



Agreement

Between

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

And

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

Effective July 1, 2018 through June 30, 2023

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1 **ARTICLES OF AGREEMENT**

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

7 **ARTICLE I UNION RECOGNITION**

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

14 **ARTICLE II NON-DISCRIMINATION**

15 **ARTICLE II, SECTION 1 PROHIBITION AGAINST DISCRIMINATION**

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

21 **ARTICLE II, SECTION 2 NON-DISCRIMINATION AGAINST THE UNION**

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

25 **ARTICLE III UNION RIGHTS**

26 **ARTICLE III, SECTION 1 ACTIVITY DURING WORKING HOURS**

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

32 **ARTICLE III, SECTION 2 STEWARDS**

33 The Union may appoint a journeyman to act as steward of the bargaining unit and shall
34 notify the Employer in writing of the employee designated as steward. No steward shall be
35 discriminated against by the Employer for the faithful performance of his duties as steward, nor
36 shall any steward be discharged, placed on layoff or disciplined until notice has been given to the
37 business representative of the Union in writing.

38 Stewards, upon receiving permission from the immediate supervisor, shall be permitted to
39 devote reasonable time during working hours without loss of pay to investigate or process
40 grievances or disputes. No employees or Union representatives shall leave work to investigate,
41 file or process grievances without first informing their immediate supervisor or designee as well
42 as the supervisor of any unit to be visited. Such permission shall not be unreasonably denied.
43 Such arrangements shall not be denied in an arbitrary and capricious manner. The Employer
44 reserves the right to require reasonable documentation of time spent in processing grievances.

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

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

49 **ARTICLE III, SECTION 4 NEW EMPLOYEE**

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

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

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

58 **ARTICLE IV EMPLOYER RIGHTS**

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

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

- 68 1. Determine the overall budget of the Employer.
- 69 2. Determine control and exercise discretion over the organization and efficiency of
70 operations;
- 71 3. Direct the employees including the right to assign work and overtime.
- 72 4. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in
73 positions with the Employer.
- 74 5. Suspend, demote, discharge, or take other disciplinary action against the employee
75 for proper cause.
- 76 6. Increase, reduce, change, modify or alter the composition and size of the workforce,
77 including the right to relieve employees for health or safety reasons.
- 78 7. Set standards for service to the public.

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

82 **ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION**

83 **ARTICLE V, SECTION 1 PURPOSE OF GRIEVANCE PROCEDURE**

84 The purpose of the grievance procedure is to secure at the lowest possible level a resolution
85 of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to
86 resolve grievances expeditiously and in a cooperative manner.

87 **ARTICLE V, SECTION _2 GRIEVANCE DEFINITION**

88 A grievance is defined as a dispute by an employee or the Union concerning provision(s)
89 of this Agreement or Policies and Procedures. Any grievance shall be in written form. The
90 grievance shall refer to the specific provision of the collective bargaining Agreement or Policies
91 and Procedures alleged to have been violated. It shall set forth the facts pertaining to the alleged
92 violation.

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

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

98 **ARTICLE V, SECTION 3 STEPS**

99 It is agreed that the steward and or foreman and the affected employee(s) will first discuss
100 problems within the unit and attempt to settle the matter within the bargaining unit prior to
101 accessing the formal grievance procedure.

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

- 103 • **STEP 1:** If the matter is not resolved informally within the unit within five (5) working days
104 after the grievant makes a complaint, the grievant and or the Union shall orally present the
105 grievance to the Assistant Director of the Physical Plant or a representative of that department.
106 The Assistant Director of the Physical Plant or a representative of the department shall provide
107 an oral response within five (5) days after such presentation.
108
- 109 • **STEP 2:** If the problem is not solved to the satisfaction of the employee after Step #1, and the
110 employee wishes to pursue the matter, the employee and or Union representative shall have
111 five (5) working days from the date of the Step #1 response to file a written grievance. The
112 written grievance shall be presented to the Director of the Physical Plant or designee. The
113 Director of the Physical Plant or a designee shall respond in writing within ten (10) working
114 days.
115
- 116 • **STEP 3:** If the grievance is not resolved to the satisfaction of the grievant by the Director of
117 the Physical Plant, the same written grievance along with the Step #1 and Step #2 responses
118 shall be presented by the employee and or Union to the Vice President of Human Resource
119 Services and Compliance or designee within five (5) working days after the Step #2 response.

