

AGREEMENT

Between

THE UNIVERSITY OF CHICAGO



and

LOCAL 743

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
COVERING STUDENT LIBRARY EMPLOYEES**



May 25, 2021

through

May 25, 2024

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INTRODUCTION TO AGREEMENT

This AGREEMENT is made this 25th Day of May, 2021 by and between the University of Chicago, a corporation not for pecuniary profit, organized under the laws of the State of Illinois and located in Chicago, Illinois (referred to as the “University” or “Employer”); and the Health Care, Professional, Technical, Office, Warehouse and Mail Order Employees Union, Local 743, International Brotherhood of Teamsters, (referred to as the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the University and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which this relationship depends. The University and the Union both intend 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 employee wages, hours, and working conditions.

ARTICLE 2 RECOGNITION

Section 2.1. Definition of Unit.

- A. The University recognizes the Union as the exclusive bargaining agent for all hourly paid student employees of the University of Chicago Libraries, including students employed at the Joseph Regenstein Library, the Joe and Rika Mansueto Library, Eckhart Library, John Crerar Library, D’Angelo Law Library, and the Social Work Library.
- B. This excludes all employees represented by other labor organizations and covered by other collective bargaining agreements, temporary employees, managerial employees, guards, and professional employees and supervisors as defined in the National Labor Relations Act.

Section 2.2. Monthly Seniority List.

- A. The University agrees to provide the Union with the following lists:
 - 1. **Monthly**
 - a. A seniority report of all bargaining unit employees by name, job classification, hourly rate, total cumulative hours worked in Student Library Employee (bargaining unit) positions and seniority date. This list includes new hires.

Section 2.3. Union Recognition.

The term “employees” and “bargaining unit” when used in this Agreement will mean the individuals for whom the Union is recognized as the bargaining agent in accordance with the provisions of Section 2.1.A.

Section 2.4. Work Preservation.

If any positions currently covered by this Agreement are relocated to another University facility in the Chicago area, the University will continue to recognize the Union as bargaining representative for the employees occupying these positions.

For the purpose of preserving work and job opportunities for employees covered by this Agreement, the University will not transfer assigned job duties out of the bargaining unit with the purpose or intent of eroding the bargaining unit or evading the terms of this Agreement.

ARTICLE 3 UNION SECURITY AND RIGHTS

Section 3.1. Union Shop.

Effective with the thirty-first (31st) day following execution of this Agreement or the thirty-first (31st) day following initial date of employment under this Agreement, whichever is later, all employees shall, as a condition of continued employment, either:

- A. Become members of the Union and maintain their membership in good standing, which will be satisfied by paying the initiation fee and assessments, monthly dues uniformly required for employees to acquire and retain membership in the Union; or
- B. In the case of newly hired and reassigned employees, paying a monthly agency fee to the Union, in an amount prescribed by the Union which shall not exceed the amount of initiation fee and monthly dues uniformly required for employees to acquire and retain membership in the Union.

Section 3.2. Fees.

Once the University receives written authorization from any employee, the University agrees to deduct from their pay Union initiation fees and dues or agency fees in amounts designated from time to time by the Union in writing.

Section 3.3. Dues/Payroll Deduction.

Payroll deductions will begin during the first pay period following receipt by the University of the written deduction authorization and will be made according to a schedule of deductions mutually agreed to by the Union and the University and consistent with payroll deductions made by the University for other purposes.

Section 3.4. Orientation to Union.

The Union Business Agent, a Union Steward, and/or a Union staff representative will be provided the opportunity to orient new employees to the Union for up to thirty (30) minutes at a mutually-agreed time and place, typically at the new employee's work location.

Section 3.5. Voluntary DRIVE Deductions.

The University agrees to deduct and transmit to DRIVE sums deducted from the wages of employees who authorize DRIVE deductions on forms provided by the Union. The University will send a monthly check to the DRIVE national headquarters for the total amount deducted. The check will be accompanied by a list of the employees who have authorized deductions and the amount deducted from each employee. Employees may change the amount deducted once per year. Employees may choose to end the DRIVE deductions by submitting a request in writing at any time.

Section 3.6. Union Leave.

- A. **Convention Leave.** 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.

Application for Union leave will be made at least four (4) weeks before the leave is to begin except where an emergency prevents the giving of such notice. No more than five (5) employees will be absent at the same time for such purposes.

