

**AGREEMENT**  
**BETWEEN**  
**ROOSEVELT UNIVERSITY**  
**AND**  
**OPEIU Local 391**  
**OCTOBER 1, 2010 – SEPTEMBER 30, 2014**

2010 – 2014 UNION-UNIVERSITY CONTRACT

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The following index is provided for the convenience of the user and is not a part of the official contract.

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## AGREEMENT

This agreement is entered into this 1st day of October, 2010, between ROOSEVELT UNIVERSITY, Chicago, Illinois Metropolitan Area, hereinafter called "The University" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, OPEIU Local 391, AFL-CIO, CLC, and any successors, hereinafter called "The Union". The parties agree as follows:

Wherever a pronoun designating sex (such as he or she) is used, it is hereby understood that the pronoun should apply equally to both sexes. For example, wherever the word "he" appears, it should be interpreted to mean "he" or "she".

### ARTICLE I-RECOGNITION

Section 1. The Union shall be the exclusive bargaining agent for all office employees of the University in Classes A and B as defined below for rates of pay, salaries, hours of employment, and all other conditions of employment. In addition, those conditions of employment for Classes C, D, E, and H employees specifically mentioned in this Agreement shall be binding upon both parties. Classes F and G employees (Special Projects Employees) will come under the same contract provisions as Class A and B employees except where otherwise indicated in this contract.

- Class A. Full-time permanent office employees are those regularly scheduled to work thirty-five hours per week or 37 ½ hours per week.
- Class B. Part-time permanent office employees are those regularly scheduled to work seventeen and a half (17 ½) or more but less than thirty-five (35) hours per week.
- Class C. Part-time Class C employees are those regularly scheduled to work less than seventeen and a half (17½) hours per week. Should an employee in this class work seventeen and a half (17½) hours or more per week in any four weeks, his classification shall be permanently changed to Class A or B. In no event shall the employee be eligible for fringe benefits until the date the Union-University Committee officially classifies the job as Class A or B.
- Class D. Temporary office employees are those hired on a temporary basis to work 60 calendar days or less in each contract year. Should any employee in this class work more than 60 calendar days, his classification shall be automatically changed to Class A or B.

In no event shall the employee be eligible for fringe benefits until the date the Union-University Committee officially classifies the job as Class A or B.

The University shall notify the Union in writing of Class D employees hired to fill vacant Class A, B, F, or G positions within the University. Such notice shall state date of hire, department, position and permanent employee whom the Class D is replacing.

Class E. Temporary replacement employees are those hired on a temporary basis to replace employees in Classes A, B, F, G and H who have been granted maternity leave, personal leave, medical leave, disability leave, study leave, military leave, degree requirement leave or paternity leave. If the Class A, B, F or G employee goes on vacation prior to the effective date of the leave of absence, the Class E employee may be hired as early as the first day of such vacation. Class E employees who have been employed at the University for one continuous full year shall have the year of service counted toward determining eligibility for income protection, disability, and retirement benefits. Beginning with the first day of the first month following one continuous full year of service, Class E employees shall have the year of service counted toward determining eligibility for life insurance as if he were a Class A or Class G employee.

Class F. Employees who have transferred from a regular University clerical position to a Special Project job.

Class G. Employees who, when hired for a Special Project, were not members of the bargaining unit.

Class H. Temporary replacement employees are those hired on a temporary basis to replace Classes A and B employees who have transferred to Special Projects clerical positions. These employees cannot be members of the bargaining unit prior to their employment. After a Class H employee has been employed in the same position for one (1) full calendar year, he shall have the year of service counted for determining his eligibility for income protection, disability and retirement benefits as if he were a Class A or G employee. Starting with the first day of the first month following or coinciding with a full year of employment in the same position, a Class H employee shall have the year of service counted for determining his eligibility for life insurance as if he were a Class A or G employee.

Section 2. The University agrees that a department will not replace a bargaining unit position with two (2) or more part-time positions totaling substantially the same number of consecutive hours.

Section 3. The University agrees to grant the Executive Board of the Union access to hourly payroll and time records.

Section 4. If any office position is created, or if by realignment of duties the nature of an office position is changed so that the University no longer considers it to be a Union job, a determination as to whether the position should be included in or excluded from the bargaining unit shall be made by collective bargaining between the parties before the position is filled; if no agreement is reached by this method, the question shall be subject to arbitration.

Section 5. No person shall be coerced, intimidated or discriminated against regarding employment decisions or their treatment as employees because of age, ancestry, citizenship, color, creed, disability, gender, gender identity, marital status, military status, national origin, parental status, race, religion, sexual orientation, source of income, unfavorable discharge from military service, veteran status, or as a result of being the victim of domestic or sexual violence, or legitimate Union activity by either the Union or the University.

This policy shall extend to recruitment, hiring, training, compensation, promotion, demotion, transfer, layoff, termination, and other terms and conditions of employment. This policy includes the commitment to maintaining a work environment that is free from unlawful harassment.

Section 6. No supervisor shall perform any substantial amount of work normally or customarily assigned to employees covered by this Agreement except in unusual, or emergency, high work load or other special situations. It is the intent of this provision to make sure the work of the University is accomplished and not to erode bargaining unit jobs.

## **ARTICLE II - UNION SECURITY**

Section 1. All employees who are now or who become members of the Union shall be required to maintain their membership in good standing for the life of this Agreement, or any extension or renewal thereof, as a condition of continued employment with the University. All new classes A, B, E, G, and H employees shall be required to join the Union after sixty (60) calendar days from the date they are employed.

Section 2. The University shall deduct all Union dues and initiation fees owed by employees on the first pay day after sixty (60) calendar days and on the mid-month pay day in each month thereafter, and shall remit them monthly to the Secretary-Treasurer of the Union on or before the 10th of each month, together with two (2) copies of the list of those from whom deductions have been made and the amounts deducted. Whenever the University properly deducts Union dues and initiation fees from an employee who has signed a proper authorization check-off card, and remits such dues and fees to the Union, the Union shall indemnify and save the University harmless from any and all claims, demands, suits or other actions arising from this section.

Section 3. Upon notice from the Union, the Chief Academic Officer or designee and /or the Chief Financial Officer or designee will bring to the attention of the Planning Committee the

Union's desire (a) to be furnished with a copy of the Committee's minutes and (b) to appear before the Committee on matters which the Union believes are of direct interest to it.

### **ARTICLE III - SENIORITY**

**Section 1. Probationary Period.** - All employees shall be actively employed while on probation for sixty (60) calendar days including the first day of employment by the University. Either the University or the Union may request an extension of the initial probationary period for an additional thirty (30) calendar days when unusual circumstances exist. The request must be made at least ten (10) working days prior to the 60th calendar day. The probationary employee must concur in writing with the extension request. In the event the probationary period is jointly extended, the eligibility for Union membership shall be extended accordingly. Unpaid absences shall not count as part of the probationary period. During this period, they shall not be considered regular employees and their discharge shall be at the discretion of the University. The University agrees to give the Union notice in writing at the end of each week when any new employee is hired to fill a position included in the bargaining unit.

Employees who are in their initial probationary period may not apply for transfers, promotions or lower paying bargaining unit positions.

**Section 2. Definition of Seniority.** Seniority of each employee consists of his relative tenure with respect to other employees within Classes A, B, F and G as defined in Article I, Section 1, and shall be University-wide within the jurisdiction of the bargaining unit. If retained beyond the end of the probationary period, an employee shall be considered a regular employee and his seniority shall date back to the first day he was last employed by the University as a bargaining unit employee. The seniority of Class B employees shall be computed on a pro-rata basis.

**Section 3. Grade Change** - When a position is changed to a lower grade, the incumbent employee shall suffer no monetary loss and shall remain at the same seniority level. When a position is changed to a higher grade and the incumbent employee remains in the higher grade job, his seniority within the higher grade for Anniversary in Grade. Increases shall begin as of the effective date of the change to the higher grade. However, his seniority University-wide shall not be affected. See Article XIV, Section 2-C in regard to Class F.

**Section 4. Loss of Seniority** - An employee shall lose his seniority if:

- A. He resigns. In the event that an employee asks to rescind his notice of resignation, his supervisor is authorized to grant a rescission of a resignation if made within two (2) working days of the date of the resignation. If an employee asks to rescind his resignation more than two (2) working days after the date of submission, only the Chief Human Resources Officer or designee will be authorized to grant any such rescission and only as a result of unusual circumstances. Rescissions of resignation must be made in writing.

- B. He is discharged and the discharge is not reversed through the grievance procedure. See Article XIV, Section 2-B for Class F.
- C. After the University recalls him to work after layoff by certified mail, return receipt requested, to his last known address and sends a copy of the notice to the Union, either:
  - (1) he fails, without reasonable excuse, to return to work within seven (7) days from the date of receipt of notice, or to make arrangements with the University within seven (7) days to return at a mutually satisfactory date, or fails to return on that date without reasonable excuse, or
  - (2) the Post Office is unable to deliver the letter and the Union is unable to locate him within seven (7) days.
- D. His layoff lasts for one (1) year or more and he fails to notify the University by certified mail return receipt requested, before the expiration of one (1) year that he desires to return to work at the earliest opportunity, or after one (1) year he fails to so notify the University at intervals not exceeding six (6) months. When an employee with less than one (1) years' seniority is laid off, he shall be placed on the recall list for a period of one (1) year. When an employee with one (1) or more years' seniority is laid off, he shall be placed on the recall list for a period of two years.
- E. Unless it is physically impossible, he does not report for work or notify his supervisor of his whereabouts after three (3) consecutive work days. In such event, the employee shall be treated as having voluntarily resigned.
- F. Employees returning to the bargaining unit after leaving the unit for less than two (2) years, while remaining employed in a benefit-eligible position at Roosevelt, retain their seniority only as it relates to calculating retirement benefits.