120 The Vice President of Human Resource Services and Compliance or a designee shall conduct
121 a meeting on the grievance within ten (10) working days. The Associate Vice President of
122 Administration of Human Resources or designee shall respond in writing within ten (10)
123 working days after the meeting.

124 **ARTICLE V, SECTION 4 ARBITRATION**

125 • If a grievance is not resolved with the Step #3 response, the written grievance may be referred
126 by the Union to arbitration by notifying the Vice President of Human Resource Services and
127 Compliance in writing within five (5) working days after the receipt of the grievance Step #3
128 response. The Vice President of Human Resource Services and Compliance or designee and
129 or the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten
130 (10) working days of the written notice to arbitrate, the parties shall jointly request Federal
131 Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties
132 shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The
133 remaining person shall be the arbitrator who shall be notified of their selection.
134

135 Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be
136 submitted to the arbitrator. The Employer, employee or Union has the right to request the arbitrator
137 to require the presence of witnesses and or production of documents. Each party shall bear the
138 expense of its own witnesses who are not employees of the Employer. The employee shall be
139 allowed sufficient time with pay to attend the arbitration hearing. The expense and fees of the
140 arbitrator and associated costs of the arbitration shall be shared equally by the parties.

141 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract
142 from any provision of this Agreement. The decision of the arbitrator with respect to arbitrability
143 and the disposition of the case shall be final and binding on the parties

144 **ARTICLE V, SECTION 5 WITHDRAWN GRIEVANCE**

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

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

150 **ARTICLE V, SECTION 6 DISCHARGE/DEMOTION**

151 If the Employer finds it necessary to initiate discharge or demotion proceedings against an
152 employee covered by this Agreement, both the Union and employee shall be notified of the intent
153 to discharge/demote. If during the processing of the discharge/demotion through the State
154 Universities Civil Service System process, the employee wishes to protest such action, a grievance
155 may be filed at Step #3 of the grievance system. The discharge/demotion proceeding shall not be
156 finalized until the Civil Service System requirements have been met and the grievance, if one was
157 filed, is responded to at Step #3, whichever is later. If a grievance is filed the University's response
158 shall contain an outline of the options available to the employee with respect to further pursuit of
159 the matter. If the grievance is denied and the discharge/demotion process is moved forward, the
160 employee may:

199

ARTICLE VIII BENEFITS

ARTICLE VIII, SECTION 1 BENEFIT TOPICS

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

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

- 206 1. Vacation
- 207 2. Sick Leave
- 208 3. Workers Compensation
- 209 4. Holidays
- 210 5. Other Leaves of Absence
- 211 6. Educational Benefits
- 212 7. Transfer of Benefit Credits
- 213 8. Tax Deferred Compensation Plan
- 214 9. Retirement
- 215 10. Group Insurance
- 216 11. Unemployment Compensation
- 217 12. Transfer of Benefits
- 218 13. Tuition Contribution Program
- 219 14. Bereavement
- 220 15. Jury Duty
- 221 16. Military Leave

222 ARTICLE IX HOLIDAYS

ARTICLE IX, SECTION 1 DESIGNATION OF HOLIDAYS

223 The University observes eleven (11) holidays and, except in emergency situations or in
224 order to maintain essential services, University facilities will be closed on these holidays and
225 employees covered under this Agreement are not to report to work.
226

ARTICLE IX, SECTION 2 PAID HOLIDAYS

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

- 231 o New Years Day
- 232 o Martin Luther King Day
- 233 o Memorial Day
- 234 o Independence Day
- 235 o Labor Day
- 236 o Thanksgiving Day
- 237 o Christmas Day