B. Leave for Union Employment.

1. An employee selected to perform paid duties for the Union will, following a written request by the Union, receive a leave of absence without pay for the period of service with the Union; provided, however, that this leave may not exceed one year.
2. The Union will provide a minimum of two (2) weeks' notice of an absence requested under this subsection.
3. The employee returning from leave will be placed in a comparable position in the same salary grade.
4. If the leave under this subsection is more than 12 months, the employee returning from leave will be re-employed provided there is a vacant job which they are capable of performing and to which their seniority would entitle them.
5. An employee taking leave under this subsection is not eligible for any benefits provided by this Agreement nor will they accumulate seniority during the leave. Upon their return, they will have seniority equivalent to that which they had immediately before the leave.

ARTICLE 4 NONDISCRIMINATION

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, national origin, religious or political belief, sex, marital status, parental status, ancestry, source of income, age, disability, sexual orientation, gender identity, military discharge or veteran status, or Union membership or lack thereof, work-study-status and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from unlawful discrimination and harassment.

ARTICLE 5 MANAGEMENT RIGHTS

- A. The Parties recognize that University policies and regulations, including University Statutes and Policies, Academic Policies, and Student Life & Conduct Policies, ("University Policies") define rights and responsibilities for student employees covered by this Collective Bargaining Agreement (referred to as "employees"), in their capacity as students.
- B. This Agreement does not abridge or diminish the terms and provisions contained in University Policies, as they apply to Student Life & Conduct and as each may be amended from time-to-time, so long as the policies are not discriminatory to the students within the bargaining unit.
- C. Management of the University is vested exclusively in the University, except as specifically abridged, modified, or restricted by this Agreement. Such powers, rights, and authority of the University whether written or inherent, are reserved by the University, and the University, through its administration and academic units, has the right:

1. To establish, plan, direct, and control the University's mission, programs, objectives, activities, resources, and priorities;
 2. To establish, administer, consistently interpret, and modify reasonable policies, procedures, rules, and regulations, including University Human Resources Policies. The University's interpretations of policies may change over time, and the University will inform the Union and bargaining unit members of material changes to policies;
 3. To direct and control University operations;
 4. To alter, extend the use of, or discontinue using existing equipment;
 5. To change the location of operations or facilities;
 6. To reasonably determine or modify the number, qualifications, scheduling, responsibilities, classification, workloads, and assignment of work to student employees; the parties acknowledge that the University plans to continue the scheduling practices for student Library employee positions in effect as of the date of ratification of this Agreement. The University will give the Union notice and an opportunity to discuss contemplated changes to scheduling practices before the University implements them;
 7. To establish, maintain, modify, and enforce reasonable standards of performance, conduct, order, and safety;
 8. To evaluate, determine the content of evaluations, and determine the processes and criteria by which student employees' performance is evaluated;
 9. To establish reasonable University policies, procedures, rules, and regulations, including any applicable policies, procedures, rules, and regulations referenced above or created in the future, consistent with the other provisions of this Agreement, and to require student employees to observe such policies, procedures, rules and regulations;
 10. To discipline or discharge a student employee for just cause;
 11. To establish or modify academic calendars, including holidays and holiday scheduling;
 12. To determine all matters, including processes, relating to the recruiting, hiring, promotion, demotion, and layoff of students;
 13. To establish, reduce, alter, combine, or discontinue any job classification, department, unit, operation or service, or portion of a job classification;
 14. To open, close in whole or in part, consolidate, reorganize, relocate, or expand any of the University's facilities, operations and programs; and
 15. To subcontract all or any portion of any operations, except the University will not permanently replace student employees with workers from a temporary ("temp") agency.
- D. The University retains the sole authority to make all decisions involving academic matters, including but not limited to decisions regarding the procedures and practices for student discipline.

1. Violations of University Policies by student employees may, in appropriate situations, result in discipline issued by the Library Administration as well as discipline under the University student disciplinary systems.
2. The Union shall not be involved in such matters pertaining to a student employee's status as a student.

ARTICLE 6 NO STRIKE, NO LOCKOUT

Section 6.1. No Strike Pledge.

During the term of this Agreement or any extension, the grievance procedure in this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, will be the sole and exclusive means of settling any dispute between the employees and/or the Union and the University, whether relating to the application of this Agreement, economic matters, or otherwise. Accordingly, during the term of this Agreement or any extension neither the Union nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with University functions or operations, regardless of the reason.

