COLLECTIVE BARGAINING AGREEMENT

by and between

The American Federation of State, County, and Municipal

Employees Council 31 for and on behalf of its Local 963

and

The Board of Trustees for Northern Illinois University

Expires June 30, 2028

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 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), Council 31, for and on behalf of Local No. 963 hereinafter called the "Union".

ARTICLE I RECOGNITION AND AUTHORIZATION

SECTION 1 RECOGNITION

Par. 1 The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of the following position classifications:

Building Service Workers	**Food Service Workers**	**Lorado Taft Field Campus**
Building Service Worker	Cook	Cook
Locker Room Attendant	Cooks Helper	Food Service Sanitation Laborer
Maid	Kitchen Helper	Maintenance Repair Worker
Equipment Service Worker	Grill Cook	Staff Nurse I
	Food Service Sanitation Laborer	
	Food Service Stores Laborer	
	Snack Bar Attendant	
	Food Service Cashier	
	Waiter/Waitress	
	Baker II	
	Baker III	
	Storekeeper I at Holmes Student Center	
	Culinary Worker I, II, II	

Bargaining unit work in the above-mentioned classifications shall generally be performed by bargaining unit employees in accordance with the provisions of the Statute and Rules of the State Universities Civil Service System (SUCCS).

SECTION 2 NEW CLASSIFICATION

Par. 1 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. When a new classification is instituted, and the parties agree the work of which falls within the scope of the unit, the parties agree to jointly petition the Illinois Educational Labor Relations board to seek the necessary unit clarification.

Par. 2 The parties agree that the change in title of a position classification (by the State University Civil Service System) in the bargaining unit shall not remove the position classification from the bargaining unit as long as the duties and responsibilities of the position remain essentially the same.

Par. 3 This Agreement is authorized by the Illinois Educational Labor Relations Act (Ill. Rev. Stat., Ch. 48, par. 1701 et seq.)

SECTION 3 DELETION OF CLASSIFICATIONS

Par. 1 The Employer shall notify and discuss with the Union of its intent to abolish or merge existing classifications in the bargaining unit as determined by SUCSS.

ARTICLE II GENERAL PROVISIONS

SECTION 1 NON-DISCRIMINATION

Par. 1 Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of Union membership or non-membership. The employer shall not discriminate against, interfere with, restrain, or coerce employees because of lawful activities on behalf of the Union or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

Par. 2 In accordance with applicable statutes and regulations, NIU is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, age, physical or mental disability, marital status, veteran status, sexual orientation, gender identity, gender expression, political affiliation, or any other factor unrelated to professional qualifications, and will comply with all applicable federal and state statutes, regulations, and orders pertaining to nondiscrimination, equal opportunity and affirmative action.

Par. 3 All parties agree to observe the non-discrimination/harassment and title IX policies and procedures. Potential violations of the non-discrimination harassment and/or title IX policy will be subject to investigation by the department of Affirmative Action and Equity Compliance.

SECTION 2 WORK RULES

Par. 1 During the term of this Agreement, the Employer agrees not to adopt or enforce policy and rule changes, which would adversely affect only the employees covered by this Agreement.

SECTION 3 UNIFORMS

Par. 1 The Employer agrees to furnish uniforms where such are required. The replacement of uniforms shall be subject to the grievance procedure. Employees shall not wear issued uniforms outside regular working hours except while in route to and from work. With supervisory approval, employees may furnish their own uniforms at no cost to the Employer. The Employer will attempt to furnish each employee with up to six new articles of clothing by September 1, 2024, and each September 1 of each succeeding year, and one coat (for Building Service Workers) after completing a successful probation.

SECTION 4 REQUIRED ATTENDANCE

Par. 1 An employee required to attend meetings, conferences, or undergo physical examinations outside regular scheduled working hours shall be paid one and one-half (1 ½) times the regular rate of pay for all time so spent.

SECTION 5 UNIVERSITY BUDGET

Par. 1 Prior to submission of the budget, the Employer, if requested by the union, agrees to a meeting for the purpose of discussing wage demands. The purpose of the meeting will be to examine rates, trends, and any pertinent information either party wishes to discuss. The Union will make its views known to the Employer. The parties acknowledge that this provision or any subsequent meetings do not constitute a wage re-opener and/or any other Article of the collective bargaining agreement. At least annually the Employer will provide the Union a copy of the working papers as soon as practicable when they become available. The Union will pay for normal reproduction costs of the copy.

