AGREEMENT BETWEEN

THE UNIVERSITY OF CHICAGO

AND

LOCAL 134 THE INTERNATIONAL BROTHEHOOD OF ELECTRICAL WORKERS A.F.L. - C.I.O.

COMMUNICATIONS TECHNICIANS

DECEMBER 1, 2023

THROUGH

NOVEMBER **30**, **2027**



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AGREEMENT

AGREEMENT made the 1st day of **December, 2023**, by and between THE UNIVERSITY OF CHICAGO, a corporation not for pecuniary profit, organized under the laws of the State of Illinois, located at Chicago, Illinois (the "University"); and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local #134, A.F.L.-C.I.O. (the "Union") for and on behalf of themselves and the employees covered by this Agreement.

ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the University, the Union and the employees in the bargaining unit represented by the Union, and to make clear the basic terms upon which such relations depend. It is the intent of both the University and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

When male pronouns such as "he" or "his" are used in this Agreement, they are meant to apply to both male and female employees.

ARTICLE II - RECOGNITION

<u>Section 2.1</u> - The University recognizes the Union as the exclusive collective bargaining agent for all its regular communications technicians, who work twenty (20) or more hours per week working at its facilities located in the Chicago metropolitan area, excluding all temporary employees, student employees and employees covered by other collective bargaining agreements, guards and managerial employees and supervisors as defined by the National Labor Relations Act.

The term "employee" or "employees" when used in the Agreement shall mean individuals for whom the Union is recognized as the bargaining agent in accordance with the provisions of the paragraph above.

<u>Section 2.2</u> - <u>Work by Supervisors</u>. The University will not use supervisors to perform the normal duties of employees unless an emergency exists. Emergency is defined as an occurrence, which endangers life, health or property and/or disrupts University Operations such as defined in the University's Emergency Management Plan. In addition, there may occasionally arise during unscheduled employee absences special and/ or pressing conditions, which may require the active assistance of the appropriate supervisor, provided no other qualified employee is available.

<u>Section 2.3</u> - <u>Policy on Work Assignments and Contracting Out of Work.</u>

- A. During the term of this Agreement, the University shall not contract out work which has historically been performed by bargaining unit employees where it would result in the lay-off of bargaining unit employees, without first giving the Union the opportunity to bargain concerning such change. The Union agrees that in bargaining full consideration and weight will be given to the institutional needs of the University. The University agrees that in bargaining full consideration and weight will be given to the economic impact on bargaining unit members. The University will not contract out work for the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.
- B. The contracting out of work normally performed by employees within the bargaining unit is considered an appropriate topic for discussion in Labor-Management Conferences as provided in Article XXI.
- C. Grievances protesting subcontracting action taken by the University shall be subject to the grievance procedure including arbitration as provided in this Agreement.

ARTICLE III - NON-DISCRIMINATION

The University and the Union agree that both will abide by the letter and spirit of applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee because of race, color, marital status, parental status, ancestry, source of income, religion, sex, age, national origin, disability, sexual orientation, military discharge status or veteran status.

The parties acknowledge their commitment to maintaining a work environment free from sexual harassment.

ARTICLE IV - FUNCTIONS OF MANAGEMENT

The University shall exercise the regular and customary functions of management, except as otherwise specifically provided in this Agreement, including the authority and the responsibility for the supervision of the employees and of their work; the making of reasonable rules to assure orderly and effective work; the determination of what duties shall be performed and of employee competency; the selection, hiring, transfer, promotion, demotion, layoff and discharge of employees for just cause.

ARTICLE V - PROBATIONARY PERIOD

Each new employee shall be in a probationary status until s/he has completed three (3) months of employment. During his/her probationary period, an employee may be laid-off or terminated at the discretion of the University subject to the grievance procedure for probationary employees (Article VIII, Section 8.4). When successfully completed, the employee's probationary period counts for both length of service and seniority purposes.

ARTICLE VI - UNION MEMBERSHIP

<u>Section 6.1</u> - <u>Employees.</u> All employees shall, within thirty (30) calendar days after the date of execution of this Agreement, or within thirty (30) calendar days following the date of hire, whichever is the later, join the Union and shall during the life of this Agreement remain members of the Union as a condition of employment. However, the University shall not be required to discharge or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for any reason except non-payment of dues.

<u>Section 6.2</u> - <u>Union Activity.</u> The University agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in any Union. The Union agrees that it will not require employees to pay any fee which is excessive or discriminatory as a condition of becoming or remaining a member of the Union. The Union further agrees that its officers, members, and agents will not engage in Union activity on the University's time (not including casual personal conversations between employees), or in a manner that interferes with the efficient operations of the University.

<u>Section 6.3</u> - <u>Bulletin Boards</u>. The University shall permit the Union to post notices of its meetings and other Union activities on bulletin boards normally used for posting notices to employees. Such notices will be mailed to the Director of Labor Relations.

Section 6.4 - Dues Check-off

Whenever an employee covered by this Agreement has executed and delivered to the Employer a proper written authorization for the deduction, by the Employer, from the employee's wages, of Union dues, initiation fees, and assessments, the Employer agrees to make such deductions and, on a monthly basis, to send the amounts so deducted, together with a list of individuals for whom the deductions were made, to the Union. The Union shall notify the Company of all Union dues, initiation fees and assessments that may be due from members. All payroll deduction authorizations signed by employees shall be irrevocable for a period of one year or until the termination of this Agreement between the Company and the Union, whichever occurs sooner, and shall be renewed automatically and irrevocably for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union not more than 30 days and not less than 10 days prior to the expiration of each period of one year, or for each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

The Union assumes full responsibility to notify covered employees as to their rights regarding this Article and further assumes full responsibility for the validity and legality of employee deductions and hereby agrees to indemnify and save the Employer harmless from any claims or loss incurred by the failure of the Union to notify covered employees or by virtue of such deductions and remittances to the Union.

ARTICLE VII - SENIORITY

Section 7.1. Seniority Generally.

- A. Seniority and Job Security. It is the desire and intent of this Article to preserve the principle and policy that job security shall be commensurate with length of continuous service. The University reserves the right, nevertheless, to determine if the employee concerned possesses other relevant qualifications such as physical fitness, ability, training, skill, etc., to fill the position. The question of whether the University has been arbitrary or capricious in such determination shall be subject to the grievance procedure.
- B. Definition of Seniority. The seniority of each employee consists of his/her relative tenure with respect to other employees in his/her classification. Seniority shall accumulate from the first day of employment in the employee's classification, but no employee shall be entitled to benefits of seniority until s/he has completed ninety (90) calendar days service at the University.

Section 7.2. Accumulation of Seniority During Absences

Seniority shall continue to accumulate:

- A. During absences caused by illness or injury incurred in the course of employment equal in length to the employee's seniority standing immediately prior to the occurrence of the illness or injury, but not to exceed a maximum of two (2) years.
- B. During absence for military service to the extent provided in the Military Leave Act, (Uniformed Services Employment and Reemployment Rights Act), as amended.
- C. During other leaves of absence approved by the University in writing for a period of one (1) year or less.

