

**Collective Bargaining Agreement Between
Service Employees International Union, Local 73
&
Service Employees Staff Union
Chicago News Guild
Local 34071-CWA**

January 1, 2021 through December 31, 2025

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ARTICLE 1. PURPOSE AND PREAMBLE

Section 1. This agreement is made and entered into by and between the Service Employees International Union Local 73, (hereinafter referred to as the "Employer") and the Service Employees Staff Union, Chicago News Guild, Local 34071-CWA, (hereinafter referred to as the "Guild").

Section 2. The parties enter into this Agreement acknowledging the following fundamental understandings:

- A. The Employer and the Guild share a common mission to organize workers, to win industrial power in order to achieve higher standards for our members. The parties additionally agree that achieving the goals and objectives set by the International Union is critical to the success and achievements of the local and its membership.
- B. The parties agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the members and to meet the highest standards in such service.
- C. The parties agree that it is their mutual aim to act at all times in such a manner as to treat all bargaining unit and non-bargaining unit employees of SEIU Local 73, the officers of SEIU Local 73, and the members of SEIU Local 73 with dignity and respect.
- D. Issues involving dignity and respect must first be addressed in a Labor Management Meeting. If an agreement or resolution is not reached in the Labor Management meeting then the issue may be considered grievable.
- E. Guild members will be treated with dignity and respect. Guild members may utilize the grievance procedure up to but not including arbitration to address violations of their dignity and respect by non-bargaining unit members.

The parties agree that A and B of Section 2 are not grievable.

ARTICLE 2. RECOGNITION

Section 1. Union Recognition. The Employer recognizes Service Employees Staff Union, Chicago News Guild, Local 34071-CWA (Guild) as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work, and working conditions, pursuant to the Recognition Agreement entered into between the parties covering all hourly and salaried non-managerial, non-confidential classifications.

Excluded from the unit are all managerial, confidential, Attorneys and law fellows, and Executive Officers SEIU Local 73. Persons holding any of these positions are excluded from the unit even if they are performing work traditionally assigned to covered classification.

In addition, temporary employees of the employer and members who are on lost time and are covered by a different Collective Bargaining Agreement represented by Local 73 are excluded from the Guild bargaining unit.

Section 2. New Classifications. The Employer shall have the right to establish new classifications. Upon an appropriate showing of interest that a majority of the workers in the new classification wish to be represented for the purposes of collective bargaining by the Guild, the Employer will bargain the wages, hours, and terms and conditions of employment of the classification with the Guild if the classification is otherwise appropriately included within the bargaining unit. Any disputes about the inclusion of a position in the unit, or majority support, shall be decided by the National Labor Relations Board pursuant to the rules of the Board.

Section 3. Temporary and Subsidized Employees. In determining which employees shall be eligible for inclusion in the bargaining unit described in Section 1 above, the following shall apply:

- a. A temporary employee is any person employed for a specific project or for a specific length of time, doing work within the scope of the bargaining unit and not to exceed nine (9) months. All temporary employees shall be informed at their time of hire, in writing, of their temporary status of employment.
- b. Temporary employees who are SEIU Local 73 members who are on "lost time" from their permanent positions in a SEIU Local 73 bargaining unit shall not be included in the Guild bargaining unit. In the event that the "lost time" member is offered a permanent position in the bargaining unit and accepts the position, then the member will be considered to be included in the bargaining unit described in Section 1 above.
- c. When an employee completes his/her temporary status, and becomes a permanent employee, all time served during his/her term of temporary employment shall be credited toward the employee's seniority.
- d. The layoff or termination of temporary employees shall not be subject to the grievance procedure of this Agreement.

ARTICLE 3. UNION SECURITY AND DUES CHECK OFF

Section 1. Guild Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the 31st day following the beginning of such employment, become and remain members in good standing with the Guild. All the foregoing provisions shall be implemented in

accordance with and consistent with the applicable provisions of state and federal law.

Section 2. Maintenance of Membership. Employees who are required hereunder to maintain membership in the Guild and fail to do so shall upon notice of such fact in writing from the Guild to the Employer be terminated thirty (30) days after receipt of said written notice to the Employer.

Section 3. Deductions. The Employer shall deduct from the first salary check of each bargaining unit employee each month and shall pay to the Guild by the end of each month, the dues and any initiation fees levied by the Guild for the current month; provided however, that the Employer shall have received from each employee on whose account such deductions are made a voluntary written assignment. The Employer will provide each month a list of members whose dues and any initiation fees have been so deducted. Additionally, within thirty (30) days of any change in an employee's status, the Employer will provide the Guild a copy of the Authorization to Change Employment Status Form.

Section 4. Hold Harmless. The Guild shall indemnify and hold the Employer harmless against any and all claims, demands, suits that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 5. Orientation. The Guild President or her/his designee shall be permitted to have a thirty (30) minute meeting with each newly hired bargaining unit employee during the work day provided that the scheduling for such meeting is approved by a SEIU Vice President or Division Director.

ARTICLE 4. FUNCTIONS OF MANAGEMENT

The parties agree and understand that SEIU Local 73 management shall exercise to its full extent the regular and customary functions of management, except as otherwise specifically provided in this Agreement, including, but not limited to:

- A. Ability to fully determine the direction and policies of the local union;
- B. Authority and responsibility for the direction and supervision of employees and of their work;
- C. The express ability to create new classifications and positions;
- D. The determination of what duties shall be performed by employees and of employee competency;
- E. The selection, hiring, transfer, promotion, demotion and layoff of employee;
- F. The discipline, suspension, termination of employees for just cause.

These rights shall not be exercised in a capricious or discriminatory manner.

ARTICLE 5. PROBATIONARY PERIOD

Section 1. Permanent Employees

- A. The probationary period for new employees shall be twelve (12) months. No later than ninety (90) days through the probationary period for the employee and every ninety (90) days thereafter, the Employer shall evaluate the probationary employee's work performance, review that evaluation with the employee and provide the employee with a copy of such evaluation which will be placed in the employee's personnel file; provided, however that the contents of the evaluation shall not be the subject of a grievance. During the twelve (12) month probationary period the employee may be discharged for any reason without recourse to the grievance procedure.
- B. If an employee is out on sick leave or unpaid leave in excess of a total of eight (8) work days during his/her probationary period, the probationary period shall be extended by the number of work days missed.
- C. Orientation and training specific to the new employee's job duties will be provided during the probationary period.
- D. After six (6) months, probationary employees may apply to open positions at the Local for which they are qualified and be considered for promotion.

Section 2. Temporary Employees. Time spent as a temporary employee shall be credited towards satisfying the probationary period for the particular job involved. When a temporary employee is converted into a permanent employee he/she shall serve a probationary period consisting of that number of months which when added to the period of temporary employment equals twelve (12) months.

ARTICLE 6. HOURS OF WORK, WORKLOAD, AND COMPENSATORY TIME

Section 1. Salaried Professional Employees. The Employer and the Guild recognize that due to the nature of the organization, employees may be required to work long and irregular hours; to work on weekends and holidays; and to work away from home for extended periods of time.

Salaried staff shall be expected to work a minimum 40-hour regular work week. Reasonable efforts shall be made to balance the demands of the employees' professional and personal lives. With the above in mind; an employee's supervisor shall be responsible for approving a projected work schedule of goals, hours, and assignments at the beginning of each workweek. This schedule is designed to give bargaining unit members a reasonable expectation as to what their hours, schedule, and goals shall be for that week, in particular, those events or assignments that involve weekend or evening work. In the event that changes need to be made to that work schedule the employee's Supervisor shall give as much notice to the employee as possible. In the event that the employee has pre-approved leave time and or an emergency occurs that cannot be altered, every

effort shall be made to accommodate the employee. If accommodations cannot be made, the employee shall be reimbursed for all un-reimbursable costs incurred due to the change in scheduling.

Section 2. Flexible Scheduling and Compensatory Time for Salaried Employees.