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

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

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

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

250 ARTICLE X HEALTH AND LIFE INSURANCE, PENSION AND
251 DISABILITY

252 ARTICLE X. SECTION 1 COVERAGE

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

256 ARTICLE X, SECTION 2 RETIREMENT, DEATH AND DISABILITY

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

259 ARTICLE X, SECTION 3 RELATED OPTIONAL BENEFITS

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

264 ARTICLE X. SECTION 4 RETIREMENT

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

273

ARTICLE XI HOURS OF WORK, OVERTIME

274 ARTICLE XI, SECTION 1 WORKWEEK. WORKDAY

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

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

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

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

285 ARTICLE XI, SECTION 2 SECOND SHIFT WORK

286 Bargaining unit employees may be assigned to work the second (2"d) shift. The second
287 (2"d) shift shall normally be scheduled to work eight (8) consecutive hours between the hours of
288 4:00p.m. and 12:00 a.m. on Monday through Friday. Eight (8) hours constitute a work day and
289 forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours
290 by mutual agreement of the Employer and the Union.

291 Bargaining unit employees assigned to work the second shift shall be provided a half hour
292 (1/2 hour) paid lunch period to be taken during their regularly scheduled eight (8) hour shift.

293 ARTICLE XI, SECTION 3 OVERTIME PAY

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

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

298 ARTICLE XI, SECTION 4 REST PERIODS

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

302 ARTICLE XI, SECTION 5 CALL BACK

303 When an employee is called to work for an unscheduled assignment outside of the regular
304 workday when work has been completed and the employee has left the University, the employee
305 shall be compensated for a minimum of two (2) hours of two and one half (2 1/2) times the
306 journeyman rate of pay for the first hour of work. After the first hour of work, all work performed
307 shall be paid at the two (2) times the journeyman rate of pay.

308 **ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION**

309 **ARTICLE XII, SECTION 1 OVERTIME DISTRIBUTION**

310 Overtime shall be distributed and offered as equally and impartially as possible among all
311 eligible employees covered by this Agreement. All scheduled overtime noncontiguous to an
312 employee's regular shift or overtime scheduled on an employee's regularly scheduled day off shall
313 be scheduled for a minimum of four (4) hours at the applicable rate.

314 **ARTICLE XII, SECTION 2 OVERTIME IN ACCORDANCE WITH SENIORITY**

315 Overtime shall be in accordance with an equalized number of hours covering all employees
316 as determined by the foreman or other administrator.

317 If all employees available to work the overtime hours decline the opportunity the Employer
318 shall assign the overtime in reverse seniority order: The least senior employee who has not been
319 previously directed by the Employer to work overtime shall be directed to work the hours until all
320 needed employees have been required to work, at which time the process shall repeat itself.

321 **ARTICLE XII, SECTION 3 EQUALIZING THE DISTRIBUTION OF OVERTIME**

322 For the purpose of equalizing the distribution of overtime, an employee who is offered
323 overtime but declines an overtime assignment shall be deemed to have worked the hours assigned.
324 It is understood that no employee is relieved from the obligation to work overtime if operations
325 require it. It is also understood that exceptions may be made in cases of emergency or if the
326 foreman or the Director of the Physical Plant or his representative determine that the senior eligible
327 employee is not fully qualified to perform the work.

328 **ARTICLE XIII WORKING OUT OF TOWN**

329 **ARTICLE XIII, SECTION 1 PERSONAL VEHICLE/TRAVEL PAY**

330 When employees are sent outside the jurisdiction covered by the Agreement, transportation
331 expense will be paid by the Employer and room and board will be paid by the Employer if the
332 employees are required to remain away from home overnight.

