

The Board of Trustees of Northern Illinois University
DeKalb, IL.
and
Teamsters Local 330
An Affiliate of the International Brotherhood of Teamsters

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

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PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

AGREEMENT

This Agreement is made and entered into between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter called the "Employer," and TEAMSTERS Local Union No. 330, hereinafter called the "UNION."

ARTICLE 1 RECOGNITION - MEMBERSHIP

Par. 1 The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the following position classifications:

Automotive Technician
Motor Vehicle Operator/Mechanic

Par. 2 In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. 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.

Par. 3 The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Par. 4 This agreement is authorized by the Illinois Educational Labor Relations Act (IL. Rev. Stat., Ch. 48, Par, 1701 et seq.)

ARTICLE 2 NON DISCRIMINATION

Par. 1 In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of handicapped, physical or mental condition, race, creed, color, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era.

Par. 2 The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Director of Transportation Services or designee.

Par. 3 The Employer will not discriminate against any member, steward, or officer of the Union including those who are participating in negotiations, adjustment of grievances or the performance of committee work which is in the interest of the Union and its members.

ARTICLE 3 MANAGEMENT RIGHTS

Par. 1 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 express provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials include, but is not limited to, the following:

- a) determine the overall budget of the employer;
- b) determine control and exercise discretion over the organization and efficiency of operations;
- c) direct the employees, including the right to assign work;
- d) hire, examine, promote, train and schedule employees in positions with the employer;
- e) suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- f) increase, reduce, change, modify or alter the composition and size of the workforce with proper notification to the local union;
- g) set standards for services to the public;
- h) change or eliminate existing methods, equipment or facilities;
- i) determine the purpose of each of its service areas;
- j) determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased.

Par. 2 Employee personnel files will be handled in accordance with campus wide university policies and procedures. Verbal and written warnings will be removed from consideration for progressive discipline after 12 months has passed and no other corrective action has occurred. Employees may review their official personnel file by appointment with Human Resource Services.

ARTICLE 4 UNION SECURITY/CHECK OFF

Par. 1 When a new employee is hired, the Employer shall notify the Union at least five (5) working days prior to such employment, providing all relevant information in compliance with the Illinois Public Labor Relations Act, as amended, for the duration of the collective bargaining agreement. When a new employee is hired, the Employer shall contact the Union so that the Union may provide a Union Membership application/check off authorization form to such employee with instructions to fill out the application form and return it. Where laws require written authorization by the employee, same is to be furnished to the employer on the required form.

Par. 2 The Employer shall not discourage employees from becoming Union Members or authorizing dues deductions, and shall not otherwise interfere with the relationship between employees and their exclusive bargaining unit representative. The Employer shall refer all inquiries about Union membership to the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union. The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union.

Par. 3 The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. The Union shall certify the current amount of Union deductions.

Par. 4 The amount of the above employee deductions shall be remitted to Teamsters Local 330 after the deduction is made by the Employer with a listing of each employee, social security number, and the individual employee deductions (s).

Par. 5 It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.

Par. 6 The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reasons of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

ARTICLE 5 ECONOMIC LOSS

Par. 1 Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement and shall be paid all increases in wages negotiated herein.

ARTICLE 6 DRUG TESTING

Par. 1 The University will comply with Federal regulations on Drug and Alcohol Testing. (49 CFR Sec. 382.101, et seq.)

Par. 2 The University will pay for any mandatory pre-employment, random, post-accident, and reasonable suspicion alcohol and drug testing, per the University's CDL Alcohol & Drug Testing Policy.

Par. 3 The University will pay for any DOT Medical Certification(s) that may be required whether mandated through the university or state/federal laws. On a case by case basis, Management will determine if noncompliance will deem employee ineligible for employment or eligibility for light duty. Employees deemed noncompliant with DOT Medical Certification and approved for Workers Compensation by Employer due to work related injuries will not be determined ineligible for employment before rehabilitation opportunities have been determined, provided, and exhausted. Employer's Workers Compensation Policy will be govern employment eligibility. This paragraph does not apply to probationary employees.

ARTICLE 7 BULLETIN BOARDS

Par. 1 The Employer agrees to furnish bulletin board space adjacent to lockers in the shop 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 an officer of the Union.

