Management Conference which will occur at a mutually agreed upon time after said request. Any such Labor Management Conference will be scheduled by the Illinois Human Resources Office and the Union. An Illinois Human Resources Office representative will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda. The number of paid and non-paid employee participants in the conference will be mutually agreed upon in advance. 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 meetings will not be conducted more frequently than quarterly.

The Union and employer specifically agree that it is advantageous to discuss work practices and conditions. To accomplish this, the Union and Employer agree to form "Standing Committees" in Facilities & Services, University Housing and Illini Union divisions. The size of the committees will be determined by mutual agreement. Both the Union and the Employer shall have sole authority of who shall be their representatives. Committee meetings will be scheduled quarterly by the Employer. Meetings may be scheduled more often or waived by mutual agreement. Attendance by employees at these committee meetings during the employees' regularly scheduled working hours shall be an approved event without loss of pay or benefits.

ARTICLE VIII 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 include:

Formal Corrective Action

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

Discharge

The Employer reserves the right to skip any and all informal and formal steps due to seriousness of infraction or due to pattern of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal Corrective

Action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal Corrective Action will be issued as soon as practicable after the Employer became aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than thirty (30) days after the action or event occurred or when 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 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.

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

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 absence to the University due to circumstances beyond his/her control.

Section 2. Performance Partnership Program Guidelines and Materials

Performance Partnership Program 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 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 three (3) working days written notice to the employee prior to said meeting, except in cases of emergency, which the employer alone may define. Said notice shall contain date, time and location of meeting, specific reason, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative shall be given the opportunity to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Notification of Corrective Action

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

ARTICLE IX 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 must 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.

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 5/3b) of the Illinois Educational Labor Relations Act.

c) All grievances are controlled by the 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.

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. Procedure.

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.

a) The employee or employees involved shall discuss the grievance with the immediate supervisor. The supervisor shall respond within two (2) workdays 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, it shall do so in writing within seven (7) workdays after the Department Director's decision is received or due. The appeal shall be directed to the Campus Chancellor, or his designee.

e) The Campus Chancellor, or his designee, shall fully investigate the grievance, including conducting a hearing if so requested by the Union or grievant. 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. The Campus Chancellor, or his designee, shall issue the Campus Decision on the grievance, in writing, within seven (7) workdays after receipt of the appeal if no hearing is conducted, or within twenty-one (21) workdays from the close of any hearing, which is conducted by the Campus Chancellor, or his designee.

f) If the grievant or the Union wishes to appeal from the decision of the Campus Chancellor, or his designee, it shall request mandatory arbitration, in writing, within seven (7) workdays after the Campus Decision is received or due.

g) In this case the Union shall request mandatory arbitration, in writing, within seven (7) workdays from date of receipt of the decision. The written request shall be directed to the Director of Labor and Employee Relations – Illinois Human Resources.

h) A workday is defined as Monday through Friday, excluding holidays. The foregoing time limits may be extended by mutual agreement.

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.)

Section 6. Payment for Time.

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

ARTICLE X SENIORITY

Section 1. Service and Seniority.

Service and seniority are governed by rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of Policy and Rules.

Section 2. Rosters.

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

Section 3. Use by Department.

Seniority shall be used for the purpose of layoff, rehiring, shift preference, and vacation scheduling, as it is presently used.

ARTICLE XI JURISDICTIONAL DISPUTES

Jurisdictional disputes shall be settled by the Unions involved and the Employer shall not change existing work assignments unless and until the dispute is settled.

ARTICLE XII 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 Agent 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 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 SecretaryTreasurer 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 increases in dues, in writing, at least thirty (30) 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 this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article.

ARTICLE XIV PERSONNEL FILES

Section 1. Official Personnel File

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

Section 2. Employee Review of Official Personnel File

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

Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth above.

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 and should be used only for employment-related purposes.

Section 5. Copies of Records

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

ARTICLE XV PARKING

Bargaining unit employees who elect to purchase parking passes for daytime parking will be required to pay the same parking rates, as amended from time to time, that are offered to other University employees or a fee that is equivalent to 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.

ARTICLE XVI PERIOD COVERED, COMMENCEMENT OF NEGOTIATIONS AND STATUS DURING 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 Article IV, Section 2 and Appendix A of this Agreement, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. midnight, 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 (120) days prior to August 28, 2027, of a 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.