Section 5. Discharges - No regular employee shall be discharged except for just cause, which cause shall be subject to question through the grievance procedure. If a discharge is reversed through the grievance procedure, the employee shall be reinstated without loss of seniority. Should the discharge be resolved through arbitration, the determination of any back pay will be made by an arbitrator. In discharging a regular employee, the University shall furnish the Union and the employee two (2) weeks' written notice giving the reasons for the discharge. When an employee is scheduled to be involuntarily discharged due to conduct considered to be a threat to the University and/or personnel, the Chief Human Resources Officer or designee will participate in the final decision and a two (2) weeks' written notice will not be furnished. If the University pays the employee for two (2) weeks in lieu of his working the two (2) weeks, the employee shall continue to receive all benefits due him until the effective date of the discharge. In cases of malfeasance, the discharge may be effective immediately after the Union and the employee have

received written notice giving the reasons for the discharge. For discharge of Special Projects personnel, see Article XIV, Section 2-B.

Section 6. Layoffs - A layoff is defined as the reduction of work to distinguish it from Section 7 where jobs are eliminated.

- A. In case of layoff the employee desiring to remain with the University shall be entitled to any opening then existent for which he is qualified. The employee has a forty-five (45) calendar day trial period with fair and reasonable assistance in order to familiarize him with the procedures of his new position and policies of the office. If unable to perform the assignment satisfactorily, he will return to layoff status.
- B. In the event there are no openings, the employee laid off may exercise his seniority to displace any person with less seniority in the same grade or any lower grade, if he has the necessary qualifications. The displaced person shall have the same right as the person laid off. If unable to perform the assignment satisfactorily within a forty-five (45) calendar day trial period, he will return to layoff status.
- C. Any person displaced and taking another position shall do so with no reduction in salary. In the event the position is in a lower grade, the employee's salary shall not be reduced for a period of one (1) year. At the end of this period, the employee shall be paid the rate of the lower grade based on his seniority in the grade from which he was laid off, and shall keep any merit, longevity and adjustment raises he has received. The employee shall be given first consideration of the reopening of his old job. If an employee refuses recall to the job he occupied before being laid off, he loses recall rights to that position.
- D. Vacant positions shall be offered to employees who have been laid off and meet the qualifications for the position. Recalling of employees shall be done in reverse order of layoff, providing that such employee has sufficient qualifications for the position to be filled.

Notice of recall shall be sent to qualified employees at their last known address recorded in the Office of Human Resources. It shall be sent by certified mail, return receipt requested in reverse order of layoff. The employee must notify the University of his acceptance of recall within five (5) days after receipt of the vacancy notice. The employee must report to work within seven (7) days after receipt of the notice. The University will not hire any new employees while employees are on their recall list, who are qualified or can be trained within two (2) calendar months, to perform the duties of the vacant position.

- E. The University will notify the Union and the affected employee(s) of impending layoffs no less than four (4) calendar weeks before the effective date of such layoff. Any

adjustments necessitated by the above shall be developed by mutual agreement between the Union and the University.

F. Paragraphs A through E do not apply to Class C.

#### Section 7. Abolishments

A. If any Class A or B position is abolished, the University will place the employee in an open position of the same grade or lower for which he can qualify and/or be trained to perform. If unable to perform the assignment satisfactorily within a forty-five (45) calendar day trial period, he will return to abolishment status. He shall receive no loss in pay. In the event that there is no open position, the employee shall report for work daily and be on call for offices which can use his services for a period of up to ninety (90) days after the job is abolished. If no opening has occurred during this ninety (90) day period, the employee will exercise his rights in accordance with the procedures for layoffs detailed in Article III, Section 6. The ninety (90) calendar day period may be extended for another thirty (30) calendar days by mutual agreement between the Union and the University.

B. Should it be necessary to abolish a Class A or B job due to the elimination of work or the realignment of duties, the Class A or B employee laid-off in accordance with Article III, Section 6 shall be given preference for any existing Class C job or jobs for which he is qualified to the full extent of his present hours. The University will notify the Union in writing at least fifteen (15) days before abolishing a position.

The University agrees to attach to the notice of the abolished position(s) a Job Description for that position(s). Job Descriptions for any position(s) affected by the realignment of duties will be submitted to the Union-University Committee for evaluation within forty-five (45) days after the date of notification to the Union of the abolishment.

#### Section 8. Transfers

A. Involuntary Transfers – The University agrees to give at least fourteen (14) calendar days' written notice to the Union of any impending transfers of employees. In case of Union objection to the transfer, the Union shall notify the University of its objection in writing within one (1) week whereupon the matter will be referred to the Union-University committee for collective bargaining.

An employee transferred by the University shall be given a trial period of sixty (60) calendar days with fair and reasonable assistance in order to familiarize him with the procedures of his new position and policies of the office. The University agrees to provide suitable training to enable the employee to perform the new assignment

satisfactorily. If unable to perform the assignment satisfactorily, he shall return to his former position without prejudice or impairment of seniority. In the event the employee's job has been abolished, Section 7, Abolishments shall apply.

- B. Voluntary Transfers - Regular Class A and B applicants who wish to transfer from one position to an open position shall be given preference on the basis of seniority, qualifications and, if appropriate to the job, attendance record (documented disciplinary steps occurring within the previous twelve (12) months for unexcused absences and tardiness). Additionally, regular Class A and B applicants with two (2) documented suspensions in the previous twelve (12) months will not be considered for open positions. When a regular Class E, G, or H employee's current position becomes eligible to be changed to a Class A or B, the incumbent employee will be given consideration for the position after all regular Class A and B employees have been considered for the position. The University agrees not to interview applicants from outside the bargaining unit during the required posting period. Any dispute concerning an employee's qualifications shall be subject to the grievance procedure.

If an employee accepts another bargaining unit position or if an outside applicant is hired, the Union and the bargaining unit applicants not transferred will be notified in writing with specific reasons relating to: 1) less seniority than successful applicant, 2) lack of minimum qualifications or 3) performance issues relating to documented incidents of absenteeism or tardiness. This notification will be provided by the Office of Human Resources no later than one week following the hiring decision.

It is also a general understanding that the University would agree to verbally discuss the specific reasons why a candidate was not successful in his bid for a job opening on a one-to-one basis with the candidate not selected.

Employees shall be allowed only two (2) successful lateral or downward bids during each year of the Contract.

An employee who voluntarily transfers shall be given a trial period of not less than forty-five (45) calendar days nor more than sixty (60) calendar days with fair and reasonable assistance in order to familiarize him with the procedures of his new position and policies of the office. If unable to perform the assignment satisfactorily, he shall be permitted to return to his former position without prejudice, or impairment of seniority.

Employees who are in their trial period may not apply for transfers.

Section 9. Job Posting Procedure – On forms mutually agreed upon by the parties to this Agreement, notice of all vacancies or new office positions created, excluding only those positions not included in the bargaining unit as defined in Article I, Section I, shall be given to the Union at or before posting. Class D openings are not required to be posted. The University

will notify the President and the Secretary-Treasurer of the Union as soon as the Office of Human Resources is notified of a Class D opening. If the University decides not to fill a vacancy within a period of forty-five (45) calendar days, the Executive Board of the Union shall be notified in writing within the same calendar week. Vacancy notices are posted on the Human Resources intranet and web site and will remain posted until the position is filled. A copy of the posting notice shall be given to the Union at the time the notices are posted. Employees shall have six (6) working days following posting of the vacancy notices in which to file applications with the University except where the specified notice of resignation is not given; then they shall have four (4) working days.

- A. The Office of Human Resources will maintain a file of all job descriptions approved by the Union-University Committee after August 1, 1979. After giving a minimum notice of forty-eight (48) hours to the Office of Human Resources, Union employees may examine any job description(s) of the position(s) for which they are applying or for their current position.
- B. It is understood by the Union and the University that the parties may mutually agree not to post a job opening due to extenuating circumstances.
- C. In the event a position is changed from part-time to full-time, the Class B employee in the position can remain. His classification will be changed to Class A and it will not be required that the full-time position be posted.
- D. The University will not be required to post special project openings where the position is projected for less than one-hundred and twenty (120) calendar days.
- E. Where vacancies are to be filled, the University agrees to fill them within forty-five (45) calendar days. If the vacancy is not filled within forty-five (45) calendar days, such vacancy shall be considered the subject of a conference by the Union-University Committee.
- F. When a new or vacant job exists, the University has the right, after notifying the Union, to post the job at the lower or higher grade subject to a later review by the Union-University Committee. If the job grade is subsequently adjusted downward, the incumbent who bids on the job continues to be paid at the job grade in existence at the time the job was posted.
- G. When an employee goes on sick, personal, maternity or paternity leave of absence, his position may be filled by a qualified Class A or B employee from within his office. The Office of Human Resources may place an A or B employee who is currently on floating and/or borrowed status into an E position. The supervisor will be responsible for

selecting the senior qualified applicant for the vacancy. In both situations the successful applicant will be classified as A-E or B-E and will not lose his current or future benefits. A Class E or D employee must fill the position vacated by the A-E or B-E.