Employees assigned to work by the Principal Officer and/or designee more than one weekend day (Saturdays or Sundays) per calendar month or on a designated holiday shall be entitled to flexible time off as set forth below in order to provide the employee with an opportunity to rest and rejuvenate. Employees shall be awarded flexible time off for each weekend day that they work per calendar month after the first weekend day.

The employee shall receive flexible time off in the amount as follows:

Two (2) to four (4) hours and 59 minutes worked in a day that qualifies for flexible time off entitles an employee to one-half flexible day off.

Five (5) hours or more worked in a day that qualifies for flexible time off entitles an employee to one flexible day off.

Flexible time off should be scheduled in the same workweek that it is earned. Employees must receive approval from their supervisor to take flexible time off and report flexible time off in accordance with procedures established by the Employer. For purposes of earning and using flexible time off, the workweek begins on Saturday and ends on Friday.

Time worked exceeding eight hours in a given day shall be compensated hour for hour only for hourly employees.

Employees who are unable to take flexible time off during the workweek when flexible time off is earned may apply for compensatory time in an amount equal to the flexible time off they otherwise would have been awarded. All compensatory time requests shall be filled out within ten (10) days of earning the time and must request a date to utilize the compensatory time within a reasonable period following the request, unless the employee is on an out of state assignment, in which case the request must be filled out promptly upon returning.

There shall be no pyramiding of flexible time off or compensatory time, and compensatory days must be used within sixty (60) days of the request for compensatory time, absent exceptional circumstances approved by the Principal Officer and/or designee.

Section 3. Terms of Flexible Scheduling and Compensatory Time. The terms of this section represent the parties' full agreement on flexible scheduling and compensatory time; no employee shall be entitled to any additional flexible time off or compensatory time off except as described in the sections above.

Section 4. Administrative Support Staff Hours & Overtime.

- A. The regular workweek for Administrative Support Staff shall consist of five (5), eight (8) hour days inclusive of a paid one (1) hour break. Parties agree that the Administrative Support Staff shall sign in with the designated time keeper upon

the beginning and end of each break period and at the start and end of the workday on the daily time sheets.

- B. The normal hours of office operation are 8:00 a.m. through 5:00 p.m. By mutual agreement between the employee and the manager responsible for the operation of the office, administrative staff hours can be any eight (8) hours between 8 a.m. and 6:00 p.m., provided that office operational needs are met.
- C. Overtime shall be compensated at one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime shall be defined as those required hours of work which exceed forty (40) hours in a week. An employee requested to work on the sixth (6th) day, Sunday, or paid holiday shall be guaranteed a minimum of four (4) hours of overtime pay. An employee requested to work on the seventh (7th) day shall be compensated at two (2) times the employee's regular rate of pay.
- D. For administrative staff all paid time shall be considered, as time worked, for the purposes of overtime payment.

Section 5. Severe Weather Conditions. On days when the public school within the municipality where the employee's primary office is located closes due to severe weather conditions, a minimum number of salaried employees may be required to work at the union office or in the field in order to maintain essential union functions. Employees required to work will be given notice as soon as practical. All other salaried employees shall have the option to work remotely, provided that their duties permit them to work remote and they notify their supervisor and the Local Union office at least one (1) hour prior to the start of their workday that they intend to work remote. Hourly employees can use accrued vacation or personal time if they wish to stay home on such days.

Section 6. Office Closures. In the case where the office is closed for any reason by the President or his/her designee, employees are not expected to report to work. Employees may be directed to work remotely. Employees will be paid their normal pay without loss of any benefit time as a result of the office closure unless employees refuse a directive to work remotely.

ARTICLE 7. HOLIDAYS

Section 1. Paid Holidays. Each calendar year the Employer shall allow time off with pay for the following holidays:

New Year's Day (or day observed)
Martin Luther King's Birthday
Lincoln's Birthday
President's Day (the official day designated by government & business)
Friday before Easter
Memorial Day
Independence Day (or day observed)

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve (or day observed)
Christmas Day (or day observed)
New Year's Eve (or day observed)
Employee's Birthday

Section 2. Holiday Observance. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed. A calendar will be issued at the beginning of each calendar year indicating the dates on which holidays fall.

Section 3. Work on Holidays for Hourly Employees. When work assignments require that an hourly employee work on a scheduled holiday, he/she shall arrange with the immediate supervisor to take an alternate day off within the next six (6) months. Prior written approval is necessary from the immediate supervisor to work on a scheduled holiday. Compensatory time for salaried employees shall be governed by the provisions contained in Article 6.

Section 4. Holidays Falling During Vacation. If a paid holiday occurs during an employee's vacation leave, the employee will be granted an additional day of vacation with pay or have the vacation leave day available for later use during the next six (6) months.

Section 5. Personal Days. Employees shall be granted four (4) personal days per calendar year. For employees hired after the signing of this Agreement, those employees working less than a full calendar year shall be granted personal days prorated based on full calendar quarters worked. Such time shall not carry over from year to year. Personal days may be used for any personal reason, provided the employee gives reasonable notice in advance, when possible, to secure permission from his/her supervisor. Personal leave cannot be taken in increments of fewer than four (4) hours, except that no more than three (3) times per year, hourly employees may use personal leave in increments of fewer than four (4) hours.

ARTICLE 8. VACATIONS

Section 1. Employees shall be entitled to paid vacation leave. Vacation leave shall be made available six (6) months after the employee's date of hire for up to five (5) days within that calendar year, pro-rated according to the amount of time the employee has completed. The Employer agrees to red circle all vacation accruals for employees hired prior to September 1, 2006.

Vacation Leave shall be provided according to the following schedule:

Years of Service
Year

Number of Paid Vacation Days Each

From Date of Hire through completion of 1 st year	5 days
After completion of 1 year through completion of 3 years	10 days
After completion of 3 years through completion of 5 years	15 days
After completion of 5 years through completion of 10 years	20 days
After completion of 10 years through completion of 25 years	25 days
After completion of 25 years and thereafter	30 days

Section 2. Accrual During Time Off. Employees will continue to accrue vacation leave as long as the employee is working or on a compensated leave of absence which includes sick leave and approved medical absences. Employees will not accrue vacation days if the employee is on an unpaid leave of absence for one (1) entire pay period or more.

Section 3. Vacation Leave Scheduling.

- A. Vacation leave must be approved in accordance with the following procedure. An employee must submit a written request for vacation leave to their supervisor for initial approval; the employee will then provide a copy to Human Resources who will forward the approved request to the President of the local for final approval. The President or his/her designee shall provide a written response as to whether a vacation request is approved or denied within ten (10) working days after the employee submits their request. Generally an employee's request for specific vacation time will be honored. However, in order to meet the needs of the union membership, the Employer reserves the right to deny an employee's specific request for vacation. In such instance, the Employer shall make reasonable efforts to grant an alternative vacation schedule for the employee. Employees are not allowed to utilize vacation time without advance approval of their supervisor of at least five (5) days. Subject to the advance approval of the supervisor, and the Union's membership operating needs, vacation leave will include Saturdays and Sundays for purposes of when the employee leave starts and when the employee's vacation leave ends.
- B. In order for the employer to efficiently address the concerns of the membership, Employees are encouraged to submit requests for vacations by March of each year. Employees submitting requests after March will be scheduled based on seniority consistent with the operational demands of the organization. Employees submitting requests for vacation after March will be scheduled, consistent with the operational needs of the organization on a first come basis. If two (2) employees submit vacation requests on the same day for the same time period, the most senior employee will receive preference for their requested vacation.

Section 4. Vacation Carry-over. In general, carryover of vacation time is not permitted. However, in the event an employee cannot utilize their vacation time within the calendar year, an employee may request to carry over their vacation time from one (1) year to the next, but at no time may an employee carry, or be eligible to carry more than twice the number of days to which the employee is entitled to receive. (Example: if you have completed 10 years of service, you may carry no more than 40 days of vacation - two times the annual amount of 20 vacation days). If an employee has reached the maximum number of days that he/she is allowed to carry, he/she shall not accrue any additional days until their total number of accumulated days has been reduced below their maximum.

