Agreement

Between

Chicago Regional Council of Carpenters
*United Brotherhood of Carpenters & Joiners of America*

And

The Board of Trustees of
Northern Illinois University,
DeKalb, Illinois

Effective July 1, 2013 through June 30, 2018
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ARTICLES OF AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at DeKalb, Illinois, hereinafter referred to as the Employer, and the Chicago Regional Council of Carpenters Local Union 790 hereinafter referred to as the Union or Bargaining Representative. All references to the male gender in this Agreement are understood to include both male and female employees, unless specifically distinguished.

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters pertaining to wages, hours, scope of work, terms and conditions of employment in the classification of carpenters and carpenter foreman at Northern Illinois University at DeKalb, Illinois, as provided for in Illinois Revised Educational Labor Relations Board on December 10, 1992, Case No.93-RC-0006-C, and such other classifications as may be added by Agreement of the Employer and the Union.

ARTICLE II NON-DISCRIMINATION

ARTICLE II, SECTION 1 PROHIBITION AGAINST DISCRIMINATION

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of the Agreement on the basis of race, sex, creed, marital status, national origin, age, religion, handicap, veteran status, sexual preference or Union membership. Complaints involving discrimination or sexual harassment shall be reported either to Human Resources Services or the Affirmative Action Office.

ARTICLE II, SECTION 2 NON-DISCRIMINATION AGAINST THE UNION

Both parties agree that there shall be no discrimination against officers and members of the Union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the Union and its members.

ARTICLE III UNION RIGHTS

ARTICLE III, SECTION 1 ACTIVITY DURING WORKING HOURS

Employees shall be allowed reasonable time off during regular working hours with pay to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer’s operations.

ARTICLE III, SECTION 2 STEWARDS

The Union may appoint a journeyman to act as steward of the bargaining unit and shall notify the Employer in writing of the employee designated as steward. No steward shall be discriminated against by the Employer for the faithful performance of his duties as steward, nor shall any steward be discharged, placed on layoff or disciplined until notice has been given to the business representative of the Union in writing.
Stewards, upon receiving permission from the immediate supervisor, shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes. No employees or Union representatives shall leave work to investigate, file or process grievances without first informing their immediate supervisor or designee as well as the supervisor of any unit to be visited. Such permission shall not be unreasonably denied. Such arrangements shall not be denied in an arbitrary and capricious manner. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

**ARTICLE III, SECTION 3 UNION BULLETIN BOARD**

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene or defamatory in nature. All such notices shall be signed by an officer of the Union and approved by the Employer prior to posting.

**ARTICLE III, SECTION 4 NEW EMPLOYEE**

The Employer shall inform new employees covered by this Agreement that they are eligible for membership in the Union.

**ARTICLE III, SECTION 5 UNION ACCESS TO FACILITIES**

Upon prior notification twenty four (24) hours in advance when possible and not to disrupt operation through the Physical Plant Administrative Office or Human Resource Services Labor Relations Office, a representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit employees are employed under the terms of the Agreement and only for business associated with the terms of the Agreement.

**ARTICLE IV EMPLOYER RIGHTS**

The Union recognizes and supports the Employer’s retention to itself of all rights, powers, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State University Civil Service System Of Illinois or the rules governing the Board of Trustees or not including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

Any power or authority which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer through its management officials include, but are not limited to, the following:

1. Determine the overall budget of the Employer.
2. Determine control and exercise discretion over the organization and efficiency of operations;
3. Direct the employees including the right to assign work and overtime.
4. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer.
5. Suspend, demote, discharge, or take other disciplinary action against the employee for proper cause.
6. Increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons.
7. Set standards for service to the public.
Collective Bargaining Agreement between Chicago Regional Council of Carpenters Local Union 790 and the Board of Trustees of Northern Illinois University

8. Determine the locations, methods, means, and personnel by which operations are to be conducted.
9. Change or eliminate equipment or facilities.

ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE V, SECTION 1 PURPOSE OF GRIEVANCE PROCEDURE
The purpose of the grievance procedure is to secure at the lowest possible level a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and in a cooperative manner.

