

**Collective Bargaining Agreement Between
The International Union of Operating Engineers**

Local 150 (Route Drivers)

and

**Northern Illinois University
DeKalb, IL.**

July 1, 2019 through June 30, 2020

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Northern Illinois University, Illinois (hereinafter referred to as "NIU" or "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I: RECOGNITION

Section 1.1: Recognition

Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0014-C:

****INCLUDED:** Route Driver employees in the Materials Management Department of NIU's DeKalb Campus

****EXCLUDED:** All superintendents, managers, and exempt employees as defined by the Act.

Section 1.2: New Classifications

In the event the Union seeks to add a position classification to the bargaining unit, which may be appropriate to the bargaining unit, the parties agree to meet and discuss the inclusion of the position classification. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

ARTICLE II: UNION & MANAGEMENT RIGHTS

Section 2.1: Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this agreement. The Union shall not engage in Union activities on Employer time or its property which will interfere with employees' assignments or duties.

Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of Employers' working schedule. Such agents shall notify the Vice President of Human Resource Services and Compliance, or designee, or the Director of Materials Management or their designees prior to coming on campus.

Section 2.1a: Union Rights

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours, and terms and conditions of employment.

Section 2.2: Time Off for Union Activities

Union stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, subject to the operating needs of the Employer and with prior supervisory approval. If the absence is granted, the employee must utilize accumulated vacation or time off without pay in order to take such time off.

Section 2.3: Union Bulletin Boards

The Employer agrees to provide space on a bulletin board in a common work area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections and appointments, results of Union elections, recreational, social, and educational programs. All posted notices shall be signed by a Union representative (i.e., steward, business agent).

Section 2.4: Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the expressed 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:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of

operations;

- Direct the employees, including the right to assign work and overtime;
- Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- Suspend, demote, discharge, or take disciplinary action against the employees for just cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Set standards for services to the public;
- Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- Change or eliminate existing methods, equipment, or facilities.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

Section 2.5: Parking Permit Rates

All parties recognize that the parking permit rate is set by the Employer.

ARTICLE III: UNION DUES/FAIR SHARE CHECK OFF

Section 3.1: Deductions

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees
- (B) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Employer shall not be under any obligation to make any deductions for dues if any bargaining unit members' pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of

authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 3.2: Fair Share

Pursuant to the Illinois Educational Labor Relations Act and amendments thereto, employees covered by the article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms, and conditions of employment.

The proportionate fair share payment shall be deducted by NIU from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by NIU with a listing of the employee, social security number, address, and the individual employee deduction(s), along with deductions remitted pursuant to this article.

The Union shall certify to the Employer the fair share amount to be deducted pursuant to the provisions of this article. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate fair share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate fair share fee, or 30 days after the date of original employment for a new employee, whichever is later.

Section 3.3: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4: Hold Harmless

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents, or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and fair share fees established by the Union and communicated to the Employer in compliance with this article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for dues and fair share fees once such monies have been remitted to the official designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received

pursuant to this article, which are in excess of the amount of dues or fair share fees that the Employer has agreed to deduct.

ARTICLE IV: HOURS OF WORK AND OVERTIME

Section 4.1: Workday and Workweek

Par. 1 Seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours in five (5) consecutive days shall constitute a normal week's work. Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour. The established work week is Monday through Sunday.

Par. 2 Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work seven and one-half (7.5) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m., or 8:00 a.m. and 4:30 p.m. Monday through Friday. Thereafter, at the Employers' discretion, employees who are hired after the ratification of this agreement may be assigned start times and work schedules other than those listed above.

Par. 3 Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Par. 4. In the event that the university implements a four day work week during the summer break, both parties agree to the tenets of the most recent MOU (as identified in appendix 1).

Section 4.2: Lunch/Rest Period

Par. 1 It is the practice of the University to permit two 15-minute rest periods per day to any full time hourly employee, one during the first half of the work schedule and one during the second half of the work schedule. The rest period is not a guaranteed right, but a privilege which is granted for the employee's well-being.