Section 7.3. Loss of Seniority

An employee's accumulated seniority with the University shall be lost when the employee:

- A. Resigns, retires or is discharged for cause, and is not rehired within thirty (30) calendar days,
- B. Is absent for three (3) consecutive working days without notification of the reason for the absence to the University or violation of departmental call-in procedures, unless the employee has a reason acceptable to the University for not furnishing such notifications.

- C. Fails to report to work within ten (10) calendar days after s/he has been requested to return to the same or comparable job within the bargaining unit following a temporary lay-off.
- D. Fails to return from a University-approved leave of absence.

Section 7.4. Recall From Layoff.

- A. Employees temporarily laid-off due to lack of work shall, for a period equal to the date of layoff for a period equal to the length of their accumulated seniority immediately prior to the layoff to a maximum of two (2) years and shall during that period be rehired in order of seniority before new applicants are hired.
- B. The University accepts no responsibility to rehire such laid-off employee on a preferential basis after one (1) bona fide offer of a comparable job within the bargaining unit has been made. After this offer has been made, it is the responsibility of the laid-off employee to seek employment with the University through regular channels and procedures. The recall notice obligation to an employee on layoff shall be considered fulfilled when the University sends the laid-off employee notice by certified letter to the last address provided by the employee, with a copy to the Union.

Section 7.5. Effect of Promotion on Seniority.

- A. An employee promoted to a supervisory position or who accepts another position at the University, inside or outside of this bargaining unit, shall continue to retain his/her seniority in his/her previous classification and occupational group for a period of one (1) year after he starts work in the new position.
- B. However, should an employee return to his previous classification within one (1) year of the effective date of the new position, s/he shall not during one (1) year following the date of his/her return exercise his/her seniority so as to interrupt or supersede already selected schedules for vacation, holidays or leaves. The preceding restriction shall not apply to employees involuntarily transferred.

Section 7.6. Effect of Union Leave on Seniority. Any employee selected as an officer or delegate of the Union shall be allowed reasonable time off for the performance of such Union duties without loss of seniority rights but without pay.

Section 7.7 - Layoffs.

A. In the event of a reduction in force within the unit and/or department, probationary employees shall first be displaced from the classification affected in

order of seniority. If further reduction is necessary, non-probationary part-time employees shall be displaced from the classification affected in order of seniority. If further reduction is necessary, regular full-time employees shall be displaced from the classification affected in order of seniority.

Regular employees so displaced shall be given the opportunity by the University to displace ("bump") the least senior employee, whether full-time or part-time, within the same classification elsewhere in the bargaining unit provided his seniority exceeds that of the employee he seeks to displace.

In no event shall an employee displace another pursuant to this section unless s/he is fully capable of performing the work of the employee s/he seeks to displace.

- B. A former full-time employee who accepted part-time work because of a reduction in force shall be reinstated to full-time status should a full-time position become vacant in his/her classification.
- C. Except in case of emergency, the University shall provide the Union and the affected employee not less than two (2) weeks written notice of any layoff.

<u>Section 7.8. Temporary Employees Hired as Regular Employees.</u>

- A. When a temporary employee is hired as a regular employee, his seniority, including eligibility for sick leave and vacation leave will commence with the last date of hiring as a temporary employee, provided there has been no break in service exceeding seven (7) calendar days.
- B. A temporary employee who is retained by the University for more than one hundred twenty (120) calendar days shall be made a regular employee unless an extension of the period of temporary employment is agreed to by both the parties.
- C. The University agrees to compile and to furnish to the Union a seniority list effective February 1, and to furnish a new seniority list to the Union annually thereafter.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURES

<u>Section 8.1</u> - Whenever any grievance, dispute or controversy arises as to the interpretation or application of any provisions of this Agreement, an earnest effort will be made by all parties affected to achieve a fair and prompt adjustment of such grievance. To facilitate prompt and effective handling of grievances, the following procedures shall be followed:

Step 1 The aggrieved employee will discuss the grievance with his/her immediate Supervisor within thirty (30) days of when the employee knew or reasonably should have known the issue arose

Step 2 If the matter is not satisfactorily adjusted in Step 1, the employee and his/her steward shall submit the grievance in writing to the authorized Department Representative within ten (10) working days of the Step 1 meeting. The written grievance shall contain a brief statement of the nature of the grievance and be signed by the aggrieved employee. The grievance shall be taken up at a grievance meeting between the authorized Department Representative (or his/her designated representative) the Grievant's Supervisor and the Grievant, the Steward and/or the Union's Business Manager (or his/her representative). The authorized Department Representative (or his/her designated representative) shall answer the

grievance in writing within ten (10) working days from the date of the

If a satisfactory settlement cannot be reached at Step 2 and the Union wishes to process the grievance further, the grievance shall be presented in writing to the Director of Employee and Labor Relations (or his/her designated representative) within five (5) working days of the Step 2 meeting by the Union's Business Manager (or his/her representative). The Director of Employee/Labor Relations (or his/her designated representative) shall answer the grievance in writing within fifteen (15) working days after a final hearing, except in cases of termination, which will be answered within ten (10) working days.

meeting.

<u>Section 8.2</u> - Where it is evident that the intervals specified in Section 8.1 cannot be met, they may be extended as mutually agreed upon.

<u>Section 8.3</u> - If the Union wishes to process a grievance further after receiving the University's final answer per Section 8.1, the Union may institute arbitration proceedings not later than (10) working days following receipt of the University's final answer.

<u>Section 8.4</u> - <u>Probationary Employees.</u> Grievances may be presented on behalf of probationary employees, when the case for the grievance occurs between the 30th and 90th calendar day of employment, but such matters may not be carried to arbitration.

<u>Section 8.5</u> - <u>Arbitration.</u> Upon receipt of a request for arbitration, a representative of the Union and a representative of the University shall attempt to agree upon an arbitrator to pass upon the matter. If they are unable to agree upon an arbitrator within one (1) week of the time of their meeting, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the parties may jointly select. If the parties fail to agree on the selection of an arbitrator from this list, each party shall alternately strike one name each until one (1) name remains and the person so named shall be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Agreement.

Should it be determined that an employee was disciplined or discharged without just cause, s/he shall be restored to his/her former status. The University shall have the right to credit against any back pay awarded any earnings, compensation or remuneration received by the employee during the period involved.

The decision of the arbitrator made in compliance with this Agreement shall be final, shall be in writing, shall include the reasons for such findings and the conclusion, and shall be rendered within thirty (30) calendar days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the University and the Union. The University and the Union agree to abide by the arbitrator's decision.

Each party shall be responsible for one-half (1/2) of the expenses and the fees of the arbitrator designated under this Article VIII, as well as any expenses for the services of a court reporter and for the arbitrator's original transcript of the hearing. Each party shall pay for its own copy of the transcript.

ARTICLE IX - STRIKES AND LOCKOUTS

It is agreed by the parties that during the term of this Agreement or any renewal, there shall be no strikes, stoppages, lockouts, picketing, banners, or advertisements concerning any matter in dispute between the University and the Union.