ARTICLE V, SECTION 2 GRIEVANCE DEFINITION
A grievance is defined as a dispute by an employee or the Union concerning provision(s) of this Agreement. Any grievance shall be in written form. The grievance shall refer to the specific provision of the collective bargaining Agreement alleged to have been violated. It shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service Statute and Rules, as well as the grievance procedure.

Grievants shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

ARTICLE V, SECTION 3 STEPS
It is agreed that the steward and or foreman and the affected employee(s) will first discuss problems within the unit and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure.

The following procedure shall be adhered to when pursuing a resolution of a dispute:

• **STEP 1:** If the matter is not resolved informally within the unit within five (5) working days after the grievant makes a complaint, the grievant and or the Union shall orally present the grievance to the Assistant Director of the Physical Plant or a representative of that department. The Assistant Director of the Physical Plant or a representative of the department shall provide an oral response within five (5) days after such presentation.

• **STEP 2:** If the problem is not solved to the satisfaction of the employee after Step #1, and the employee wishes to pursue the matter, the employee and or Union representative shall have five (5) working days from the date of the Step #1 response to file a written grievance. The written grievance shall be presented to the Director of the Physical Plant or designee. The Director of the Physical Plant or a designee shall respond in writing within ten (10) working days.

• **STEP 3:** If the grievance is not resolved to the satisfaction of the grievant by the Director of the Physical Plant, the same written grievance along with the Step #1 and Step #2 responses shall be presented by the employee and or Union to the Vice President of Human Resource Services and Compliance or designee within five (5) working days after the Step #2 response. The Vice President of Human Resource Services and Compliance or a designee
shall conduct a meeting on the grievance within ten (10) working days. The Associate Vice
President of Administration of Human Resources or designee shall respond in writing within
ten (10) working days after the meeting.

ARTICLE V, SECTION 4 ARBITRATION

- If a grievance is not resolved with the Step #3 response, the written grievance may be
  referred by the Union to arbitration by notifying the Vice President of Human Resource
  Services and Compliance in writing within five (5) working days after the receipt of the
grievance Step #3 response. The Vice President of Human Resource Services and
  Compliance or designee or the Union shall attempt to agree upon an arbitrator, but if
they are unable to do so within ten (10) working days of the written notice to arbitrate, the
parties shall jointly request Federal Mediation Conciliation Service (FMCS) to submit a
panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3)
arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator
who shall be notified of their selection.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be
submitted to the arbitrator. The Employer, employee or Union has the right to request the
arbitrator to require the presence of witnesses and or production of documents. Each party shall
bear the expense of its own witnesses who are not employees of the Employer. The employee
shall be allowed sufficient time with pay to attend the arbitration hearing. The expense and fees
of the arbitrator and associated costs of the arbitration shall be shared equally by the parties.
The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract
from any provision of this Agreement. The decision of the arbitrator with respect to arbitrability
and the disposition of the case shall be final and binding on the parties.

ARTICLE V, SECTION 5 WITHDRAWN GRIEVANCE

Grievances may be withdrawn at any step of the grievance procedure without prejudice.
Grievances not filed or appealed within the designated time limits shall be treated as withdrawn
grievances.

The time limits at any step or for any hearing may be extended in writing by mutual
Agreement of the parties involved at that particular step.

ARTICLE V, SECTION 6 DISCHARGE/DEMOOTION

If the Employer finds it necessary to initiate discharge or demotion proceedings against
an employee covered by this Agreement, both the Union and employee shall be notified of the
intent to discharge/demote. If during the processing of the discharge/demotion through the State
Universities Civil Service System process, the employee wishes to protest such action, a
grievance may be filed at Step #3 of the grievance system. The discharge/demotion proceeding
shall not be finalized until the Civil Service System requirements have been met and the
grievance, if one was filed, is responded to at Step #3, whichever is later. If a grievance is filed
the University’s response shall contain an outline of the options available to the employee with
respect to further pursuit of the matter. If the grievance is denied and the discharge/demotion
process is moved forward, the employee may:
1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.

2) Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall constitute a waiver of any rights which either the employee or the Union might otherwise have had to use the grievance procedure of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

ARTICLE VI NO STRIKE OR LOCKOUT

ARTICLE VI, SECTION 1 NO STRIKE, WORK STOPPAGES OR SLOWDOWNS

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages or slowdowns, or any other form of concerted job action during the term of this Agreement. No official or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

ARTICLE VI, SECTION 2 DISCIPLINE

The Employer has the right to discipline up to and including discharge, its employees for violating the provisions of this article in accordance with State Universities Civil Service System Statue and Rules.