Par. 2 The rest period is to be scheduled by the supervisor and is to be preceded by and followed by an extended work period. There are no provisions for the accumulation of rest periods to be taken as late arrivals, early departures, or time off in some other way. Employees are requested to make every effort not to abuse this privilege. Repetitive employee violations of this privilege may result in disciplinary action.

Par. 3 Scheduled unpaid lunch periods on any shift should be a minimum of 30 minutes and not exceed one hour. Lunch periods are specified under the Fair Labor Standards Act if an employee is scheduled to work seven and one-half hours or more on a consecutive basis.

Section 4.4: Overtime Compensation

Par. 1 Time and one-half shall be paid for hours worked over seven and one-half (7 ½) in one (1) day, or over thirty-seven and one-half (37 ½) hours in pay status in any work week. Paid benefit time does not count as hours of work toward accumulation of overtime on a daily basis.

Par. 2 The Employer agrees to pay double-time for all hours worked on the employee's second regularly scheduled day off provided the employee does not refuse work offered on the employee's first regularly scheduled day off in the same work week.

Section 4.5: Overtime Distribution

The Employer shall distribute overtime based on seniority. The Employer shall maintain an overtime rotation list based on seniority. The Employer shall ask the most senior employee if he/she wants to work overtime (this person should be at the top of the overtime list). If he/she declines, then the second most senior employee will have the opportunity to work the overtime assignment, etc. Anyone declining an overtime assignment shall be placed at the bottom of the overtime rotation list. However, regardless of the rotation described herein, during the winter shutdown period, overtime shall be offered by seniority – the most senior bargaining unit shall be offered overtime first. Non-bargaining unit employees shall not receive overtime unless all bargaining unit members have declined the overtime assignment. The Employer shall maintain a current rotation list which shall be posted on the bulletin board.

Section 4.6: Scheduled Overtime

Overtime shall be scheduled forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime. Scheduled overtime shall be a minimum of three (3) hours in duration unless the scheduled overtime precedes the employees scheduled shift in which case the minimum shall be two (2) hours. Overtime that continuously follows employees scheduled work shift shall be paid for actual hours worked. If after all employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in reverse seniority order until all overtime assignments have been filled.

Section 4.7: Call Back

A "call back" is defined as an unscheduled assignment of work given to an employee who has left the worksite. Callbacks shall be compensated at the appropriate rate of pay for all hours worked on callback. Employees shall be compensated for a minimum of three (3) hours for call back assignments. Any scheduled overtime hours shall not be considered a call back.

ARTICLE V: SENIORITY

Section 5.1: Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment as a Route Driver at NIU. The management will solicit interest, based on seniority, from current bargaining unit members when vacant positions become available within the classification.

Section 5.2: Breaks in Continuous Service

In accordance with State Universities Civil Service System Statute and Rules, an employee's continuous service record shall be broken by resignation, discharge for just cause, and retirement.

Section 5.3: Seniority List

Once each year, the Employer shall post a seniority list by January 31 of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have 10 business days to accept the seniority list and bring any concerns to the Employer's attention. The Employer will not be held responsible for any concerns that are brought to its attention after 10 business days.

Section 5.4: Probationary Employees

New employees shall serve a probationary period consistent with State Universities Civil Service System Statute and Rules (currently six (6) months). The University will provide the Union a copy of the orientation letter whenever a new employee is hired.

ARTICLE VI: LAYOFF AND RECALL

Section 6.1: Definition and Notice

A layoff is a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

Section 6.2: General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Distribution Services department shall be terminated. For the purpose of this Section, students are not considered extra help.

Section 6.3: Recall of Laid off Employees

The names of laid-off employees shall be placed on the restoral or re-employment register for their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

ARTICLE VII: DISCIPLINARY PROCEDURES

Section 7.1: Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that discipline shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps:

- (A) Oral warning with documentation of such filed in the employees' personnel file, with a copy sent to the Union office.
- (B) Written reprimand with copy of such maintained in the employees' personnel file, with copy sent to Union office.