333 Such payment is restricted to those charges and amounts as authorized for payment in
334 Travel Regulations for State Employees as published by the Illinois Travel Regulation Council.
335 Employees will be compensated for such travel and out-of-town work in accordance with the
336 provisions of the Fair Labor Standard Act as it pertains to government employees. Unless agreed
337 to by the employee, bargaining unit members shall not be required to use their personal vehicles
338 for travel outside the jurisdiction of this Agreement.

339 **ARTICLE XIV CONTRACTING WORK**

340 **ARTICLE XIV, SECTION 1 SUBCONTRACTING/EXTRA HELP**

341 The Employer will not subcontract work normally performed by bargaining unit employees
342 nor employ "extra help" carpenters, as defined by the State Universities Civil Service System
343 (SUCSS), if any bargaining unit employees are on layoff or any employees are on a schedule less
344 than the workweek defined herein. Per SUCSS, "extra help" carpenters do not accrue any
345 seniority.

346 **ARTICLE XIV, SECTION 2 EXTRA HELP**

- 347 1. Both parties agree to the use of nonstatus "extra help" carpenters during periods of
348 heavy workloads as determined by the Employer. All "extra help" carpenter
349 positions shall be established and employed in accordance with the State
350 Universities Civil Service System Statute and Rules. Extra help employees may be
351 asked to work scheduled overtime when the work is created by a specific project
352 which the extra help employee has been assigned as their primary duty or
353 responsibility.
- 354 2. Such "extra help" carpenters shall be referred for employment from the appropriate
355 craft hall with final approval for appointment residing solely with the Employer.
356 As with status positions represented by this unit, salaries for these nonstatus
357 employees shall be defined according to prevailing rate guidelines outlined in
358 ARTICLE XXII, SECTION 1 of the Collective Bargaining Agreement. With
359 respect to these nonstatus positions, the Employer retains all rights designated and
360 implied by ARTICLE IV of the current Collective Bargaining Agreement including
361 the right to determine the duration of appointment attached to each of these
362 positions.
- 363 3. In accordance with University policy, "extra help" carpenters shall not receive any
364 University benefit including, but not limited to, vacation, sick leave, holidays
365 (unless required to work), administrative closures, educational benefits, tax
366 deferred compensation plans, retirement, group insurance, tuition
367 waiver/reimbursement, bereavement leave, military leave, and jury duty pay.
- 368 4. For each "extra help" carpenter employed, the Employer agrees to contribute the
369 appropriate and stipulated Employer amount to the external pension, annuity, and
370 health/welfare trust fund. These amounts shall be based on the total hours worked
371 by each "extra help" carpenter or on the total accumulated hours worked by all
372 "extra help" carpenters in this unit only. Hours worked by regular status employees
373 represented by this unit shall not be used in the calculation of Employer
374 contributions to these trust funds.
- 375 5. In accordance with State University Retirement System regulations, time served in
376 this capacity as "extra help" shall not be eligible for accrual under that System since
377 these employees actively continue to participate in external pension programs.
- 378 6. To the extent provided for in the specific Participation Agreement, the Employer
379 agrees to administer participation and payment protocols in accord with the
380 standards set forth.
- 381 7. Both parties acknowledge also that the content and administration of this section
382 shall be in accordance and consistent with the rules and regulations of the State
383 Universities Retirement System, State Universities Civil Service System, and all
384 other applicable federal or state laws. Any provision that is declared inconsistent
385 with applicable statutes shall be null and void.
- 386 8. It is understood that the addition of this section does not provide the Board of
387 Trustees at Northern Illinois University the right to negotiate wages and conditions
388 of the external Collective Bargaining Agreement negotiated with area contractors.