ARTICLE VI, SECTION 3 NO LOCKOUT

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE VII LIMITATION OF AGREEMENT AND WAIVERS

ARTICLE VII, SECTION 1 RULES AND REGULATIONS

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees and Regulations of the State Universities Retirement Systems as they exist and or as they are from time to time amended.

ARTICLE VII, SECTION 2 PROVISIONS OF THIS AGREEMENT

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law or executive order of the president of the United States or the governor of Illinois or final adjudication by court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the
law, rule, regulation, order or decision. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE VIII BENEFITS

ARTICLE VIII, SECTION 1 BENEFIT TOPICS

The employees covered under this Agreement shall be entitled to the specific benefits identified for Non-Exempt Civil Service Staff in the Board of Trustees Governance Documents (Business Procedure Manual, Northern Illinois University Procedure 7-9, 7-10, 7-11, etc.) where not otherwise addressed or amended in this Agreement document.

These benefits topics include but are not limited to the following:

1. Vacation
2. Sick Leave
3. Workers Compensation
4. Holidays
5. Other Leaves of Absence
6. Educational Benefits
7. Transfer of Benefit Credits
8. Tax Deferred Compensation Plan
9. Retirement
10. Group Insurance
11. Unemployment Compensation
12. Transfer of Benefits
13. Tuition Contribution Program
14. Bereavement
15. Jury Duty
16. Military Leave

ARTICLE IX HOLIDAYS

ARTICLE IX, SECTION 1 DESIGNATION OF HOLIDAYS

The University observes eleven (11) holidays and, except in emergency situations or in order to maintain essential services, University facilities will be closed on these holidays and employees covered under this Agreement are not to report to work.

ARTICLE IX, SECTION 2 PAID HOLIDAYS

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays and the following holidays as recognized on the approved University calendar:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
Christmas Day

ARTICLE IX, SECTION 3. AND ANY AND ALL ADMINISTRATIVE AND INSTITUTIONAL CLOSURE DAYS AS MAY BE DECLARED BY THE ADMINISTRATION, RATE OF PAY FOR HOLIDAY WORK

In the event that work is required on any holiday, compensation will be at two (2) times the applicable rate of pay for all hours worked in addition to holiday pay required under ARTICLE IX, SECTION 2.

In the event that work is required on any floating holiday, compensation will be at straight time the applicable rate for all hours actually worked, in addition to any holiday pay required under Section 2 of this article.

In the event that work is required on any administrative or institutional closure day, compensation will be paid at the straight time rate of pay for all hours worked, in addition to any holiday pay required under Section 2 of this article.

ARTICLE X HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY

ARTICLE X, SECTION 1. COVERAGE

During the term of this Agreement health and life insurance benefits shall be provided to members of the bargaining unit covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971.

ARTICLE X, SECTION 2. RETIREMENT, DEATH AND DISABILITY

Retirement, death and disability benefits shall be provided to all employees in accordance with applicable Illinois revised statutes.

ARTICLE X, SECTION 3. RELATED OPTIONAL BENEFITS

Related optional benefits (e.g. U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees shall be available to employees covered by this Agreement in accordance with applicable Board and or University policies and guidelines.

ARTICLE X, SECTION 4. RETIREMENT

Should Northern Illinois University offer a Retirement Enhancement Plan during the term of the collective bargaining agreement along with new enrollment dates, it is understood that employees covered under this agreement who meet the qualifications and are granted early retirement under any Northern Illinois University Retirement Enhancement Plan will be eligible to participate in the plan under current regulations as established by the University and as may be amended from time to time. If approved and granted, additional payouts received by the employee will be regenerated by means of the University delaying filling the vacancy created within the bargaining unit for a period of time to cover the additional payout.
ARTICLE XI HOURS OF WORK, OVERTIME

ARTICLE XI, SECTION 1 WORKWEK, WORKDAY

Bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday with a one-half (.5) hour unpaid lunch period.

Eight (8) hours constitutes a workday, and forty (40) hours constitute a workweek.