Section 6.2. Union Duties in Event of Strike.

Should any activity proscribed by Section 6.1 occur, the Union will immediately:

- A. Publicly disavow the action by the employees or others involved;
- B. Advise the University in writing that the action has not been caused or sanctioned by the Union;
- C. Post notices on Union bulletin boards stating that it disapproves of the action and instructing all employees to cease the action and return to work immediately;
- D. Take other reasonably appropriate steps to bring about observance of the provisions of this Section; and
- E. The University will have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Section 6.1, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration will be whether the employee or employees participated in the action prohibited by this Section 6.1. If it is determined that an employee did participate, the disciplinary action taken by the University may not be disturbed.

Section 6.3. No Lockout Pledge.

The University agrees that it will not lock out its employees during the term of this Agreement or any extension.

ARTICLE 7 SENIORITY / PROBATIONARY PERIOD

Section 7.1. Definition of Seniority.

Seniority is an employee's total cumulative hours of employment in student Library employee positions. Seniority will be established monthly in the monthly seniority report sent by the University to the Union. Once seniority has been established for the month, it will not change until the next month.

Section 7.2. Probationary Period.

New employees must complete a probationary period of sixty (60) calendar days and will have no seniority until they complete the probationary period.

- A. The University should train and orient a new employee and may apprise them of their progress during the probationary period.
- B. During the probationary period, an employee may be laid off or terminated at the sole discretion of the University. The University will not exercise this discretion arbitrarily or in violation of Article 3 (Nondiscrimination) of this Agreement.
- C. The Union may present a grievance on behalf of a probationary employee but the grievance may not be submitted to arbitration as provided for in Article 14 (Grievance Procedure) of this Agreement.

Section 7.3. Termination of Seniority/Working Relationship.

An employee's seniority and the employment relationship with the University will terminate if any of the following events occur:

- A. Graduation, without reenrollment in another program;
- B. Disenrollment as a student (not to include a student leave of absence), for any reason;
- C. Discharge for cause;
- D. Absence for five (5) or more consecutive workdays without notification to the University of the reason for the absence, unless the employee can provide evidence that they were unable to notify the University during that time;
- E. Failure to return to work from layoff; or
- F. Not working in a student library employee position for four (4) consecutive quarters.

ARTICLE 8 QUARTER-TO-QUARTER HIRING AND PROMOTIONS

Section 8.1. Quarter-to-Quarter Hiring.

In the event an employee who is employed in one quarter wishes to continue working in a following quarter, she/he/they will inform their supervisor that they wish to continue working in such quarter.

After receiving notice from the employee that they wish to continue working, the supervisor will review the items listed below and inform employees who have requested to work in the following quarter whether they will be offered a position:

- A. The employee's most recent evaluation, together with any disciplinary actions, to determine if the employee has "met expectations" (employees who have not been evaluated and/or have no disciplinary/corrective actions at the level of a written warning or higher will be deemed to have met expectations);
- B. Available work hours;
- C. Budget;
- D. Schedules; and
- E. Employee seniority.

The employee may then decide whether to accept the position.

An employee who does not seek work or who declines an offer of work in a quarter remains eligible to resume work in a later quarter as long as they are enrolled as a student. After their initial quarter of employment, if an employee wishes to be included in a Library department's solicitation for student employment in the next quarter, they may so inform their supervisor. The parties recognize that the form of solicitations for employment varies from department to department.

Section 8.2. Promotions.

A supervisor seeking to hire a Student Lead (which means "higher grade differential" pay with additional responsibilities beyond those of regular student employee positions) will consider all qualified employees in the supervisor's department. The supervisor will select from qualified employees, taking into consideration skill and ability and whether employees can work the Student Lead schedule. When skill and ability are relatively equal, seniority will be the deciding factor.

Section 8.3. Posting of Vacancies.

The University will post vacancies for Student Library Employee positions in keeping with its practices existing at the time of ratification of this Agreement. In the event the University plans to make changes to these practices, it will give the Union notice and an opportunity to discuss the planned changes.

ARTICLE 9 LAYOFF DURING AN ACADEMIC QUARTER

Section 9.1. Factors Considered in Reduction in Force.

