

COLLECTIVE BARGAINING AGREEMENT

Between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
Local Union #399

And

The Board of Trustees of
NORTHERN ILLINOIS UNIVERSITY
DEKALB, ILLINOIS

July 1, 2019 through June 30, 2021

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Agreement

This Agreement is made and entered into between the BOARD OF TRUSTEES for the use of Northern Illinois University, hereinafter called the "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 399, hereinafter called the "UNION."

Purpose of the 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.

Article 1 — Recognition — Membership

Par. 1 The Employer recognized 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:

Steam and Power Plant IV

Steam and Power Plant III

Steam and Power Plant II

Steam and Power Plant I

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 positions 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 — Union Responsibilities

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 Employee Relations Officer.

Par. 3 The Employer will not discriminate against any member, steward, or other officer of the Union including those who are participating in the negotiations, adjustment of grievances or the performance of committee work which is the interest of the Union and its members. In accordance with applicable Federal and Illinois State law, neither the University nor the Union shall discriminate against any employee covered by this Agreement because of lawful Union membership or non-membership activity or status.

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, delegates, 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 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.

Article 4 — Hours and Schedules

Par. 1 Eight (8) consecutive hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid in cash for hours worked over eight (8) hours in one (1) day or over for forty (40) hours in any workweek. Policies of the Board of Trustees and the University Rules of Northern Illinois University shall be followed in the establishment of a basic workweek.

Par. 2 The greater part of the shift worked on a calendar day will determine which day will be considered as being worked. For example, a shift starting at 11:00 p.m. Tuesday night and running to 7:00 a.m. Wednesday morning will be considered as being worked on Wednesday. If the times are equal, the starting date will determine the day worked.

Par. 3 An employee's work schedule (shift) will not be changed more than once within the employee's workweek. Return to an employee's bid and regular work shift shall not constitute a change.

Par. 4 Except in emergency situations, whenever work schedules are changed, written notice of such change shall be posted in the East and West Heating Plant at least forty-eight (48) hours before such changes become effective. Time worked as the result of a schedule change when notice is less than forty-eight (48) hours shall be paid at the appropriate premium rate. The amount of overtime paid under this provision shall not exceed sixteen (16) hours or the actual amount of time worked within the forty-eight (48) hour period, whichever is less.

Par. 5 Notification of shift changes:

- a) minimum of 48 hours notice;
- b) shift changes are to stay on appropriate sides (East or West);
- c) when a holiday falls within a shift change, the changed employee will work the holiday.

One day shift changes will be allowed:

- a) one shift change per week;
- b) junior Steam and Power Plant III will make shift change;

- c) when there is more than one shift change in one week the second junior Steam and Power Plant III will make the shift change provided that the least junior Steam and Power Plant III already has had a shift change;
- d) the junior Steam and Power Plant III on occasion will be allowed to block out weekends from shift changing with advance notice.

NOTE: Junior Steam and Power Plant III is the Steam and Power Plant III with the least seniority on the day shift on each side, East or West.

Par. 6 Work on the sixth day and the seventh day of the work schedule shall be compensated at the rate of time and one-half the basic straight time hourly wages herein established. Pyramiding of overtime is not permitted by this Agreement.

Par. 7 If an employee is called back to duty following the regular work shift and before being regularly scheduled to work again, the employee shall be paid no less than four (4) hours at the regular overtime rate of pay. However, if the employee's regularly scheduled shift begins within two (2) hours after the call back, the employee shall revert to the regular base rate of pay at the beginning of the regular scheduled shift. In each instance, the employee will be paid at least two (2) hours call-in for time worked prior to the regular shift. Work performed in continuation of a scheduled shift will be compensated at the appropriate rate of pay for the additional time worked.

Par. 8 Overtime shall be distributed on a rotating basis for each classification represented by this Agreement. At no time will a Steam and Power Plant IV employee be part of the voluntary overtime rotation when a Steam and Power Plant II employee is needed.

ARTICLE 5 – SENIORITY – JOB BIDDING

Par. 1 Seniority shall be by classification and shall prevail in regard to layoffs, choice of working shifts, heating plants, and vacation periods, so far as the operating needs of the department permit.

Par. 2 Promotional examinations and training courses conducted in preparation for promotional examinations shall be open to all qualified employees within the bargaining unit in the promotional line.

Par. 2A Both parties acknowledge that the Steam and Power Plant V is a supervisory administrative position not covered by the terms of this Agreement but is in the promotional line for upgrading from within the classifications represented by this Agreement.

Par. 3 The annual job bid meeting for all classifications shall be held in February. All bids shall include all classifications, except Steam and Power Plant I. Exceptions to the annual

bid meeting shall be limited to the following: vacancies created by promotions, transfers, retirement, resignations, discharge, prolonged illnesses, and any other absences exceeding thirty (30) consecutive calendar days excluding vacation absences.

Par. 3A Whenever work area (e.g. building) assignments change between bid meetings, such changes shall be noted at the following bid meeting prior to bids taking place. If bid areas are changed, a bid meeting will follow.