If there is no qualified applicant from within the office, the position of the employee going on leave will be filled in the normal manner.

When the employee on leave returns, the A-E or B-E will return to his regular position and the Class E who filled that position will be terminated.

If the employee resigns while on leave, his position will be circulated in accordance with Article III, Section 9. If the A-E or B-E applies for the position and is accepted, his job will be circulated. If the A-E or B-E does not apply or is not accepted for the position, he will return to his regular position after the opening has been filled and the Class E who filled the position will be terminated.

Note: Section 9 does not apply to Special Projects Employees.

Section 10. Seniority and Wage Status Lists - The seniority list and the wage status list (employees by office, classification and their salary) shall be brought up to date at least once each quarter and the Union furnished with a copy of the amended lists.

Section 11. Notice shall be given in writing to the Union at the end of each week when any employee is affected by: 1. Discharge; 2. Resignation; 3. Layoff; 4. Leave of Absence; 5. Change in number of working hours per week; 6. Change in Job Classification; 7. Transfers; 8. Name Change; 9. Promotions.

At the end of each calendar month, the University agrees to provide the Union with the most up-to-date address information available for each bargaining employee. Included in this report will be the effective date for the employee's address.

Section 12. The University agrees to discuss any technological changes which materially impact wages, hours or working conditions which affect the bargaining unit with the Union at the monthly Union/University meeting. In addition, the University agrees to offer employment resulting from such technological changes to its qualified employees before hiring from the outside market. The University further agrees to institute a training program for these qualified displaced employees who wish to accept employment in these automated positions.

The University also agrees to discuss in advance, and no less than 30 days prior, with the Union any other changes which may involve the shift of a major or substantial amount of office or clerical work being done in the University to an office or service outside the University.

The University agrees that the Union will have one (1) member on the University's Information Technology Policy Committee. The Union member will have no voting rights but will provide input into the Committee decisions and participate in Committee discussions.

#### **ARTICLE IV - GRIEVANCES**

Section 1. If differences arise between the University and an employee or employees covered by this Agreement, grievances must be initiated within thirty (30) calendar days of the alleged dispute. There shall be no stoppage of work by the University or the Union for reasons of such dispute or grievance, but an earnest effort to settle it promptly shall be made by the procedure outlined below. However, in the case of discharge, the first two (2) steps will be eliminated. All steps shall be submitted in writing, copied to the Chief Human Resources Officer or designee, and shall be signed by both parties. The University will send a memo to all supervisors outlining and explaining the "Weingarten" rights employees have under the National Labor Relations Act.

Step 1. The aggrieved employee or employees, with the Steward, will meet with the supervisor. The supervisor will be entitled to have a representative present at this meeting. If no agreement is reached within three (3) working days from the date of submission, the supervisor and the Steward shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 2. The employee and the Chief Steward shall refer it to the supervisor's superior or administrative designee. If no agreement is reached within five (5) working days from the date of submission of the grievance to the supervisor's superior, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 3. The Union representatives, with or without an OPEIU representative, shall request a conference with the Union-University Committee. If no agreement is reached within ten (10) working days from the date of submission of the grievance to the Union-University Committee, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 4. Within three (3) working days from the date of submission of the grievance to Step 4, either party may attempt to select an arbitrator mutually satisfactory. If they fail to do so, then either party may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The Union and the University shall strike two (2) names each from the list. The arbitrator whose name is not struck shall hear the matter concerning the application or interpretation of the Agreement. The parties may also mutually agree to utilize the format of the American Arbitration Association's expedited arbitration procedure.

The arbitrator shall have no power to modify, add to, or subtract from any of the terms of this Agreement, nor shall the arbitrator substitute his discretion for that of the parties involved in the grievance. Only the issue or issues presented to the arbitrator may be considered. The arbitrator's decision can only be made retroactive back to the date the grievance occurred or no more than sixty (60) calendar days prior to the date filed, except for payroll errors. The decision of the arbitrator shall be in writing and shall be final and binding on both parties. No more than one (1) grievance involving unrelated issues shall be submitted to the same arbitrator in the same arbitration proceeding except by mutual agreement between the parties. The parties will make every attempt to stipulate as to the issue(s) to be arbitrated beforehand.

The services of the arbitrator and the related expenses incurred at the request of the arbitrator, shall be shared equally by the University and the Union.

#### **ARTICLE V - HOURS OF EMPLOYMENT AND OVERTIME**

Note: Article V, Sections 1, 2, 3, 5 and 6 do not apply to Special Projects Employees.

(See Article XIV, Section 1-E, in regard to hours of employment and overtime for Classes F and G.)

**Section 1.** All Classes A, B, E, and H employees, including those that are new, shall have a regularly scheduled work day and week which shall be established by the supervisor with the approval of the Chief Human Resources Officer or his designee. Deviations from the regularly scheduled work day and week may be made on the basis of mutual agreement between the employee and the supervisor. Permanent changes in the regularly scheduled work day and week may be made on the basis of mutual agreement between the Union and the University. Such agreement shall not be unreasonably withheld by either party.

**Section 2.** The regularly scheduled work day shall consist of not more than seven (7) hours per day unless changed in accordance with the following paragraph. For purposes of computation, the work month shall be considered twenty-two (22) days or one hundred fifty-four (154) hours. The University can, after May 1, 1998, after providing notice to the Union, create an alternate work day to consist of seven and one-half (7 ½ ) hours per day. This alternate work day can be created by the University for any vacant positions or by mutual consent between a supervisor and an incumbent employee. Selection will be by department seniority. For purposes of computation, the alternate work month shall be considered twenty-two (22) days or one hundred sixty-five (165) hours. The Union will be notified annually of the jobs targeted for the alternate work week.

During the term of this Agreement, the Union and the University may mutually agree to flex time work schedules. When a College Dean or a Vice President, subject to the approval of the Chief Academic Officer or designee, submits a comprehensive proposal for such a work schedule, the Union and the University will meet to negotiate the terms with specific attention given to those terms and conditions of the Collective Bargaining Agreement affected. The

resulting mutual agreement will become part of the Collective Bargaining Agreement as a Supplemental Letter of Understanding and will have the same force and effect.

Section 3. The regularly scheduled work week shall consist of not more than thirty-five (35) hours per week. Where possible, these shall be scheduled in five (5) consecutive days, Monday through Friday, inclusive. The alternate work week shall consist of thirty-seven and one-half (37 ½) hours per week.

Section 4. An employee shall be paid one and one-half (1/2 ) times his regular rate for all time in excess of thirty-five (35) hours or in excess of thirty-seven (37 1/2) hours for the alternate work week (except overtime work performed on Sunday) in any one (1) week worked with his supervisor's authorization. Overtime shall be paid for semi-monthly on the next regular pay date. For the purposes of computing overtime, the seven (7) day work week will begin on Sunday and end on Saturday.

Section 5. Two (2) times the employee's regular rate shall be paid for all overtime work performed with his supervisor's authorization on Sunday.

Section 6. Overtime shall be made equally available to all employees within a department who are able to perform the work required satisfactorily. No employee will unreasonably refuse offered overtime if provided adequate notice of the need. Extra work available outside of an employee's department shall be made known to employees. Notices of such work shall be posted.

Section 7. All employees working more than five (5) hours a day shall be permitted a meal period of one (1) hour a day without pay. Meal schedules shall be arranged by mutual consent among the employees and the supervisor in each office. Meal periods for employees working overtime shall be arranged by mutual consent. If the employee works 10 hours or more in a day, for that day the employee will receive a \$8.00 meal allowance paid for by the University, unless the employee accepts a dinner meal provided by the University.

Section 8. Employees regularly scheduled to work seven (7) hours per day shall be entitled to one (1) thirty (30) minute rest period daily or two (2) fifteen (15) minute rest periods daily without loss of pay. The rest period shall be scheduled by mutual consent. The Union shall assume joint responsibility with the University for observance of the rest period(s).

## **ARTICLE VI - HOLIDAYS**

Section 1. The following days shall be recognized as holidays:

New Year's Eve	New Year's Day	MLK Birthday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day	Winter Floating Holiday	Floating Day (2)

Employees on unpaid absences, unpaid leaves of absence, layoff, or initial probation will not be eligible for holiday pay.

Employees will be allowed to use their annual leave time and/or floating day for a religious holiday, on an individual basis, without requiring the mutual consent as provided in the Agreement, provided the employee gives his supervisor ten (10) working days prior notice.

Employees shall be eligible for the Floating Days after sixty (60) days of employment. The date of the Floating Day shall be set by mutual agreement between the employee and his supervisor.

Employees with at least sixty (60) days of employment shall be eligible for a Winter Floating Holiday. With ten (10) working days advance notice, the Winter Floating Holiday shall be taken during one of the weeks in which the Christmas Day or New Year's Day holidays are observed by mutual agreement. Conflicts will be resolved by seniority not later than thirty (30) calendar days prior to the scheduled holiday period.