In the event of a layoff during an academic quarter, the University will select employees for layoff based on a consideration of:

- A. Skills and ability to satisfactorily perform the work; and
- B. Seniority.

Section 9.2. Notice of Layoff.

- A. Employees will receive at least seven (7) calendar days advance notice of layoff, or they will receive pay in lieu of this notice.
- B. Copies of layoff notifications will be sent via electronic mail to the Union at least three days before the employee is notified of the layoff.

ARTICLE 10 HOURS OF WORK, OVERTIME AND WAGES

Section 10.1. Minimum Rates.

- A. First Year (effective first full pay period after ratification): The minimum wage rate shall be fifteen dollars and thirty cents (\$15.30) per hour.
- B. Second Year (July 1, 2022): The minimum wage rate shall be legally-required minimum wage or fifteen dollars and sixty-one cents (\$15.61), per hour, whichever is greater.
- C. Third Year (July 1, 2023): The minimum wage rate shall be legally-required minimum wage or fifteen dollars and ninety-two cents (\$15.92), per hour, whichever is greater.
- D. Signing Bonus: In the first full pay period after ratification, all employees holding student Library employee positions will receive a signing bonus (one-time payment) of two hundred seventy-five dollars (\$275), less applicable payroll deductions.

Section 10.2. Basis for Time Calculation/No Guarantee of Hours.

The provisions of this Article are intended to provide a basis for calculating straight-time, overtime, and premium payments and will not be construed as a guarantee of hours of work per day or per week. Premiums/differentials contained in this Article shall be cumulative.

Section 10.3. Overtime.

- A. **Weekly Overtime.** Employees will be paid one and one-half ($1\frac{1}{2}$) times the basic straight-time hourly rate plus any applicable premium for all hours worked in excess of forty (40) in one work week.

Section 10.4. Work Week Defined.

For the purposes of computing overtime the work week is defined as the seven (7) days beginning on Sunday and ending on the following Saturday.

Section 10.5. Meal Periods and Breaks.

- A. **Meal Breaks.**
 - 1. Employees working more than four (4) hours are entitled to one (1) thirty (30) minute unpaid lunch break per shift.
 - 2. Employees working less than four (4) hours shall receive no lunch break.

- B. **Breaks.** Employees shall receive a minimum of one (1) fifteen (15) minute break for every (4) hours, or fraction thereof, worked by the employee in any given shift.

Section 10.6. Minimum Hours and Reporting to Work, Exclusions.

If an employee reports to work on a scheduled work day for a shift of four (4) hours or more, but is sent home before completing their scheduled work shift, they will receive (4) hours pay at their regular straight-time hourly rate unless they (a) have been notified not to report for work; (b) they leave work voluntarily before completing four (4) hours; or (c) they are suspended or discharged for cause due to events that occurred the same day. This does not apply when the University's inability to provide work is due to power failure, equipment breakdown, and/or events outside the University's control, such as weather emergencies.

Section 10.7. Lead Pay Differential.

Employees assigned to work as a Student Lead will receive a pay differential of two dollars and forty cents (\$2.40) per hour for hours worked as a Student Lead.

Section 10.8. Solo Pay Differential.

Any employee required to be the only University employee assigned to work at a specific Library building (e.g., D'Angelo Law Library, Social Work Library, Eckhart Library), shall receive a differential of one-dollar (\$1.00), per hour, for all hours worked in a solo capacity.

Section 10.9. Wage Rate for Positions Open Only to Graduate Students.

Positions open only to Graduate Students will have a wage rate that is one dollar (\$1.00) higher than the base wage rate for the position.

Section 10.10. Language Fluency Wage Rate.

Positions that require fluency in any language other than English will have a wage rate that is one dollar (\$1.00) higher than the base wage rate for the position. The University reserves the right to assess employee fluency to determine whether an employee is qualified to hold such a position.

Section 10.11. Experience Pay Differential.

Beginning on July 1, 2021, an employee who has worked 400 hours or more in any Library position shall be paid an additional \$0.50 per hour for all hours worked after reaching the 400-work hour threshold. An employee who has worked 800 hours or more in any Library position shall be paid an additional \$0.50 per hour (\$1.00 total differential) for all hours worked after reaching the 800-work hour threshold. An employee who has worked 1,200 hours or more in any Library position shall be paid an additional \$0.50 per hour (\$1.50 total differential) for all hours worked after reaching the 1,200-work hour threshold.