Par. 4 Permanent upgrades throughout the promotional line will occur within thirty (30) days unless the union is notified in writing by the Employer. All employees upgraded due to a prolonged illness vacancy will be returned to their prior classification if the employee has been on sick leave returns.

Par. 5 When a temporary upgrading occurs, an upgraded employee will be inserted into the overtime rotation for the higher classification if it is determined the upgrade will last for thirty (30) days or more. An employee will only be eligible for overtime in one classification.

Par. 6 During an employee's probationary period, seniority may be ignored for purposes of bidding shifts and days off to allow management to utilize training opportunities as it deems most desirable.

Article 6 — Grievance/Arbitration

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 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 condition causing the grievance. For purposes of the grievance procedure, workdays 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. If a representative other than a Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. If a Union representative is chosen from the bargaining unit, the representative will speak for the Union. An employee representative, other than an attorney, may be involved with the employee at any step within the grievance procedure.

Par. 3 The limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Director of Employee and Labor Relations for Steps 1 through 3 or to the Interim Chief of Human Resource Services, or designee, for Step 4. 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 five (5) working days after the first occurrence, or within five (5) working 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 orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within five (5) working days after such presentation.

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 immediate supervisor. The written grievance shall contain a complete statement of facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head within five (5) workdays of the immediate supervisor's oral 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 five (5) workdays following the meeting.

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) workdays after the department head's written response to the Interim Chief of Human Resource Services or designee. The Interim Chief of Human Resource Services or designee shall schedule a meeting with the grievant at a time mutually agreeable to the parties. The Interim Chief of Human Resource Services or designee shall issue a written response to the grievance within fifteen (15) calendar days of the meeting, unless the timeframe is extended by mutual agreement.

Arbitration

Par. 7 If the grievance is not settled at Step 3, the Union may present the grievance to the Interim Chief of Human Resource Services or designee for arbitration within ten (10) workdays after receipt of the Step 3 response.

Par. 8 The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, Federal Mediation and Conciliation Service, or other mutually acceptable source. The parties shall meet in person or by telephone and alternatively strike names until a

single name remains. A second list of arbitrators may be requested upon the agreement of both parties. The cost of services of the arbitrator, court reporter, and transcripts, as well as all other costs incurred by the arbitration, 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 arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, Board of Trustees Regulation and Bylaws, University Rules and Policies, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitrations. 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 or 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 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 for the Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

Article 7 - Jurisdiction

Par. 1 In case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled, without work stoppage, among the Unions concerned and the Employer, and that the Employer will not make any changes in an already established work assignment practice pending resolution of the dispute.

Article 8 – No Strike, No Lockout

Par. 1 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.

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 9 - Proportionate Share Clause

Par. 1 This proportionate share provision shall not become effective until the Union demonstrates to the Director of Employee and Labor Relations, or designee, that in excess of 50 percent of the employees in the bargaining unit have joined the Union based upon written payroll dues deduction authorization from such employees filed with the Employer. Upon this provision taking effect, the Union shall submit to the Employer an affidavit which certifies the amount constituting an Employee's proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the Union.

Par. 2 Within thirty (30) days after the Union certifies to the Employer the amount of the proportionate share fee the Union shall notify all non-member employees as to the amount of the proportionate share fee and the procedure by which non-members may object to the proportionate share fee. The Union shall set up a procedure by which it will receive and consider objections.

Par. 3 The proportionate share fee deduction shall commence with the first pay period starting thirty (30) days after the Union certifies to the Employer the amount of the proportionate share fee or thirty (30) days after the date of original employment for a new employee, whichever is later. Each full-time employee in the bargaining unit who is not a member of the Union shall be required to pay the proportionate share fee. Such proportionate share payments shall be deducted from the earnings of the non-member full-time employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

Par. 4 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 be made. The Union shall certify the current amount of Union deductions.

Par. 5 The amount of the above employee deductions shall be remitted to IUOE Local 399 after the deduction is made by the Employer with a listing of the employee social security number, and the individual employee deduction(s).

Par. 6 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. 7 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 reason 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.

Par. 8 Upon the proportionate share provision of this Article taking effect, the Union shall provide the Employer with a description of the Union's procedure for hearing employee objections to the proportionate share deduction.

Article 10 – Miscellaneous

Par. 1 For purposes of Steam and Power Plant III training, the Employer may assign Steam and Power Plant II regardless of seniority, to the day shift for training which will last a minimum of six (6) months. Employees so assigned will receive an additional \$.30 per hour above the Steam and Power Plant II base rate of pay. Such assigned employees will receive Steam and Power Plant III wages when assigned as a replacement for an Steam and Power Plant III with hours of 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.

a.m. The employee in training will receive Steam and Power Plant III wages on the day shift if replacing an Steam and Power Plant III who is absent due to illness or on vacation.

Par. 2 The Employer and the Union will cooperate to eliminate safety and health hazards. The Employer shall continue to make reasonable provisions for the safety and health of its employees. Employees who neglect or refuse to use or wear safety equipment may, after one oral warning, be subject to disciplinary action by the Employer for the second act of neglect or refusal.

