AGREEMENT BETWEEN

THE UNIVERSITY OF CHICAGO

AND

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

ELECTRICIANS

DECEMBER 1, 2023

THROUGH

NOVEMBER **30, 2027**



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AGREEMENT

This Agreement is made this 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 agency for all employees including seasonal and temporary employees working twenty (20) hours or more per week, male and female, who are employed in the Journeyman Electrician, Electrical Foreman or Fixture Cleaner classifications in the Facilities Services Department and the Journeyman Network Electrician and Network Electrician Foreman classifications in the Networking Services and Information Technologies Department.

Excluded from the bargaining unit are all supervisory employees, students, employees working less than 20 hours per week, salaried employees, professional employees and all other employees represented by other collective bargaining agreements. The term "employee" or "employees" when used in the Agreement means individuals for whom the Union is recognized as the bargaining agency in accordance with this paragraph.

<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. An 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 the first day of unscheduled employee absence a special and pressing condition, which may require the active assistance of the appropriate supervisor.

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

A. The University agrees not to contract out work normally performed by bargaining unit employees except for legitimate economic reasons. Should the University contemplate subcontracting work which has historically been

performed by bargaining unit employees, and such subcontracting will result in the displacement of bargaining unit employees, such action shall be discussed with the Union prior to the implementation of such contract. During the course of this discussion, the University agrees, on request, to supply to the Union relevant data including subcontracting proposals and current costs for performance of the work in question.

- 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 XXIII.
- C. Grievances protesting subcontracting action taken by the University shall be subject to the grievance procedure including arbitration as provided in this Agreement.

<u>Section 2.4.</u> - The University agrees not to use student employees to supplant regular full-time or part-time members of the bargaining unit.

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 he has completed three (3) months of employment. During his 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.

Employees of the University selected to fill apprentice electrician vacancies shall be in a probationary status until the completion of three (3) months' service as an apprentice.

ARTICLE VI - UNION MEMBERSHIP

<u>Section 6.1.</u> – <u>Membership Required</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 beginning of their employment, 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 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 University 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.

- A. Seniority Generally. 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 relative tenure with respect to other employees in his classification within his Department. Seniority shall accumulate from the first day of employment in the employee's classification or special skill, but no employee shall be entitled to benefits of seniority until he/ she has completed ninety (90) calendar days service at the University. An apprentice electrician shall accumulate seniority, for all purposes other than that of shift choice, in the journeyman classification from the beginning date of apprenticeship.

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 he:

A. Resigns or retires

- B. Is discharged for cause, and is not rehired within thirty (30) calendar days,
- C. 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 notification.
- D. Fails to report to work within ten (10) calendar days after he has been requested to return to the same or comparable job within the bargaining unit following a temporary lay-off.
- E. 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 retain seniority accumulated to the date of layoff for a period equal to the length of their accumulated seniority immediately prior to the date of 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 laid-off employees 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 seniority in his previous classification and occupational group for a period of one-hundred eighty (180) calendar days after he starts work in the new position.
- B. However, should an employee return to his previous classification within one-hundred eighty (180) calendar days of the effective date of the new position, he shall not exercise his seniority so as to interrupt or supersede already selected schedules for vacation, holidays or leaves for one hundred eighty (180) days after his

return to his previous classification. This 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, probationary employees shall first be displaced from the classification affected in order of seniority. If further reduction is necessary, non-probationary employees shall be displaced from their Department based upon accumulated seniority in the affected job classification.

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 in the Department, provided his seniority exceeds that of the employee he seeks to displace.

In the event of a layoff in the Journeyman Electrician, Electrical Foreman, Journeyman Network Electrician, Network Electrician Foreman or Apprentice classifications, the University will not assign Fixture Cleaners to perform work previously performed by employees in any of these classifications.

In no event shall an employee displace another pursuant to this Section unless he is fully capable of performing the work of the employee 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 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</u> - <u>Definitions.</u> For purposes of this Agreement, "Classification" refers to the job titles as listed in Schedule "A" of the Agreement. "Department" refers to either Facilities Services Department or Networking Services and Information Technologies Department.

<u>Section 7.9 – 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 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 on February 1 of each year of this Agreement.

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 reasonable should have known the issue arose.
- If the matter is not satisfactorily adjusted in Step 1, the employee and his 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) and the grievant, the steward and/or the Union's Business Manager (or his 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 meeting.
- Step 3 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.