Section 5. Vacation Payment upon Terminating Employment. An employee terminating employment shall have his/her vacation pro-rated for the full months worked within that calendar year. Upon termination, he/she shall receive cash payment for all unused accumulated vacation time.

ARTICLE 9. PAID SICK LEAVE

Section 1. Sick Leave. In each year of employment, each employee shall accumulate one (1) day's paid sick leave for each calendar month of employment for a yearly total of twelve (12) days. An employee shall continue to accumulate credited sick leave as long as the employee is on paid benefit time. An employee shall not be eligible to continue to accumulate paid sick leave credit, if the employee is on an unpaid leave of absence.

Section 2. Sick Leave Accumulation. An employee may accumulate a maximum of fifty (50) days of paid sick leave.

Section 3. Sick Leave Utilization. Sick leave may be utilized for illness, injury or preventative or necessary medical appointments of the employee, of his/her dependent children, spouse or domestic partner, siblings, parents, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Certification by a physician or visiting nurse duly authorized by the Employer may be required whenever it appears to be justified, and employees who utilize five or more consecutive days of sick leave are required to produce such certification upon their return to work indicating the necessity for the sick leave in order for the time to be approved and paid. Absences due to the disability of employees with pregnancy, childbirth, or related medical conditions are treated in the same manner as absences resulting from other temporary medical disabilities. For sick leave which is foreseeable, the employee must provide notice of the need for leave as soon as possible and practical. For leaves which are not foreseeable, employees must notify their supervisor and the Local Union office at least one (1) hour prior to the start of their workday if they intend to utilize a sick day._

Sick Leave may not be utilized during the final two weeks of employment.

Section 4. Payment of Benefits during Paid Sick Leave. Fringe benefits such as health insurance, vacation accumulation, paid holidays, personal days and additional accumulation of sick days will continue during paid sick leave as if the employee were actively at work.

However, the employee's car allowance will be suspended during paid leaves that exceed sixty (60) calendar days. Sick leave pay will continue until exhausted, or the employee is no longer disabled, whichever occurs first. The employee may then apply for an unpaid leave of absence. In the event an employee exhausts all paid benefit time accumulated, the employee shall be entitled to continue health insurance through COBRA utilization.

Section 5. Holiday Occurrence During Paid Sick Leave. In the event a paid holiday occurs during a period of paid sick leave, the employee, if otherwise eligible, shall receive holiday pay and such day shall not be charged or used as a sick leaveday.

Section 6. Termination of Benefit. Accumulated sick leave is not payable to employees upon termination of employment.

Section 7. FMLA Leave. Employees are eligible for Family Medical Leave (FMLA) under the terms and conditions of the Family and Medical Leave Act (FMLA) law. All employees are required to give as much notice as possible under the conditions and to fill out a FMLA form provided by the Employer in order to be eligible for FMLA coverage through certification.

Employees must substitute accrued vacation, sick days, comp time and/or personal days to cover absences from work that fall with the FMLA's definition of qualifying condition(s) (for the employee or family members, as defined in the FMLA). Accrued, paid benefit leave will run concurrently with the unpaid FMLA leave.

Section 8. Abuse of Sick Leave. Local 73 leadership will address the abuse of sick leave through progressive discipline. Such abuse includes consistent use of sick time in order to leave work early on daily notice consistent absenteeism on Mondays and Fridays, and/or the day before and the day after a scheduled holiday and/or employee vacation.

Employees who utilize three or more sick days in a calendar quarter on days immediately before or after other days off (not including consecutive sick days) without providing a doctor's note shall be required to provide a doctor's note for each sick day they utilize in the following calendar quarter in order for the sick days in the following quarter to be paid.

Section 9. Coordination of Benefit Time. Employees on qualified disability leave covered under Article 27, Section 4, may, at their discretion, coordinate sick leave with disability coverage (e.g., disability insurance covers 60% of the employee's salary, and an employee may use earned and accrued sick leave to cover the remaining 40%).

Section 10. Family Responsibility Leave

Employees who have completed their initial probationary period with parental responsibilities shall be allowed to take paid leave with the following stipulations:

- (a) Employees will be eligible for thirty (30) working days of paid leave for the birth or adoption of a child or the placement of a child.
- (b) The leave shall be used to perform the normal household duties associated with

having a newborn child in the household. Violation of this provision shall result in immediate revocation of the leave and may result in appropriate disciplinary action.

- (c) The leave request must be accompanied by a physician's statement. In the case of adoption, the leave request may be accompanied by a statement from an attorney or other person in authority directly connected with the adoption.
- (d) The leave must be for consecutive workdays.

Employees who are within their initial probationary period and otherwise eligible for family responsibility leave may take the leave unpaid.

ARTICLE 10. OTHER LEAVES OF ABSENCE

Section 1. Jury Duty Leave. If an employee is selected for jury duty, he/she shall be required to submit a Request for Absence Form to their Division Director/Supervisor, with a copy to the President of the Local. A copy of the court summons or notice shall be included to allow the employee to remain in paid status. Employees shall be expected to report for work on days and at times when the court does not ask you to report for jury duty. All compensation received by the employee for jury duty service shall be retained by the employee and not remitted to Local 73. However, a copy of the check shall be submitted to the Local as proof of attendance.

Section 2. Bereavement Leave. When a death occurs in the immediate family of an employee, the employee shall be entitled to a paid leave of absence of up to three (3) days. However, in the event the employee's spouse, significant other, parent(s) or child or children passes away, the employee shall be entitled to five (5) days paid leave. If an employee has to travel more than 250 miles for the funeral/memorial service bereavement leave will be paid for up to five (5) days. If additional time is required, accrued vacation leave or accrued sick leave (up to a maximum of 10 sick days) may be utilized.

Immediate family shall be defined as spouse, significant other, children, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, stepchildren, foster children, or anyone properly residing in the employee's household.

The employee is required to complete an absence request form as soon as they can for the approval of the employee's supervisor and President of the local. A copy of the announcement, memorial service card, funeral arrangement and/or obituary will be presented to the local upon return.

Section 3. Military Leave. Employees inducted into the armed forces shall accumulate seniority and upon return be reinstated to their former positions or a comparable position, provided that the employee notifies the Employer in writing as soon as possible. The Employer will comply with all terms of USERRA and/or any other applicable federal or state law that applies to military leave.

Section 4. Public Interest Leave. Non-probationary employees, with prior approval, may be granted an unpaid leave of absence for up to twenty-six (26) weeks for the purpose of participating in public interest work or campaigning for public office at the municipal, state or federal level. With approval, employees appointed or elected to public office shall be granted up to twenty-six (26) weeks of unpaid leave per year to represent their constituents. Benefit time accruals and seniority shall be frozen during such public interest leave. Insurance and all other benefits will not continue during full months that the employee is on public interest leave unless the employee agrees, in writing, to reimburse the Employer for the full costs of such benefits.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 1. Just Cause. No employee shall be discharged or otherwise disciplined except for just cause. In the event of discharge, suspension, demotion, written warning or verbal warning, the employee shall be given a reason in writing, and a copy of such notification shall be forwarded to the Guild at the same time. The Employer shall adhere to the principles of progressive discipline, except for major cause infractions, which may lead to immediate discharge or suspension on the first offense without resorting to progressive discipline such as:

- A. Sexual Harassment;
- B. Theft of SEIU Local 73 property or property of other employees or members;
- C. Falsification of SEIU Local 73 documentation;
- D. Failure to return to work at the conclusion of a leave of absence, including an FMLA leave;
- E. Unauthorized absence from work for a period exceeding five (5) consecutive days;
- F. Fighting on the job, physical violence or the threat of physical violence;
- G. Being under the influence of alcohol or any illegal substances on the job;
- H. Insubordination or refusal to perform assigned work;
- I. Disclosure of confidential SEIU Local 73 information to parties who are not authorized to receive such information such as employers and other labor unions;
- J. Violation of the Union's policy on firearms;
- K. Activity that undermines Elected Officers or members or that willfully undermines members' collective bargaining goals, organizing goals or

other programs of Local 73.