ARTICLE 8 UNION ACTIVITY

Par. 1 Authorized representatives of the Union shall have access to the University's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement. The Union agrees not to unreasonably delay employees during working hours and provide twenty-four (24) hour notice prior to meeting with membership to the Director of Transportation, or designee. Management will allow the Union to make brief visits with notice less than twenty-four (24) hours for dispensation of information needed by the members (ie. Dues receipts, calendars, applications, etc.).

ARTICLE 9 NO STRIKE· NO LOCKOUT

Par. 1 During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the 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.

Par. 2 The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 10 SUBCONTRACTING

Par. 1 Bus trips may be contracted out when use of university vehicles is not appropriate as determined by the Director of Transportation, or designee.

Par. 2 The Transportation Manager, or other qualified university personnel (as determined by the management), shall be able to perform driving duties when all Motor Vehicle Operator/Mechanics are already working or are unavailable for duty. Management or other qualified personnel may perform driving duties when a written request is submitted by university administration.

Par. 3 Towing of vehicles, maintenance, and/or repairs may be subcontracted when the university does not have the equipment necessary to properly perform such service. The Garage Foreman will determine if the university possesses such equipment and if/when the service can be provided.

Par. 4 Maintenance or repairs may be subcontracted when Transportation Department personnel do not possess the knowledge and expertise necessary to properly perform said maintenance or repair. The Garage Foreman will determine if Transportation Department personnel possess said knowledge and expertise. Such work shall be performed by bargaining unit employees if such knowledge and expertise exist.

Par. 5 Employer may hire temporary employees (extra help and/or students) with the same required qualification, to assist with workload or classifications covered in this agreement. Such employment will be in accordance with State University Civil Service policies and procedures and will not displace a bargaining unit member. These employees will be paid at a rate in accordance to Article 14 of this agreement.

ARTICLE 11 SCHEDULING

Par. 1 The University shall make every reasonable attempt to give employees eight (8) hours off between work assignments. If an employee is required to work with less than eight (8) hours rest, the University agrees to pay time and one half for all hours short of the required eight (8) hours.

Par. 2 Schedules will be prepared each Monday for a period through the next fourteen (14) days. This schedule will be subject to change due to additional requests, cancelled requests, time

changes, illness, or employees requesting not to work. Employees requesting not to work once the schedule has been issued will be charged with overtime as appropriate.

Par. 3 Vacation requests will be granted by seniority when the request is made before two (2) months prior to the first day of the month of the requested vacation.

For vacation during January, request must be by November 1

February,	December 1
March,	January 1
April,	February 1
May,	March 1
June,	April 1
July,	May 1
August,	June 1
September,	July 1
October,	August 1
November,	September 1
December	October 1

Vacation requests made after a deadline, will be honored on a first come first served basis.

ARTICLE 12 SENIORITY

Par. 1 Seniority for purposes of this agreement shall be as defined in the "State Universities Civil Service System Statute and Rules."

ARTICLE 13 GRIEVANCE/ARBITRATION/DISCIPLINE

Par. 1 A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at step three (3) of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Par. 2 An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. An employee representative, other than an attorney, may be involved with the employee at any step within the grievance procedure.

Par. 3 The time limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Manager, Labor Relations. If at any step within the grievance procedure the Employer fails to respond within the time limits herein set forth, the grievant may appeal the grievance to the next step within five (5) working days.

Grievance Procedures

Par. 4 Step 1: Within seven (7) calendar days after the first occurrence, or within seven (7) calendar days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievant shall present the grievance, in writing, either in person or by email, to the immediate supervisor. The immediate supervisor shall provide a written response within seven (7) calendar days after such presentation (provided that university offices are open and shall be based on university operating calendar).

Par. 5 Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head either in person or via email within seven (7) calendar days of the immediate supervisor's written response. The department head shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The department head's response shall be reduced to writing within seven (7) calendar days following the meeting (provided that university offices are open. This shall be based on the university operating calendar).

Par. 6 Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted within ten (10) work days to the Vice President for Administration and Finance, or designee. The Vice President for Administration and Finance, or designee shall schedule a meeting with the grievant at a time mutually agreeable to the parties. The Vice President for Administration and Finance, or designee, shall issue a written response to the grievance within fifteen (15) calendar days of the meeting, unless the time frame is extended by mutual agreement.