Section 2. Whenever one of these holidays falls on a Sunday, it shall be observed on the following Monday. Whenever one of these holidays falls on a Saturday, it shall be observed on the preceding Friday provided classes are not in session. When classes are in session, Classes A, B, E, and H employees shall receive their regular salary rates for holidays worked, plus one (1) day holiday to be taken when classes are not in session. Holidays not worked shall nevertheless be counted as regularly scheduled days worked for the purpose of computing overtime. Whenever two (2) consecutive holidays fall on Sunday and Monday, the Sunday holiday shall be observed on Tuesday. Whenever two (2) consecutive holidays fall on Friday and Saturday, the Saturday holiday shall be observed on the preceding Thursday.

Section 3. In addition to the employee's regular rate, he shall be paid for one and one-half (1 ½) times his regular rate in overtime pay for all work performed on holidays observed by the University as designated in Section 1.

Section 4. When a holiday falls on a Class B employee's regularly scheduled day off, he shall be compensated for that time on a pro-rata basis as follows: Total number of hours scheduled during the holiday week, divided by five working days.

Section 5. An employee regularly scheduled to work on the Saturday after Thanksgiving shall be paid one and one-half (1 ½) times his regular rate if classes are not in session. If classes are in session, he shall be paid at his regular rate.

**ARTICLE VII - ANNUAL LEAVE**

Section 1. For Classes A, full-time E, F, G, and H employees:

	Hours Earned per Pay Period		Annual Leave Bank		Maximum Number of Hours Used at One Time	
	Employees with less than 4 years of service*	Employees with 4 or more years of service*	Employees with less than 4 years of service*	Employees with 4 or more years of service*	Employees with less than 10 years of service*	Employees with 10 or more years of service*
35 hours per week	6.47 hours	8.08 hours	252 hours	280 hours	105 hours	140 hours
37.5 hours per week	6.93 hours	8.66 hours	270 hours	300 hours	112.5 hours	150 hours

\*As of the first day of the pay period.

Classes B, part-time E, F, G and H employees shall accumulate annual leave on a pro-rata basis. The maximum for Class B and part-time E, F, G and H employees will be pro-rated. An employee absent without pay will not earn annual leave for the time absent. Employees shall not begin to accumulate annual leave until after they have been employed for thirty (30) days.

Section 2. When a Class A or full-time Class E, F, G or H employee has accumulated the maximum of his annual leave and is requested and agrees to work, the employee will not lose annual leave because of this work.

This section also applies to the pro-rated maximum for Classes B and part-time E, F, G and H employees.

Section 3. Annual leave may be used at any time by mutual agreement between the employee and his supervisor.

Section 4. Upon written request submitted to the Office of Human Resources, each employee shall receive vacation pay prior to leaving on a bona fide vacation to cover all pay dates occurring during such vacation provided the request is submitted at least seven (7) working days in advance and the employee's pay check(s) is not deposited directly. In the event of serious illness, accident or a death (emergency absences from the University), subject to the approval of the Controller, the seven (7) working day notice will not apply. The University, at the discretion of the Controller, may decline to issue an early pay check to an employee who has already received four (4) or more early pay checks under this section during each contract year.

Section 5. Serious Illness or Accident - Effective October 1, 2000 Classes A, full-time F, G and H employees with six (6) or more years of service shall accumulate one (1) day every three (3) months, up to a maximum of twenty (20) working days, to be used in the event of serious illness or accident. In order to be eligible to use the time, the employee must be on a sick leave or caused to be put on sick leave due to the illness or accident. The time shall be used during the first four (4) weeks of consecutive absence/illness. Any unused time shall not be payable to the employee in the event he resigns or is discharged. Part-time employees with the equivalent of six (6) or more years of service shall receive the time on a pro-rata basis.

Effective October 1, 2007 Classes A, full-time F, G and H employees with five (5) or more years of service shall accumulate one (1) day every three (3) months, up to a maximum of twenty (20) working days, to be used in the event of serious illness or accident. In order to be eligible to use the time, the employee must be on a sick leave or caused to be put on sick leave due to the illness or accident. The time shall be used during the first four (4) weeks of consecutive absence/illness. Any unused time shall not be payable to the employee in the event he resigns or is discharged. Part-time employees with the equivalent of five (5) or more years of service shall receive the time on a pro-rata basis.

Effective October 1, 2010 Classes A, full-time F, G and H employees with four (4) or more years of service shall accumulate one (1) day every three (3) months, up to a maximum of twenty (20) working days, to be used in the event of serious illness or accident. In order to be eligible to use the time, the employee must be on a sick leave or caused to be put on sick leave due to the illness or accident. The time shall be used during the first four (4) weeks of consecutive absence/illness. Any unused time shall not be payable to the employee in the event he resigns or is discharged. Part-time employees with the equivalent of four (4) or more years of service shall receive the time on a pro-rata basis.

Section 6. If laid off, a regular employee shall receive the annual leave pay he has accumulated. If such person obtains employment elsewhere as a result of layoff notice and leaves before the effective date of the notice, this shall constitute a layoff, not a resignation.

Section 7. If discharged, a regular employee shall receive 100% of his accumulated annual leave.

Section 8.

- A. An employee shall give the University two (2) weeks' notice of resignation, except in emergency. The written notice shall be submitted to the employee's supervisor with a copy to the Office of Human Resources. An employee giving such notice shall receive 100% of his accumulated annual leave on the next regularly scheduled pay date.
- B. Time not worked after the date of notice will not be paid for, except in the case of an emergency. If an employee fails to give two (2) weeks' written notice, but does give a

minimum of one (1) weeks' written notice, he shall receive that portion of his annual leave that exceeds thirty-five (35) hours or 37.5 hours.

Section 9. In case of death, the beneficiary of the employee, or his estate, shall receive 100% of the employee's accumulated annual leave.

Section 10. In case of leave of more than one hundred twenty (120) days duration, the employee shall, upon written request, receive all annual leave pay due to him.

### **ARTICLE VIII - WAGES, SALARIES AND CLASSIFICATIONS**

Note: Article VIII, Sections 1, 2, 3, and 5 do not apply to Special Projects Employees. (See Article XIV, Section 3-A in regard to wages, salaries, and classifications for Classes F and G employees).

Section 1. All positions which are, on October 1, 2006, salaried positions shall remain salaried positions. The status of all positions created shall be subject to question through the grievance procedure. The University will notify the Union in writing at or before the posting of a position.

Section 2. On October 1, 2010 the following salary rates and classifications shall take effect for Classes A, B, D, E and H employees. However during the term of this agreement the Union-University Committee may mutually agree to add and/or delete grades.

#### **CLASSIFICATIONS**

##### **Grade III**

Senior Clerk  
Receptionist Clerk

##### **Grade IV**

Principal Clerk

##### **Grade V**

Accounting Clerk  
MMS Technician  
Chief Clerk  
Senior Secretary  
Data Entry Clerk  
Cashier

##### **Grade VI**

Administrative Clerk  
Administrative Secretary  
Senior MMS Technician

##### **Grade VII**

Payroll Bookkeeper  
Executive Secretary  
Senior Administrative Secretary  
Senior Administrative Clerk

##### **Section 2-A**

Effective October 1, 2010, each employee will receive a 0% increase on his September 30, 2010 monthly salary.

Effective October 1, 2011, each employee will receive a 2.0% increase on his September 30, 2011 monthly salary.

Effective October 1, 2012, each employee will receive a 2.375% increase on his September 30, 2012 monthly salary.

Effective October 1, 2013, each employee will receive a 3.50% increase on his September 30, 2013 monthly salary.

During the term of this contract, any employee whose work week in his current position has changed to 37-½ hours or when he has transferred from a 35 hour position to a position with a 37-½ hour work week in the same labor grade will receive an 8% increase in his current pay, effective on the date of the change in his work week.

Effective October 1, 2010, the base rates for all labor grades shall be increased by 0% of the September 30, 2010 base rates.

Effective October 1, 2011, the base rates for all labor grades shall be increased by 2.00% of the September 30, 2011 base rates.

Effective October 1, 2012, the base rates for all labor grades shall be increased by 2.375% of the September 30, 2012 base rates.

Effective October 1, 2013, the base rates for all labor grades shall be increased by 3.50% of the September 30, 2013 base rates. (See the following schedules.)

SCHEDULE OF HOURLY BASE RATES – 35 hours

	Hourly base rate on 10/01/10	Hourly base rate on 10/1/11	Hourly base rate on 10/1/12	Hourly base rate on 10/1/13
Grade III	14.77	15.07	15.43	15.98
Grade IV	15.74	16.06	16.45	17.03
Grade V	17.41	17.76	18.19	18.83
Grade VI	19.22	19.61	20.08	20.79
Grade VII	21.33	21.76	22.28	23.06

SCHEDULE OF HOURLY BASE RATES – 37.5 hours

	Hourly base rate on 10/01/10	Hourly base rate on 10/1/11	Hourly base rate on 10/1/12	Hourly base rate on 10/1/13
Grade III	14.87	15.17	15.54	16.09
Grade IV	15.84	16.16	16.55	17.13
Grade V	17.52	17.88	18.31	18.96
Grade VI	19.33	19.72	20.19	20.9
Grade VII	21.46	21.89	22.41	23.2

**Section 2-B. Bargaining Unit Seniority Increases**

Effective October 1, 2010, the following increase will be added to the monthly salary of each current employee on the first of the month following the bargaining unit seniority milestone years noted below. These seniority increases will be awarded in addition to the across-the-board percentage salary increase noted in Article VIII, Section 3-A. These seniority increases are cumulative.