ARTICLE 11 AUTHORIZED UNIVERSITY HOLIDAYS

Section 11.1. Authorized University Holidays.

- A. Authorized University holidays consist of eight (8) regular holidays. The eight (8) regular holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The day following Thanksgiving
Fourth of July	Christmas Day

- B. Whenever any of the regular holidays falls on Saturday, the preceding Friday will be considered an Authorized Holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered an Authorized Holiday. For units that operate on a seven (7) day schedule, the Authorized Holiday will be observed on the day designated by the University for observation.

Section 11.2. Holiday Pay.

Pay When an Authorized Holiday is Worked.

Employees who are required to work on a regular University holiday will be compensated at one and one-half (1 1/2) times their basic straight-time hourly rate for all hours worked.

ARTICLE 12 PAID SICK LEAVE

The University will continue to provide paid sick leave in accordance with the Chicago Paid Sick Leave Ordinance and other applicable laws.

ARTICLE 13 OTHER LEAVE ALLOWANCES

Section 13.1. Bereavement Leave.

- A. **Generally.** Employees will, with supervisory approval, be allowed bereavement leave for a family member of up to three (3) days on which the Employee was scheduled to work (working days). This leave will be paid at straight time pay for the hours the Employee was scheduled to work. If the employee must travel more than four hundred miles (400) each way to attend a funeral or memorial, then they will be allowed four (4) working days off at straight time pay. "Family" is defined as parents, step-parents or foster parents, sisters, brothers, spouses, children/stepchildren, father-in-law or mother-in-law, or grandparent or grandchild, or domestic partners as defined by University policy.
- B. **Additional Time.** Any additional time off requested may be taken with advance supervisory approval.
- C. **Special Circumstances.** The University agrees to consider on an individual basis paid time off for the death of a person not having one of the relationships to the employee stated above.
- D. **Verification.** The University has the right to request verification of relationship, death, and distance traveled before paying benefits under this Article. The University may require that an employee complete a form stating the names and relationships of relatives covered by this Section.

Section 13.2. Jury Service.

Employees who are summoned and report for jury service in the Illinois counties of Cook, Lake, McHenry, Will, DuPage, or Kane; Wisconsin counties of Racine, Kenosha, or Walworth; and Indiana counties of Lake, Porter, Newton or Jasper will be excused from work for the days on which they serve as jurors and will receive, for each day of jury service on which they would otherwise have worked, their straight-time hourly rate for normally scheduled work hours. The employee may retain the jury service pay received from the court.

- A. In order to receive payment, an employee must give the supervisor notice of the jury summons at the earliest practical time.
- B. Employees who are called to serve as jurors but are later excused from service will report to work for the remainder of their scheduled work hours.

Section 13.3. Participating in National, State, or Municipal Elections.

- A. **Voting Time.** Employees whose working hours prevent them from voting will be allowed a maximum of two (2) hours with pay at the basic straight time rate in order to vote during national, state, or municipal elections provided:
 - 1. the employee submits a written statement to the supervisor stating that the time off will be used for voting only;
 - 2. the employee shows a current proof of voter registration to the supervisor; and
 - 3. arranges the time off with the supervisor at least one (1) working day in advance.
- B. **Employees Serving as Election Officials.** Upon receipt of a written request with at least seven (7) weekdays' prior notice and approval of the department head, which approval may not be unreasonably withheld, employees who serve as judges, clerks, or official watchers at elections in the Illinois counties of Cook, Lake, McHenry, Will, DuPage, or Kane; Wisconsin counties of Racine, Kenosha, or Walworth; and Indiana counties of Lake, Porter, Newton or Jasper will be granted time off without pay on days of national, state, or municipal elections.

Section 13.4. Unpaid Time Off.

An employee may request a period of unpaid time off for justifiable personal reasons. The University will not unreasonably deny such a request.

Section 13.5. Family Medical Leave.

The University will provide Family Medical Leave as required by law.

Section 13.6. Military Reserve Training.

An employee who is in the military reserves or the National Guard will be allowed leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable law.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1. General Provisions.