<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. 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, he shall be restored to his 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> - It is the policy of the University to fill job vacancies where possible with qualified applicants from within the University. Therefore, the University will consider bargaining unit employees, provided they are qualified, before other applicants for vacancies in job classifications covered by this Agreement. The University will also consider qualified applicants referred by the Union.

The University and the Union agree that when a promotional vacancy occurs at the foreman level, the University will consider qualified applicants from within the bargaining unit to fill such vacancies before considering non-bargaining unit applicants. In evaluating applicants for a promotional vacancy, the University will consider applicants' seniority along with other relevant factors including skill, ability and experience.

<u>Section 10.2</u> - The University shall bring to the attention of its employees new positions and vacancies in existing positions by posting these positions weekly for a period of at least five (5) working days except when emergency conditions require such vacancies to be filled within a shorter period of time. Such notices shall identify the vacant job by a requisition number and show the name of the department, location of the job, the title, working hours, the rate of pay, the date the job needs to be filled and the date the job will be closed.

<u>Section 10.3</u> - Resumes should be submitted during the posting period in a format requested by the University. Any additional relevant records, recommendations and transcripts may be required or furnished at the time of interview.

Section 10.4 - 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 of his selection in writing within seven (7) calendar days of such selection and arranging for the release of the employee from the job he is holding to enable him 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 10.5</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 of the reason or reasons for not having been selected to fill the position.

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

<u>Section 11.1 - Sick Leave With Pay.</u>

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 he actually works per week.

- B. Employees (as defined in Appendix A of this Agreement) 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 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 absences 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.

Full time employees eligible for use of sick leave with pay may use accrued sick leave for scheduled doctors and dental appointments. Employees utilizing sick leave for such purposes must inform departmental supervision at the time the appointment is made to give the department as much advance notice as possible.

Employees unable to report for work shall so inform their department in accordance with departmental call-in procedure. 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. Compensation during allowable absences because of illness or injury shall be at the employee's basic straight-time hourly rate.
- F. 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 desire to utilize sick leave in this manner.

G. The balance of the employee's sick leave credits shall lapse when 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 leave of 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 on union leave 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 return, he shall be re-employed provided there is then vacant a job which he is capable of performing and to which his seniority would entitle him.
- E. An employee on union leave shall not be eligible for any benefits provided by this Agreement nor shall he accumulate seniority during the period of such leave of absence. Upon his return, he shall have the same seniority he had immediately prior to his leave of absence
- F. 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> An employee who has completed his probationary period and is summoned and reports for jury service shall be excused from work for the days on which he serves as a juror and he shall receive, for each such day of jury service on which he otherwise would have worked, his regular straight-time hourly rate for

normally scheduled work hours. The employee will retain the check issued by the court. It is understood that if an employee is called to serve as a juror and is temporarily excused from such service, or if he is not required to serve as a juror on any of his regularly scheduled workdays, he will report for work during his scheduled working hours. In order to receive payment an employee must give his supervisor notice that he has been summoned at the earliest practicable time.

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 of no more than six (6) months. 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.
- D. During any approved leave of absence, 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 premiums for the plans 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.
- F. An employee on approved leave of absence will be terminated from employment if he fails to return to work when the leave of absence expires, unless he has a compelling reason acceptable to the University, for his inability to return. Falsification of leave of absence application shall be cause for disciplinary action including discharge.
- G. The University will provide Family Leave as required by law, subject to the regulations and requirements of the Family Medical Leave Act (FMLA).
- <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> The University will provide Military Reserve Training Leave as required by law.

<u>Section 11.7 – 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 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 basic

- straight-time hourly rate for the equivalent in hours of an averaged workday, to be determined by dividing his 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 supervisor. A bona fide illness is excusable. An employee on lay-off status or on leave of absence is not eligible for holiday pay.

Section 12.3. List of Authorized Holidays. - The authorized University holidays consist of nine (9) Regular Holidays and five (5) Personal Holidays. The nine (9) Regular Holidays are New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Whenever any of the Regular Holidays falls on Saturday, the preceding Friday shall be considered an authorized holiday for those classifications whose normal work schedules do not include Saturday work. Whenever a Regular Holiday falls on Sunday, the following Monday shall be considered an authorized holiday for those classifications whose normal work schedules do not include Sunday work.