**SCHEDULE OF MONTHLY SENIORITY INCREASES**

Unit Seniority Milestone	
5 years	\$30.00
10 years	\$30.00
20 years	\$30.00
30 years	\$30.00

Section 3. When an employee is transferred from one (1) position to another of the same grade, he shall continue to receive the same salary. When an employee is promoted or reclassified to a higher grade, his salary shall be increased by the difference in the base rates of the two grades. When an employee voluntarily transfers to a lower grade, his salary shall be reduced by the difference in the base rate of the two grades.

Section 4. Effective February 1, 2004, all employees shall be subject to written performance appraisals annually. The performance appraisal system, including forms used and the date of distribution, will be approved by the Union-University Committee. If any deficiencies for which job training is needed are noted in the annual appraisal, the University will provide the employee with such training at University expense.

All past and future performance appraisals shall not be used by either the Union or the University in connection with any grievance, disciplinary matter or promotional opportunity. The performance appraisals will not be placed in the employee's personnel file in the Office of Human Resources.

Section 5. Merit raises are separate and apart from the prevailing wage scale and cannot be affected by raises in base or by automatic increments. Effective September 1, 1971, no further merit increases shall be granted.

**Section 6. Job Reclassification**

- A. Employee Initiated Requests - The employee shall prepare in writing a Job Description Form. The supervisor shall review the form with the employee and shall complete it within two (2) calendar weeks. The supervisor's comments shall be noted in the space

provided on the form. The completed and signed form shall be sent to the Chief Human Resources Officer or designee. After review and acceptance by Human Resources as complete, copies will be provided to the Union-University Committee by Human Resources.

Supervisory Initiated Requests - The supervisor shall prepare the Job Description Form and review it with the employee. The completed form must be submitted to the Chief Human Resources Officer or designee. After review and acceptance by Human Resources as complete, copies will be provided to the Union-University Committee by Human Resources. In the event the Chief Human Resources Officer or designee has requested a Job Description Form it must be submitted within sixty (60) calendar days from the date of the request.

Submission of Job Description - The final, completed copy of the Job Description Form shall be signed by both the supervisor and the employee, then submitted to Human Resources. The Human Resources Office shall date stamp this completed copy with the date received in the office. This stamped date shall be regarded as the date of submission and will be used as the effective date for any retro-active pay adjustments should a change in classification be approved by the Union-University Committee. Copies of the form will be circulated by no later than one (1) full week before the next regularly scheduled Union-University meeting.

- B. The results of the Committee's findings are to be transmitted to the supervisor and the employee. If the Committee's review results in a salary increase, it shall be retro-active to the start of the pay period of the date of submission of the job description upon which the reclassification was based. If no agreement of the reclassification is reached by the Committee, the request shall be subject to the grievance procedure. The University and the Union agree to resolve job classification requests within ninety (90) calendar days, unless this time limit is mutually extended.

Section 7. Any employee who works temporarily in a higher paid classification for eleven (11) or more working days shall be paid for all days of work performed in such classification at the rate of the higher classification. In such instances, the employee shall receive a salary adjustment equal to the salary differential of the base rates of the employee's regular grade and the grade of the higher classification in which he is temporarily working.

Employees temporarily assigned administrative work by their supervisor shall be paid at a minimum of 125 percent of their current rate or a special temporary rate established by the University, whichever is greater. The Union shall be notified whenever there is payroll action, when this occurs and how long the duties will be necessary.

Section 8. It is understood and agreed by both the University and the Union that wages and salaries established in this Agreement do not in any way set precedent for future negotiations,

and that any future negotiations involving schedule of rates, across-the-board increases, merit increases or any other adjustment in wages or salaries be considered part of any increase in wage and salary costs to the University.

Section 9. Each new, promoted or transferred employee shall be given a current copy of his job description on his date of hire, transfer, promotion or within three (3) weeks of such date. A job posting shall not be a substitute for a formal job description.

### **ARTICLE IX - OPPORTUNITY FOR STUDY**

Note: For Special Projects Employees, Article IX, Sections 1, 2, 3 and 4 will apply to Classes F and G employees. Sections 5 and 6 will apply to full-time Classes F and G employees.

Section 1. Any employee desiring to take courses during the working day shall have written permission of his direct supervisor and his division head and shall make up such time. Employees taking tuition free or reduced tuition courses under the provisions of this Article shall be required to register in the usual manner and pay all other fees or charges required for the courses.

Section 2. Classes A and full-time E, F, G and H employees may take six (6) semester hours of academic work at the University without tuition charge during the fall and spring semesters. In addition, during the summer terms, full-time employees may take a total of nine (9) semester hours and part-time employees may take a total of four (4) semester hours. In lieu of the six (6) semester hours, Classes A and full-time E, F, G and H employees may receive a 100% discount on courses taught in the External Studies Program and a 25% discount on Independent Study, Paralegal Studies Program and the Lou Conte Dance Studio charges to the equivalent of four (4) semester hours, or they may take three (3) semester hours of academic work and (1) reduced tuition course. A 50% discount will be granted on the non-credit courses provided that the course does not involve either 1) an increase in direct teaching for each additional student or 2) a joint venture with any agency other than Roosevelt University. A 100% discount will be given on Independent Study for an employee under one (1) of the following conditions:

1. The Independent Study course is required for graduation in the current year, it is not offered in the evening and the employee cannot take the course during the day.
2. The department policy is that the course is usually offered only as an independent study course.
3. During the academic year the course(s) for independent study are offered only at a campus or site(s) location other than the location where the employee regularly works.

A request for the approval of this Independent Study discount must be submitted to the Office of Human Resources in advance of registration. Verification of one of the above stated conditions will be required.

With the exception of the summer terms, Classes B and part-time E and H employees working at least seventeen and one-half (17 ½) hours, but less than twenty-five (25) hours per week may take one-half (½) of the tuition benefit available to full-time employees and those working twenty-five (25) or more hours per week, but less than thirty-five (35), may take 5/7 (or four (4) semester hours) of the tuition benefit available to full-time employees.

In the event an employee receives a scholarship limited to tuition only, such as the Illinois Monetary Award Program, the employee grant will cover any tuition charge remaining after such scholarship is applied, up to the amount provided by the contract.

Other financial aid not limited to tuition will be treated as cash payments by the employee and/or his dependents.

Section 3. The Chief Human Resources Officer or designee shall adjust the discount percentage to be comparable to the above discounts for any new program or course whenever such program or course involves either 1) an increase in direct teaching expense for each additional student or 2) a joint venture with any agency other than Roosevelt University.

Section 4. Dependent children of all full-time employees are entitled to full discount on tuition (including courses taught in the External Degree Program) up to and including fifteen (15) semester hours per semester with the exception of the following discounted programs. The spouse or qualified domestic partner of all full-time employees is entitled to a discount of 50% on tuition charges up to and including fifteen (15) semester hours per semester for academic subjects and courses taught in the External Studies Program or 100% tuition on three (3) semester hours of academic work. The dependent children and the spouse or qualified domestic partner are entitled to a 25% discount on Independent Study, Paralegal Studies Program and the Lou Conte Dance Studio charges. The Controller shall adjust the discount percentages for any new program or course whenever such program or course involves either 1) an increase in direct teaching expense for each additional student or 2) a joint venture with any agency other than Roosevelt University.

Class B and part-time Class F, G and H employees with at least two (2) years of employment as of the beginning of any regular semester are entitled to the following tuition discount for their spouse or domestic partner and dependent children: 50% tuition remission on a maximum of twelve (12) semester hours per academic year. The tuition benefit does not apply to independent study, studio courses in music, external degree courses, non-credit courses, courses offered in cooperation with other institutions or agencies or courses that require out-of-pocket incremental expenditure by the University. Tuition remission applies to course tuition only, not fees.

In the event an employee's dependent children, spouse or qualified domestic partner receives a scholarship limited to tuition only, such as the Illinois Monetary Award Program, the employee grant will cover any tuition charge remaining after such scholarship is applied, up to the amount provided by the contract.

Other financial aid not limited to tuition will be treated as cash payments by the employee and/or his dependents.

Section 5. In the event of the death or disability of a currently employed Class A employee with five (5) or more years of continuous service as a Class A employee, his dependent children will have five (5) years from the employee's death or disability to apply for the tuition remission benefits as provided by Section 4 of this Article. They shall continue to be eligible for this benefit for up to ten (10) years from the initial date of enrollment or until they no longer meet the age limits of the plan, whichever occurs first. The spouse or domestic partner shall continue to be eligible for this benefit for up to ten years from the date of initial enrollment.

Section 6. Officers and stewards of O.P.E.I.U., Local 391 may enroll in Labor Education classes and have their tuition paid by Roosevelt University at the following institutions: University of Illinois, DePaul University, University of Wisconsin School for Workers, Midwest School for Women Workers, provided the registration has been approved by the Local's Executive Board. Tuition payments under this Section shall be limited to up to \$400.00 per semester for each of two (2) officers or stewards for non-credit courses only.