- L. Prohibited and/or unauthorized use of the Union's technology including, but not limited to, using the Union's technology to bully or stalk, posting or sharing obscene material, granting access to unauthorized users, using the Union's technology for personal commercial gain, or using, sharing or copying licensed software.

Section 2. Notification of Disciplinary Action. Disciplinary action shall only be valid when, within thirty (30) calendar days after the date of the alleged violation, or within thirty (30) calendar days from when the Employer could reasonably know of the alleged violation, the employee is notified in writing of the Employer's intent to initiate disciplinary action.

Section 3. Pre-Disciplinary Process. Before discipline is issued, the Employer must provide written notice of the charges and an explanation of the Employer's evidence. On no less than one day's advance notice, the accused employee will have a meaningful opportunity to respond, to correct factual mistakes in the investigation, and to address the type of discipline being considered. Employees, upon request, shall have the right to Guild representation when they are given this opportunity.

Section 4. Right to Representation. An employee shall have the right to have representation by a Guild steward, either in person or where the steward is based at the employee's work location, or by conference call, in any meeting with the Employer which is investigatory in nature and could lead to disciplinary action being imposed on the employee.

Section 5. Privacy. If SEIU Local 73 management sees reason to discipline an employee, it shall be done in a manner that will not embarrass the employee in front of other employees or the public and shall be done in a timely fashion.

Section 6. Right to Administer Discipline. Managers have the authority to discipline staff who they supervise. Termination of staff requires a written memo co-signed by the President, (or the equivalent Chief Executive Officer) or their designee.

Section 7. Expiration of Prior Discipline. Oral and written warnings shall expire and not be used to support additional progressive discipline one (1) year from the date of issuance if no other similar or like infraction is committed during that year.

ARTICLE 12. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Defined. A grievance within the meaning of this Agreement shall be any complaint by one or more employees which involves the interpretation, application, or compliance with, the provisions of this Agreement. All grievances shall identify the Article(s) and Section(s) of the Agreement alleged to have been violated and shall specify the remedy requested.

Section 2. Procedure. A grievance shall be processed as follows:

If the grievant believes there is a basis for a grievance, the grievant may first discuss the matter with the immediate supervisor in an effort to resolve the problem informally provided the adjustment is not inconsistent with the terms of this agreement.

If the grievance is not resolved at the informal step or if the aggrieved has chosen not to use the informal procedure, the employee or employees shall file the grievance in writing not later than fifteen (15) calendar days after the date of the event upon which the grievance is based or the date on which such event should reasonably have become known. The grievance shall be filed with the employee's immediate supervisor. A copy of the grievance shall also be sent to the President or his/her designee.

Step 1. Within ten (10) working days after receipt of the grievance from the employee, the immediate supervisor shall attempt to schedule and hold a meeting with the grievant(s) and his/her Guild steward for the purpose of attempting to resolve the grievance. Within five (5) working days after the meeting, the grievant shall receive a written response by the designated Employer Representative.

Step 2. If the grievance is not resolved at Step 1, the Guild may submit the grievance to Step 2, by appealing the grievance to Step 2 in writing to the President or his/her designee within seven (7) working days of the Employer's Step 1 response. Within seven (7) working days of the receipt of the Step 2 grievance, the President, or his/her designee, shall attempt to schedule a meeting with the grievant(s) and his/her Guild representative in an attempt to resolve the grievance. Within seven (7) working days of that meeting, the President, or his/her designee, shall provide the grievant a written response to their Step 2 grievance.

Step 3. If a grievance is not resolved to the Guild's satisfaction at Step 2, the Guild may submit the grievance to arbitration, provided that a written request for arbitration must be sent by both (1) e-mail and (2) either placement in the inter-office mailbox, or via first class mail to the President, or his/her designee, within twenty (20) working days after receipt of the Employer's Step 2 answer.

Within twenty (20) working days of such notice, the Guild shall submit a request for an arbitration panel to the Federal Mediation and Conciliation Service. The requested arbitration panel shall include seven (7) arbitrators with offices in the State of Illinois who are members of the National Academy of Arbitrators. Each party shall be entitled to reject one panel supplied by the FMCS, provided that the party rejecting the panel pays the FMCS fee for obtaining a second panel. The Guild must initiate arbitrator selection within ten (10) working days after receipt of the arbitration panel. The parties shall determine first strike by coin flip and shall alternately strike names until the one remaining arbitrator is selected.

If the Guild does not comply with the time limits set forth in the previous two paragraphs, the grievance shall be considered settled on the basis of the last decision of the Employer without any further appeal or reconsideration.

The arbitrator shall render an award within thirty (30) days after the arbitration hearing has ended or briefs have been received, whichever occurs later. The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Guild and the employee(s). The fees and expenses of the arbitrator shall be borne by the losing party, except that if any expenses are incurred because a party unilaterally withdraws a case then that party alone shall bear any such expense.

Section 3. Miscellaneous.

- A. Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Guild, the time limits set forth herein shall be applicable.
- B. A failure by the Guild or employee at any step of the grievance procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.
- C. A failure by the Employer at any step of the grievance procedure to attempt to schedule and hold a meeting or to respond to a grievance within the specified time limits shall result in the grievance being automatically moved to the next step without written appeal from the Guild.
- D. Grievant(s) shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1, 2 or 3 meetings or conference calls.
- E. Once an employee has filed a grievance, all subsequent notices and documents shall be sent to the designated Guild steward as well as the grievant.

Neither the Employer nor the Guild shall be permitted to present any grounds or evidence before the arbitrator which were not previously disclosed to the other party unless it is reasonably shown that it was not possible to have provided the newly discovered evidence to the other party prior to the arbitration.

ARTICLE 13. PERSONNEL FILES

Section 1. General. The Employer must keep personnel records for all employees and staff. Employee personnel records are kept in strict confidence. Employee personnel records may contain documents of the following type:

- A. Application for employment
- B. Resume
- C. References

- D. History of Pay and Benefits
- E. Training and Education
- F. Honors and Awards
- G. Duties and Job Classifications
- H. Performance Evaluations
- I. Supervisor Assessments
- J. Letters
- K. Statements
- L. Corrective and dismissal actions
- M. Grievances

Personnel records will contain not only those matters relating to an employee's work performance that need improvement, but also the employee's accomplishments and achievements. Personnel records are kept to ensure that every employee fulfills their responsibilities and receives the recognition for their work that they deserve. Anonymous materials shall not be placed in an employee's personnel file.

In accordance with the Americans with Disabilities Act, the Employer will maintain a separate file for employee medical information that includes records related to medical leave, reasonable accommodations, workers' compensation claims, and the like.

Section 2. Review of File. An employee shall have the right, upon written request, to review the contents of his/her personnel file or to request a copy of the file/s.

Section 3. Employee Response to Information in File. An employee shall have the right to answer or respond to any material in the file to which the employee desires to add their response. Such employee answer shall be attached to the document to which he/she wishes to respond.

Section 4. Information Requests about an Employee. When the Employer receives an inquiry regarding an employee's status within the local union (ex. Another employer, a bank, a creditor), the only information that will be released is the following:

- A. the employee's date of hire at the local union;
- B. the employee's position, job title);
- C. The employee's date of separation at the local union, if the employee has left employment.

The Employer will only provide additional information, if the employee has given the Employer written authorization, or if the information is sought through a subpoena or other court approved legal document which requires production of the requested information.

ARTICLE 14. GUILD BUSINESS

Section 1. Stewards. The Guild shall furnish the names of stewards at least ten (10) days prior to the effective date of their appointment or change in appointment. The Guild shall provide the Employer with a list of alternate stewards who shall assume the duties and rights of a steward when the regular steward is absent or if a conflict of interest

requires the regular steward to withdraw from the matter involved. At no time will more than one (1) Steward be involved in Representation or investigation of a grievance unless mutually agreed upon by both parties.