Arbitration

Par. 7 If the grievance is not settled at Step 3 the Local Union Executive Board may present the grievance to the Vice President for Administration and Finance, or designee, for arbitration within ten (10) work days after receipt of the Vice President for Administration and Finance, or designee Step 3 response.

Par. 8 The arbitration panel shall be composed of one (1) representative appointed by the Vice President for Administration and Finance, or designee, one representative appointed by the Union and a third member chosen by two (2) from a list provided by the Federal Mediation Conciliation Service. The member chosen by the two (2) representatives shall serve as Chairman of the panel. A decision approved by any two (2) members of the panel shall be binding on the parties. The cost of services of the Chairman of the panel, court reporter, transcripts and all other costs incurred by the panel, except compensation of the two (2) original appointees, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

Par. 9 The scope of the 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 University Civil Service Statutes and Rules, matters relating to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators 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 arbitrators 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 date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission 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 for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

Discipline

Par. 10 The Employer subscribes to the tenets of progressive and corrective discipline and shall be imposed for just cause. Discipline shall be commensurate with the offense and is subject to the grievance procedure. Progressive corrective action for like or similar incidents include:

- a) Verbal Warning (documented)
- b) Written Reprimand
- c) Suspension without pay
- d) Discharge

For serious offenses, the department may elect to skip one or more steps of discipline.

Three categories of discipline shall be defined, but not limited to:

- 1) Attendance
- 2) Work Performance
- 3) Conduct

ARTICLE 14 WAGES

Par. 1 Salary Increase

The parties agree to the following range of rates for the period of July 1, 2015 through June 30, 2020:

\$17.94	Auto Tech
\$13.53	Motor Vehicle Operator Mechanic

A one percent across the board increase will be applied to individual bargaining unit members (not changing the above fixed rates) year four (4) and five (5) of cba (July 1, 2018, and July 1, 2019 respectively). The increase will be in addition to any campus wide incremental distribution that may be available during same time period. Pay changes will apply to current bargaining unit members at time of approval by NIU Board of Trustees and retroactive to July 1, 2015. These starting rates shall not affect the rates outlined in the MOU between Teamsters Local 330 and NIU Department of Transportation effective July 1, 2015.

Employees in the bargaining unit will receive an across the board increase of 3% effective July 1, 2020. The increase will be payable to current employees, for all hours worked, on the pay period following the approval of this agreement by the NIU Board of Trustees. Members that were laid off, specifically: Erick Koenig, Gerald Johnson, Bradford Smith, will also be eligible for the same increase upon returning to work. Newly hired employees are not eligible for the increase described in this paragraph.

Bargaining unit members are not eligible for campus wide increments (increases) that may occur from July 1, 2020 through June 30, 2021.

Par. 2 Shift Differential

Any employee, whose regular work schedule makes him/her eligible for payment of a shift differential during 60% or more of their hours in pay status, shall be paid that shift differential for all hours in pay status.

Par. 3 Wage Increases -Succeeding Years

Parties agree that the following language, regarding campus wide increases, is suspended for the

duration of this agreement. Future eligibility for campus wide increases are subject to bargaining following the expiration of this agreement.

For each of the succeeding fiscal years of this Agreement (FY16, FY17, FY18, FY19, FY20), 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 via the state appropriate process. These increases will be distributed on an across-the-board basis to eligible employees in the bargaining unit. In the event that the University Salary Increment Guidelines provide 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.

Campus wide increases will apply to individuals employed during time of distribution. Scheduled pay step increases will not be changed by campus wide increases.

ARTICLE 15 OVERTIME PREMIUMS

Par. 1 Time and one half for all hours worked over seven and one-half (7.5) in a work day.

Par. 2 Time and one half for all hours in pay status over thirty-seven and one-half (37.5) in the workweek.

Par. 3 Overtime for Motor Vehicle Operator Mechanics and Automotive Technicians shall be equalized separately by classifications, CDL and no CDL for technicians, time and one half and double time by year's end as much as practicable on a rotating basis (August 16th – August 15th annually). If overtime refused, employee will be charged the amount of hours of overtime being turned down. An employee when called in for or notified of overtime assignments must respond to the call/notification within 30 minutes, otherwise they will be charged with refusal of overtime. Management will not wait 30 minutes to contact the next employee on the list since matters can be of emergent nature. If all employees refuse the overtime, such assignment will be made on an inverse seniority basis. For Automotive Technicians, overtime accrued in a driving capacity will be equalized and maintained separately from general overtime.