Section 7. The University will underwrite \$125.00 per employee for contract year 2010 and \$150.00 per contract year per employee effective October 1, 2011, for costs incurred in Human Resources pre-approved development programs or courses not sponsored by the University. This benefit can be for non-credit courses. In the event the employee gives at least five (5) working days advance notice of enrollment in a development program, he will not be disqualified for reimbursement for a lack of pre-approval.

The benefit as it is detailed in Article IX, Sections 1 through 4 remains in effect until the start of the Fall 2011 semester. Beginning Fall 2011, clerical union employees may utilize the tuition benefit as defined in the [Roosevelt University Tuition Remission Policy](#), as it is agreed upon for the life of this contract.

Employees and their dependents enrolled as degree-seeking students as of the date of this Agreement may use the benefit as documented in Article IX, Sections 1 through 4 until the completion of the degree they are seeking but no later than commencement for spring 2013 providing:

1. The employee or dependent is actively enrolled in a course using tuition remission during the 2010-2011 academic year
- AND
2. The employee or dependent remains continuously enrolled each and every subsequent fall and spring term.

The transitional benefit ceases if the employee is not continuously enrolled and progressing toward a degree.

## ARTICLE X - LEAVES OF ABSENCE

(See Article XI, Section 6 re: payment of insurance premiums while on leave)

Except where otherwise noted in this Article, a copy of the request for leave, approved by the supervisor, must be submitted to the Office of Human Resources. The reason for leave must be included in the request. When at all possible to do so, a written request for any leave of absence will be provided by the employee at least fourteen (14) calendar days prior to the start of the leave. When at all possible to do so, extension of leave must be requested in writing at least fourteen (14) calendar days before the leave is scheduled to end. Unless otherwise noted, employees on leave must pay the employee contributions/premiums for fringe benefits they wish to continue. The maximum number of leaves of absence that an eligible employee may be awarded in a rolling two (2) year period is two (2) excluding sick leave, jury duty and witness for judicial cases leave, funeral leave, military leave and leave for union business.

Section 1. In granting leave under this Article, the University agrees to comply with all provisions of the Family and Medical Leave Act of 1993 (FMLA) including any amendments made to the Act after 1993. In instances where the provisions of the collective bargaining agreement are more generous than the FMLA, this collective bargaining agreement will apply. Failure to comply with the FMLA will be grievable under the provisions of the collective bargaining agreement.

### Section 2. Maternity Leave

- A. A maternity leave shall be without pay and without loss of seniority. The qualified leave will automatically be granted as follows:
- One-hundred twenty (120) calendar days leave of absence if employed for less than one (1) year.
  - One-hundred eighty (180) calendar days leave of absence if employed for one (1) year, but less than (5) years
  - Three-hundred sixty-five (365) calendar days leave of absence if employed for five (5) years or more.

If additional time off is needed due to medical or other extenuating circumstances, at least fourteen (14) calendar days prior to the expected date of return, the employee must submit a written request to her supervisor. The reasons for the extension must be stated in the request. All medical reasons must be verified by a physician's statement provided to Human Resources.

- B. Upon submission of the required attending physician's documentation to the Chief Human Resources Officer or designee pregnancy will be treated as any other sickness and will be treated also as any other sick leave for purposes of compensation. A sick

leave will be granted for the period the employee is physically incapable of performing her job duties due to pregnancy.

A pregnant employee who otherwise qualifies and provides sufficient proof of disability will be eligible for the benefits specified in Article XI, Sections 4 and 5. It is understood that the existence of a pregnancy may qualify an employee for a maternity leave but may not justify disability payments. The essential test of disability payments is whether the employee's medical/physical condition results in her being physically unable to perform her job functions.

- C. An employee returning from a maternity leave or extended maternity leave must give at least fourteen (14) calendar days notice to Human Resources. Should an employee desire to return sooner than the original requested date of return, the employee shall give notice to the supervisor in writing. The supervisor shall consider the request and inform the employee of the earliest possible date of return. Upon return from a maternity leave, either earlier or at the time designated, the employee shall return to the same job. In the event the employee's job has been abolished, Article III, Section 7 shall apply. A doctor's statement authorizing return to work must be provided to Human Resources before an employee returns to work.
  
- D. The Union and the University agree to comply with all federal and state rules and regulations regarding pregnancy leaves and will adopt any changes directed by either the state or federal government which differ from any of the provisions of Article X, Section 2, and make such changes a part of the Contract.

Section 3. Paternity Leave - An employee who has at least ninety (90) calendar days seniority shall be entitled to a maximum of ninety (90) calendar days' paternity leave within 30 calendar days of the birth of his child. Such leave shall be without pay and without loss of seniority. The employee must give at least fourteen (14) calendar days notice before returning to work. He shall return to the same job.

Upon the approval of the University, paternity leaves may be extended up to sixty (60) calendar days due to extenuating circumstances. Requests for the extension must include the reasons and be submitted to the Chief Human Resources Officer or designee for approval. An employee returning from an extended paternity leave shall return to the same job. In the event an employee desires to return sooner than the original date of return, the employee shall give at least fourteen (14) calendar days notice to the supervisor in writing.

Section 4. Study Leave - Employees shall be entitled to three-hundred sixty-five (365) calendar days leave without pay for study purposes at the completion of each five (5) years' seniority. Such leaves may not be cumulative. Employees on study leave shall retain full employee status, without loss of seniority and shall be entitled to the free and reduced tuition provided in Article

IX and use of facilities. An employee on study leave shall not receive any other benefits. However, an employee can choose to continue life, medical and dental benefits to which he was entitled by paying 100 percent of the premiums while on study leave. Employees returning from study leave shall return to the same job. In the event an employee desires to return sooner than the original date of return, the employee shall give at least fourteen (14) calendar days notice to the Office of Human Resources in writing. He shall return to the same job only if the position is open within thirty (30) calendar days prior to his date of return.

Section 5. Degree Requirement Leave - At the end of each four (4) years' seniority, an employee required to be away from work to satisfy a degree requirement (for example, student teaching, internship or field placement) shall be granted a degree requirement leave of not more than one (1) semester or its equivalent. He shall be entitled to the free and reduced tuition provided in Article IX and shall not lose any fringe benefits. The leave shall be without pay and the employee shall return to the same job.

Section 6. Personal Leave

- A. Personal leaves cannot be taken for the purpose of accepting another job. A request for personal leave must be submitted to the supervisor in writing at least fourteen (14) calendar days prior to the effective date of the leave except for an emergency. An employee returning from leave must give at least fourteen (14) calendar days notice to his supervisor.
- B. A leave of absence up to ninety (90) calendar days, for personal reasons, shall be granted employees with at least six (6) months seniority, who presents reasonable cause for such leave. Such leave shall be without pay and benefits and without loss of seniority. Upon return, the employee shall return to the same job.
- C. A leave of absence up to six (6) months for personal reasons shall be granted to an employee with four (4) or more years' seniority, who presents reasonable cause for such leave. The request for leave must be approved by the supervisor and the Chief Human Resources Officer or designee. The employee shall return to the same job. Such personal leave shall be without pay and benefits and without loss of seniority.
- D. Personal leaves, as defined in paragraphs B and C, may be extended for an additional same maximum length of time due to extenuating circumstances. Requests for extension must be submitted to the Chief Human Resources Officer or designee for approval. In the event an employee desires to return sooner than the original date of return, the employee shall give at least fourteen (14) calendar days written notice to the supervisor.

Section 7. Sick Leave - A sick leave of absence, not to exceed twelve (12) weeks, may be granted to an employee who successfully completes his initial employment probation and has less than one (1) year of service. An employee with one (1) year of continuous service but less than two (2) years of continuous service may be granted one (1) year of sick leave. An employee with two (2) or more years of continuous service may be granted two (2) years of sick leave. A

sick leave shall not be denied without good cause. The supervisor may request the employee to furnish a health statement from the employee's physician to help evaluate the justification for the requested leave. A copy of any such request and the health statement shall be sent to the Office of Human Resources. The sick leave may be extended due to extenuating circumstances. The request for an extension must be submitted to the Chief Human Resources Officer or designee for approval. Prior to returning to work, the employee will be required to obtain a medical statement from his treating physician stating that he is capable of performing his duties in a normal manner on an on-going basis. Before the employee reports to his supervisor for work, the statement must be submitted to the Office of Human Resources to determine the validity of the statement. If no evidence exists to suggest otherwise, the employee may report to work. A sick leave shall be without pay and without loss of seniority. Upon return, the employee shall return to the same job.

For any planned (non-emergency) sick leave or use of annual leave for medical reasons, the employee must give fourteen (14) calendar days written notice to the supervisor or as much advance notice as given by his physician, whichever is greater.

In the event an employee desires to return sooner than the original date of return, the employee shall give at least fourteen (14) calendar days notice to the Office of Human Resources in writing.

If an employee returns from a medical leave after eighteen (18) months, he can return to his prior position or a different position within the same labor grade, in the same or different department if he is qualified or can be trained within 45 calendar days.

Section 8. Military Leave of Absence - The Military Selective Service Act of 1967, Illinois State Service Men's Employment Tenure Act, and the Military and Naval Code of Illinois as amended, shall apply to any eligible employee. An employee returning from Military Leave shall return to the same job or a comparable job with no loss of seniority or pay.