Par. 3 New employees shall serve a probationary period of six (6) months following their date of employment. The Employer shall have the right to transfer or dismiss any employee for any reason whatsoever during the probationary period and the employee shall not have redress through the grievance or arbitration provisions within this Agreement. Upon satisfactory completion of the probationary period, seniority will be credited in accordance with the rules of the State Universities Civil Service System.

Par. 4 It is understood that all work in accordance with current practice performed by Local 399 on Northern Illinois University campus located in DeKalb, Illinois will continue as new buildings on the DeKalb campus become operational.

Par. 5 All parties recognize that the parking permit rate is set by the employer.

Par. 6 Health and Safety matters need to be reported to the department supervisor. If the matter is not addressed by their supervisor, the bargaining unit member will have the duty to take the matter to the Director of Environmental Health and Safety no later than their next scheduled work shift.

Par. 7 An employee that does not call in to report an absence and does not show up for work for three (3) consecutive workdays will be considered to have abandoned their employment, hence voluntarily foregoing employment at Northern Illinois University. Job abandonment determinations and resignation/discharge procedures are to be initiated only after consultation with Human Resource Services, who will make an attempt to contact the employee's emergency contact.

Article 11 – Benefits

Par. 1 Holidays, Vacation and Personal Leave, Sick Leave, Family Medical Leave Act, Funeral Leave, and Leaves of Absence shall be granted in accordance with Policies and the Board of Trustees and Rules and Procedures of Northern Illinois University. Operating needs will determine vacation scheduling and choice of vacation schedule will be in accordance with seniority. Vacations will be considered to begin on the first day of an employee's scheduled shift.

Par. 2 Any employee required to work on Board-designated holidays or any additional holidays designated by the President shall be paid two (2) times their regular rate for all hours worked. Additionally, employees will receive holiday pay for the recognized calendar holiday or the day designated as the holiday by the Federal Government if other than the calendar day.

Par. 3 If an employee is regularly working up but does not work the holiday, such holiday shall be paid at the actual classification rate. If a holiday occurs and an employee works up on the holiday, only the actual hours worked will be paid at the act up rate, the base holiday will be paid at the employee actual classification rate.

Article 12 – Wages

Par. 1 All employees covered by this Agreement who are currently employed on the date of ratification and/or approval of this Agreement by both parties shall be paid the following rates effective July 1, 2019.

Steam and Power Plant IV	\$ 43.37
Steam and Power plant III	\$ 40.07
Steam and Power Plant II	\$ 30.45
Steam and Power Plant I	
0-12 months	\$ 17.27
12+ months	\$ 19.11

Effective July 1, 2020

Steam and Power Plant VI	\$ 43.80
Steam and Power Plant III	\$ 40.07
Steam and Power Plant II	\$ 30.45
Steam and Power Plant I	\$ 19.11

Par. 2 Any employee working the 3:00 p.m. — 11:00 p.m. shift shall receive a shift premium of \$.20 per hour. Any employee working the 11:00 p.m. shift shall receive a shift premium of \$.30 per hour.

Par. 3 For each of the succeeding years of this agreement the University will increase the bargaining unit classification wage rates 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 increase by the University or personnel salary increase via the state appropriations process. These wage increases shall be distributed on an across the board basis to all wage classifications in the bargaining unit.

Par. 4 Both parties acknowledge and affirm that the promotional movement of employees, beginning with the starting classification of Steam and Power Plant I and progressing through the Steam and Power Plant III classification, is of utmost importance to the operational efficiency and productivity of this unit. It is understood by both parties and conveyed upon initial employment that promotional opportunities will be available. Employees in all classifications of the promotional line through the Steam and Power Plant III classification are expected to test and actively participate in the promotional process. Effective July 1, 2000 and every year thereafter, any employee at a current rate above the contracted rates specified in Par. 1 of this Article shall

have their salary level frozen at their current rate until such time that the contracted rate catches up their current rate.

Article 13 – Termination

Par. 1 This Agreement is effective upon ratification and/or approval of both parties and shall remain in effect through 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. Upon formal notification received no earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

Article 14 – Limitations

Section 1.

This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may be 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;
4. Policies, procedures, and provisions of employment as established by the Board of Trustees as such may be amended from time to time;
5. Whenever amendments to the Board of Trustees policies, procedures and provisions occur, such amendments will be discussed with the union prior to their implementation if they impact the bargaining unit.

Section 2

This Agreement constitutes the entire Agreement and understanding between the parties and superseded all prior written and oral agreement (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.

Section 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 the 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

Signature omitted on online version

Darek L. Williams, Chief Negotiator
Assistant Director, Labor Relations

Date

Signature omitted on online version

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

Date

INTERNATIONAL UNION OF OPERATING ENGINEERS 399

Signature omitted on online version

Brian E. Hickey

Date

Signature omitted on online version

Vincent T. Winters

Date