Section 2. Steward/Officer Activity.

- A. Stewards or Officers of the Guild, who are employed by SEIU Local 73, may utilize a reasonable amount of work time without loss of pay to confer with an affected employee with respect to any matter for which remedial relief may be sought pursuant to the terms and conditions of this Agreement, or to interview witnesses, review documents, or prepare materials necessary to process a grievance, provided such activity is reported on the steward's weekly activity reports.
- B. Any meeting between any Employer official and a Guild steward concerning a matter for which remedial relief may be sought pursuant to the terms of this agreement may be held on work time, provided such meeting is reported on the steward's weekly activity report.
- C. A steward will inform their supervisor in advance of any steward activity on work time which will require a significant amount of time during the normal work hours to ensure no conflict with SEIU Local 73 work requirements and membership needs. No request will be unreasonably denied. If such a conflict exists, the supervisor and the steward will mutually agree on an alternative arrangement to accomplish the Union's work. If no agreement can be reached then the President or designee shall make the decision as to whether a conflict exists, which interferes with union performance for its members.

Section 3. Bulletin Boards. The Employer shall provide a bulletin board for the Guild's use at each SEIU Local 73 field office location.

Section 4. List. The Employer agrees to provide the Guild a quarterly list of members in the bargaining unit which included their last reported home address and phone, their work address and phone, their rate of pay, their job classification, and their date of hire. The Guild will inform the Employer of any information it learns is inaccurate on the list.

Section 5. Use of Facilities. The Employer agrees that the Guild and its representatives shall have the right to use offices for meetings and to transact official business on Local 73 property provided permission has been granted by the President of Local 73 or her/his designee and provided it does not interfere with or interrupt normal SEIU operations. The Employer also agrees to allow the Guild reasonable use of office equipment for official Guild business. The Employer also agrees to allow the Guild reasonable use of the Employer's email system to communicate with their members during non-work time. The Guild shall provide the Employer with a summary of equipment and property used.

Section 6. Membership Meetings. When notified at least five (5) days in advance, the employer will schedule lunch hour coverage so that all administrative staff are able to

attend Guild meetings of no more than one (1) hour, which are scheduled during the work day.

ARTICLE 15. LABOR / MANAGEMENT COMMITTEE

The Employer and the Guild agree to maintain a standing labor management committee. Such meetings will be conducted during normal working business hours. The Committee shall be composed of three (3) members from SEIU Local 73 and three (3) members of the Guild. The Committee shall ordinarily meet every quarter, but the parties may meet more or less often by mutual agreement. One (1) representative from each party shall work together to finalize an agenda no later than ten (10) days before the next scheduled meeting. The parties may identify subjects for inclusion in a future agenda at the end of a labor management meeting. The Committee shall give consideration to all matters of mutual concern.

ARTICLE 16. DISCRIMINATION AND SEXUAL HARASSMENT

Section 1. No Discrimination. It is the policy of SEIU Local 73 to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment for all on the basis of race, creed, color, religion, sex, sexual orientation, gender identity or expression, national origin, veteran status, ancestry, marital status, disability or age (subject to the exceptions with respect to age or disability contained in applicable law). This includes a commitment to maintain a work environment free from prohibited forms of harassment. The Guild and/or bargaining unit employees who observe or suspect discrimination should immediately report it to Local 73 Personnel Manager, in writing for investigation.

Section 2. Sexual Harassment.

- A. SEIU Local 73 is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and members and respect for individual values and sensibilities. Accordingly, the Employer intends to enforce its Sexual Harassment Policy at all levels within the work place in order to create an environment free from discrimination of any kind, including sexual harassment.
- B. Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequence. Sexually oriented acts or sex based conduct have no legitimate business purpose.
- C. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical acts of a sexual or sex-based nature where:
 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 2. An employment decision affecting an employee is based on that individual's acceptance or rejection of such

conduct; or

3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

D. Prohibited acts of sexual harassment can take a variety of forms from subtle pressure for sexual activity or continue to physical contact. At times the offender may be unaware that his or her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:

1. Unwelcome or unwanted advances or physical contact, including sexual advances. This includes a wide range of behaviors, such as touching, pinching, patting, hugging, kissing, cornering, fondling, and brushing up against;
2. Unwelcome requests or demands for dates or sexual favors, whether or not accompanied by implied or stated promises of preferential treatment or negative consequences concerning employment opportunities or status.

ARTICLE 17 BUSINESS EXPENSES AND REIMBURSEMENT

Section 1. Reimbursable Expenses. All approved business expenses incurred by the employee which are not covered in this Agreement, including but not limited to, meeting expenses, postage, mileage and office expenses shall be submitted for reimbursement under the procedures established by the Employer and CBA. All expenses related to the use of cellular phone and the use of the employee's vehicle, shall be covered by the provisions of Automobile and Cell Phone Allowances and Stipends in Sections 3, 4, and 5 and shall not be a reimbursable expense.

All expense forms, with receipts and other required documentation, must be timely submitted for reimbursements in accordance with the Employer's procedures. Expenses which are submitted in accordance with the Employer's policy shall be reimbursed by the employer within three (3) weeks. Expenses which are submitted more than thirty (30) days after the month in which they incurred shall be reimbursed within six (6) weeks. Failure to submit expenses in a timely manner may result in additional delays in reimbursement and possible discipline for chronic failure to abide by the Local 73 policy for reimbursement. Any expenses submitted more than sixty (60) days after the close of the month in which the expenses were incurred will not be reimbursed by the Employer. The President may grant an extension of time based on extenuating circumstances, providing it is consistent with the requirements of the law.

In accordance with Illinois regulations, expenses incurred related to services performed for the employer shall be included in final compensation owed to an employee.

Section 2. Business Meals. Should it be necessary to take other people for business related meals, the expense will be reimbursed in accordance with the policies of the Employer. Such

expenses shall be kept to a reasonable amount and shall be reported for reimbursement as established by the Employer.

Employees shall be reimbursed for the cost of meals on any out of town travel days by a combined meal and incidental (M&IE) per diem rate of \$45 per day for each night of an overnight stay when he/she travels out of town on Local 73 business. If an employee is required to travel out of state on assignment to the International or any other organization the per diem shall be fifty-five (\$55) per day. Upon the timely request of an employee, the Employer shall provide for a cash advance prior to out-of-town travel. In accordance with IRS regulations, such advances must be repaid or accounted for through submission of required expense reports, no later than thirty (30) days following the end of the calendar quarter in which the advance was issued. If an employee is on assignment that prohibits them from producing original accountings and expense reports within the timeframes set forth above, it shall be acceptable for those employees to email such documentation to the Employer, and provide the original documentation to the Employer upon the employee's return. Should the employee fail to repay or account for the advance within the time limits specified above, such advance may be converted to income in accordance with IRS regulations.

All submissions must be accompanied by proper documentation, including receipts and purpose of expense.

Section 3. Automobile Usage. Those employees who are in a position which requires the use of an automobile shall have a vehicle which is in good working order. The following levels of insurance coverage must be maintained at all times on the vehicle:

Liability Insurance:

Bodily Injury	\$100,000 each person \$300,000 each occurrence
Property Damage	\$100,000 each occurrence

Uninsured Motorist Insurance (including under-insured coverage):

Bodily injury	\$100,000 each person \$300,000 each occurrence
Automobile Medical Payments	\$10,000

Proof of coverage and a copy of the employee's automobile insurance must be provided to the Employer on an annual basis. In addition to insurance, the employees are responsible for all other expenses related to the usage of their vehicle including but not limited to repairs, routine maintenance, and fuel expenses, whether or not those expenses were incurred on union business, except as provided in other provisions of this agreement.

In order to receive a car allowance, the employee must show proof of car ownership and insurance as indicated in this agreement. In the event an employee is without a car, the employee must report this fact to the employer. Until such time as the employee regains use of a car, the car allowance will be suspended.