Section 9. Leave for Union Business

- A. Upon request by the Union and upon fourteen (14) calendar days written notice, employees shall be granted leaves of absence without pay or loss of seniority for Union business. Seniority for such an employee will continue to accrue for fourteen (14) calendar days.
- B. The University agrees to grant an unlimited leave of absence to an employee who has been selected to perform work for the Union. Employees granted such leave shall return to a job at the same grade. The employee shall give thirty (30) calendar days' notice before returning to work. Such leave will be without pay and benefits and without loss of seniority
- C. A leave of absence for up to six (6) months for union business shall be granted to an employee with three (3) or more years' seniority who presents reasonable cause for such

leave. The request for leave must be approved by the supervisor and the Chief Human Resources Officer or designee. The employee shall return to the same job. Such personal leave shall be without pay and benefits and without loss of seniority.

- D. Personal leave for union business may be extended for six (6) months due to extenuating circumstances. Requests for extension must be submitted to the Chief Human Resources Officer or designee for approval. In the event the employee desires to return sooner than the original date of return, the employee shall give at least fourteen (14) calendar days notice to the supervisor in writing. The employee shall return to the same job.

#### Section 10. Leave for Jury Duty and Witness for Judicial Cases

- A. An employee summoned to and accepting jury service shall receive time off for such service. The University shall pay such an employee the difference between his regular salary and the remuneration received for such service. Should the remuneration for jury duty exceed an employee's salary, he shall keep the difference. An employee must provide advance notice to the supervisor as soon as practicable after receiving the jury summons.
- B. In the event an employee is subpoenaed as a witness in court, he shall receive time off with pay. There shall be no loss of annual leave or seniority. An employee must provide advance notice to the supervisor as soon as practicable after receiving the subpoena.

Section 11. Funeral Leave - Classes A, B, E, F, G, and H employees shall be granted four (4) working days off with pay, not to be deducted from annual leave, in case of death in the immediate family (defined as spouse, children, mother, father, brother, sister, domestic partners or children thereof, plus common-law spouses and children thereof).

Classes A, B, E, F, G and H employees shall be granted three (3) working days off with pay, not to be deducted from annual leave, in case of death of grandchildren, mother-in-law, father-in-law, grandmother, grandfather, step-mother, step-father, step-children, sister-in-law, brother-in-law, aunt, uncle or any person living with the employee.

Classes A, B, E, F, G, and H employees shall be granted one (1) working day off with pay, not to be deducted from annual leave, in case of death of the biological parent of an employee's child.

Section 12. Notification of Leave - The University shall notify the Union in writing when any employee is granted a leave other than annual leave.

### **ARTICLE XI - RETIREMENT AND INSURANCE PLANS**

The University agrees to continue its retirement and insurance plans for all eligible employees of the University unless discontinued or modified by its Board of Trustees. Individual participation is subject to all general rules and provisions for benefits as are established from time-to-time for all employees.

## Section 1. Retirement

### A. Retirement Plan

Eligibility: Classes A, B and full-time E, F, G and H employees may participate in a retirement plan on a voluntary matching basis upon the completion of one (1) full year of service. After four (4) years of service employees will be eligible for a University contribution with no matching required. A signed application is required before contributions begin.

Participation: An employee shall commence participation in the University-funded plan with no matching requirement as of October 1 or April 1 following the satisfaction of the conditions for eligibility provided in Section 1-A. An employee may commence participation in the voluntary matching plan on October 1, January 1, April 1 or July 1 following the satisfaction of the conditions for eligibility provided in Section 1-A.

A full time Class E, F, G or H employee who is a participant in the retirement plan with at least five (5) years' full-time service and who is promoted or transferred to a part-time Class E, F, G or H position, working at least seventeen and one-half (17 ½) or more hours per week, will be allowed to continue to participate in the retirement plan based on his new salary.

Contribution: During voluntary participation, if the employee contributes 3%, 4%, 5% or 6% of his salary, then the University will contribute an equal amount. After four (4) years of service, the University will contribute 12% of the employee's regular salary.

The University agrees not to change its contribution to the Plan during the life of the Contract, except by mutual agreement.

### B. Voluntary Supplemental Contributions

Class A, B, E, F, G and H employees may elect to make voluntary supplemental contributions by payroll deduction to the retirement plan effective on the first day of the month following the date of employment or eligibility. These contributions would be in addition to any matching contributions an employee may be making.

Section 2. Medical Insurance Plan - The University's medical insurance plan, including the option to participate in any HMO Plan(s) offered by the University, is available to all Classes A, B, E, F, G and H employees. The premium costs are shared by the University and all eligible employees. The costs to employees are subject to change each May 1st and are based on the group premium rates charged the University by the insurance carriers. During the term of this agreement, the University will pay the following shares of premium costs, which are subject to change when the University's new contract with its health insurance carriers becomes effective:

Category of Employee

University's Share of Costs

#1 Full-time Classes A, E, F, G & H

Equivalent to that provided all full-time employees. Employees, provided that this clause does not prohibit or restrict the University in any way from implementing a lower salary tier for employees of the University who are outside of the bargaining unit and not subject to this Agreement.

#2 Class B and part-time Classes E, F, G and H employees

100% of the amount of premium paid for employee coverage only in category #1 above.

The current salary tier of \$42,700 for lower contributions will increase at a rate commensurate with annual wage increases.

Effective Date	Salary Tier
May 1, 2011	\$42,700
May 1, 2012	\$43,554
May 1, 2013	\$44,589
May 1, 2014	\$46,149

The current HMO differential rates in premiums will change to the following rates:

Contract Year	Single	Family
2010 - 2011	\$20.00	\$50.00
2011 - 2012	\$25.00	\$60.00
2012 - 2013	\$30.00	\$70.00
2013 - 2014	\$35.00	\$80.00

The medical insurance plan will be available to the above mentioned classes of employees on the first day of the month following employment.

Section 3. Life Insurance - Group life insurance is available without cost to Class A and full-time Class F, G and H employees in accordance with the following:

Effective May 1, 2003, the group life insurance available will be 100% of the employee's current annual salary, excluding overtime, as of January 1 of each year. Life insurance coverage based on annual salary shall be rounded upward to the next \$1,000 but shall be subject to a maximum of \$50,000. Any employee with ten (10) or more years of employment as of any September 1st shall receive a minimum of \$25,000 of life insurance.

The life insurance will be available to Class A and full-time F and G employees on the first day of the month following employment.

Section 4. Income Protection/Short Term Disability – The University’s disability insurance provider determines medical eligibility for income protection/short term disability benefits. An employee with a serious health condition which may exceed four (4) weeks of continuous, consecutive absence should apply for a sick leave of absence and the appropriate income protection or short term disability benefit at least two weeks prior to absence whenever possible as detailed under the sick leave provisions in Article X, section 7. Application forms may be requested from the Office of Human Resources and include a claimant statement to be completed by the employee and an attending physician statement(s) to be completed by the appropriate doctor(s).

- A. **Income Protection:** The University will provide income protection to Class A and full-time Class F, G and H employees with one (1) year of continuous service but less than two (2) years of continuous service. When an employee is absent from work due to qualified sick leave of absence for more than four (4) consecutive weeks, the University will pay the employee 50% of his weekly salary or \$350 per week whichever is greater per occurrence from the fifth week of consecutive, qualified sick leave of absence through the twenty-sixth week of consecutive qualified sick leave of absence. If an employee becomes eligible for short-term disability under the provisions in section 4-subsection B, then this income protection section will not apply.
- B. **Short term Disability:** The University will provide short-term disability to Class A and full-time Class F, G and H employees with two (2) or more years of continuous service. When an employee is absent from work due to a qualified sick leave of absence for more than four (4) consecutive weeks, the University will pay the employee 100% of his weekly salary per occurrence from the fifth week of consecutive, qualified sick leave of absence through the twenty-sixth week of consecutive, qualified sick leave of absence.
- C. Employees approved for income protection and/or short-term disability benefits are responsible for the regular employee contributions/premiums for fringe benefits as required through payroll deduction. The University contributions to any retirement plan for which an employee is eligible will continue while on qualified leave for which income protection or short term disability benefits are approved.
- D. The maximum paid income protection and/or short-term disability period is through the 26th week of continuous absence in any 12-month period. Eligible employees may apply for long-term disability benefits if the continuous absence will exceed 26 weeks. Please refer to the provisions of long term disability in section 5 for eligibility and benefits which may begin in the 27th week of continuous, consecutive qualified sick leave of absence.

Section 5. Long-Term Disability Insurance –Employees with two (2) or more years of service are eligible to apply for this insurance benefit. The University’s disability insurance provider determines medical eligibility for long-term disability benefits and provides the required benefit application.