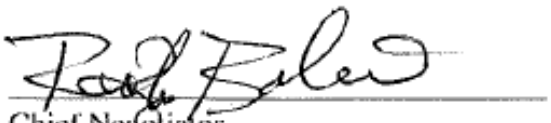
Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same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



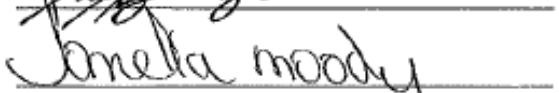
President Secretary-Treasurer



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

Jami Painter 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 Dillard

Julie Dillard, 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 73/CHAPTER 119

Building Service Workers

WAGE RATES AND EFFECTIVE DATES

Building Service Workers

	10/27/24
0-2 years	$19.40
Over 2 years	$24.49

Maids

	10/27/24
0-2 years	$18.77
Over 2 years	$23.77

Supplement 1a (University Housing)

Building Service Workers will continue to perform all work involved in the routine cleaning of the buildings now being serviced by those workers. Within University Housing, that means that Building Service Workers will not be responsible for the routine cleaning of those areas of buildings identified below by an "X". Building Service Workers will not perform work involved in the cleaning of food preparation, production and storage areas, food service equipment, range hoods, dish rooms, refrigerators and walk-in coolers, deep sink room, wiping the tables and chairs in dining rooms, and spot washing of kitchen walls.

The machine cleaning, waxing and buffing of floors are to be performed by Building Services Workers. Broom sweeping and general cleaning only at the Loading Dock & Receiving areas is relinquished.

	LAR Allen	Busey Evans	Ikenberry Dining Center	PAR	FAR	ISR	ISR Lower Dining Room
Main Kitchen	X	X	X	X	X	X	X
Dining Services Offices							
Range Hoods	X	X	X	X	X	X	X
Food Service Storeroom	X	X	X	X	X	X	X
Wipe and Clean Tables and Chairs in Dining Rooms	X	X	X	X	X	X	X
Dish Rooms	X	X	X	X	X	X	X
Serving Areas	X	X	X	X	X	X	
Refrigerators and Walk-in Coolers	X	X	X	X	X	X	X
Loading Docks & Receiving Areas	X	X	X	X	X	X	X
Garbage Rooms	X	X	X	X	X	X	
Tray Rails, Formica Walls (and Tile#) in Cafeteria Serving Area				X	X		

Supplement 1b (Illini Union)

With the exception of the kitchen areas, the Building Service Workers within the Illini Union Organization will perform all work involved in the routine cleaning of the Organization's buildings. This includes the cleaning and the wiping down of tables and chairs in the sitting areas of the Vending Room, Courtyard and the Food Court located within the Illini Union except the Ball Room dining area. The Building Service Workers also will be responsible for the machine cleaning of the floors in the kitchen areas within the basement and on the first, second and third floors of the Illini Union, when the kitchens are not in operation. Additional cleaning duties for which the Building Service Workers will be responsible within the kitchen areas of the Illini Union are designated by an "X" in the chart below. The Building Service Workers will not be responsible for the routine cleaning, the broom sweeping or mopping of floors, or the spot washing of walls within any of the kitchens.

	Routine Cleaning	Sweeping/Mopping	Clean as Needed
Service elevator			X
Food Service restrooms	X		
Kitchen Linen Room		X	
Slop Rooms		X	
Dock area			X

Memorandum of Understanding
Building Services

The Parties agree that the below language supersedes Article 6, Section 11(i) of the current Agreement. This MOU will expire upon the end date of the Agreement, at which time the Parties will either adopt the language below or discuss alternate language.

Anytime a position is vacant, i.e. not filled by a BSW who obtained the position by this bid procedure or other arrangement agreed upon by the Parties, unless Management chooses not to fill the position (i.e., the position is not being covered), that position will be subject to the bidding procedure described above. Management will bid positions on a quarterly basis, equivalent to the rate of attrition.

For the Union

For the University

10/11/24
Date

10/11/24
Date

Side Letter

The Parties agree that Housing BSWs who pay for a parking permit in a Housing lot will be allowed to park in any Housing lot indicated below. 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

UNIVERSITY OF ILLINOIS

Urbana Personnel Services
709 South Wright Street

RECEIVED
PLANT & SERVICES DEPT.
OPERATIONS & MAINT. DIV.
OCT 14 1968
Answered
No Ans. Req.
Returned to

October 7, 1968

TO: Deans, Directors and Heads of Academic and Administrative Departments, Urbana-Champaign Campus

FROM: T. Y. Kahr
Director

SUBJECT: Union Jurisdictions

The Building Service Employees International Union AFL-CIO Local Union No. 119 has recently brought to our attention a problem of some University employees working out of their classification. The primary objection has been that employees other than Janitorial Moving Crews have been moving furniture within the departments and office buildings.