389

ARTICLE XV LABOR MANAGEMENT CONFERENCES

ARTICLE XV, SECTION 1 LABOR/MANAGEMENT CONFERENCE

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

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

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

ARTICLE XV, SECTION 2 EMPLOYEE ATTENDANCE

400 Two Employees from the NIU Carpentry Shop shall be provided paid release time from
401 their regular work hours to attend and participate in all contract negotiations. However, the
402 employee must give reasonable notice to the supervisor of the intended absence and the supervisor
403 may grant such time consistent with the operating needs of the University.
404

405

ARTICLE XVI SENIORITY

ARTICLE XVI, SECTION 1 SENIORITY DEFINITION

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

ARTICLE XVI, SECTION 2 SENIORITY LISTS

410 The Employer will provide current seniority lists that will be revised annually showing
411 each employee's seniority and relative position.
412

ARTICLE XVI, SECTION 3 PARTIAL LAYOFFS

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

ARTICLE XVI, SECTION 4 LAYOFF AND RECALL

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

- 420 a) Probationary employees will be laid off first, then employees with the least
421 seniority.
422 b) Recall of employees will be in order of seniority.

423 **ARTICLE XVII POSTING OF JOB OPENINGS AND VACANCIES**

424 **ARTICLE XVII, SECTION 1 OPENINGS WITHIN THE BARGAINING UNIT**

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

429 **ARTICLE XVII, SECTION 2 OPENINGS OUTSIDE OF THE BARGAINING UNIT**

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

433 **ARTICLE XVII. SECTION 3 AWARDING OF POSTED JOBS**

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

436 **ARTICLE XVIII EMPLOYER TOOL & MATERIAL RESPONSIBILITY**

437 **ARTICLE XVIII. SECTION 1 EMPLOYER'S TOOLS**

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

442 **ARTICLE XIX SAFETY**

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

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

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

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

449 **ARTICLE XIX, SECTION 3 TRAINING**

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

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

454

ARTICLE XX WORK JURISDICTION

ARTICLE XX, SECTION 1 WORK JURISDICTION

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

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

ARTICLE XX, SECTION 2 JURISDICTIONAL DISPUTES

464 In the case of jurisdictional disputes arising between representatives of this Union and those
465 of other unions, it is understood that such differences shall be settled between the unions concerned
466 without any work stoppage and that the Employer will not make any changes in any already
467 established work assignment practices pending resolution of the dispute. The Employer will honor
468 the resolution reached by the disputing unions to the extent permitted by law and the other
469 provisions of this Agreement.
470

ARTICLE XX, SECTION 3 HANDLING OF TOOLS, MACHINERY, APPLIANCES

AND ALL MATERIALS

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

ARTICLE XXI PERIOD COVERED, STATUS DURING NEGOTIATIONS

AND COMMENCEMENT OF NEGOTIATIONS

ARTICLE XXI. SECTION 1 PERIOD COVERED

478 This Agreement shall take effect upon ratification/approval of both parties and shall remain
479 in effect through June 30, 2023, unless otherwise specifically provided for herein. It shall continue
480 in effect from July 1 through June 30 of each year thereafter; unless either party gives the other
481 written notice of the desire to re-open negotiations. Such notice is to be by certified mail no earlier
482 than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of this
483 Agreement.

ARTICLE XXI, SECTION 2 COMMENCEMENT OF NEGOTIATIONS

485 The party giving notice of a desire to modify this Agreement shall commence negotiations
486 by submitting in writing a detailed list of the modifications or changes desired. The party receiving
487 said notice may propose additional changes in the Agreement in writing.

ARTICLE XXI, SECTION 3 MUTUAL CONSENT

489 This Agreement shall be subject to amendment at any time by mutual consent of the parties
490 hereto. Such amendment shall be reduced in writing, state the effective date thereof, and be

491 approved and executed in the same manner as this Agreement and submitted to the Chicago

492 Regional Council of Carpenters and the Vice President of Human Resource Services and
493 Compliance or designee at Northern Illinois University.

494

ARTICLE XXII WAGES

ARTICLE XXII, SECTION 1 HOURLY WAGES

496 Wage rates for bargaining unit members shall be defined as the prevailing rate of wages as
497 posted by the Illinois Department of Labor for DeKalb County, Illinois for the classifications
498 covered under this Agreement and administered in accordance with the State Universities Civil
499 Service System Statute and Rules. The University will accept being notified of the website posting
500 of IDOL prevailing wage rate changes from the Union, however, particularly in the case of
501 increases, the Union must provide those notifications within a reasonable period of time after the
502 posting. The change in rates will be effective though on the effective date set forth by the IDOL.