ARTICLE X - POSTING OF VACANCIES

<u>Section 10.1</u> - Vacated or new positions shall be filled, to the extent that qualified workers are available on the basis of seniority as defined in Article VII.

<u>Section 10.2</u> - Resumes should be submitted during the posting period in a format provided by the University. Any additional relevant records, recommendations and transcripts may be required or furnished at the time of interview.

<u>Section 10.3</u> - It is the policy of the University to fill job vacancies where possible by promoting qualified employee applicants from within the University. The University will consider employees represented by the Union prior to considering other applicants to fill vacancies in job classifications covered by this Agreement. The University and the Union agree that when a promotional vacancy occurs at the foreman level, the University will consider qualified applicants in order of seniority to fill such vacancies before resorting to sources other than members of the Union. Vacated or new positions shall be filled, to the extent that qualified workers are available on the basis of seniority as defined in Article VII.

Except in emergency situations, the University will attempt to fill all vacant bargaining unit positions in the manner described above; provided however, that if no qualified applicants are forthcoming, the University may use other recruitment methods including, but not limited to advertisement, and solicitation of applicants.

In addition to the foregoing, the University shall consider qualified applicants referred by the Union.

<u>Section I0.4</u> - When an employee of the University has been selected by the University to fill a vacated or new position, the University shall have the responsibility of notifying him/her of his/her selection in writing within seven (7) calendar days of such selection and arranging for the release of the employee from the job s/he is holding to enable him/her to accept the vacated or new position. Changes shall occur only at the beginning of a pay period, and the employee must be released after one (1) full pay period unless otherwise agreed upon by the employee and the supervisor(s).

<u>Section 10.6</u> - After the posted vacant position has been filled, each unsuccessful applicant shall be informed in writing by the hiring department, within one (1) week thereafter, of the reason or reasons for not having been selected to fill the position.

ARTICLE XI - SICK LEAVE, EXCUSED ABSENCES AND LEAVES OF ABSENCE

Section 11.1 - Sick Leave With Pay.

- A. An employee whose standard workweek is twenty (20) hours or more shall become eligible for paid sick leave upon completion of three (3) months of continuous service. An employee who is engaged on a temporary basis, or who is hired to work irregular hours without a fixed standard workweek shall not be eligible for paid sick leave allowance regardless of the number of hours s/he actually works per week.
- B. Employees shall accrue sick leave at the rate of ten (10) days per year and shall be credited to each employee at the rate of six and seven-tenths (6.7) hours per month for full time employees. No sick leave shall accrue for any month during which employees are absent for more than one-half (1/2) of their standard working hours except where absence is due to paid vacations, paid holidays, paid funeral leaves, jury duty, voting time off or paid military leave. Sick leave with pay shall accrue during any absence brought about because of occupational injury or occupational illness so long as the employee remains eligible for temporary disability benefits under the State of Illinois Workmen's Compensation Act or the Occupational Diseases Act.
- C. An employee's sick leave allowances shall be applied only to absence necessitated by employee illness or injury and the right is reserved by the University at any time to require an employee who has been absent five (5) or more consecutive workdays or who is suspected of abuse of sick leave utilization to submit a certificate issued by a physician licensed to practice medicine as proof of illness. Failure to submit such proof upon request shall automatically disqualify such employee for sick leave allowance with pay and may result in further disciplinary action.

Employees unable to report for work shall so inform their department as soon as possible. Time lost by employees who fail to notify their department as required shall be treated as an unexcused absence. Employees who expect to return and are unable to return at their regular starting time that day, shall call in as above.

- D. Only the standard working hours lost due to absence because of illness shall be charged against the employee's sick leave credits.
- E. An employee shall be in out-of-pay status for all hours lost because of illness or injury in excess of the unused balance of his/her accrued sick leave credits.
- F. Compensation during allowable absences because of illness or injury shall be at the employee's basic straight-time hourly rate.
- G. Authorized absences arising out of industrial accidents suffered in the course of employment at the University shall not be charged against the employee's sick leave credits, except, to the extent necessary to supplement Worker's Compensation benefit payments. The employee is required to notify the departmental office of his/her desire to utilize sick leave in this manner.
- H. The balance of the employee's sick leave credits shall lapse when s/he resigns or is discharged and is not rehired within thirty (30) calendar days following resignation or discharge.

Section 11.2 - Union Leave.

- A. Duly authorized Union members will be granted one (1) excused absence without pay not exceeding five (5) consecutive working days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent business of the Union.
- B. Application for such leaves shall be made at least four (4) weeks prior to the commencement of the period of such absence except where an emergency prevents the giving of such notice.
- C. No more than two (2) employees shall be absent at the same time for such purposes.
- D. An employee elected to a full time position as an officer of the Union shall, upon written request by the Union, receive a leave of absence without pay for the period of service with the Union; provided, however, that in no event shall such leave exceed two (2) three-year terms in office. Upon his/her return, s/he shall be reemployed provided there is then vacant a job which s/he is capable of performing and to which his/her seniority would entitle him.

- E. An employee on Union Leave shall not be eligible for any benefits provided by this Agreement nor shall s/he accumulate seniority during the period of leave. Upon his/her return, he shall have the same seniority he had immediately prior to the leave.
- F. Only one (1) employee may take Union Leave at any one time.

The University agrees to pay not more than one (1) employee for straight time scheduled hours of work lost by such employee during contract negotiations. The Union agrees to advise the University, in writing, of the name of the negotiating committee member at least seven (7) calendar days in advance of the first scheduled negotiation meeting.

<u>Section 11.3</u> - <u>Absence for Jury Duty.</u> Employees who are summoned and report for jury service shall be excused from work for the days on which they serve as a juror and shall receive for each such day of jury service on which they would otherwise have worked, their straight-time hourly rate for normally scheduled work hours. The employee retains the check issued by the court.

In order to receive payment, an employee must give the supervisor notice of the summons at the earliest practicable time. The provisions of this Section are not applicable to an employee who fails to cooperate in seeking to be excused from jury duty when the University deems seeking to be excused is in order.

It is understood that if employees are called to serve as a juror and they are temporarily excused from such service, or are not required to serve as a juror on any of their regularly scheduled workdays, they will report for work during scheduled working hours.

Section 11.4 - Leaves of Absence.

- A. Employees covered by this Agreement shall have the right to make application for leaves of absence for justifiable reasons provided they have completed one (1) year of continuous service. The University will give consideration to the circumstances of each application and shall have the right to determine whether or not the leaves shall be granted and the duration of any leave of absence.
- B. A leave of absence due to continuing, bona fide illness or disability that prevents an employee from working will be approved for a period ending not later than six (6) months from the time the employee's absence began. Such a leave will begin after the exhaustion of accrued sick leave and vacation time.
- C. Application for leave of absence shall be made on a Leave of Absence Request Form_signed by the employee. Each employee granted a leave of absence will receive a copy of the approved Form. Leaves of absence shall be without pay and, at the University's discretion, they may be extended upon receipt of written request for such extension.
- D. During any approved leave of absence or during layoff, an employee may retain health insurance coverage; the University will continue to pay its share of premium costs for

three (3) months; after three (3) months the employee must pay the full premium if he wishes to retain coverage. Retention of insurance coverage is required during leave of three (3) months or less. Arrangements for the payment of premiums are to be made with the University's service provider engaged to collect such premiums.

