

AGREEMENT

BY AND BETWEEN

*LOCAL UNION #364
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS,
AFL-CIO*

AND

*THE BOARD OF TRUSTEES
NORTHERN ILLINOIS UNIVERSITY*

JULY 1, 2013 TO 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 for and on behalf of Northern Illinois University at DeKalb, Illinois (hereinafter referred to as the "Employer") and the International Brotherhood of Electrical Workers, Local Number 364, AFL-CIO (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

Section 1.01

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters established and pertaining to wages, hours, scope of work, terms and conditions of employment for employees in the classification of Electrician, Electrical and Electronic Instruments and Controls Mechanic, and Electrician Foreman at Northern Illinois University at DeKalb, Illinois, as provided for in Illinois Revised Statutes, Chapter 48, page 170 I, et seq., certified by the Illinois Educational Labor Relations Board on March 18, 1991 (Case Number: 91-RC-0016-C), and such other classifications as may be added by agreement of the Employer and the Union.

ARTICLE II CHECK-OFF OF UNION DUES

Section 2.01

The Employer agrees to deduct Union dues from the pay of those employees who individually request it. Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and the procedures of the Employer and shall be remitted monthly to the Union in accordance with the current procedures, and at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any revision in dues in writing at least thirty (30) days prior to its effective date.

Section 2.02

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

ARTICLE III NON-DISCRIMINATION

Section 3.0 | Prohibition Against Discrimination

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

Section 3.02 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 Union and its members.

ARTICLE IV UNION RIGHTS

Section 4.0 | Activity During Working Hours

With supervisory permission, which shall not unreasonably be withheld and subject to operating needs, 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.

Section 4.02 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 Manager 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 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.

Section 4.03 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.

Section 4.04 New Employees

The Employer shall inform new employees covered by this agreement that they are eligible for membership in the Union and of the Fair Share provisions contained herein.

Section 4.05 Union Access to Facilities

A representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit workers are employed under the terms of this Agreement and only for business associated with the terms of this Agreement.

ARTICLE V EMPLOYER RIGHTS

Section 5.01 The Employer

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by either Jaw or the rules governing the State Universities Civil Service System of Illinois or the rules governing the Board of Trustees for Northern Illinois University, whether exercised 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:

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 other disciplinary action against the employees for proper cause;

Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons;

Set standards for service to the public;

Determine the locations, methods, means, and personnel by which operations are to be conducted;

Change or eliminate equipment or facilities.

ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.01 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.

Section 6.02 Definition

A grievance is defined as a dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this Agreement. Any grievance shall be filed on a form prescribed by the Employer and agreed to by the Union. 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.

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

Section 6.03 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.

- **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 Director of the Physical Plant or a representative of

the department. The 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 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 Administration and Human Resources or designee within five (5) working days after the Step #2 response. The Vice President of Administration and Human Resources or designee shall conduct a meeting on the grievance within ten (10) working days. The Vice President of Administration and Human Resources or designee shall respond in writing within ten (10) working days after the meeting.

Section 6.04 Arbitration

If the 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 Administration and Human Resources in writing within five (5) working days after the receipt of the grievance Step #3 response. The Vice President of Administration and Human Resources or designee and/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 a mutually acceptable arbitration service 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 by a joint letter from both parties requesting a date and time for the hearing to be established based on the reasonable availability of the parties.

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.

Section 6.05 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.

Section 6.06 Discharge/Demotion

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 tiled 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 VII NO STRIKE OR LOCKOUT

Section 7.01

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.

Section 7.02

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 Statute and Rules.

Section 7.03

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

ARTICLE VIII LIMITATION OF AGREEMENT AND WAIVERS

Section 8.01

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 of Northern Illinois University and Regulations of the State Universities Retirement systems, as they exist and/or as they are from time to time amended. A copy of such is to be placed in the common employee eating area.

Section 8.02

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 IX BENEFITS

Section 9.01

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 benefit 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. Cmnt Required Service
16. Military Leave

Section 9.01 (a) Retirement Enhancement Plan

Should the Northern Illinois University Retirement Enhancement Plan as offered in 1993 be reoffered during the term of the collective bargaining agreement along with new enrollment dates, it is understood that members of Electricians Local 364 who meet qualifications and are granted early retirement under the N.I.U. 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.

All provisions of the SURS retirement program, as currently in effect or amended, shall apply to members of the bargaining unit in accordance with SURS policies pertaining to employee contributions, eligibility, and benefits.

Section 9.01(b) ADA Procedures

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.

The immediate supervisor will discuss the physical demand analysis worksheet with the employee before requiring the employee to sign the document. Signing the document does not imply the employee's agreement to the contents therein.

ARTICLE X HOLIDAYS

Section 10.0 Designation of Holidays

The University observes eleven 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.