ARTICLE XXII, SECTION 2 .EFFECTIVE DATE OF WAGES

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

ARTICLE XXII, SECTION 3 FOREMAN REQUIREMENTS

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

ARTICLE XXII, SECTION 4 SUBSTITUTE FOREMAN

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

ARTICLE XXII, SECTION 5 EMERGENCY REASSIGNMENT

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

ARTICLE XXIII DUES DEDUCTION AND FAIR SHARE

ARTICLE XXIII, SECTION 1 UNION DUES DEDUCTION

527 Upon receipt of written and signed authorization card from an employee the Employer shall
528 deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized

529 increase therein and shall remit such deductions monthly to the financial secretary of the Union at
530 the address designated by the Union in accordance with the laws of the State of Illinois. The Union
531 shall advise the Employer of any increases in dues or Fair Share Fees in writing at least six(6)
532 months prior to its effective date. Union dues as currently determined by the Chicago Regional
533 Council Executive Board.

534 **ARTICLE XXIII, SECTION 2 AUTHORIZATION FOR CHECKOFF OF UNION DUES**

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

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

540 **ARTICLE XXIII, SECTION 3 INDEMNIFICATION**

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

544 **ARTICLE XXIII, SECTION 4 FAIR SHARE PAYMENTS**

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

559 **ARTICLE XXIII, SECTION 5 FAIR SHARE FEES**

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

565 **ARTICLE XXIII, SECTION 6 FAIR SHARE INVOLUNTARY CONTRIBUTION**

566 In the event that any employee covered hereby is precluded from making a Fair Share
567 involuntary contribution as required by Article 24, Section 2 hereof on account of bona fide
568 religious tenets or teachings of a church or religious body of which that employee is a member,

569 that employee shall have the right to refuse to allow said involuntary deduction provided, however,
570 that said right to refuse shall continue only so long as the employee makes contributions at least
571 equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually
572 agreed upon by the employee so refusing and the Union. For the purpose, the Union shall certify
573 to the Employer the names of all employees covered hereby who are relieved of the obligation to
574 pay a Fair Share Fee by virtue of this section.

575 **ARTICLE XXIII, SECTION 7 CHARGES**

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

582 **ARTICLE XXIII, SECTION 8 EMPLOYER TAKING ACTION TO COLLECT ANY FAIR**

583 **SHARE FEE**

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

587 **ARTICLE XXIII, SECTION 9 LAPSE IN RULES**

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

592 **ARTICLE XXIV AMERICANS WITH DISABILITIES ACT**

593 **ARTICLE XXIV, SECTION 1 COMPLIANCE**

594 The Employer agrees to notify the Union when accommodations are required within the
595 bargaining unit with respect to federal legislation summarized under the Americans With
596 Disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of
597 accommodation as would be affected by the provisions of the collective bargaining Agreement
598 and the Illinois Educational Labor Relations Act.
599

600

IN WITNESS WHEREOF:

601

The parties hereto have executed this Agreement by their duly authorized officers and representatives this **1st** day of **July** **2018**

602

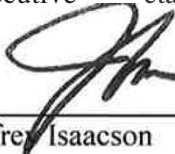
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CHICAGO REGIONAL COUNCIL OF
CARPENTERS LOCAL UNION NO. 790

NORTHERN ILLINOIS UNIVERSITY


AND NORTHERN ILLINOIS UNIVERSITY
CARPENTERS

Executive Secretary-Treasurer



Jeffrey Isaacson
President

Chief Negotiator
Director of Employee & Labor Relations



Laura Alexander
Senior Associate Vice President
Human Resource Services

604

Very truly
yours

[Signature]