- E. During any leave of absence, an employee does not accrue sick leave or vacation credits, and is not eligible for any paid time benefit; however, all such benefits become available to the employee but not retroactively for the period of the leave, as soon as the employee resumes work after leave of absence.
- F. An employee on approved leave of absence will be terminated from employment if s/he fails to return to work when the leave of absence expires, unless s/he has a compelling reason acceptable to the University, for his/her inability to return. Falsification of leave of absence application shall be cause for disciplinary action including discharge.
 - G. The University will provide Family and Medical Leave as required by law.

<u>Section 11.5</u> - <u>Funeral Leave.</u> Employees who have completed at least three (3) months of employment shall, upon application to their supervisor, be allowed five (5) working days off at straight-time pay upon the death of a member of the employee's immediate family. Notwithstanding the foregoing, Employees may take up to twenty (20) days of paid bereavement leave following the death of a spouse, domestic partner, or a child (as defined by policy 506). This leave need not be taken on consecutive days but must be taken within one year of the death.

"Immediate family" is defined as parents, step or foster parents, grandparents, grandchildren, in-laws (limited to son, daughter, mother, father), sister, brother, or other relatives as defined by University policy.

Funeral leave as provided for herein shall not be deducted from the employee's allotment of sick leave, vacation days, or personal holidays. Any additional time required by an employee may be charged against the employee's accrued vacation, provided the employee obtains the approval of the supervisor in advance.

The University agrees to give consideration to paid time off in the event of death of a person not bearing the relationship enumerated above on an individual basis.

It is understood that the University has the right to request verification of relationship and death before paying benefits under this Article. It is further understood that the University may request an employee to complete a form indicating the name and relationships of relatives covered by this Section.

<u>Section 11.6</u> - <u>Military Reserve Training Leave.</u> An employee who is in the reserve military service shall be allowed up to two (2) weeks excused absence per year to participate in required military service training. An employee who has completed a year's service may elect to use his/her

accrued vacation for such a leave and retain both his/her vacation and military pay, or s/he may take Paid Military Leave, in which case, s/he may turn over to the University his/her military base and longevity pay and receive his/her regular straight-time pay for his/her scheduled work hours lost during the period of active duty training.

Employees who must be absent for such service training must give their supervisors as much advance notice as possible. Failure to give adequate notice will forfeit an employee's right to Paid Military Leave.

Section 11.7 - <u>Parental Leave</u>. Benefits eligible employees who have completed one consecutive year of service prior to the birth or adoption of a child may take up to six (6) weeks of paid parental leave at the employee's full pay to be completed within twelve (12) months of the event. Pay is determined by the employee's primary position's regular base rate of pay and scheduled weekly hours of work at the time of the leave. Parental leave must be taken in one block within twelve (12) months of the birth or adoption. Employees requesting leave must follow the guidelines laid out in the University's Parental Leave Policy.

ARTICLE XII - AUTHORIZED UNIVERSITY HOLIDAYS

Section 12.1. Accrual.

- A. A regular full-time employee whose standard workweek is thirty-five (35) or more hours shall be paid for authorized University holidays at his/her basic straight-time hourly rate for the number of hours he normally works on a regularly scheduled full work day.
- B. A regular part-time employee whose standard workweek is between twenty (20) and thirty-five (35) hours shall be paid for authorized University holidays at his/her basic straight-time hourly rate for the equivalent in hours of an averaged workday, to be determined by dividing his/her regularly scheduled workweek hours by five (5).
- C. An employee hired on a temporary basis or who is hired to work irregular hours without a fixed standard workweek shall not be paid for authorized University holidays regardless of the number of hours worked per week.

<u>Section 12.2.</u> Absence On Day Before Or After Holiday. An employee who is absent from work on a scheduled workday preceding or following a regular holiday, shall not receive pay for that holiday, unless such absence is excusable because it was previously authorized or subsequently approved by his/her supervisor. A bona fide illness is excusable. An employee on lay-off status or on leave of absence is not eligible for holiday pay.

<u>Section 12.3. List of Authorized Holidays.</u> The authorized University holidays for full-time employees consist of nine (9) regular holidays with pay at eight (8) hours per day. The nine (9) regular holidays are New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Fourth

of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Since the Networking Services department has a seven (7) day schedule, the authorized holiday will be observed on the University-observed holiday.

For authorized University holidays on which payment is regularly allowed an employee at the straight-time hourly rate for the normal workday, such hours shall not be considered as time worked in computing overtime payment due for the workweek.

<u>Section 12.4.</u> Employee Required To Work On Holiday. Employees who are required to work on a regular University holiday shall be compensated at one and one-half (1 1/2) times their basic straight-time hourly rate for the hours actually worked on the holiday.

Section 12.5. Holiday On Regular Day Off. If a regular University holiday falls on a employee's regularly scheduled day off and the employee is eligible for paid holiday compensation as provided in this Article XII, s/he shall be given another day off with straight-time pay to compensate therefore within seven (7) calendar days preceding or fourteen (14) calendar days following the holiday. Such time off shall be counted as time worked in computing overtime hours for the week. If it is not possible to give him/her another day off within this period, s/he shall be paid extra straight-time compensation for the number of hours in a regularly scheduled workday, but such hours shall not count as hours worked in that workweek.

Section 12.6. Personal Holidays.

A. In addition to the nine (9) regular University holidays, each regular employee is eligible for the accrual of Personal Holidays and for the use of such holidays after completing his/her probationary period. Personal Holidays are accrued by eligible employees as follows:

On January 1 of any calendar year, two (2) Personal Holidays

On April 1 of any calendar year, one (1) Personal Holiday

On July 1 of any calendar year, one (1) Personal Holiday

On September 1 of any calendar year, one (1) Personal Holiday

- B. Employees on layoff or leave of absence on any of the foregoing dates shall not accrue the personal holiday for that date.
- C. The employee who has one (1) or more Personal Holidays accrued but not used may, subject to departmental approval, use the day(s) as emergency day(s) off with pay when circumstances justify such use. When an employee wishes to make such use of the day(s) he must notify his/her department as soon as possible, in no case later than his/her scheduled reporting time, and specify the reason for his absence.
- D. It shall be each employee's responsibility to request his Personal Holidays observing the rules of his Department. Failure to request his/her holidays shall not entitle

him/her to "carry over" holidays into the next calendar year nor entitle him to extra payment in lieu of the holidays. Departments will post notices of accrued, unused Personal Holidays during the first week of October of each year and employees will be required to schedule the dates of their remaining Personal Holidays not later than the second week of October each year.