- A. **Grievance Defined.** A grievance is a difference between the University and the Union or an employee with respect to interpretation of, application of, or compliance with this Agreement or with respect to corrective action taken against an employee, including the reasonableness of University rules of conduct or regulations under which corrective action may have been taken. Grievances and arbitrations will be handled on a timely basis in accordance with the provisions of this Section.
- B. This grievance procedure will be the sole and exclusive means for the resolution of grievances under this Agreement, except that if an employee is named in a complaint or asserts his or her own complaint under Title IX of the Education Amendments of 1972, the matter will be processed through the procedures in place at the University, and the University will make final determinations on whether or not discrimination has occurred and take any necessary action. The University's determination on Title IX complaints shall be non-grievable.
- C. **Requirements.**
1. **University Responses.** Written answers from University representatives at the first and second steps will be sent to the Grievant, Union Steward, and to the Union office. A failure of the employer to meet its deadlines, including deadlines to meet, will result in automatic advancement of the grievance to the next step. A failure of the Union to meet deadlines, will result in the withdrawal/waiver of the grievance, and neither the Union nor the Grievant will have the right to refile a grievance waived under this paragraph.
 2. **Appeals.** In the event the Union is not satisfied with the employer's decision at any step it may appeal in accordance with the provisions related to the next applicable step.

Section 14.2. Grievance Process.

A. Step 1. Filing at 1st Step.

1. **Process.** The employee involved, or the employee with the assistance of a Union Steward, will submit the grievance at the department level, to the Department Head (or designee). The employee/steward should also send a copy of the grievance to the Executive Director of Employee & Labor Relations (or their designated representative). The grievance must be in writing and presented within fourteen (14) calendar days from the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. Grievances involving the termination, suspension, or lay-off of an employee, or Union grievances which pertain to the application of the Agreement to the bargaining unit, shall be filed directly at Step 2, in accordance with the provisions in Section 14.2(B)(3), below.
2. **1st Step Meeting and Department's Response.** Once the grievance is submitted in writing, the Department Head (or their designated representative) and the grievant, the steward, and/or Union Staff Representative will meet to discuss the grievance within fourteen (14) calendar days after receiving the grievance. Following this meeting, the department has twenty-one (21) calendar days to respond to the grievance in writing.

B. Step 2. Second Step Meeting and Office of Employee & Labor Relations' Response.

1. **Appeal to Step 2.** If the grievance is not resolved at Step 1 and the Union wishes to appeal, the written grievance previously submitted will be forwarded by the Union Staff Representative (or designee) to the Executive Director of Employee & Labor Relations (or designee) by e-mail or in accordance with Article 25, within fourteen (14) calendar days after the Step 1 answer.
2. **Step 2 Meeting.** Once Employee & Labor Relations receives the appeal to the 2nd step, the parties will within twenty-one (21) calendar days conduct the Step 2 grievance meeting. The parties may agree to waive the 2nd step meeting. If a 2nd step meeting occurs, the Executive Director of Employee & Labor Relations (or designee) will answer the grievance within twenty-one (21) calendar days of the 2nd step meeting. If the parties agree to waive the 2nd step meeting, the Executive Director of Employee & Labor Relations (or designee) will answer the grievance within forty (40) calendar days after the grievance was submitted in writing at the 2nd step.
3. **Grievances That Start at Step 2.** Grievances involving the termination, suspension or layoff of an employee, or Union grievances which pertain to the application of the Agreement to the bargaining unit, must be submitted in writing to the Executive Director of Employee & Labor Relations (or designee) directly at Step 2 within seven (7) calendar days of the date the employee first knew or could reasonably be expected to have known of the circumstances giving rise to the grievance. A Union staff representative (or designee) will be present at 2nd second step meetings regarding grievances involving termination, suspension, or layoff.

C. Step 3. Appeal to Arbitration. If the grievance is not resolved at Step 2, the Union may request that the grievance be referred to an impartial arbitrator selected in the manner described below.

1. The Union or Employer must make a request for arbitration, by written notice to the University within fourteen (14) calendar days after the date of the Step 2 answer.
2. The parties may initially attempt to agree on an arbitrator.
3. If they are unable to agree within twenty-one (21) calendar days from the date of the request for arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to furnish each party with an identical panel of seven (7) arbitrators drawn from members of the National Academy of Arbitrators in the Chicago area.
4. If the parties have not agreed on an arbitrator or if a panel of arbitrators has not been requested from FMCS within thirty (30) days after the Union's request for arbitration, the Union will provide the University with an update on the status of the grievance. The Union will continue providing the University with status updates every thirty (30) days until an arbitrator has been selected or a panel has been requested.
5. **Selecting an Arbitrator.** The arbitrator will be selected as follows: a coin flip will determine which party strikes first. Following the coin flip, the parties will take turns striking names from the panel, until one (1) name remains. Following the selection of an arbitrator, the parties will arrange for the arbitrator to hear and decide the grievance without unreasonable delay.