Starting times may be changed up to two (2) hours by mutual Agreement of the Employer and the Union. Overtime will be paid on the basis of eight (8) hours per day and forty (40) hours per week.

Upon request by either party, alternative schedules may be discussed in the instance of a financial crisis or budgetary problem. Upon joint approval, hours of work may be altered or adjusted to avoid scheduled layoffs.

ARTICLE XI, SECTION 2 SECOND SHIFT WORK

Bargaining unit employees may be assigned to work the second (2nd) shift. The second (2nd) shift shall normally be scheduled to work eight (8) consecutive hours between the hours of 4:00 p.m. and 12:00 a.m. on Monday through Friday. Eight (8) hours constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Bargaining unit employees assigned to work the second shift shall be provided a half hour (1/2 hour) paid lunch period to be taken during their regularly scheduled eight (8) hour shift.

ARTICLE XI, SECTION 3 OVERTIME PAY

All overtime on Monday through Saturday shall be paid at one and one-half (1.5) times the regular straight-time rate of pay.

All other work performed on Sundays shall be paid at double the regular straight time rate of pay.

ARTICLE XI, SECTION 4 REST PERIODS

Employees are permitted a rest period not to exceed fifteen (15) minutes during the first half of their work shift, and fifteen (15) minutes during the second half of their work shift. The rest period is to be preceded and followed by an extended work period.

ARTICLE XI, SECTION 5 CALL BACK

When an employee is called to work for an unscheduled assignment outside of the regular workday when work has been completed and the employee has left the University, the employee shall be compensated for a minimum of two (2) hours of two and one half (2 ½) times the journeyman rate of pay for the first hour of work. After the first hour of work, all work performed shall be paid at the two (2) times the journeyman rate of pay.
ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION

ARTICLE XII, SECTION 1 OVERTIME DISTRIBUTION
Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this Agreement. All scheduled overtime noncontiguous to an employee’s regular shift or overtime scheduled on an employee’s regularly scheduled day off shall be scheduled for a minimum of four (4) hours at the applicable rate.

ARTICLE XII, SECTION 2 OVERTIME IN ACCORDANCE WITH SENIORITY
Overtime shall be in accordance with an equalized number of hours covering all employees as determined by the foreman or other administrator.
If all employees available to work the overtime hours decline the opportunity the Employer shall assign the overtime in reverse seniority order: The least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself.

ARTICLE XII, SECTION 3 EQUALIZING THE DISTRIBUTION OF OVERTIME
For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the foreman or the Director of the Physical Plant or his representative determine that the senior eligible employee is not fully qualified to perform the work.

ARTICLE XIII WORKING OUT OF TOWN

ARTICLE XIII, SECTION 1 PERSONAL VEHICLE/TRAVEL PAY
When employees are sent outside the jurisdiction covered by the Agreement, transportation expense will be paid by the Employer and room and board will be paid by the Employer if the employees are required to remain away from home overnight.
Such payment is restricted to those charges and amounts as authorized for payment in Travel Regulations for State Employees as published by the Illinois Travel Regulation Council. Employees will be compensated for such travel and out-of-town work in accordance with the provisions of the Fair Labor Standard Act as it pertains to government employees. Unless agreed to by the employee, bargaining unit members shall not be required to use their personal vehicles for travel outside the jurisdiction of this Agreement.

ARTICLE XIV CONTRACTING WORK

ARTICLE XIV, SECTION 1 SUBCONTRACTING/EXTRA HELP
The Employer will not subcontract work normally performed by bargaining unit employees nor employ “extra help” carpenters, as defined by the State Universities Civil Service System (SUCSS), if any bargaining unit employees are on layoff or any employees are on a
schedule less than the workweek defined herein. Per SUCSS, “extra help” carpenters do not accrue any seniority.

**ARTICLE XIV, SECTION 2 EXTRA HELP**

1. Both parties agree to the use of nonstatus “extra help” carpenters during periods of heavy workloads as determined by the Employer. All “extra help” carpenter positions shall be established and employed in accordance with the State Universities Civil Service System Statute and Rules. Extra help employees may be asked to work scheduled overtime when the work is created by a specific project which the extra help employee has been assigned as their primary duty or responsibility.