Section 4. Driver Safety. If an employee's position requires driving, their motor vehicle record will be reviewed before hire and periodically thereafter, as determined by the Employer. Those employees whose positions require driving must hold a valid driver's license in good standing with their current state of residence and maintain motor vehicle insurance as set forth in this Agreement. A Driver Safety Committee shall be established, consisting of an equal number of representatives of the Guild and Employer to review motor vehicle records. An unsafe driving record, as recommended by the Driver Safety Committee, and determined by the Employer, will result in loss of the privilege of driving during the course of employment and loss of any prospective right to a car allowance or mileage reimbursement.

Section 5. Cellular Phones. Those employees for whom the Employer requires regular communications in the field shall have a cellular telephone which is in good working order with a talk, text and data plan sufficient for their job-related communications needs. Employees shall provide the Employer with the cell phone number and with any changes in the number. When employees are out of the office during regular business hours, they should respond to calls from the Employer unless their job duties at the time prevent them from doing so. In that case, they should respond as soon as reasonably possible. All phones shall have an Illinois or Northwest Indiana area code.

All staff shall provide their cell phone number to the Union and staff for whom the Employer requires regular communications in the field shall at management's sole discretion, not unreasonably withhold their cell phone number from employers, allies, and workers that the union represents or seeks to represent, and, at management's sole discretion, shall place their cell phone number on their business cards. The Union reserves the right to otherwise publish or make available cell phone numbers in order to make the employee more accessible for legitimate Union business.

All information stored on the devices and any activity conducted on the devices as a result of employees' employment relationship with the Local Union, are the property of the Union. Employees shall have no expectation of privacy concerning such information stored on the devices, and any activity conducted on the devices. Employees who leave the Union for any reason must delete all Union data from the cell phone when employment with the Union is severed, or as otherwise directed by the Union. All of the Union's policies concerning employee conduct and other employer-provided equipment, including its policies on Confidentiality of Private Employer Information and Internet, Email, and Social Media, shall apply equally to the use of employer-provided cellular phones.

Section 6. Automobile Allowance and Cell Phone Stipend. Those employees who are required to have an automobile or cellular phone in accordance with the previous sections shall be paid the following stipends and allowances:

A. Automobile Allowance.

No reimbursement for mileage shall be afforded beyond the automobile and gas allowance unless the employee drives more than 200 business miles within one (1) month. All employees who are to be reimbursed for mileage must submit a monthly summary of all the mileage they have incurred in the course of performing their job if they seek reimbursement for mileage incurred over 200 business miles. This summary must include the date of the business travel, the

beginning number of miles and the ending number of miles and the employer facility and/or organizing target for which the mileage was incurred. Any mileage reimbursement request submitted more than sixty (60) days after the close of the month in which the expenses were incurred will not be reimbursed by the Employer.

The monthly taxable auto and gas allowance shall be \$550 per month plus mileage payable at the quarterly IRS rate for all mileage incurred over 200 business miles during the course of their work assignment.

The automobile allowance shall be paid on the first payday of each month.

B. Cellular Phone Stipend.

The monthly nontaxable reimbursement for cell phone use of \$50 per month shall be provided to those employees who are required to have a cell phone pursuant to this Agreement and who otherwise comply with the Employer's policies and legal regulations regarding cell phone reimbursements to reimburse employees for the cost of business use of a personal cell phone. Employees shall provide periodic cell phone bills and proof of possession of a cell phone in good working order that complies with the requirements of this Agreement upon reasonable request.

Section 7. Parking. Management agrees to provide paid parking for all employees who regularly park on a daily basis at the Chicago office based at 300 S. Ashland, Chicago, Illinois (and any successor locations). For employees who work or visit in the Chicago office two (2) days or less in the office, they shall receive a paid parking sticker. Employees who decide not to utilize their parking passes and instead park in front of the office shall have their parking passes revoked, and they shall also be directly responsible to the landlord for any towing fees that occur due to their repeated violation of the parking policy and agreement that Local 73 has with the landlord.

ARTICLE 18. DEFINITION OF SENIORITY

Section 1. Definition. The term "Seniority" as used hereinafter shall be defined as the length of an employee's service with the Employer from their date of hire with SEIU Local 73. The parties agree that certain employees that are currently in the bargaining unit received credit for prior service with other SEIU locals and/or the SEIU International. All employees hired after the date of September 1, 2006 shall have their date of hire with SEIU Local 73 as their official seniority date. However, for purposes of vacation only all employees hired after September 1, 2006 but prior to December 31, 2013 shall receive service credit for employment with SEIU added to their seniority date. Such service must be documented in writing and their adjusted vacation credit will begin upon such submission.

Section 2. Classification Seniority. The term "Job Classification Seniority" as used herein shall be defined as the length of an employee's service within a particular job classification. Job Classification Seniority shall be utilized in evaluating the employee's length of service within a title for the purposes of applying reduction in force language for any affected title.

Section 3. Seniority of Current Employees. The Seniority dates of employees shall apply to all seniority issues except that these employees may have a different date for determining the amount of vacation and other benefits that they may be due, in which case the secondary date of employment and type of benefit to which it applies will be confirmed in a Letter of Agreement.

ARTICLE 19. REDUCTION OF FORCE - RECALL FROM LAYOFF

Section 1. Reduction of Force. Should the Employer find it necessary to decrease the number of employees working within a job classification, the Employer shall give written notice to the Guild at least thirty (30) calendar days prior to the effective date of the layoff of employees. Within each job classification, employees shall be laid off in the following order:

1. Temporary employees
2. Probationary employees
3. Part-time employees
4. Regular bargaining unit employees in reverse order of their seniority within their bargaining unit classification.

Employees subject to a layoff may bump any other employee with less seniority in a different job classification but the same salary grade or a lower job classification, provided that the employee has the ability and qualifications and work experience to perform the work with only minimum orientation. Employees that are bumped may in turn exercise their right to bump.

Employees who bump into a lower classification shall have their salary adjusted to the level of pay in a lower classification that is closest in range to their current salary.

Section 2. Recall from Layoff. Employees who have completed their probationary period and are laid off shall be maintained on a recall list for two (2) years from the date of layoff.

Whenever a position becomes available from which the employee(s) were laid off or a position becomes available that the employee has the ability and qualification or work experience to perform, the employee shall be recalled to the open position on a basis of seniority.

Notice of recall will be sent to the most recent home address/email address and phone number provided by the laid off employee. It is the responsibility of a laid off employee to inform the employer of any change of addresses and/or phone number in order to be eligible for recall. Upon notice of recall to a position, an employee will have fifteen (15) business days to respond with their intent to return or not. An employee offered recall, who does not accept recall to a position for which they are eligible and qualified, will forfeit any future right to recall.

When recalled to a position other than the position the employee held prior to his/her layoff, that employee will be provided instruction and orientation in the position for which they are recalled. However, if a position within the classification that the employee was originally laid off from becomes available once the employee has returned to work, that

employee shall be given that open position. There will be a trial period of ninety (90) days, during which either the employee or the Employer may choose to return the employee to layoff status.

Section 3. Alternatives to Reduction in Force. During the thirty (30) day notice period set forth in Section 1, upon timely request by the Guild, the parties will negotiate over alternatives to the reduction in force which involve mandatory subjects of bargaining. An illustrative list of such alternatives include restructuring the wage and benefit package of bargaining unit employees, foregoing wage increases and exploring options for early retirement or voluntary leave in order to avoid a reduction in force or limit the scope of the reduction in force. The Employer shall not be prohibited from implementing a reduction in force if the parties are unable to come to agreement within the thirty (30) day notice period, and the Employer shall not be obligated to negotiate with the Guild over alternatives to the reduction in force that do not involve mandatory subjects of bargaining.

ARTICLE 20. VACANCY & PROMOTION

Section 1. Prior to filling a vacant Guild position in the bargaining unit, management shall post the vacancy for not less than ten (10) working days.