Section 10.02 Paid Holidays

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four floating holidays and New Years Day (January 1st), Martin Luther King Jr. Day (third Monday in January), Memorial Day (as observed by Illinois law), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25th) and any and all Administrative closure days as may be declared by the Administration.

Section 10.03 Rate of Pay for Holiday Work

In the event that work is required on any unpaid holiday, compensation will be at two (2) times the applicable rate of pay for all hours worked.

In the event that work is required on any paid holiday, compensation will be at two (2) times the applicable rate of pay 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 Closure Day, compensation will be at two (2) times the applicable rate of pay for all hours worked, in addition to any holiday pay required under Section 2 of this Article.

ARTICLE XI HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY

Section 11.01

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 as administered by Central Management Services.

Section 11.02

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

Section 11.03 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 XII HOURS OF WORK, OVERTIME

Section 12.01 Work Week/Work Day

Bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30a.m. and 4:00p.m. on Monday through Friday with a one-half (1/2) hour unpaid lunch period. 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.

Section 12.02

A. Bargaining unit employees may be assigned to work the second shift. The second 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.

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

Section 12.03

All overtime on Monday through Friday and all work on Saturday shall be paid at one and one-half times (1 1/2 X) the regular straight-time rate of pay. All other work performed on Sundays or holidays or days celebrated as such shall be paid at double (2 X) the regular straight time rate of

pay.

Section 12.04 Rest Periods

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

Section 12.05 Call in Pay

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 at double (2X) the journeyman rate of pay for a minimum of three (3) hours.

Section 12.06 High Duty Hazardous Pay

Jobs which require bargaining unit employees to work at heights in excess of (40) feet, which are accessible by an aerial lift, will receive a \$2.00 per hour differential for all such time spent with a minimum of one (1) hour.

Section 12.07 High Voltage Hazard Pay

Jobs which require bargaining unit employees to work on energized equipment of 4160 volts or greater shall receive

\$2.00 per hour differential for all such time spent with a minimum of one (1) hour.

ARTICLE XIII WORKING OUT OF TOWN

Section 13.01 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. No employee shall be required to furnish their own vehicle unless they consents thereto.

ARTICLE XIV CONTRACTING WORK

Section 14.01 Sub-contracting/Supplemental Labor

The Employer will not subcontract work normally performed by bargaining unit employees, nor employ supplemental labor if any bargaining unit employees are on layoff or any employees are on a schedule less than the work week defined herein.

Section 14.02 Extra-Help

1. Both parties agree to the use of non-status "extra help" craft employees during periods of heavy workloads as determined by the Employer. All "extra help" positions shall be established and employed in accordance with the State Universities Civil Service System Statute and Rules.

2. Such "extra help" employees 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 non-status employees shall be defined according to prevailing rate guidelines outlined in Article XXIII of the Collective Bargaining Agreement. With respect to these non-status positions, the Employer retains all rights designated and implied by Article V of the 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" craft employees 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" position employed, the Employer agrees to contribute the appropriate and stipulated Employer amount to the external pension, annuity, health/welfare trust fund, and the Apprenticeship/Training Trust fund. These amounts shall be based on the total hours worked by each "extra help" employee or on the total accumulated hours worked by all "extra help" craft employees 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.

ARTICLE XV LABOR MANAGEMENT CONFERENCES

Section 15.01 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 meetings 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.

Section 15.02 Employee Attendance

The Employer will allow three (3) employees in the bargaining unit to attend such conferences when scheduled. Attendance by the employee at the conferences during working hours shall be without loss of pay. 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 OVERTIME DISTRIBUTION AND EQUALIZATION

Section 16.01

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this agreement.

Section 16.02

Overtime shall be in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. 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.

Section 16.03

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/her representative determine that the senior eligible employee is not fully qualified to perform the work. New employees shall start with the highest amount of overtime hours, at the time of hire.

ARTICLE XVII SENIORITY

Section 17.01 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 Service System Statute and Rules.

Section 17.02 Seniority Lists

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

Section 17.03 Partial Layoffs

Nothing in this Article shall prevent the Union and 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.

Section 17.04 Layoff and Recall

When making a reduction in the number of employees 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 XVIII POSTING OF JOB OPENINGS AND VACANCIES

Section 18.01 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.

Section 18.02 Openings Outside of the Bargaining Unit

Non-Bargaining unit openings are posted in the campus Human Resource Office. 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.

Section 18.03 Awarding of Posted Jobs

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

ARTICLE XIX EMPLOYER TOOL & MATERIAL RESPONSIBILITY

Section 19.01 Employer's Tools

Members of the bargaining unit shall be provided with all tools necessary to effectively and efficiently perform all functions of their classification and trade.

- a) Broken tools will be replaced by the Employer.
- b) Stolen tools will be replaced by the Employer pending the employee filing a theft report with the Northern Illinois University Department of Public Safety
- c) Lost or misplaced tools may be replaced by the Employer pending the conditions and circumstances of such loss.

ARTICLE XX SAFETY

Section 20.01

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.