<u>Section 12.4 – Employee Required To Work On Holiday</u>. An employee who is required to work on a Regular University Holiday shall be compensated at two and one-half (2 1/2) times his basic hourly rate for a minimum of three (3) hours or the actual hours worked whichever is the greater.

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, he shall be given another day off with straight-time pay as compensation 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 another day off within this period, 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 permanent employee who works twenty (20) hours or more per week is eligible for the accrual of Personal Holidays. Personal Holidays are accrued by eligible employees as follows:

On January 1 of any calendar year: 2 Personal Holidays

On April 1 of any calendar year, 1 Personal Holiday.

On July 1 of any calendar year, 1 Personal Holiday.

On September 1 of any calendar year, 1 Personal Holiday.

- B. Employees who have accrued Personal Holidays during their probationary period shall not be eligible to use such holidays until they have completed their probationary period.
- C. An employee may choose when to take his Personal Holidays provided that he has given at least two (2) weeks' notice and provided his absence on that day will not unduly hamper operations.
- D. An employee who has one (1) or more Personal holidays accrued but not used (or a vacation day if the employee has no personal holidays) 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 department as soon as possible, in no case later than his scheduled reporting time, and specify the reason for his absence.
- E. It shall be each employee's responsibility to request his Personal Holidays observing the rules of his Department. Failure to request his Personal Holidays shall not entitle him 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 their remaining Personal Holidays no later than the second week of October each year.
- F. If, due to emergency reasons, a Department must ask an employee to work on 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, upon termination or layoff be compensated for unused Personal Holidays accrued 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 -

A. An employee whose standard work week 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 he actually works per week.

The length of the annual vacation with pay for an eligible employee hired in the bargaining unit 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 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 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 annual vacation, but in all such cases the University shall pay the

employee the vacation allowance to which he is entitled in addition to the standard compensation earned by him by working during said vacation period. The University shall not request an employee to forego all or any part of his 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 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, except when the employee is discharged for misappropriation of or damage to University property. An employee who resigns giving less than two (2) weeks notice shall forfeit one (1) week of accrued vacation.

ARTICLE XIV - HEALTH AND SAFETY

<u>Section 14.1</u> - The Union and the University agree that safe working 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 responsibility to prevent accidents to himself and his fellow employees. In furtherance of these objectives it is agreed that one representative will be appointed jointly by the University and the Union as a permanent member of the Safety Committee, to serve for a period of not less than twelve (12) months.

<u>Section 14.2</u> - All employees shall conform to all health and safety rules and attend safety training sessions the University presently has in effect or which may be put into effect from time to time by the University. All changes should be posted within fourteen (14) calendar days and a copy sent to the Union Office.

<u>Section 14.3</u> - The University will make provisions to assure the safety and health of the employees and will provide protective devices, clothing, footwear and other equipment to ensure proper protection as determined by the University and OSHA. Protective footwear shall be issued in accordance with departmental procedure. Employees who are

issued such devices clothing and footwear shall use or wear them during working hours, as required. The University agrees that no employee will work alone on energized conductors or equipment charged with four-hundred forty (440) volts or greater.

<u>Section 14.4</u> - Employees injured in connection with their work or who suffer from an occupational disease shall receive the 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 Occupational Diseases Act. The employee must pay the employee's share of premiums directly to the service provider engaged to collect such premiums, 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.

<u>Section 14.5</u> - Employees whose duties require the use of a University vehicle will be required to have a valid driver's license. Employees will also be required to complete the Vehicle Use Acknowledgment Form required by University Risk Management.

ARTICLE XV - ACCIDENT AND SICKNESS

The University agrees to provide Short Term Disability coverage for employees 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 will 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.

ARTICLE XVI - WAGES AND HOURS

<u>Section 16.1</u> - 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. Overtime or premium payments shall not be pyramided or paid under more than one provision of this Agreement for the same hours worked. 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.

The normal workweek for all part-time employees, except those where seven (7) day coverage is required shall consist of four (4) hours per day.

The normal workweek for all full-time employees, except those where seven (7) day operation is required, shall consist of eight (8) hours per day, five (5) consecutive days per week.

On an on-going basis, management can anticipate many recurring special University events. The parties agree that management will meet with the Union Steward on a quarterly basis in order to establish equitable scheduling for such events. This will be accomplished by reviewing the year's overtime distribution and by assigning underutilized employees to cover these special events.