Par. 4 Employees will not be charged for overtime when employee is on approved vacation, personal or illness leave, except when the request for leave is made after schedules are assigned.

Par. 5a In the case of scheduled weekend trips, an employee will receive pay for a minimum of four (4) hours. The employee must complete all tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive a minimum of four (4) hours pay for any scheduled weekend trip that is cancelled less than forty-eight (48) hours prior to the scheduled departure provided that the employee reports to and remains on duty for the four (4) hours.

Par. 5b An employee will receive a minimum of four (4) hours pay for work assigned on a regularly scheduled day off. The employee must complete tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive the minimum of four (4) hours pay for any work assigned that is cancelled less than forty-eight (48) hours prior to the work assigned pursuant to this paragraph provided that the employee reports to and remains on duty for four (4) hours.

Par. 6 Double time for all hours worked on the Sunday. For Motor Vehicle Operator/Mechanics, the all Sunday hours (12:00 a.m. through 11:59 p.m. CST) shall be paid double time.

Par. 7 Retirement Enhancement Plan --It is understood that members of Teamsters Local Union No. 330 who meet qualifications and are granted early retirement under a NIU 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.

ARTICLE 16 GUARANTEES/CALL BACK

Par. 1 An employee who is called back to work after completing a regular day's work shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the regular rate of pay. An employee called back on a scheduled day off shall receive a minimum of four (4) hours pay at the appropriate rate of pay.

ARTICLE 17 MEAL PERIOD

Par. 1 Lunch periods are to be taken between the start of the fourth hour and the end of the fifth hour, or as close as practicable due to schedule.

Par. 2 Automotive Technicians working the night shift (3:00 p.m. to 11:30 p.m.) shall be entitled to a one (1) hour meal period. Time and one half (1.5) shall be paid for this meal period if the employee is required to remain on site.

Par 3. Meals will be paid under regulations mandated by state and university policies.

ARTICLE 18 MECHANIC TOOL ALLOWANCE / TRAINING

Par. 1 University shall furnish, upgrade, and replace necessary tools. All tools will be kept in good working order. Condition, upgrading, and necessity of tools will be determined by the Employer, with input from the Motor Vehicle Operator/Mechanics and Automotive Technicians.

Par. 2 The University will cover all costs for the training and education of Motor Vehicle Operator/Mechanic and Automotive Technicians as required and approved by the Employer associated with the upkeep and maintenance of the fleet, and employees shall be paid at the regular hourly rate of pay for such.

ARTICLE 19 UNIFORMS

Par. 1 University will supply eleven (11) uniforms year round.

Par. 2 One (1) winter jacket, size extra-large, will be provided in the shop for use by the Automotive Technicians.

Par. 3. Employees agree to wear uniforms issued by employer when performing work duties, while in shop, or as appropriate as determined by Management.

Par. 3 ID cards will be replaced at no cost if it becomes worn out (old ID must be turned in). Cost of replacing lost ID cards will be the responsibility of employee.

ARTICLE 20 BENEFITS

Par. 1 Employee benefits shall be granted in accordance with Board of Trustees Regulations. The implementation of the benefits shall be subject to the grievance procedure.

Par. 2 In accordance with university policy, employees required to work on Board or University designated holidays or administrative closure days, including weather closure days, will receive the regular rate of pay for the holiday or administrative closure day (7.5 hours). Additionally, the employees will receive one and one-half (1.5) times the regular rate of pay for all hours worked. Employees' regular working schedules will determine holiday employment.

ARTICLE 21 STARTING TIMES

Par. 1 Starting times for Automotive Technicians and Motor Vehicle Operator/Mechanics shall be based on schedule needs. Motor Vehicle Operator Mechanics reporting time may be based on thirty (30) minutes prior to scheduled departure times.

Par. 2 The regular work schedule for all Motor Vehicle Operator/Mechanics hired prior to July 1, 2010 shall be Monday-Friday. Any Motor Vehicle Operator/Mechanic hired after July 1, 2010

shall be scheduled either Monday through Friday or Tuesday through Saturday (ie regular work schedule will not include Sundays). Any work on a sixth or seventh day shall be compensated in accordance with the provisions of this contract.