Section 14.3. Work Assignment Dispute and Reporting to Work.

In the event of a dispute over a work assignment, the employee will comply with the assignment and then use the grievance procedure provided in this Agreement to settle the dispute. Employees having advance notice may file grievances before doing the assignment.

Section 14.4. Grievance Discussions During Work Hours.

Union Stewards will be permitted to discuss grievances with University representatives in the appropriate steps of the grievance procedure during the Stewards' normal working hours without loss of pay, provided that such discussions will not take excessive periods of time. The following rules will apply:

- A. To minimize the interruption to work, the Steward must notify their supervisor in person, by phone or email as soon as they learn of the Union business, including the anticipated length of time they will be away from their work duties.
- B. Stewards shall limit their time conducting Union business to 10% of their scheduled hours in any workday.

Section 14.5. Union Staff Representative Access to Premises.

A staff representative of the Union shall have reasonable access to University premises for the purpose of conferring before any grievance is reduced to writing.

ARTICLE 15 LABOR-MANAGEMENT CONFERENCES

Section 15.1. General Provisions.

The Union and the University agree that in the interest of efficient management and harmonious employee relations, periodic meetings should be held between the Union and management, such meetings being referred to as "Labor-Management Conferences." Up to five (5) representatives of the University and five employees may participate in the Labor-Management Conferences. The Union may also have a Union staff representative attend Labor-Management Conferences.

Section 15.2. Definition.

Contract administration or application matters, matters of mutual concern, and conditions tending to cause misunderstanding will be addressed in Labor-Management Conference meetings. Topics may include: employee training and development, employee benefits, and other items either party identifies to be considered at any Labor-Management Conference. These meetings are not part of the grievance procedure. Neither grievances nor proposals to alter the terms of this Agreement will be considered at Labor-Management Conferences.

Section 15.3. Agendas.

At least ten (10) days prior to each meeting the University and the Union will exchange information as to the proposed subject matter to be discussed at the forthcoming meeting and the names of those attending.

Section 15.4. Scheduling.

Labor-Management Conferences may occur during working hours. Up to five (5) employees will be compensated for up to one hour should the meeting take place during their scheduled work time.

ARTICLE 16 NEW OR CHANGED CLASSIFICATIONS

Section 16.1. Classification Review Process.

A. Job Evaluation Process.

1. The Union may submit a written request for the evaluation of an employee's job anytime throughout the year using the evaluation form provided by the University. The University will review these requests, provided there is a clear demonstration that the job is improperly classified. The University will evaluate the requests using the standard protocols for the University of Chicago job classification and will notify the Union of the determination within three (3) months of the Union's submission. When the evaluation process is completed the University may install an appropriate title, grade level (if applicable), and if the position's classification is changed, will negotiate promptly with the Union concerning the appropriateness of its decision.
2. The University may review and classify positions throughout the life of this Agreement and will negotiate promptly with the Union concerning the appropriateness of its decisions.
3. The effective date for changed classifications will be the pay period date closest to the submission of the written request.

B. New Job Classifications. If the University wishes to establish new job classifications in the bargaining unit, it will notify the Union as soon as is practical. The University will negotiate promptly with the Union concerning the appropriateness of the position and the established rate.

ARTICLE 17 TRAINING

In the event that new or revised duties are added to an employee's job, or the duties of the employee's job are revised to incorporate the operation of new equipment and/or software, the employee will be given a reasonable opportunity to be trained in the performance of these new or revised duties.

ARTICLE 18 PERSONNEL RECORDS REVIEW

Employees will have the right to inspect their personnel records at least twice in a calendar year at reasonable intervals.

ARTICLE 19 SAFETY AND HEALTH

Section 19.1. Safety and Health Provisions/Safety Committee.