<u>Section 16.2</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 (1 1/2) 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 - 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.
- 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 (1 ½) 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 (1 ½) 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 16.4</u> - For purposes of computing overtime, workweek is defined as the seven (7) days beginning on Monday and ending on the following Sunday.

<u>Section 16.5</u> - To the extent practical, and in accordance with Section 16.1, 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 16.6</u> - 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 be considered as time worked in computing overtime payment due for the workweek.

<u>Section 16.7</u> - A premium of four percent (4%) per hour above the basic straight-time hourly rates listed in Schedule "A" in this Agreement shall be paid for the second and third shifts respectively to employees. For purposes of this Agreement the first shift shall be designated as the one normally starting on or about 6:00 a.m., the second shift on or about 2:00 p.m., and the third shift on or about 10:00 p.m., provided, however, that the hours of starting of such shifts shall be subject to seasonal variations.

In the event a shift or start time becomes available, employees may use their seniority to choose such shift or start time. Employees opting to leave their currently assigned shift or start time must notify management by June 15 so that personnel change(s) can be implemented on July 1.

<u>Section 16.8</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 four percent (4%) 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 16.10 of this Article XVI.

<u>Section 16.9</u> - Except in case of emergency each employee shall be allowed one (1) fifteen (15) minute rest break during each half-shift, to be taken at times established by management. Each employee shall also be allowed ten (10) minutes clean-up time at the end of his shift.

<u>Section 16.10</u> - Any employee who qualifies by age and service for retirement under the Employee Retirement Income Plan and who elects to retire from the University shall at that time become eligible for additional compensation based on all of 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 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 physically impaired from the use of intoxicants or drugs is reason for the University to institute corrective action procedures.

ARTICLE XVIII - UNIFORMS

The University agrees to furnish seven (7) uniforms and/or coveralls for each employee. Replacement uniforms will be provided every two (2) years, however, no replacements shall be issued without an exchange uniform. Up to two (2) uniforms may be cleaned each week. The University shall provide employees with winter coats and coveralls (or overalls) every two (2) years upon request by the employee. The University agrees to consider the desires of employees within Departments or Occupational Groups with reference to type, material, color and style of such work clothes, but the University reserves the right to make the final decision. Employees shall wear the uniforms provided.

ARTICLE XIX - TOOLS

In the course of performing their work, employees are issued an extensive inventory of equipment including tools, building keys, radios, computers, pagers, telephones, vehicles and uniforms. Bargaining unit members will be expected to exercise reasonable use and care of such equipment.

The University agrees to continue its practice of replacing with quality tools, worn-out or

broken tools of a "basic" nature, personally owned by an employee. A "basic" tool is one which is considered essential to the ordinary performance of the trade or occupation of the employee concerned. Lists of "basic" tools for each respective trade or occupation are on file in the Facilities Services and Networking Services Departmental Offices. The University shall furnish a list of "basic" tools to each employee concerned.

Basic tool lists are trade-specific and will be reviewed jointly by the University and the Union on an as required basis.

Major University owned tools will not be removed from the premises of the University by an employee without the expressed consent of his supervisor.

In lieu of providing bargaining unit employees working in networking services with Employer communication devices (i.e. – handhelds or cellular phones), the Employer will pay each bargaining unit employee in networking services a \$30/month stipend for compensation related to being required to use their personal cellular phones for work related purposes. ARTICLE XX - RETIREMENT INCOME PLAN

Section 20.1. –Retirement Plan

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

ARTICLE XXI - HEALTH CARE AND LIFE INSURANCE BENEFIT PLANS

Section 21.1. - Health Care Benefits.

Effective January 1, 2020, the full-time employees' share of monthly health care plan rates shall be as set forth in Appendix B.

There shall 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 14.4 of this Agreement.

<u>Section 21.2</u> – <u>Long Term Disability</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.

<u>Section 21.3.</u> - <u>Life Insurance Benefits.</u> During the term of this Agreement, full-time employees shall receive Group Life Insurance coverage in the amount of eighteen thousand dollars (\$18,000.00) (\$9,000.00 for part-time employees) which shall be paid for entirely by the University. Employees shall be eligible to obtain additional life insurance coverage in accordance with eligibility requirements and contribution levels established by the University.