- E. An employee who is eligible for use of accrued vacation time may use a vacation day, subject to the same conditions, as a personal emergency day when he has no Personal Holiday accrued.
- F. If, due to emergency reasons, a Department must ask an employee to forego his scheduled Personal Holiday within one (1) workweek of the scheduled day, the employee shall be paid time-and-one-half for hours worked on that day and his Holiday shall be rescheduled. If the Personal Holiday cannot be rescheduled during that calendar year the employee is entitled to an extra day's pay; hours thus paid for do not count as hours worked.
- G. Employees who have completed their probationary period shall be compensated for unused Personal Holidays upon termination or layoff within the calendar year in which such Personal Holidays were accrued.
- H. An employee who is on layoff or leave of absence status on any of the above accrual dates shall not accrue the Personal Holiday for that date.

ARTICLE XIII - VACATION WITH PAY

Section 13.1 -

An employee whose standard workweek is twenty (20) hours or more shall be eligible for an annual vacation with pay after twelve (12) months of continuous service. An employee who is engaged on a temporary basis or who is hired to work irregular hours without a fixed standard workweek, shall not be eligible for a vacation with pay regardless of the number of hours s/he actually works per week.

The length of the annual vacation with pay for an eligible employee shall be as follows:

After 1 year of service- 3 standard workweeks

After 8 years of service- 4 standard workweeks

After 20 years of service- 5 standard workweeks

"Years of Service" is defined as the employee's total period of continuous employment at the University. "Workweek" and "workday" are defined as the number of hours in the employee's standard workweek and workday.

Section 13.2 – Intentionally Omitted.

<u>Section 13.3</u> - Vacation time shall be accrued monthly at the rate of one-twelfth of the total annual hours of vacation due the employee for each completed month of employment, but no vacation shall accrue for a calendar month during which the employee is in out-of-pay status, on paid sick leave or leave of absence for more than one-half (1/2) of his/her standard working hours for that month. Vacation accrual is limited to one and one-half (1 1/2) times the annual amount and ceases whenever that limit is reached. Upon reaching the accrual limit the employee shall be notified by the University and directed to schedule vacation time. Vacation accrued above the limit shall not be lapsed unless the employee refuses to take time off as instructed.

<u>Section 13.4</u> - Authorized absences caused by illness or injury and approved leaves of absence shall not be interpreted as an interruption of continuous service for the purpose of computing the employee's years of service.

<u>Section 13.5</u> - Insofar as may be consistent with the needs of the University, vacations shall be granted at the time of year selected by the employee, provided, however, that in scheduling vacation to fit the needs of both the employee and the University, no employee shall be deprived of his/her accrued annual vacation except as provided in Sections 13.6 and 13.9 of this Article XIII.

<u>Section 13.6</u> - The University may, to meet emergencies, request an employee to forego all or any part of his/her annual vacation, but in all such cases the University shall pay the employee the vacation allowance to which s/he is entitled in addition to the standard compensation earned by him/her by working during said vacation period. The University shall not request an employee to forego all or any part of his/her vacation for two (2) successive years.

<u>Section 13.7</u> - When an authorized University holiday falls within an eligible employee's vacation period, his/her vacation shall be extended by the number of hours of paid holiday allowance to which the employee is entitled for that holiday.

<u>Section 13.8</u> - Compensation during paid vacation shall be at the employee's basic straight-time hourly rate in effect at the time the vacation is taken except that employees who are working on fixed premium shifts and who have worked on fixed, premium shifts for one (1) or more continuous years at the time vacation is taken will continue to receive regular shift premium payment while on paid vacation. Employees who are on rotating shift schedules and who have worked seventy-five percent (75%) or more of their scheduled work hours on premium shifts during the year immediately preceding the beginning date of vacation shall receive that part of regular shift payment which if proportional to the time worked on premium shifts the preceding year.

<u>Section 13.9</u> - Eligible employees who terminate employment, or are laid-off, and who have completed twelve (12) months of continuous service with the University shall be paid for accrued vacation due up to the effective date of such termination or layoff. However, employees who are discharged for major cause or who resign without giving at least two (2) weeks notice shall not

receive such payment. Examples of "major cause" are theft, physical violence, use of intoxicants or drugs, gross insubordination, deliberate or malicious damage to University property, falsification of payroll or other records.

ARTICLE XIV - HEALTH AND SAFETY

<u>Section 14.1</u> - The Union and the University agree that safe work rules and practices are essential to reduce health and accident hazards on the job. Therefore, the Union and the University undertake to promote full recognition by every employee of his/her responsibility to prevent accidents to him/herself and his/her fellow employees.

<u>Section 14.2</u> - All employees shall conform to all health and safety rules and policies of the University presently in effect or which may be put into effect from time to time. All changes to safety rules or policies should be posted within fourteen (14) calendar days and a copy sent to the Union Office. The University will provide appropriate safety training and agrees that work safety will remain a topic for discussion during its periodic Shop Meetings.

<u>Section 14.3</u> - Employees who are injured in connection with their work or who suffer from an occupational connected disease shall be eligible for benefits prescribed by the Illinois Worker's Compensation Act.

For any absence brought about because of occupational injury or illness the University will continue to pay its share of health and life insurance premiums as long as the employee remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or Worker's Occupational Diseases Act. The employee must pay the employee's share of premiums directly to the University Benefits Office, unless the Worker's

Compensation benefit is being supplemented by either sick pay or vacation pay in which case the employee's share will be deducted from the supplemental payment.

ARTICLE XV - ACCIDENT AND SICKNESS

The University agrees to provide Short Term Disability coverage for employee's with one (1) or more years of continuous service. Following is a general description of the benefits and conditions of this coverage:

- 1. Any eligible employee who is absent from work because of a non-work connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) calendar day of such absence or at the completion of time covered by accrued sick leave whichever is the longer period.
- 2. The benefit payment will be sixty (60%) of basic straight-time hourly earnings. Such benefits to continue so long as the employee is disabled until the end of a thirteen (13) week period limit that begins with the first day of absence, or until Long-Term Disability benefits begin, whichever is later, but not to exceed twenty-six (26) weeks.

ARTICLE XVI - WAGES AND HOURS

Section 16.1. Wages and Hours Generally.

- A. The provisions of this Article are intended only to provide a basis for calculating straight-time, overtime, and premium payments and shall not be construed as a guarantee of hours of work per day or per week.
- B. Overtime or premium payments shall not be pyramided or paid under more than one provision of this Agreement for the same hours worked, except, as provided for in Section 16.1 0 of this Article.
- C. It is understood by the parties thereto that eight (8) hours shall constitute a normal workday. Employees shall be paid at straight-time hourly rates for all hours worked up to and including eight (8) in one (1) workday and forty (40) in one (1) workweek; and for authorized holidays, vacations and sick leaves due to eligible employees in accordance with the provisions of Articles XI (Sick Leave), XII (Authorized University Holidays) and XIII (Vacation with Pay) of this Agreement.