Section 2. The notice shall be transmitted to all Guild members via the SEIU Local 73 email system.

Section 3. Any Guild member may apply for the position, in which case, he/she shall submit a written application including information he/she deems pertinent to be considered for the position.

Section 4. Management shall interview all Guild applicants for the vacant position and then decide which employee, if any, shall be given the vacant position. Applicants who are not selected for the vacant position will have the opportunity to meet with the President and or the selecting official in order to hear why they were not selected for the position.

Employees not chosen for a bargaining unit position will, upon request, be given a written decision from the selecting official of the factors used to rate the employee and the reasons why he/she was not selected for the position.

Section 5. Evaluation Appeals

When the performance of a bargaining unit member is considered unsatisfactory, the following procedures shall take place:

The Vice President or his/her designee shall notify the bargaining unit member in writing stating the reasons for the unsatisfactory ratings and *offer* positive suggestions and assistance to the employee including additional training for improving their skills, knowledge and ability to perform their job to a satisfactory rating. The performance evaluation notification shall be given to the affected employee in a private conference and held confidential. A copy of the unsatisfactory evaluation shall be sent to the President of Local 73 and a copy shall be placed in the employee's personnel file.

Employees of the bargaining unit who disagree with any portion of his/her evaluation shall have the right to appeal to the President within ten (10) days of receiving his/her evaluation.

Within 10 days of receipt of the appeal the President shall convene a meeting to properly address the employee's appeal. The President shall have a reasonable period of time not to exceed twenty (20) days after said meeting to render a decision to the employee's appeal.

Section 6. Vacant Positions and Involuntary Transfers. Except as otherwise expressly limited in this Agreement, the Employer retains the right make assignments, balance the workforce, and select the best candidate for open positions. Notwithstanding, the Employer agrees to solicit volunteers before laterally transferring an employee into a different classification permanently, or reassigning staff in or out of the Member Action Center on a permanent basis. If the volunteers are equally qualified for the position, then seniority will be the deciding factor. The Employer has the right to determine qualifications. If there are no qualified volunteers, then the employer has the right to determine who shall fill the vacant position, taking seniority into consideration.

Employees who transfer from a substantially different position to another will be given adequate training within the first two weeks of starting the new position.

Section 7. Notice of New and Temporary Assignments. The Employer will provide impacted employees with reasonable notice of new or temporary assignments, and will accept input from the affected employees to ensure a smooth transition of work. In the event of temporary reassignment, the employer will work with the affected employee to ensure any work from their long-term assignment is completed and/or rescheduled while on their temporary assignment.

ARTICLE 21. SUCCESSORSHIP

This Agreement and any other mutually agreed upon amendments shall be binding on the parties hereto, their heirs, successors, administrators, and assigns which shall include but shall not be limited to mergers, restructuring of local unions, reorganizations, and affiliations of any kind. In the event of any changes of employer administration, merger, restructuring of local unions, reorganizations and/or affiliations, the Employer shall be obligated to notify any potential successor and assign of the existence of a Collective Bargaining Agreement, the rights, responsibilities, and obligations herein. The Employer shall also advise the bargaining unit of any potential change in successor or assign as soon as notice is practicable.

ARTICLE 22. SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full

force and effect In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 23. STRIKES AND WORK INTERRUPTIONS

During the term of this Agreement, neither the Guild nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of work concerning this bargaining unit. In the event that any employee or group of employees shall participate or engage in any activities herein prohibited, the Guild agrees, immediately upon being notified by the Employer, to direct such employees or group of employees to cease such activity and resume work at once.

The Employer has the right to discharge or otherwise discipline any employee who fails to resume working.

During the term of this Agreement, the Employer will not institute a lockout or permanently replace bargaining unit members over a dispute with the Guild so long as there is good faith compliance by the Guild with this Article.

ARTICLE 24. WAGES

Section 1. All new employees or current employees promoted to a higher classification or level, shall be placed at appropriate salaries/wages for the classification into which they are hired or promoted.

The Employer may assign individuals in internal organizing roles to comparable positions in external roles, and vice versa, based upon the needs of the organization. The Employer shall provide orientation and training when such assignments are made.

Section 2. INTERPRETATION PAY. Local 73 shall pay a monthly stipend of fifty (\$50) dollars to those employees who are identified by management who are fluent speaking in a non-English language and an additional monthly stipend of fifty (\$50) dollars shall be paid to those employees who are identified by management who are also fluent writing in a non-English language, provided that the applicant for interpretation pay provides:

- A. A written recommendation from their supervisor, subject to final approval by a principal officer, that they receive interpretation pay because the duties of the employee's position require regular communications in a foreign language that they claim to be fluent in, and further indicating whether the need is for oral communication, written, or both; and
- B. A unanimous finding from a two-person committee (one worker represented, and designated, by the Guild and one worker not represented by the Guild designated by management) that the applicant is proficient in the language (oral, written, or both). Both committee people must be proficient in the foreign language under review.

Interpretation pay may be discontinued in the event that the employee's position no

longer requires communication in the foreign language.

Section 3. Classifications and Salary Schedule. The titles of Field Organizer, Senior Field Organizer, and Lead Field Organizer shall be consolidated into the comparable titles of Organizer, Senior Organizer, and Lead Organizer.

For 2021: Retroactive to 9 months back from the date that the contract is ratified by the Guild, but no earlier than January 1, 2021, employee wages shall be increased to the greater of (1) placement at the rate of pay listed below, or (2) a \$1,500 cost of living adjustment to the employee's final 2020 salary. Bargaining unit employees must be employed on the date that this Agreement is signed in order to be eligible for retroactive pay.

-	-	-	
	<u>Jan. 2021</u>	<u>Jan. 2022</u>	<u>Jan. 2023</u>
Title			
Adm. Asst. I MRC Operator	\$41,300	\$42,539	\$43,815
Office Manager (Spr) Adm. Asst. to Executive	\$46,350	\$47,741	\$49,173
Adm. Asst. II	\$47,895	\$49,331	\$50,811
Part Time Organizer	\$24,282	\$25,011	\$25,761
Organizer in Training	\$41,742	\$42,994	\$44,284
Organizer Political Organizer Comms. Specialist Research Asst.	\$52,530	\$54,106	\$55,729
Sr. Organizer Sr. Political Organizer Sr. Comms. Specialist Sr. Research Asst. Hearing Officer	\$56,224	\$57,911	\$59,648
Lead Organizer	\$62,056	\$63,918	\$65,835
Asst. Director	\$67,980	\$70,019	\$72,120

* Conditioned on the total membership requirements being met, as established below.

Effective the first full pay period following January 1, 2022, and January 1, 2023, there shall be a 3% pay increase for individuals on the salary scale as indicated in the table above, and a \$1,500 annual cost of living adjustment for individuals whose salaries are more than the

salary levels listed for their position.

The pay increases for 2022 and 2023 will be implemented so long as total membership in Local 73 as of December 1 of the prior year is at or above 26,000 full dues paying members. If the total membership is below this number in any year of this Agreement, then the parties shall reopen this Agreement on request of the Guild on or after January 1 for discussion or negotiation of a wage adjustment, which shall not exceed the adjustments that would otherwise be made.

Upon written request from the Guild received at least sixty (60) days prior to January 1, 2024, collective bargaining shall reopen for the sole and exclusive purpose of negotiating salary adjustments for the period of January 1, 2024 through December 31, 2025. In the absence of such notice, the Agreement shall continue for the duration with wages fixed at the December 31, 2023 rate. Wages shall remain at the December 31, 2023 rate until such time as they are altered through negotiations.

Section 4. Advancement to Senior Positions. Retroactive to January 1, 2021, and moving forward, Organizers, Communications Specialists, Political Organizers and Research Assistants shall advance to comparable Senior positions and rates of pay effective the first full pay period in the calendar year that they will achieve 5 years of continuous service with Local 73.

Administrative Assistants I shall advance to Administrative Assistant II positions and rates of pay effective the first full pay period in the calendar year that they will achieve 5 years of continuous service with Local 73.