ARTICLE XXII - APPRENTICES

The established "in-plant" training period for apprentice Electricians shall be the 48-month period of continuous employment set forth in Schedule "A" of this contract. Equivalent apprentice experience in other employment may, at the discretion of the University be substituted for an equal period of University employment and the starting rate for such apprentices adjusted accordingly.

So long as the University in its discretion deems it practicable, it will make every effort to maintain the present ratio of one (1) apprentice to approximately five (5) journeymen, or major fraction thereof. Whenever sufficient competent journeymen electricians cannot be obtained, the University may, in its discretion, employ a larger proportionate number to fill such vacancies and will confer with the Union when this becomes necessary, but reserves the right to make the final decision. The University may, in its discretion, at all times employ at least one (1) apprentice in the recognized classification of Electrician.

ARTICLE XXIII - LABOR-MANAGEMENT CONFERENCES

<u>Section 23.1</u> - <u>Purpose.</u> The Union and the University mutually agree that in the interests of efficient management and harmonious employee relations, it is desirable that bimonthly meetings be held between representatives of the employees and management; such meetings to be referred to a "Union-Management Conferences".

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 to both, by the persons present at any conference. Such meetings shall be exclusive of the Grievance Procedure provided for by Article VIII, and grievances shall not be considered at such meetings; nor shall negotiations for the purposes of altering the terms of this Agreement be held at such meetings.

<u>Section 23.2</u> - <u>Representatives.</u> The University representatives shall consist of the Director of Labor Relations or his designated representative and such other persons as he may from time-to-time invite. The representatives of the Union shall consist of a paid official of the Union and Stewards.

<u>Section 23.3</u> - <u>Meetings.</u> The time, date and place of the meetings shall be agreed upon by the parties. When such meetings are scheduled during an employee's working hours, no employee shall lose pay for time spent attending such meeting.

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

If any law, judicial ruling, administrative order or ruling makes this Agreement or part of it 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 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. The parties understand and agree that if a subsequent law, judicial ruling or administrative order materially changes the treatment and payment of sick leave accruals, Article XXIV of this Agreement will apply.

ARTICLE XXV - WAGE RATES

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

ARTICLE XXVI - TERMINATION

<u>Section 26.1</u>. <u>Term of Agreement</u>. 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 26.2 Most Favored Nation Provision. It is understood and agreed that, in the event the University enters into any collective bargaining agreement with any other Union representing non-academic University employees 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), XX (Retirement Income Plan) and/or XXI (Health Care and Life Insurance Plans) of the parties' Agreement, then upon written notice from the Union, prior to the expiration date of this Agreement all of the corresponding provisions of such other collective bargaining Agreement shall be substituted for and operate in lieu of the provisions of Articles XI, XII, XIII, XX and XXI of this Agreement from the date such notice is received by the University for the duration of the parties' Agreement.

<u>Section 26.3</u>. <u>Notices</u>. Whenever it shall be necessary or desirable for either party to serve any notice on 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: Executive Director of Employee & Labor Relations, 6054 South Drexel Avenue, Chicago, Illinois 60637, and to Local #134, Attention: Business Manager, 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.

<u>Section 26.4</u>. <u>Time Limits For Notices</u>. 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.

<u>Section 26.5.</u> <u>Zipper Clause</u>. This Agreement constitutes the entire Agreement between the parties and cancels all previous commitments or Agreements, oral or written between them, 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.

<u>Section 26.6.</u> <u>Termination On 90 Days' Notice</u>. 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, if the Agreement is not extended and expires, the Agreement will cease to have effect and the parties will 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.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their duly authorized representatives this <u>6th</u> day of <u>March</u>, <u>2024</u>.

THE UNIVERSITY OF CHICAGO

LOCAL UNION #134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Adrian Fleloz