<u>Section 16.2. Daily and Weekly Overtime</u>. Employees shall be paid one and one-half (1 1/2) times the basic straight-time hourly rate for all hours worked in excess of eight (8) in one (1) workday and all hours worked in excess of forty (40) in one (1) workweek, provided:

- A. that daily overtime shall be paid at one and one-half times the basic straight-time hourly rate even though because of time off, with or without pay, the hours actually worked during the workweek total less than forty (40); and
- B. that daily overtime hours shall not be counted again in computing hours worked in excess of forty (40) per workweek.

Section 16.3. On Call Time

- A. <u>Hours Of Weekend On Call Time</u>. Employees will be assigned from time-to-time as Weekend On-Call Technicians. A Weekend On-Call Technician is required to be available by pager to cover emergency calls from midnight Friday night through midnight Sunday, and be able to return on site within one hour if summoned to respond as required
- B. Pay For Weekend On Call Time. For being available as a Weekend On-Call Technician, the employee will receive four (4) hours straight-time pay as "On Call Pay" for each on call weekend (Saturday and Sunday), whether or not he actually receives a call. On-Call hours shall not be included in calculating overtime for the workweek. If an employee is required to return on site or work remotely (including work performed on a computer or phone) while On-Call, he will be compensated only for those hours actually worked on site/remotely at the regular rate of pay, and the hours

spent working on site/remotely will be included in calculating overtime for the workweek.

- C. <u>Hours Of Weekday On Call Time</u>. Employees will be assigned from time-to-time as Weekday On-Call Technicians. A Weekday On-Call Technician is required to be available by pager to cover emergency calls from 7:00 PM until 6:30 AM on his on call night and be able to return on site within one hour if summoned to respond as required
- D. Pay For Weekday On Call Time. For being available as a Weekday On-Call Technician, the employee will receive three (3) hours straight-time pay as "On Call Pay" for each on call night whether or not he actually receives a call. On-Call hours shall not be included in calculating overtime for the workweek. If an employee is required to return on site or work remotely (including work performed on a computer or phone) while On-Call, he will be compensated only for those hours actually worked on site/remotely at the regular rate of pay. The hours spent working on site/remotely will be included in calculating overtime for the workweek.

Section 16.4 - Employees will receive premium pay as set forth below:

- A. <u>Early Reporting With Or Without Advance Notice</u>. When an Employee is required to report early for duty with notice before the end of his shift. In this circumstance, the Employee will be paid one and one-half (1 ½) times his basic straight-time hourly rate for 3 hours or the actual time worked, whichever is greater, for all work performed prior to the scheduled starting time.
- B. <u>Emergency Work</u>. When an Employee is called back to the University for emergency work after having gone home. In this circumstance, the Employee will be paid one and one-half (1½) times his basic straight-time hourly rate for 4 hours or the actual time worked, whichever is greater.
- C. Work On Regular Day Off. When an Employee is required to work on all or part of his Regular Day Off. In this circumstance, the Employee will be paid one and one-half (1½) times his basic straight-time hourly rate for 4 hours or the actual time worked, whichever is greater. "Regular Days Off" each week are defined as Saturday and Sunday or the sixth and seventh days of the employee's workweek regularly taken off each week in lieu of Saturday and Sunday.

<u>Section 16.5</u> - The University shall review the eight (8) hour day schedule from time to time and may alter, amend or discontinue it at any time with reasonable notice to the affected employees and the Union.

<u>Section 16.6</u> - For purposes of computing overtime, workweek is defined as the seven (7) days beginning on Sunday and ending on the following Saturday.

<u>Section 16.7</u> - To the extent practicable, the University will equalize overtime opportunities among employees within their job classifications. The overtime record shall be available for inspection at the request of the Union representative.

<u>Section 16.8</u> - A premium of four percent (4%) per hour above the basic straight-time hourly rates listed in Schedules "A", "B" and "C" of this Agreement shall be paid for the second shift (Evenings) and five percent (5%) for the third shift (Nights).

<u>Section 16.9</u> - Employees whose scheduled work shifts begin on or after 12:00 midnight Saturday night and before 12:00 midnight Sunday night shall be paid a Sunday premium of six percent (6%) in addition to their regular straight-time hourly rates for hours worked in such shifts. Sunday premium pay shall be in addition to any shift premium pay due employees under Section 16.9 of this Article XVI.

<u>Section 16.10</u> - For purposes of this Agreement, the Communications Technician shift will start at 7:00 am, 8:30 am or 10:00 am as directed by management on a rotating basis according to past practice, and will not trigger overtime outside of the parameters of Article 16.2.

Employees working a regularly scheduled shift of eight (8) hours or more shall be entitled to one (1) unpaid meal period of one-half (1/2) hour.

<u>Section 16.11</u> - With respect to assignment, employees shall rotate between the University of Chicago Main Campus and/or satellite locations as designated. Any employee who is assigned to a University of Chicago location other than the Main Campus, will be reimbursed for mileage in accordance with the University's mileage reimbursement guidelines.

ARTICLE XVII - NOTICE OF CORRECTIVE ACTION

The parties agree that a fairly administered progressive corrective action procedure can be effective in identifying and remedying many problems which interfere with employee job performance; they recognize, however, that very serious offenses may warrant immediate discharge. Examples of serious offenses are theft, physical violence, use of intoxicants or drugs, gross insubordination, deliberate or malicious damage to University property or falsification of payroll or other records. Employees shall be furnished a copy of the corrective action notice when issued, and one (1) copy shall be sent to the Union. Except for serious offenses, the progressive corrective action process shall not be advanced if twelve (12) months or more have elapsed since the incident giving rise to the employee's last previous corrective action.

The University and the Union agree that misconduct by an employee because of an alcohol or drug related problem will not be condoned. In furtherance of these objectives, it is agreed that an employee reporting for or carrying on work while showing signs of the use of intoxicants is reason for the University to institute corrective action procedures.

Intentional misuse by employees of the University's electronic data management and information processing systems is an extremely serious violation of the employee's employment responsibilities. Such misuse shall result in disciplinary action which may take the form of immediate dismissal from employment by the University.

ARTICLE XVIII - UNIFORMS AND TOOLS

<u>Section 18.1</u> - <u>Uniforms</u> - Effective April 1, 2001, the University will provide an annual lump sum clothing allowance equivalent to one percent (1%) of the wage rate then in effect for each employee of the Communications Technicians staff. In subsequent years, the clothing allowance will be payable the first pay period in April.

Dress pants of basic colors are required, and nice jeans (no rips or tears) shall also be allowed. Shoes shall be casual to dress shoes. Gym shoes (unless black) are not allowed. The required dress for 2nd shift after 9:00 p.m. shall be casual to include at least jeans and a normal T-shirt. Shorts or sweats are not allowed. During the 3rd shift casual dress, including jeans and gym shoes, is acceptable.

Management reserves the right to require employees to wear a shirt and tie in areas designated by management and during certain timeframes when necessary.

<u>Section 18.2</u> - <u>Tools</u> - The University shall furnish "basic" tools to each employee. A basic tool is one which is considered essential to the ordinary performance of the duties of the employee concerned.