2. Such “extra help” carpenters shall be referred for employment from the appropriate craft hall with final approval for appointment residing solely with the Employer. As with status positions represented by this unit, salaries for these nonstatus employees shall be defined according to prevailing rate guidelines outlined in ARTICLE XXII, SECTION 1 of the Collective Bargaining Agreement. With respect to these nonstatus positions, the Employer retains all rights designated and implied by ARTICLE IV of the current Collective Bargaining Agreement including the right to determine the duration of appointment attached to each of these positions.

3. In accordance with University policy, “extra help” carpenters shall not receive any University benefit including, but not limited to, vacation, sick leave, holidays (unless required to work), administrative closures, educational benefits, tax deferred compensation plans, retirement, group insurance, tuition waiver/reimbursement, bereavement leave, military leave, and jury duty pay.

4. For each “extra help” carpenter employed, the Employer agrees to contribute the appropriate and stipulated Employer amount to the external pension, annuity, and health/welfare trust fund. These amounts shall be based on the total hours worked by each “extra help” carpenter or on the total accumulated hours worked by all “extra help” carpenters in this unit only. Hours worked by regular status employees represented by this unit shall not be used in the calculation of Employer contributions to these trust funds.

5. In accordance with State University Retirement System regulations, time served in this capacity as “extra help” shall not be eligible for accrual under that System since these employees actively continue to participate in external pension programs.

6. To the extent provided for in the specific Participation Agreement, the Employer agrees to administer participation and payment protocols in accord with the standards set forth.

7. Both parties acknowledge also that the content and administration of this section shall be in accordance and consistent with the rules and regulations of the State Universities Retirement System, State Universities Civil Service System, and all other applicable federal or state laws. Any provision that is declared inconsistent with applicable statutes shall be null and void.

8. It is understood that the addition of this section does not provide the Board of Trustees at Northern Illinois University the right to negotiate wages and
conditions of the external Collective Bargaining Agreement negotiated with area contractors.

ARTICLE XV LABOR MANAGEMENT CONFERENCES

ARTICLE XV, SECTION 1 LABOR/MANAGEMENT CONFERENCE

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer representatives.

Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meetings. Such meeting and locations shall be mutually agreed to before being held and the purpose of any such meeting shall include but not be limited to:

a) Discussing the implementation and general administration of this Agreement
b) Sharing general information of interest to the parties

ARTICLE XV, SECTION 2 EMPLOYEE ATTENDANCE

Two Employees from the NIU Carpentry Shop shall be provided paid release time from their regular work hours to attend and participate in all contract negotiations. However, the employee must give reasonable notice to the supervisor of the intended absence and the supervisor may grant such time consistent with the operating needs of the University.

ARTICLE XVI SENIORITY

ARTICLE XVI, SECTION 1 SENIORITY DEFINITION

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil System Statute and Rules.

ARTICLE XVI, SECTION 2 SENIORITY LISTS

The Employer will provide current seniority lists that will be revised annually showing each employee’s seniority and relative position.

ARTICLE XVI, SECTION 3 PARTIAL LAYOFFS

Nothing in this article shall prevent the Union and the Employer from mutually agreeing to a program of spreading the work within the bargaining unit in the event of a scheduled layoff of one (1) or more employees within the unit.

ARTICLE XVI, SECTION 4 LAYOFF AND RECALL

When making a reduction in the number of employees due to lack of work and when recalling employees the following procedures shall govern:

a) Probationary employees will be laid off first, then employees with the least seniority.

b) Recall of employees will be in order of seniority.
ARTICLE XVII POSTING OF JOB OPENINGS AND VACANCIES

ARTICLE XVII. SECTION 1. OPENINGS WITHIN THE BARGAINING UNIT

When job openings or vacancies occur within the bargaining unit or when new positions are created within the unit, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of three (3) calendar days prior to initiation of procedures to fill the job.

ARTICLE XVII. SECTION 2. OPENINGS OUTSIDE OF THE BARGAINING UNIT

Non-bargaining unit openings are posted in the campus Human Resource Services. Bargaining unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

ARTICLE XVII. SECTION 3. AWARDED OF POSTED JOBS

The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules.