- A. Long term disability insurance and benefits are available to all Class A and full-time Class F, G and H employees with two (2) or more years’ service. When an employee is absent from work due to a qualified sick leave of absence and during which time he received qualified short-term disability benefits as detailed in section 4, he may apply for benefits under the long-term disability plan. This insurance benefit provides income to eligible employees on qualified sick leave of absence/short term disability at the conclusion of the short term disability elimination period beginning in the 27th week of consecutive, continuous absence. The long term disability benefit is equivalent to 60% of the employee’s monthly salary at the start of the long term disability period which include deductible sources of income and disability earnings such as payments from Social Security and Worker’s Compensation and is subject to minimum and maximum limits as outlined in the insurance policy.
- B. An employee qualified for long term disability benefits is responsible for paying the total costs for all fringe benefits in which he may wish to continue enrollment. The University contributions to any retirement plan for which an employee is eligible will discontinue while on qualified leave for which long-term disability benefits are approved.
- C. If an employee returns to work but, due to the same serious health condition, must request another sick leave of absence, he may re-apply for long term disability benefits immediately if the recurrent long term disability occurs within six (6) months of the end of the previously approved long term disability claim. D. If separation of employment occurs, the employee may be eligible to continue to receive long-term disability benefits as defined under the insurance policy. The employee may continue health and dental coverage as allowed under COBRA regulations and other insurance plans may be converted to individual policies as available.

Section 6. Payment of Insurance Premiums While On Leave of Absence

- A. The University will pay the life, disability, and its share of medical insurance premiums, as specified under Article XI, Section 2, for employees on maternity, paternity, and sick leave for a period of up to four (4) months after the leave begins.
- B. The University will not be obligated to either pay or continue insurance benefits for an employee who is on any leave(s) longer than one (1) year.

- C. For those employees for whom the University is continuing insurance benefits on a reimbursement basis, the employee agrees to reimburse the University for the premium(s) no later than the 10th of the month for which the premium(s) is applicable. Failure to make such payment in a timely manner will eliminate any obligation by the University to continue the employee's insurance coverage(s) effective with the month for which payment is not received on a timely basis.

Section 7. Health and Welfare - The Union shall have a Health and Welfare Committee comprised of three (3) members. They shall meet with a University representative(s) to report on matters in this area, negotiate improvements and to discuss any matter affecting the health and welfare of employees in the bargaining unit. If the situation is not resolved in this manner, it may be put on the agenda of the next Union-University Committee meeting.

## **ARTICLE XII - STRIKES AND LOCKOUTS**

During the life of this Agreement, no strike shall be caused or sanctioned by the Union and no lockout shall be caused or sanctioned by the University.

## **ARTICLE XIII – MISCELLANEOUS**

Section 1. Delegated representatives of the Union shall have the right to visit any office of the University, other than private offices, during working hours. It is the understanding of the Union and the University that Union officers will be allowed to make periodic visits, for legitimate Union business, to all campuses in the Chicago Metropolitan area. Time away from work responsibilities taken by representatives of the Union during normal working hours will be made up at a time mutually agreed upon by both the Union representative and his supervisor. The supervisor will keep a record of such time away from normal responsibilities, including both time away from job and date on which time is made up, and the Union officers and stewards agree to provide the necessary information for such record keeping. The remuneration of a Union official shall not be reduced for time spent in Union/University meetings, including negotiating meetings, nor for time spent in joint grievance conferences. The University reserves the right to limit the number of Union officials whose remuneration will not be reduced for Union-University meetings to six (6) and for negotiation meetings to eight (8).

The names of all stewards and their sections shall be submitted to the Chief Human Resources Officer or designee on a quarterly basis.

Section 2. The Union shall have the right to use the house mail for circulation of notices of meetings and such other notices as may be of interest to the employees. All other University facilities shall be paid for at current rates.

Section 3. The University agrees to notify employees covered by this Agreement of vacancies in office positions not included in the bargaining unit. If the Chief Human Resources Officer or

designee and the Union mutually agree, the University will not have to post a notice of the position.

Section 4. Wherever in this agreement notice is required, such requirement will be satisfied by sending a copy to the President and to the Secretary-Treasurer of the Union and one (1) copy to the Chief Human Resources Officer or designee, unless otherwise provided.

Section 5. The University will provide current copies of this Agreement to each member of the Union and to each new employee who is eligible to become a Union member and to each administrative officer of the University.

Section 6. All full-time employees who are eligible voters shall be allowed not more than two (2) hours to vote on election days without loss of pay or seniority, or deduction from annual leave. The two (2) hours to be taken shall be determined by mutual agreement between the employee and the supervisor.

Section 7. The Drug and Alcohol Testing and Rehabilitation Policy, effective January 20, 1995 is incorporated as part of this Agreement with the following proviso: The University shall hold the Union harmless for any action taken by the University or the University's agents acting under its direction in the administration of this drug testing program.

In addition, the Standard Office Rules and Procedures for Roosevelt University Clerical Employees' will be revised to reflect the Drug and Alcohol Testing Rehabilitation Policy and will be reissued.

#### **ARTICLE XIV - SPECIAL PROJECTS EMPLOYEES**

Special Projects Employees are those clerical employees hired specifically for research projects, grants, or contracts which are financially supported from funds other than those provided in the regular University budget.

Note: It is agreed that no Class A or B clerical job in the bargaining unit will be abolished as a result of these grants and projects. The University shall furnish the Union a list naming the Special Projects, clerical positions and the employees occupying them annually on the effective date of the Union-University Contract. The list will be updated quarterly during the life of the Contract or until all Special Projects have terminated. The Business Office will notify the Secretary-Treasurer of the Union of the beginning and ending dates of these Special Projects.

#### **Section 1. Conditions and Provisions**

- A. It is agreed that all conditions and stipulations in this Article and contract pertaining to Special Projects Employees are subject to the rules and regulations of the agency, government or private, providing the funds for the Special Project. Wherever applicable,

these conditions may be altered by the agency's provisions. The University agrees to provide the Union with those agency rules and regulations which alter any conditions of this Article and contract pertaining to the Special Projects Employees.

- B. The Administrator of the Special Project (the Project Director or the Principal Investigator) shall hire and discharge special projects personnel. Discharges shall be subject to the grievance procedure. Class F employees may return to their old job within a period of 12 months provided their job is not abolished. Any Class F employee who returns after a period of 12 months will lose recall rights to the job he previously held before becoming a Class F. However, the employee does not lose his seniority or benefits and can bump or transfer in accordance with the collective bargaining agreement. Class F employees discharged for just cause from a special projects position will not be allowed to return to their previous position. Class G employees will be terminated after the project ends if there are no other special projects positions available for which the employee can qualify. (See also Section 2-B of this Article.)
- C. Employees in special projects positions must remain on the special project until the end of the project's fiscal year. An employee shall be allowed to remain when a renewal of the same project occurs if he so desires and if his work is satisfactory. Class G employees may be required to stay on the project if the project is extended for a period of four (4) months or less provided the project director notifies the employee of the extension as soon as he becomes aware of the extension. Class G employees may leave the project before the end of the fiscal year of the project's budget or extension with the approval of the Project Director and Chief Human Resources Officer or designee. Class F employees should remain on the project until the termination date but may return to their former jobs prior to that date for justifiable reasons. Special Project Employees can be bumped off a job by any employee who was laid off and who has the qualifications and seniority to so bump.
- D. Should any clerical position in a Special Project be absorbed into the regular University budget (i.e., with funds other than those from a grant, research project, or contract) negotiations must occur between the Union and the University as to classification and salary.
- E. The working hours of Classes F and G employees are to be determined by the nature of the project, the Project Director, and the rules and regulations of the granting agency.

## Section 2. Seniority

- A. Class G employees will be required to join the Union. A copy of the contract will be given to each of these employees.

- B. Class G employees may exercise seniority accrued in Special Projects positions to apply for a regular University clerical position after the project ends and provided there is an opening in the University for which the employee is qualified. In the event an opening occurs in a regular bargaining unit position, either two (2) weeks before or two (2) weeks after the Special Projects Fiscal Year ends, Class G employees may exercise their seniority to bid on such an opening for which the employee is qualified. This will not apply where a Special Project Class G employee is required to stay on the Project if the project is extended for a period of four (4) months or less under conditions noted in this Article, Section 2-C. When a project ends early, the Class G employee is not eligible for layoff status and will not qualify for bumping into another regular bargaining unit or project position.
- C. Class F employees, when returning to their former jobs in the University, shall receive a salary matching the one they would have received as Class A or B employees had they remained in the job.

**Section 3. Wages and Fringe Benefits**

- A. The salary rates for Class F and G employees shall be the same as those for Class A and B employees. They shall receive increments and negotiated raises.
- B. The fringe benefits for Classes F and G shall be the same as those for Classes A and B employees.

**ARTICLE XV - SEPARABILITY**

In the event that any provision to this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through Government Regulations or Decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XVI - SUCCESSORS**

In the event the University shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another university, firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then the successor university, firm or individual shall be bound by each and every provision of this Agreement. The University shall have an affirmative duty to call this provision of the Agreement to the attention of any university, firm or individual with which it seeks to make such an agreement as aforementioned.

**ARTICLE XVII - TERM AND DURATION**

This Agreement shall remain in full force and effect from October 1, 2010 and shall run through September 30, 2014. Further, this Agreement shall automatically renew itself from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any anniversary date of a desire to terminate or modify this Agreement.

IN WITNESS HEREOF we have hereunto set our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ROOSEVELT UNIVERSITY

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 391, AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_

Charles R. Middleton  
President  
Roosevelt University

Christian Hains  
Business Agent  
OPEIU Local 391

Contract ratified: December 21, 2010