ARTICLE XIX - RETIREMENT INCOME PLAN

<u>Section 19.1</u>. –

Details of the retirement plan can be found in Appendix I.

<u>Section 19.2</u> - Any employee who qualifies by age and service for retirement under the Retirement Plan and who elects to retire from the University shall at that time become eligible for additional compensation based on all the following:

- 1. Eligible employees must have a balance of accrued sick leave hours.
- 2. Eligible employees shall receive additional lump-sum compensation determined by multiplying 40% of up to a maximum of 1,000 hours of their unused accrued sick leave at the time, by the employee's basic straight-time hourly rate (not to exceed 400 hours pay).
- 3. Such lump-sum compensation shall be paid as terminal compensation, and in addition to working hours and any unused personal holiday time and accrued vacation hours as provided under this Agreement. In the event the employee becomes deceased during active employment, such payout and the

compensation listed in this subsection (2) shall be made to the employee's designated beneficiary.

ARTICLE XX - GROUP HOSPITAL, SURGICAL-MEDICAL INSURANCE AND OTHER BENEFIT PLANS

Section 20.1 - Health Care Benefit Plans

Effective January 1, 2020, the full-time employee's share of monthly health care plan rates will be as shown in the table in Appendix B.

There will be no increase in health care plan rates shown in Appendix B through December 31, 2020. If the University changes the employee contribution, plan coverage, or carrier for non-union employees, the Union will be notified at least 60 calendar days prior to the effective date of such changes. Such changes shall be effective on January 1st throughout the term of this Agreement.

The University plans to continue to offer the above plans for the term of this Agreement. However, if during the term of this Agreement it becomes necessary to remove or change any of the above health plans, the University will first give the Union notice and afford the Union the opportunity to bargain concerning such change.

The University's contributions toward the Maroon Plan coverage, Health Maintenance Organization coverage, or toward any new health care plan are applicable only for employees who are in active pay status, except as provided in Sections 11.4 and 14.3 of this Agreement.

<u>Section 20.2</u> - Employees reaching three (3) months of service shall be obliged to participate in and make contributions to the University's Long Term Disability Plan.

ARTICLE XXI - LABOR / MANAGEMENT CONFERENCES

The Union and the University mutually agree that in the interests of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management; such meetings to be referred to as "Labor-Management Conferences". Conferences shall be held only if a Union officer or his designated representative and an officer of the University are present. All changes agreed to during such Labor-Management conferences shall be reduced to writing and signed by the University and the Union.

Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or both, by the persons present at a Labor-Management Conference. Labor-Management Conferences shall be exclusive of the Grievance Procedure provided for by Article VIII, and grievances shall not be considered at such Conferences; nor shall negotiations for the purposes of altering the terms of this Agreement be held at such meetings.

ARTICLE XXII - FEDERAL AND STATE LAWS, MUNICIPAL ORDINANCES AND EXECUTIVE ORDERS

If any law, judicial ruling, administrative order or ruling makes this Agreement or any Article/Section of it illegal, or in the judgment of the University unduly burdensome, then the University may at its option terminate the affected Article/Section by written notice to the Union, and thereupon the Union and the University shall in good faith undertake the negotiation of a revised Agreement or new Article/Section as the circumstances may require.

ARTICLE XXIII - WAGE RATES

The agreed upon wage rates as set forth in Schedule A, effective December 1, 2023, the first full pay period in December 2024, the first full pay period in December, 2025 and the first full pay period in December, 2026 shall remain in effect during the term of this Agreement.

ARTICLE XXIV - TERMINATION

Section 24.1. Term of Agreement. This Agreement shall remain in effect for a period of forty-eight (48) months from December 1, 2023, until midnight on November 30, 2027. It shall be automatically renewed after that from year to year subject to termination by either party on any yearly expiration date with not less than ninety (90) calendar days prior written notice to the other party.

Section 24.2. Most Favored Nation Provision. It is understood and agreed that, in the event the University enters into a collective bargaining agreement with the Union covering the Electricians between December 1, 2023 and November 30, 2027, which provides benefits other than those set forth in Articles XI (Sick Leave, Excused Absences and Leaves of Absence), XII (Authorized University Holidays), XIII (Vacation With Pay), XIX (Retirement Income Plan) and/or XX (Health Insurance) of the parties Agreement, then upon written notice from the Union, prior to November 30, 2027, the corresponding provisions of the other single collective bargaining Agreement shall be substituted for and operate in lieu of the provisions of Articles XI, XII, XIII, XIX and XX of this Agreement from the date such notice is received by the University for the duration of the parties Agreement.

Section 24.3. Notices. Whenever it shall become necessary or desirable for either party hereto to serve any notice upon the other, such notice shall be served in person or sent by registered United States mail, postage prepaid, addressed to the University of Chicago, Attention: Director of Employee & Labor Relations, 6054 South Drexel Avenue, Chicago, Illinois 60637, and to Local #134, Attention: Mr. Don Finn, 2722 S. Dr. Martin Luther King Drive, Chicago, Illinois 60616, and to the Steward for Local #134 at such address as shall be furnished in writing to the University.

Section 24.4. Time Limits For Notices. All time limits for response by the parties provided for in this Agreement, except for grievance filings and responses shall commence from the latest date of receipt of notice by registered mail by one of the parties to be notified.

Section 24.5. Zipper Clause. This Agreement constitutes the entire Agreement between the parties and cancels all previous commitments or Agreements, oral or written, except for the Letters of Agreement appended to this Agreement. Both parties acknowledge that during negotiations each had the opportunity to present proposals on any subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered by this Agreement except as specifically provided in this Agreement, and that this Agreement concludes collective bargaining for its term.

Section 24.6. Termination On 90 Days' Notice. If either party notifies the other in writing at least ninety (90) calendar days prior to the expiration date or any annual anniversary of that date, of its desire to modify or amend this Agreement, negotiations will begin within thirty (30) days. In the event such notice is given and the parties reach an impasse in their negotiations, and if the Agreement is not extended and expires, it shall cease to have effect and the parties shall be permitted all lawful economic recourse in support of their respective positions, including the right to institute a strike or lockout in conformity with applicable law.

authorized representatives this 6th day of March THE UNIVERSITY OF CHICAGO: **LOCAL UNION #134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:**

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly

APPENDIX A

COMMUNICATION TECHNICIAN CLASSIFICATIONS SCHEDULE A BASIC STRAIGHT-TIME HOURLY RATES

		Effective	Effective	Effective	Effective
		Dec. 22, 2023	First Full Pay Period (FFPP) in Dec. 2024	FFPP in Dec. 2025	FFPP in Dec. 2026
1532-02 Comm	unication Technician II	\$ 36.76	\$ 38.05	\$ 39.29	\$ 40.47
	Percentage increase	3.5%	3.5%	3.25%	3%
Shift Premiums:	2 nd Shift (evening) = 4%	\$ 38.23	\$ 39.57	\$ 40.86	\$ 42.09
	3rd Shift (night) = 5%	\$ 38.60	\$ 39.95	\$ 41.25	\$ 42.49
	Sunday Premium = 6%	\$ 38.97	\$ 40.33	\$ 41.64	\$ 42.90