ARTICLE XVIII EMPLOYER TOOL & MATERIAL RESPONSIBILITY

ARTICLE XVIII. SECTION 1. EMPLOYER'S TOOLS

The University shall provide employees with all power tools necessary to complete their assigned duties. The University shall replace personal broken tools where such damage is a direct result of the performance of assigned duties. All journeyman carpenters will have in their possession all necessary hand tools to complete all typical carpenter assignments as directed.

ARTICLE XIX SAFETY

ARTICLE XIX. SECTION 1. LAWS CONCERNING THE SAFETY OF EMPLOYEES

In order to have a safe place to work, the University agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement.

ARTICLE XIX. SECTION 2. SUITABLE PLACE TO EAT AND CHANGE CLOTHES

The Employer agrees to provide a suitable place to eat and change clothes. It shall be heated in the winter and large enough to accommodate employees and their tools.

ARTICLE XIX. SECTION 3. TRAINING

The Employer shall encourage additional training in the carpenter field and in accordance with current University policy.

The Employer will be responsible for training all employees on any carpentry systems installed in new or existing buildings at any Northern Illinois University facilities.
ARTICLE XX WORK JURISDICTION

ARTICLE XX, SECTION 1 WORK JURISDICTION

All carpenters work normally performed at all Northern Illinois University facilities within the jurisdiction of this Agreement shall be performed by employees covered by this Agreement.

The definition of carpenter work will conform to the jurisdiction given to the Chicago Regional Council of Carpenters Local Union No.790 by the American Federation of Labor and the Congress of Industrial Organizations, or as defined in the collective bargaining Agreement between the Chicago Regional Council of Carpenters Local Union 790 Rock Falls and the Independent Contractors of DeKalb, Sycamore and Rochelle under scope of work (See Addendum).

ARTICLE XX, SECTION 2 JURISDICTIONAL DISPUTES

In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned without any work stoppage and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute. The Employer will honor the resolution reached by the disputing unions to the extent permitted by law and the other provisions of this Agreement.

ARTICLE XX, SECTION 3 HANDLING OF TOOLS, MACHINERY, APPLIANCES AND ALL MATERIALS

The handling of tools machinery, appliances and all materials necessary in the performance of the work covered by this Agreement shall be done by the employees covered hereunder.

ARTICLE XXI PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

ARTICLE XXI, SECTION 1 PERIOD COVERED

This Agreement shall take effect upon ratification/approval of both parties and shall remain in effect through June 30, 2018, unless otherwise specifically provided for herein. It shall continue in effect from July 1 through June 30 of each year thereafter; unless either party gives the other written notice of the desire to re-open negotiations. Such notice is to be by certified mail no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of this Agreement.

ARTICLE XXI, SECTION 2 COMMENCEMENT OF NEGOTIATIONS

The party giving notice of a desire to modify this Agreement shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The party receiving said notice may propose additional changes in the Agreement in writing.
ARTICLE XXI, SECTION 3 MUTUAL CONSENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced in writing, state the effective date thereof, and be approved and executed in the same manner as this Agreement and submitted to the Chicago Regional Council of Carpenters and the Vice President of Human Resource Services and Compliance or designee at Northern Illinois University.

ARTICLE XXII WAGES

ARTICLE XXII, SECTION 1 HOURLY WAGES

Wage rates for bargaining unit members shall be defined as the prevailing rate of wages as certified by the Illinois Department of Labor for DeKalb County, Illinois for the classifications covered under this Agreement and administered in accordance with the State Universities Civil Service System Statute and Rules.

ARTICLE XXII, SECTION 2 EFFECTIVE DATE OF WAGES

All wages stipulated in this collective bargaining Agreement become effective at 12:01 a.m. on the dates specified.

ARTICLE XXII, SECTION 3 FOREMAN REQUIREMENTS

One Foreman shall not supervise more than ten (10) men. A second foreman will be added when eleven (11) carpenters, excluding foreman, are employed. If twenty-one (21) or more carpenters, excluding foreman, are employed a third foreman will be assigned.

ARTICLE XXII, SECTION 4 SUBSTITUTE FOREMAN

Should a foreman be absent, the senior foreman shall designate a carpenter who is permanently employed at the Northern Illinois University Carpenter Shop and who has successfully passed the foreman's test to assume the duties of the absent foreman. This is not a permanent assignment, and should be shared equally among those qualified on a rotating basis. The substitute foreman shall be paid prevailing carpenter foreman wage rate. The substitute foreman shall receive the substitute foreman rate of pay only while he has been appointed by the senior foreman to assume the duties of an absent foreman.