Section 20.02

On all energized circuits of 440 volts or over, two (2) or more electricians must work together. The wire or terminals upon which the work involved is actually being performed must be energized to be considered as governed by this section. In other cases, Physical Plant management will make reasonable and prudent efforts to respond to safety concerns of its employees. No emergency checking of fuses or equipment shall be covered by this paragraph.

Section 20.03

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.

Section 20.04 Training

The employer shall encourage additional training in the electrical field, and in accordance with current University policy.

The Employer will be responsible for training all employees on any electrical systems installed in new or existing buildings located at the DeKalb Campus of Northern Illinois University.

Section 20.05 Electricians Entering Residence Hall Non-Public Areas

Electricians who are assigned to make repairs in residence hall non-public areas may elect to request an escort prior to entering the resident's private area. As requested, the Electrician Foreman is responsible for coordinating arrangements. Work assignments may not be refused due to lack of escort.

Section 20.06 Bucket Truck/Aerial Lift Safety

Jobs requiring bargaining unit employees working in a Bucket Truck/Aerial Lift within a public right-of-way shall have a qualified safety ground person who is to be determined by management.

ARTICLE XXI WORK JURISDICTION

Section 21.01 Work Jurisdiction

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

Bargaining unit employees shall have jurisdiction over all activities normally performed by N.I.U. employees in the classification of Electrician as defined under current State Universities Civil Service class specifications and as may be amended from time to time. (Reference Attachment "A" and "B", for informational purposes only)

The definition of Electrical Work will conform to the jurisdiction given to the International Brotherhood of

Electrical Workers by The American Federation of Labor and The Congress on Industrial Organizations.

Section 21.02

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.

Section 21.03

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

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

Section 22.0 J Period Covered

This Agreement shall take effect July 1, 2013, and shall remain in effect through June 30, 2018, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1, through June 30, of each year, unless changed or terminated in the way later provided herein.

Section 22.02 Commencement of Negotiations

Either party desiring to change or terminate the Agreement must notify the other, in writing no sooner than 90 days or later than 60 days prior to the termination date, June 30, 2018.

Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 22.03 Mutual Consent

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the International Brotherhood of Electrical Workers and the Human Resource Services of Northern Illinois University.

ARTICLE XXIII WAGES

Section 23.01 Hourly Wages

The hourly wage for Journeymen Wireman and Foreman shall be the prevailing hourly wages which are certified by the Department of Labor for Winnebago County, as certified for DeKalb County, Illinois for the employee classification under this Agreement.

Section 23.02 Effective Date of Wages

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

Section 23.03 Foreman Requirements

On any job requiring four (4) or more workers, one shall be designated Foreman. One Foreman shall not supervise more than eleven (11) workers including himself/herself.

Section 23.04 Replacement Foreman

A replacement Foreman shall be designated and shall receive the Foreman rate of pay. This rate of pay shall be in effect at any time the replacement assumes the duties of a missing Foreman in his/her absence. The replacement Foreman shall be designated by the Senior Foreman of the Electrical Shop and is not a permanent assignment. The senior Electrical Foreman may vary the assignment of replacement Foreman from person to person according to the tasks that need to be performed.

ARTICLE XXIV DUES DEDUCTION AND FAIR SHARE

Section 24.01 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 thirty (30) calendar days prior to its effective date.

Section 24.02 Fair Share Payments

Pursuant to Section 1711 of IRS, Chapter 48, Section 170 I et seg. (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 Section 24.01 of the Article XXIV, 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, 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 pay check. Such involuntary deduction shall remain in effect for the duration of this Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 24.01 of the Article.

Section 24.03

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the I.E.L.R.B. 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.

Section 24.04

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 24.02 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 this 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; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

Section 24.05

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 this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

Section 24.06

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.

Section 24.07

In the event that the I.E.L.R.B. Rules referred to in Section 24.03 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.

Closing Signatures

IN WITNESS WHEREOF: the parties _____ have executed this Agreement by their duly authorized officers and representatives this _____ day _____ of _____, 2013.

LOCAL UNION 364
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO



Thomas L. Sink
Business Manager and Financial Secretary



Patrick C. Tomlin
Assistant Business Manager



Negotiating Committee



Negotiating Committee

BOARD OF TRUSTEES FOR
NORTHERN ILLINOIS UNIVERSITY

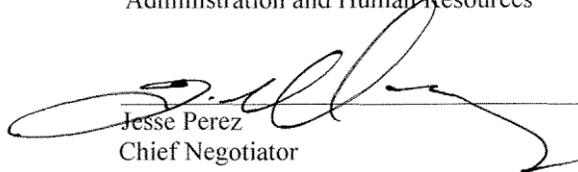


Designee for the Board of Trustees
Northern Illinois University

NORTHERN ILLINOIS UNIVERSITY



Vice President
Administration and Human Resources



Jesse Perez
Chief Negotiator