Dec Part

BM/FS

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Appendix A

ELECTRICIAN CLASSIFICATIONS SCHEDULE A BASIC STRAIGHT-TIME HOURLY RATES

	Effective FFPP December 2023 (3.5%)	Effective FFPP December 2024 (3.5%)	Effective FFPP December 2025 (3.25%)	Effective FFPP December 2026 (3%)
(1) – Facilities Services				
2561-06 – Journeyman Electrician	\$48.68	\$50.38	\$52.02	\$53.58
2562-04 – B Card Journeyman Electrician – (CIT)	\$44.02	\$45.56	\$47.04	\$48.45
2561-04 – B Card Journeyman Electrician – (NICET Certified)	\$44.02	\$45.56	\$47.04	\$48.45
B Card Journeyman Electrician Apprentice				
Beginning (67%) After 6 months (70%) After 12 months (73%) After 18 months (76%) After 24 months (79%) After 30 months (82%) After 36 months (85%) After 42 months (88%)	\$28.49 \$29.76 \$31.04 \$32.31 \$33.59 \$34.87 \$36.14 \$37.42	\$29.49 \$30.80 \$32.13 \$33.44 \$34.77 \$36.09 \$37.40 \$38.73	\$30.45 \$31.80 \$33.17 \$34.53 \$35.90 \$37.26 \$38.62 \$39.99	\$31.36 \$32.76 \$34.17 \$35.56 \$36.97 \$38.38 \$39.78 \$41.19
2561-03 — B-Card Journeyman Electrician	\$42.52	\$44.01	\$45.44	\$46.80
2551-05 – Electrical Foreman	\$53.53	\$55.40	\$57.20	\$58.92

(2) - Networking Service	(2)	— N	letwor	King	Services
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2561-06 – Journeyman Network Electrician Construction	\$48.68	\$50.38	\$52.02	\$53.58
2563-05 – Journeyman Network Electrician	\$42.52	\$44.01	\$45.44	\$46.80
2563-05 – Network Electrician Foreman	\$46.13	\$47.74	\$49.30	\$50.78

2561-02 - Fixture Cleaner Electrician

Beginning	\$16.02	\$16.58	\$17.12	\$17.64
After 6 months	\$18.51	\$19.16	\$19.78	\$20.38
After 12 months	\$22.48	\$23.27	\$24.03	\$24.75
After 15 months	\$26.48	\$27.40	\$28.29	\$29.14

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

Appendix C

LETTER OF UNDERSTANDING-PREMIUM PAY FOR NICET -CERTIFIED EMPLOYEES

During the course of negotiations for the current Agreement, the parties had the opportunity to fully discuss the issue of certification pay for Journeyman Electrician employees who are certified to perform testing on the University's fire alarm systems. It is therefore agreed that the University will pay NICET-Certified employees who are working in the NICET Certified B-Card Journeyman Electrician classification within Facilities Services a premium for such certification as set forth in Appendix A. It is further agreed that the University will pay for the certification exam (provided the employee receives a passing score), and the cost of any subsequent certification renewals.

For the University of Chicago

Ru Ode III

Appendix D

LETTER OF UNDERSTANDING PREMIUM PAY FOR CERTIFIED INFRARED THERMOGRAPHER EMPLOYEE(S)

The Collective Bargaining Agreement includes a separate classification for B Card Journeyman Electrician CIT employees, who receive compensation at a premium rate above B-Card Journeymen Electricians as reflected in Appendix A.

It is further agreed that the University will expand the opportunity for Electrician employees to receive exposure to and direction on the use of thermography techniques. In the event a B-Card journeyman Electrician becomes a Certified Infrared Thermographer, then the employee will receive premium pay in addition to his straight-time hourly rate for all hours worked on any day on which (with supervisor approval) he performs all the components of a Certified Infrared Thermography Electrician as set forth in Appendix A.

For the University of Chicago

Ru Ode III

Appendix E

LETTER OF UNDERSTANDING RE: Safety Shoes

The parties agree that employees covered by this Agreement will be provided with an annual allowance in the amount of \$175.00 during the first full pay period in December of each year of this Agreement to purchase American National Standards Institute (ANSI) Z41 compliant safety shoes.

The shoes should be of a workmanlike appearance, made of leather or similar durable material. Athletic shoes or recreation type shoes are not permitted. Employees, who have safety shoes as a result of this Agreement, shall be required to wear safety shoes during working hours.

For the University of Chicago

Ru On II

Appendix F

RENEWAL - LETTER OF UNDERSTANDING

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

Rul Oden III

Appendix G

LETTER OF UNDERSTANDING REGARDING SCOPE OF WORK (Amended)

If, and when an employee performs work outside their scope of work, the employee shall be paid at the higher rate of pay for the time spent performing the work. The parties agree to continue to meet and discuss in Labor-Management meetings and review scope of work issues in an effort to avoid disputes and grievances related to said scope of work duties.

For the University of Chicago

Ru Ode II

Appendix H

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 Contributes 8%
Total Possible Contributions	
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%)