The University will continue to make reasonable provisions for the safety and health of its employees during their hours of employment. The University and the Union will mutually agree upon a list of employees from the bargaining unit who will serve on the Library Safety Committee.

Section 19.2. Safety Standards, Occupational Injury or Illness.

The University will continue to maintain safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection will be available to all employees during all working hours. Employees who are injured on the job or suffer occupational injury or occupational illness will be entitled to prompt handling of their claims for referral to such outside insurance carriers utilized by the University for processing claims.

Section 19.3. Ergonomic Furniture.

If, during the term of this Agreement, the University requires the acquisition of new office equipment for use in conjunction with computer monitors, the University will consider the purchase of "ergonomic furniture," provided, however, cost considerations are equal.

ARTICLE 20 BULLETIN BOARDS

The University will provide adequate bulletin boards or other means for distributing information (such as three-ring binders in some locations) to permit the Union to post/distribute notices of its meetings and other Union activities. No material or notices with content that violates University Policy will be posted.

ARTICLE 21 SUBCONTRACTING

The University agrees not to subcontract work where it would result in the lay-off of bargaining unit employees without first giving the Union notice and the opportunity to bargain. The Union agrees that in bargaining, it will give full consideration and weight to economic savings and institutional needs. The University agrees that in bargaining, it will give full consideration and weight to the economic impact on bargaining unit members. The University will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE 22 MAINTENANCE OF STANDARDS

- A. No employee covered by this Agreement will suffer any loss of wages through the signing of this Agreement.
- B. The University will not modify, alter, add to, withdraw, or introduce any new plan covering wages affecting the employees covered by this Agreement without first giving the Union notice and the opportunity to negotiate concerning the change. If the Library or Human Resources modifies or introduces new policies affecting student Library employees in their capacity as employees, it will provide the Union with a copy of the new or changed policies prior to the effective date. The Library/Human Resources will also provide affected employees with a written copy of the new or changed policies or inform them of the publication of the new or changed policies on the University website.
- C. It is further agreed that no employee or representative will enter into any agreements, contracts, or commitments, either orally or in writing, that interfere with either the intent or content of this Agreement.

ARTICLE 23 SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement will in no event be affected. In the event that any Article or Section is specifically declared invalid by a tribunal of competent jurisdiction, then, if requested by either the University or the Union, the parties will begin collective bargaining negotiations to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE 24 TERMINATION OF AGREEMENT AND NEGOTIATIONS

Section 24.1.

This Agreement will be effective from May 25, 2021 until May 25, 2024. It will be automatically renewed from then on, from year to year, unless either party notifies the other in writing by Registered Mail at least ninety (90) days before the expiration date that it desires to modify, amend, or terminate this Agreement. Negotiations on proposed changes or amendments to the terms of this Agreement, specified in such a notice, will continue until an Agreement is reached, or until this Agreement has been terminated on ten (10) days' notice by either party.

Section 24.2. Union Negotiating Committee.

- A. The University will excuse up to five (5) employee members of the Union's negotiation committee from work (without pay) for negotiating sessions with the University. A negotiation session is defined as scheduled face-to-face or video-conference/remote meetings and related caucuses during meeting days on which contract negotiations occur.
- B. The Union agrees to advise the University, in writing, of the names of negotiating committee members at least twenty-one (21) calendar days in advance of the first negotiation meeting.

Section 24.3. Negotiation Sessions.

Should any party express its desire to modify, amend, or terminate this Agreement, the Parties agree to meet and negotiate, in good faith, for a successor Agreement.

ARTICLE 25 NOTICE

Notices to or from either party will be in writing and served personally or sent by Registered United States Mail, postage prepaid, addressed to The University of Chicago, attention of the Executive Director of Employee & Labor Relations, 6054 S. Drexel, Chicago, Illinois 60637, and to Local Union 743, I.B.T., 4620 S. Tripp Avenue, Chicago, Illinois 60632 and by email.

SIGNATURE PAGE

The parties have caused this Agreement to be executed by their duly authorized representatives, to be effective May 25, 2021.

THE UNIVERSITY OF CHICAGO


Brett Leisker


David Borycz


Jacob M. Rubinstein

**INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, Local 743**


Debra Simmons Peterson


Brendan Crowley


Robby Sullivan


Kevin Sanders


Vivian Schmitter


Cheyenne Wakeland-Hart


Aubrey Crynes

Andrew Dietz