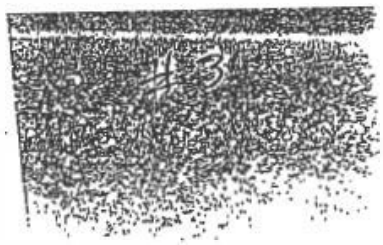
In view of the Civil Service Classification Job Descriptions, which outline the duties of the various employees, the University administrators should utilize the proper O & M personnel for moving furniture as well as for similar activities.

TYK/acd

cc: Mr. Dave Griffet

APPROVED AS SUPPLEMENT #2
TO BSEU CONTRACT FOR 2002-2006
ICAUC 7/23/03
DSH 7/23/03

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Letters of Understanding

Two new letters of understanding will be attached to the contract:
1) Vacation procedure at Illini Union
2) O & M Guidelines for Work Assignment Changes Within A Shift

Current letters of understanding will remain attached to the contract. (Supplement 1 & 2) Supplement #1 has been modified to include actual changes in work patterns between BSW's and FSW.

Supplement #3 – Illini Union Vacation Use Procedures
(The application of this vacation procedure shall be reviewed at a labor management meeting one (1) year from the date of this agreement)

Illini Union – Building Service Workers, Maids and Linen Maids

In general, vacation use at the Illini Union falls into two (2) categories. The first category covers vacation of a short term, usually one or two days in duration. The second category covers longer term vacations of one or more weeks in duration. Employees are encouraged to take vacation during the summer months or other periods of lesser activity at the Illini Union. The guidelines for the procedures to request short and long term vacations are different and are listed below.

GENERAL PROCEDURES FOR BOTH SHORT AND LONG TERM REQUESTS

1. All vacation requests should be made using the standard vacation request form.

2. Vacation approvals or denials will be based on the operational needs of the Illini Union and seniority among the members of a particular shift.

3. Vacation cannot be approved if the employee does not have sufficient benefits accrued to cover the entire period of the request. In extreme circumstances when an employee does not have sufficient benefits accrued, an employee may be approved for use of "leave without pay". Any absence from the workplace without prior approval may lead to disciplinary action.

4. Emergency vacation may be requested either in person or by telephone. Use of emergency vacation may be for personal or family reasons. The Illini Union strongly discourages using emergency vacations in situations that do not warrant its use.

5. Employees are responsible for keeping track of their own vacation benefit accrual balances. Questions concerning accrued vacation benefits should be directed to the Illini Union Staff Development and Resources Department.

6. Once a vacation has been approved, a more senior employee cannot bump the already approved employee's vacation.

SHORT TERM VACATION

1) Requests for short term vacations should be given to the shift foreman no later than one (1) week in advance of the date an employee desires to be absent. In the absence of the shift Foreman, requests should be given to the shift sub-foreman.

2) . Approval or denial of requested vacation will generally be returned to the employee no later than twenty-four (24) hours after the request is received.

APPROVED AT SUPPLEMENT # 3
TO BSW CONTRACT FOR 2002 - 2006.

 KMK 7/23/03 DEH 7-23-03

LONG TERM VACATION

In general, requests for long term vacation will follow the guidelines listed below:

1) Long term vacation requests are generally one or more weeks in duration and are intended to be used for an employee to renew physical, psychological, mental vigor and enthusiasm for their work.

2) Requests for long term vacation will be accepted from employees from February 1 through and including February 28 for the coming year. Employees are encouraged to consider using long term vacation during the months of June, July, and August or during other periods of lesser activity in the Illini Union. Employees will be notified of the status of their requests as soon as possible, but no later than March 7th.

3) Approval of requests for long term vacation shall be made on a seniority basis among the members of their particular shift. Approval shall be made with full consideration of manning requirements per shift.

4) Employees may request more than one time period of long term vacation. All such requests should be approved in accordance with #3 above.

The procedure, as outlined above, should be used for vacation by BSW's and maids employed at the Illini Union. These procedures are additional to, but do not replace University Rule 7.05 and 7.06, Vacation and Personal Leave found in Policy and Rules staff manual or Article V,Section SEIU Local 73 Chapter 119 contract.