ARTICLE 25. TRAINING

The Employer and staff recognize that staff development is a key element in the quality of Local 73's organizing the unorganized and representation of its members. The Employer recognizes its responsibility to provide and promote the development of employees. The employees recognize their obligation to develop the skills, ability and knowledge necessary for promoting SEIU's programs and mission, organizing the unorganized, training new worksite leaders and providing quality representation.

The Employer shall provide appropriate training for employees. This training shall include in-house training seminars, off-site training seminars, making available training materials, including books, manuals, etc., and assigning less-experienced employees to work with and learn from more-experienced employees. Employees understand and accept their responsibility to fully participate in these training opportunities. To the extent possible these trainings will be conducted during the course of the employee's regular work day. But the parties agree that many training opportunities may occur outside of the employee's regular work schedule.

Employees may apply to attend classes of instruction relevant to their work duties. The Employer will reimburse employees the cost of these training classes provided the following elements are met:

- A. The Employer is provided with a proposal of the description of the class and educational institution and the employee receives written approval from the Employer to enroll prior to the employee enrolling in the class;
- B. The Employer determines that the class is relevant to the employee's work duties and that the proposal is budgetary feasible;
- C. The employee attends and successfully completes the class with a passing grade and submits proof of same.

ARTICLE 26: DRUG AND ALCOHOL POLICY

- 1. Whenever employees are working, are operating vehicles in the course of their duties, are present on Union premises or are conducting job-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug.
 - b. Being under the influence of alcohol or an illegal drug.
- 2. This policy does not prohibit employees from the lawful use and possession of prescribed medications. However, the Union will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties.

Types of Employee Drug Testing

Pre-Employment Drug Testing. The Union reserves the right to test all applicants who are offered a job with the Union for drugs as part of the post job offer employment screening process.

Just Cause Drug Tests. Employees may be required to submit to a drug test if the Union has just cause to believe they have been under the influence of drugs or alcohol on the job, have used or possessed drugs while on the job, or if performance appears to be impacted by drug or alcohol abuse. Just cause exists when abnormal or unusual behavior is exhibited by an employee where the employee is observed by any non-bargaining unit individual, and, where possible, such observance is witnessed and confirmed by a second non-bargaining unit individual. Such abnormal or unusual behavior includes slurred or incoherent speech, unsteady balance, stumbling, staggering, dilated pupils, redness of eyes, and odor of illegal drugs or alcohol. Notice will be given to a Guild representative at the time of observation or when the Employer decides to require an employee to submit to a just cause drug test. Just cause drug testing will be limited to a breathalyzer or urinalysis testing.

Post-Accident Drug Test. Any employee involved in an on-the-job accident that damages a vehicle, machinery, equipment or property or injury requiring time away from work or offsite medical attention may be tested for drug or alcohol use to determine whether the employee was under the influence of drugs or alcohol at the time of the accident or injury. These accidents can include driver negligence, a workplace injury requiring time off work or with medical treatment on or away from the scene, or disabling damage.

Any applicant or employee who tests positive for illegal drug use will not be hired, may be subject to disciplinary action and required to participate in substance abuse counseling, and may be terminated from employment.

Procedures

All testing will be performed by a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act. Initial testing shall be at the expense of the Employer.

The Employer shall provide the employee tested with a copy of all information and reports.

Employees will be allowed to have a second test of the original sample at the employee's own expense.

Employee Assistance

The Union will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline or termination under this or other Union policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as permitted under the Employer's policies and required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including discharge, will be enforced.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor. Employees need not, however, disclose to the Union underlying medical conditions unless directed to do so.

Refusing an Employment-based Drug Test

Refusing to take a drug test may result in a rescinded offer of employment. Current employees can also be terminated, demoted, or suspended for refusing a drug test.

ARTICLE 27. HEALTH INSURANCE, LIFE INSURANCE AND PENSION

Section 1. Health Insurance. The Employer shall provide the health, dental and vision insurance to the employees and their dependents. During the life of the agreement, the Employer shall pay 100% of the premium for health, dental and vision coverage. In consideration for this, the Guild agrees that in the event that a decrease or substantial change in benefits occurs, the Employer will meet with the Guild to meaningfully discuss the proposed changes and explore methods of reducing the cost of health insurance to the Employer and the Employee. The Guild shall have the right to name two

representatives to the Employer's Insurance Review Committee. The purpose of the Insurance Review Committee is to review any concerns or proposed changes in the insurance programs of the Employer. Any decisions of the Committee must be approved by the Guild and SEIU Local 73; such decisions shall be incorporated into and become a part of this Agreement.

Section 2. Life Insurance. The Employer commits to providing all employees with life insurance in the amount of \$50,000 per employee, except for employees age 70 or over, in which case the amount shall be \$25,000, and will provide a copy of the policy to each employee. The Employer shall make available additional voluntary group life insurance to employees, subject to meeting the eligibility requirements of the plan/s. The costs of additional voluntary group life insurance shall be born exclusively by the employees electing to participate.

Section 3. Pension and Retirement Benefits. International Pension. All bargaining unit employees shall be covered by the Service Employees International Union Affiliates Pension.

Section 4. Disability Insurance. At the Employer's expense, the employer shall provide all bargaining unit employees with short and long term disability insurance. In the event, the employer determines to change carriers or modify coverage the employer will continue to provide substantially the same or similar coverage as that which was agreed to during 2017 negotiations. The Employer will notify the Guild in writing prior to any changes in the coverage or carriers. The Employer will provide a summary of the changes and meet with the Guild if requested.

Section 5. Supplemental Insurance (Aflac). The Employer will process through voluntary payroll deduction, premiums for supplemental insurance plans selected by the employee and offered by Aflac. The Employer will not be responsible for the payment of premiums, for the administration of the benefits, for claims processing or for the failure to meet the minimum enrollment requirements set by Aflac.

ARTICLE 28. TAX ADVANTAGED EMPLOYEE ACCOUNTS

Section 1. Flexible Spending Accounts. The Employer shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations so that employees can use pre-tax dollars for out-of-pocket medical expenses and dependent care expenses. For those employees who elect to participate, employee premiums shall be deducted on a pre-tax basis from employee pay. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts shall revert to the Employer to utilize or distribute in conformance with federal regulations.

Section 2. Payroll Deduction IRA. The Employer agrees to establish a payroll deduction IRA program with a financial institution of its choosing. When employees who open an IRA account with the financial institution and authorize payroll deductions, the Employer will withhold the payroll deduction amounts that the employee has authorized and promptly transmit the funds to the financial institution. After doing so, the employee and the financial institution are responsible for the amounts contributed. The Employer's involvement in the

program is limited to collecting employee contributions and promptly sending them to the IRA provider. The employee is responsible for the fees related to setting up and maintaining the IRA. Employees control where their money is invested and they also bear the investment risk. All investments are subject to risk, and the Employer does not guarantee or promise any rate of return.

Section 3. Meet and Confer with the Guild. The Employer agrees to meet and confer with the Guild during the process of initial set up, including the choice of program provider, and maintaining both aforementioned FSA and IRA programs, provided that Local 73 shall have the right to make final decisions with respect to such matters.

ARTICLE 29. DURATION

This Agreement shall remain in full force and effect from January 1, 2021 through December 31, 2025, and from year to year thereafter unless either party desires a change. In the event a change is desired by either party, written notice shall be given to the other at least sixty (60) days prior to the expiration date of this Agreement.

It is further agreed that the non-economic provisions of this Agreement shall remain in effect during the period of negotiations for a new Agreement and either party may terminate this Agreement by written notice to the other at least thirty (30) days prior to December 31, 2025, or any date thereafter. Wages shall remain at the December 31, 2025 rate until such time as they are altered by the Agreement reached by the parties.

Signed this date SEPT. 21, 2021

FOR THE GUILD:

Andrew Gmin

Matt Foreman

FOR SEIU LOCAL 73:

Travis