(C) Suspension without pay with documentation of such maintained in the employees' personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharge the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisors action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Discharge and Involuntary Demotion

The Employer shall notify the employee and Union of the intent to initiate an involuntary demotion or discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (13) working days prior to the commencement of the involuntary demotion or discharge procedures as required by the State Universities Civil Service System. Such notices shall satisfy the requirements of the collective bargaining agreement and shall not, in any manner, diminish the Employer's or the Employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3 of the grievance procedure.

State Universities Civil Service System procedures shall not commence until after the thirteen (13) working day period mentioned above has ended, or until a grievance filed on the basis of notice of demotion or intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of an involuntary demotion or discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e)(1) through (7).
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 waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining agreement with respect to said demotion or discharge.

3. Likewise, if the employee elects to follow the grievance procedures of this agreement, initiation of such action shall constitute a waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

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.

Section 7.2: Right to Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employees, the Employer shall inform the employee that disciplinary action may be taken. It is the employees' right and responsibility to request Union representation and to bring a Union representative to the meeting scheduled by the Employer.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 8.1: Grievance Defined

A grievance is defined as any claim of violation of this Agreement. For the purpose of this grievance procedure, business days are defined as Monday through Friday.

Section 8.2: Processing of Grievances

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all employees within the bargaining unit.

Section 8.3: Grievance Steps

STEP ONE: Immediate Supervisor

Attempts by the employee to resolve a grievance, with or without a union representative, must be submitted in writing to his or her immediate supervisor, within ten (10) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The immediate supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

STEP TWO: Director of Materials Management

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Director of Materials Management, or his/her designee, within ten (10) business days of the Step One response. The Director of Materials Management, or his/her designee, shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Director of Materials Management, or his/her designee, shall submit a written response within ten (10) business days of the conference.

STEP THREE: Vice President of Human Resource Services and Compliance

If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Vice President of Human Resource Services and Compliance, or designee, within ten (10) business days of the Step Two response. Grievances concerning discharge may be filed directly at Step Three within five (5) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

The Vice President of Human Resource Services and Compliance, or designee,, shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Vice President of Human Resource Services and Compliance, or designee,, shall submit a written response within ten (10) business days of the conference.

STEP FOUR: Arbitration or Civil Service

If the grievance is not settled at Step Three, the Union may present the grievance to the Vice President of Human Resource Services and Compliance, or designee,, for arbitration within ten (10) business days after receipt of the Step 3 response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate departmental personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time mutually agreeable to the parties and within fifteen (15) days of receipt of notice to arbitrate.

The scope of arbitration is limited to the terms of this agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the time limits defined in Step One. The arbitrator shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this Section, the decision of the arbitrators shall be final and binding on the parties.

SECTION 8.4: Grievance Forms

The written grievance required under this Article shall be on a form, which shall be provided by the Union. It shall contain a statement of the Grievants' complaint, the section(s) of this

Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement not to exceed a total of thirty (30) calendar days for the particular grievance.

SECTION 8.6: Union Steward

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to the Employer to identify those individuals.

ARTICLE IX: HOLIDAYS

Section 9.1: General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees guidelines as stated in the Board of Trustees Policies and Procedures.

Section 9.2: Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

Section 9.3: Holiday and Administrative Closure Pay

All bargaining unit members shall receive the paid holidays in accordance with University guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE X: VACATIONS AND PERSONAL LEAVE

Vacation accrual, vacation usage, vacation pay, sick leave accrual, and leave of absences, will be in accordance with university guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE XI: PENSION BENEFITS AT RETIREMENT

Employees shall receive retirement benefits in accordance with the State Universities Retirement System (SURS) rules and regulations.

ARTICLE XIII: EMPLOYEE TRAINING AND EDUCATION

Section 13.1: Compensation

The Employer agrees to compensate all bargaining unit employees their regular rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend.