ARTICLE XXII, SECTION 5 EMERGENCY REASSIGNMENT

Employees, in any emergency situation, may be temporarily assigned to duties outside their current classification on a voluntary basis. In the event the Employer does not get enough Volunteers, they may go in reverse seniority to fill the vacancies of manpower needed. Should the classification carry a higher rate of compensation, the higher rate of compensation shall be paid for all work performed for the entire period of the assignment. Their assignment will not reduce the Employees wages.
ARTICLE XXIII DUES DEDUCTION AND FAIR SHARE

ARTICLE XXIII, SECTION 1 UNION DUES DEDUCTION

Upon receipt of written and signed authorization card from an employee the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein and shall remit such deductions monthly to the financial secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues or Fair Share Fees in writing at least six (6) months prior to its effective date. Union dues as currently determined by the Chicago Regional Council Executive Board.

ARTICLE XXIII, SECTION 2 AUTHORIZATION FOR CHECKOFF OF UNION DUES

Upon receipt of written authorization from an employee, the Employer agrees to deduct from wages any dues or assessments in the amount lawfully required by the Regional Council and also to submit such dues or assessments to the Chicago Regional Council.

Employees may only revoke this authorization by providing written notice to the Employer.

ARTICLE XXIII, SECTION 3 INDEMNIFICATION

The Union agrees to hold harmless and indemnify the University against liability resulting from the process of dues and or fees collection from employees and subsequent transfer to the Union.

ARTICLE XXIII, SECTION 4 FAIR SHARE PAYMENTS

Pursuant to Section 1711 of the IRS, Chapter 48, Section 1701 et seq. (Illinois Educational Labor Relations Act), the parties agree that as of the date of the signing hereof if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Article 23, Section 1, or if the Union otherwise demonstrates and verifies to the Employer’s satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, then non-Union members employed in the unit who choose not to become members within thirty (30) calendar days of employment or thirty (30) days of the signing hereof shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee’s paycheck or paid to the Local Union as required of the members of this bargaining Agreement. Such involuntary deduction shall remain in effect for the duration of this Agreement unless said amount is changed by action of the Chicago Regional Council Local Union 790. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Article 23, Section 1 of the article.

ARTICLE XXIII, SECTION 5 FAIR SHARE FEES

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the Chicago Regional Council of Carpenters Local Union No. 790 which deal with Fair Share Fees. The Act and these Rules are
incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rule.

ARTICLE XXIII, SECTION 6. FAIR SHARE INVOLUNTARY CONTRIBUTION

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Article 24, Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For the purpose, the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this section.

ARTICLE XXIII, SECTION 7. CHARGES

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability including attorney’s fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of the article and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

ARTICLE XXIII, SECTION 8. EMPLOYER TAKING ACTION TO COLLECT ANY FAIR SHARE FEE

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

ARTICLE XXIII, SECTION 9. LAPSE IN RULES

In the event that the Chicago Regional Council of Carpenters Local Union No. 790 Rules referred to in Article 23, Section 5 of the article lapse or become inoperative for any reason, then the parties hereto agree that this article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

ARTICLE XXIV AMERICANS WITH DISABILITIES ACT

ARTICLE XXIV, SECTION 1. COMPLIANCE

The Employer agrees to notify the Union when accommodations are required within the bargaining unit with respect to federal legislation summarized under the Americans With Disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of accommodation as would be affected by the provisions of the collective bargaining Agreement and the Illinois Educational Labor Relations Act.
IN WITNESS WHEREOF:

The parties hereto have executed this Agreement by their duly authorized officers and representatives this 5th day of December, 2013.

CHICAGO REGIONAL COUNCIL OF CARPENTERS LOCAL UNION NO. 790
AND NORTHERN ILLINOIS UNIVERSITY
CARPENTER SHOP

Frank Libby
President/Executive Secretary-Treasurer

Jeffrey Isaacs
First Vice President

NORTHERN ILLINOIS UNIVERSITY

Steven D Cunningham
Designee for the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

Jesse Perez
Director, Labor Relations
Chief Negotiator