APPENDIX B

2023 Insurance Premium Rates for Health Plan

January 1, 2024 Fourth Tier	Under \$47,500	\$47,500 - \$74,999	\$100,000 -	\$175,000 or More
			\$174,999	
	Current Rate	If premium increase is <10% maximum increase shall be 10%	If premium increase is 10% - 15% maximum increase shall be 15%	If premium increase is >15% maximum increase shall be 20%
Maroon Plan				
Yourself Only	\$342	\$322	\$337	\$352
Yourself + Spouse/Partner	\$650	\$510	\$534	\$557
Yourself + Children	\$557	\$417	\$436	\$455
Yourself + Family	\$896	\$647	\$676	\$706
UCHP				
Yourself Only	\$184	\$143	\$150	\$156
Yourself + Spouse/Partner	\$387	\$316	\$330	\$344
Yourself + Children	\$332	\$277	\$290	\$302
Yourself + Family	\$547	\$396	\$414	\$432
HMO ILLINOIS				
Yourself Only	\$150	\$122	\$128	\$133
Yourself + Spouse/Partner	\$327	\$297	\$311	\$324
Yourself + Children	\$270	\$238	\$248	\$259
Yourself + Family	\$452	\$371	\$388	\$404
MAROON SAVINGS CHOICE				
Yourself Only	\$138	\$118	\$123	\$128
Yourself + Spouse/Partner	\$289	\$253	\$265	\$276
Yourself + Children	\$250	\$212	\$222	\$232
Yourself + Family	\$406	\$353	\$369	\$385

RE: Background Checks

During the negotiations for this Agreement, the parties discussed the University's impending implementation of background checks for all new employment applicants. Upon implementation of this program, it may also be necessary for certain current bargaining unit employees to submit to a background check where it is required by regulatory or accrediting bodies, or in order to meet necessary University procedural standards, should the position the employee holds or is seeking to hold requires such verified information.

The University will provide an authorization and release statement that will be signed by all affected individuals, permitting the University to conduct a criminal background check. The purpose of this check is to determine if there are any criminal convictions or pending proceedings that may disqualify the applicant or employee from employment.

In the event an existing employee is disqualified from holding his/her then-current position, the University agrees to confer with the Union to establish a plan of action that will address the impact of such disqualification.

For the University of Chicago Date Sor Local 134, I.B.E.W. Date

RENEWAL-LETTER OF AGREEMENT RE: Drug-free Workplace

During negotiations for the collective bargaining agreement effective December 1, 2019, the parties discussed and agreed that within the term of this Agreement (2019-2023), the University will define a screening and testing procedure which supports the objective of a drug-free workplace. The University agrees to present its proposal to the Union for discussion and both parties will reach agreement upon this procedure and will establish an implementation date.

For the University of Chicago Date

3/6/24

For Local 134, I.B.E.W. Date

December, 2015

President Local 134, I.B.E.W. 600 W. Washington Street Chicago, Illinois - 60606

RENEWAL - Letter of Understanding Training Opportunities/Shop Meetings

During the course of negotiations for this Agreement effective April 1, 2001, the parties had opportunities to discuss the Union's concern that its members have ample opportunities for work-related training. In an effort to address this concern, the Union and the University have agreed as follows:

- Any employee may request work-related training on a form provided by management.
- Management will respond to such requests within a two-week period. Such response will indicate date and method of training and/or will give an estimated timeframe for such training to occur.
- The possible types of relevant training would be:
 - in-house or on-the-job training training administered by management or other NSIT employees;
 - in-house training training administered by an outside vendor;
 - off-site training training administered by an outside vendor, or
 - training resulting in a combination of the latter two

In furtherance of these objectives, the University agrees to establish Shop Meetings for the purpose of identifying and presenting additional related instruction to its employees, including a review of existing systems, the introduction of any new system, relevant safety procedures and presentations by other NSIT employees who can share a particular expertise related to communications in general. It is expected that the Technicians participate in establishing the agenda for such Shop Meetings, to be held on a monthly basis or upon request by either party.

In order to assure that these meetings remain effective, it is agreed that a periodic review will be conducted jointly and a report of the findings and recommendations will be issued.

For the University of Chicago

Date

3/6/24

For Local 134, I.B.E.W.

Date

December, 2015

President Local 134, I.B.E.W. 600 W. Washington Street Chicago, Illinois 60606

RENEWAL - Letter of Agreement - Lead Rotation

During negotiations for the renewal of this Agreement effective April 1, 2001, the parties had several opportunities to discuss the concept of a rotating lead employee and have agreed that the lead responsibilities will occur on a rotating basis for employees not on a permanent shift. The parties also acknowledge that the expected lead duties are already a part of the existing Communications Technician responsibilities. However, the University has found that for continuity of daily work flow (as well as the additional skill(s) gained by the employee who performs lead duty in the Switch room), it agrees to pay a lead differential of five percent (5%) when the Technician is assigned to the Switch room duty shift.

Typical job responsibilities for the Technician on lead duty are as follows:

- 1. Dispatch Technicians as required in order to resolve trouble tickets and problems that have occurred on our Telecommunications systems.
- 2. Communicate with vendors for problem reporting and resolution of vendor equipment and service problems.
- 3. Monitor day-to-day resolution of problems and trouble tickets.
- 4. Keep management informed of day-to-day activities and alert them of major or high priority problems.
- 5. Interface to other groups within our department to resolve problems.
- 6. Other duties as are reasonably expected in accordance with the Technician I and II job descriptions.

Finally, the parties understand that if the need arises, it may be necessary for non-lead Technicians to perform duties designated in the listing above even though they may not currently be assigned the rotating lead.

For the University of Chicago

Date

3/6/24

Mut filled Ty

For Local 134, I.B.E.W. Dat

Letter of Agreement RE: Protective Footwear

During recent contract negotiations, the Union and the University agreed upon language relating to the issuance of protective footwear. Such footwear is currently provided only to the Maintenance and Network Electricians. The parties agree that in the event that the University or OSHA deems it necessary for the Communications Technicians to be issued and to wear such protective footwear, the procedure currently established for the issuance of footwear to the Maintenance and Network Electricians shall apply to the Communications Technicians.

Rul Oh III 3/6/24 Muc scll 3/6/24

For the University of Chicago Date For Local 134, I.B.E.W. Date

IBEW LOCAL 134 – ERIP RETIREMENT PLAN

Mandatory Employee Contribution	3.0% of pay
Base University Contribution	4.0% of pay
	200% match on additional, voluntary employee contribution up to 2% (4% maximum University matching contribution)
University Match on Voluntary Employee Contributions	 Examples: Employee Contributes 3% - University Contributes 4% Employee Contributes 4% - University Contributes 6% Employee Contributes 5% - University
Total Possible Contributions	Contributes 8%
University	8% (4.0% core and up to 4.0% match)
Employee	5%: 3% mandatory + voluntary contributions of either 1 or 2 % (whole numbers only, up to a maximum of 5%)