If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

Section 13.2: Commercial Drivers License (CDL A)

The Employer agrees to reimburse the difference between the cost of a CDL A license and a class D driver's license for those employees whose positions require a CDL A. Employees with a current CDL A license at the time of ratification of this agreement and hired into the bargaining unit prior to 7/1/2008 must maintain their license throughout their employment in the classification. Individuals hired into the bargaining unit after 7/1/2008 must acquire an Illinois Class CDL A by the end of their six month probationary period and must maintain this license throughout their employment in the classification.

Section 13.3: Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

ARTICLE XIV: SAFETY

Section 14.1: Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 14.2: Safety

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

ARTICLE XV: LABOR-MANAGEMENT MEETINGS

Section 15.1: Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union and Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;

(C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 15.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

ARTICLE XVI: SUBCONTRACTING

The Department of Materials Management shall maintain its current practice of avoiding subcontracting out work performed by bargaining unit members. In emergency temporary situations, the department may subcontract work.

ARTICLE XVII: SUPERVISORY WORK AND TEMPORARY WORKERS

Par. 1 The Employer will maintain its current practice of hiring students and extra help as needed. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

Par. 2 In emergency or time-sensitive situations, supervisors may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, or in overtime situations where employees have declined the overtime assignment.

ARTICLE XVIII: DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification. Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner. Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

ARTICLE XIX: UNIFORMS AND EQUIPMENT

Section 20.1 Weather Accessories and Footwear Allowance

The employer shall maintain the current compliment of personal protective equipment. The employer will provide each bargaining unit member an allowance of up to \$100 total each fiscal year toward the purchase of footwear or weather accessories. Employees who exceed the maximum will be responsible for the difference. The employer retains the right to determine which purchase is acceptable for the workplace before issuing a reimbursement.

ARTICLE XXI: PERSONNEL RECORDS

Section 21.1: Personnel Records

In accordance with Human Resources Services and University policy and procedures, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

Section 21.2: Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personnel records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be borne by the employee.

ARTICLE XXII: NON-DISCRIMINATION

Section 22.1: Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 22.2: Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue action through the Illinois Educational Labor Relations Board.

ARTICLE XXIII: NO STRIKE/NO LOCKOUT

Section 23.1: No Strike

During the term of this agreement or any extension thereof, neither the Union nor any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 23.2: No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XXIV: WAGES

Section 24.1: Salary Increases in Succeeding Years

Par. 1 For FY2020, the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed on an across-the-board basis to eligible employee in the bargaining unit. In the event that the University Salary Increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution for **FY2020**.

The Employer retains the right to adjust the base rate of pay, which shall not exceed the rate paid to employees currently in the bargaining unit.

SECTION 24.2: Advancement

Par. 1 Employees will move up to the next step in the salary plan after serving the number of years indicated for that classification. Salary increments will be effective at the beginning of the pay period in which the employee's anniversary date falls (i.e. Employee's start date = July 9th, then his/her salary increment will be effective July 1st; Employee's start date = July 22nd, then his/her salary increment will be effective July 16th).

Par. 2 The step plan shall apply to the following years of service in the Route Drivers classification in the Department of Materials Management:

- (A) \$12.42 base rate
- (B) \$16.58 three years
- (C) \$17.56 five years
- (D) \$19.90 seven years
- (E) \$22.32 ten+ years

ARTICLE XXV: EXISTING BENEFITS

CMS Benefits Program and Board of Trustees Provisions will be in accordance with university guidelines as stated in the Board of Trustees Policies and Procedures.

ARTICLE XXVI: MEDIATION

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

ARTICLE XXVII: **SAVINGS CLAUSE**

This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law; as such may be amended from time to time;
3. Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;
4. Policies, procedures and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVIII: **DURATION**

This Agreement shall be effective as of 12:01 a.m. the first day of July, 2019, and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2020, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Northern Illinois University

IUOE, Local 150

Jesse Perez, Ed.D
Chief Negotiator
Director of Labor Relations

James M. Sweeney
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