Par. 3 On Mondays, or a Tuesday following a Monday Holiday, a Motor Vehicle Operator/Mechanic can be scheduled to work 6:00 a.m.-2:30 p.m. to clear university vehicles from the overnight return parking lot. This assignment will be made on a rotational basis, using inverse seniority.

Par. 4 Starting times for Motor Vehicle Operator/Mechanics, when a Motor Vehicle Operator/Mechanics is not assigned a trip, shall be 8:00 a.m. – 4:30 p.m. Shifts will be either Monday through Friday or Tuesday through Saturday with Saturday being 7:00 a.m. – 3:30 p.m.

Par. 5 Motor Vehicle Operator/Mechanics can be scheduled to fill in for Automotive Technicians when they are absent, in cases of illness or vacation. The regular shifts for the Automotive Technicians will be as follows:

Schedule A 6:00 a.m. until 2:30 p.m., Monday through Friday
Lunch 11:00 a.m. to Noon

Schedule B 3:00 p.m. until 11:30 p.m., Monday through Friday
Meal period: see Article 17, Par 2

Schedule C 7:00 a.m. until 3:30 p.m., Tuesday through Friday
7:00 a.m. until 3:30 p.m., Saturday
Lunch, Noon until 1:00 p.m.

Par. 6 If an additional Automotive Technician is employed or a current Automotive Technician position becomes vacant, all current employees will be afforded an opportunity to bid on the schedule attached to the vacant position if the position is to be filled, by seniority.

ARTICLE 22 HEALTH & SAFETY

Par. 1 The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices which will result in safe working conditions.

Par. 2 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.

Par. 3 An employee shall immediately report any unsafe working condition or work practice to the immediate supervisor.

Par. 4 The Employer shall not require employees to work in unsafe and unhealthful environments.

Par. 5 The University and Local 330 agree to require physical examinations and qualifications for drivers. NIU Transportation Services will issue a regulation citing a benchmark for such physical examinations. The University will pay for such examinations at a medical facility of its choosing. A yearly copy of the driving record, as supplied by the Secretary of State's Office, and a certified copy of any routine physical examinations required by departmental regulations shall be provided by all employees.

Par. 6 On travel where overnight lodging is required, an employee shall not be required to share a hotel room.

Par. 7 Transportation will provide locks for locking the cargo bays of the buses. Driver is responsible for locking buses and cargo bays.

Par. 8 The Union and the University agree that issues regarding the operation of air conditioning equipment may fall within provision of unhealthful working conditions. It will be the Union's responsibility to notify (through documented notification) and work with management to prevent and/or eliminate such unsafe and/or unhealthful conditions.

ARTICLE 23 PARKING AND TRAFFIC CITATIONS

Par 1. Drivers of University vehicles are responsible for any parking citations and traffic citations. Drivers are instructed to follow all parking and traffic rules and regulations. Employees may submit requests for citations to be appealed by the Director of Transportation if citation was received due to a management directive.

Par 2. All accident, moving violations, etc., whether occurring on or off duty, shall be reported to the Director of Transportation or designee prior to the next scheduled shift and/or trip.

ARTICLE 24 TERMINATION

Par. 1 This Agreement is effective 12:01 a.m. July 1, 2020 and expires on 11:59 p.m. June 30, 2021. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. No earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

ARTICLE 25 LIMITATIONS

Par. 1 This Agreement shall not supersede:

- a. Applicable Federal and State laws as such laws may become amended from time to time;
- b. Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- c. Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time;
- d. Policies, procedures and provisions of employment as established by Board of Trustees for Northern Illinois University as such may be amended from time to time.

Par. 2 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 the employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of the Agreement.

Par. 3 Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

NORTHERN ILLINOIS UNIVERSITY

TEAMSTERS LOCAL 330

Signature omitted on online version

Signature omitted on online version

Vernese Edghill-Walden, Ph.D. Date
Vice President for Academic Diversity,
Equity and Inclusion and Interim Chief
Human Resources Officer

Dominic Romanazzi Date
President

Signature omitted on online version

Jesse Perez, EdD Date
Chief Negotiator