SECTION 6 PRINTING OF AGREEMENT

This agreement will be posted on the university website as an environmentally conscious alternative to printing. Posting will occur within two weeks of all necessary signatures for approval of the agreement.

SECTION 7 TUITION

Par. 1 Fees and/or tuition for university courses will be waived for bargaining unit employees in accordance with Board of Trustees regulations.

SECTION 8 SUB-CONTRACTING/CONTRACTING

Par. 1 It is the General Policy of the Employer to utilize employees to perform work appropriate to the employees' classification. The Employer will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The Employer agrees to notify and discuss with the Union 30 days prior to the sub-contracting or contracting out of work which may result in the layoff or loss of pay for employees covered by this Agreement. In the event of sub- contracting or contracting out of work which results in the layoff or reduction in pay for any employees, Operating Staff Services Employment Coordinators will provide career counseling, qualification testing and placement services to such employees. The Employer will, subject to Civil Service System requirements, offer to such employees positions the Employer is currently seeking to fill at the same or comparable pay rate if possible.

SECTION 9 LAYOFF

Par. 1 Employees to be laid off shall be given thirty (30) working days' notice in writing prior to the effective date of the layoff**.** A copy of the notice will be sent to the Union President. Where possible, the Employer shall notify the Union forty (40) days in advance of the written notice of the intended effective date of a planned layoff. It is permissible by the parties that the above notice to the employee and notice to the Union happen concurrently. If requested by the Union in writing within five (5) days of the notice to the Union of a planned layoff, the Employer will meet with the Union twenty (20) days prior to a planned layoff to negotiate the impact of the planned layoff. Layoffs and recalls of bargaining unit employees shall be in accordance with the State Universities Civil Service System Statute and Rules.

SECTION 10 VACATION REQUESTS

Par. 1 The employer shall respond to written vacation requests within seven (7) calendar days, or prior to the start date of the vacation, whichever is earlier. All vacation requests shall be submitted in writing (except where emergency requests preclude written request) and the Employer will acknowledge receipt in writing.

The employer shall make every effort to approve vacations as requested by the employee. In case more requests are received than can be approved for a particular period, the employer shall approve requests in order of receipt, or by seniority where requests are received on the same date. Once approved, vacation requests shall not be rescinded by the employer except as provided below. If an employee bids to a new area prior to the vacation date, it is the employee's responsibility to inform his/her new supervisor of the approved vacation within five (5) working days. If the employee fails to do so inform the new supervisor, the vacation may not be honored. The Employer will issue verbal and written announcements regarding the employee's responsibility at each bid meeting.

SECTION 11 STUDENT EMPLOYEES

The Employer shall determine which positions shall be designated as student positions, and when so designated, they shall be filled in accordance with SUCSS Statute and Rules and University Policy.

A student employee shall not displace a certified Civil Service employee.

SECTION 12 PARKING PERMIT RATES

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

SECTION 13 LORADO TAFT TIME CLOCKS

Bargaining unit employees at the Lorado Taft Field Campus are required to use a timekeeping system to record and determine the attendance of hourly employees for that pay period. Each employee is required to

use their NIU One Card for the purposes of clocking in and clocking out of the timekeeping system. After the initial free card from the Employer, the employee is responsible for replacement cost of the card. If the system does not accept the NIU One Card, the employer will provide an appropriate card to the bargaining unit employee. Lost and damaged cards are to be replaced at the expense of the employee

To use the timekeeping system, employees are required to clock in at the start of their shift, clock in and out for their lunch breaks, and clock out at the end of their shift. Employees should be prepared to begin work at their scheduled start time after he/she clocked in and should clock in no more than five minutes earlier than the scheduled time of their shift. Employee should not clock out during paid break time. If there are multiple time clocks available, the employee can use any clock within their campus.

If the timekeeping system is not working, or if an employee fails to clock in or out, the employee is required to notify the management and have the time record corrected prior to the end of the workday. Under no circumstances should an employee clock in or out for another employee; such a violation may be considered an ethics breach and subject to corrective action. All timekeeping records of the employee's work activities must be signed by the employee at the end of the pay period. Overtime must be approved in advance by the department supervisor.

SECTION 14 DEDUCT USAGE *Building Services Only*
Deduct is defined as a period of no pay. The bargaining unit employee may be approved for deduct by written authorization from the Superintendent or designee. Appropriate benefits must be exhausted prior to deduct usage.

ARTICLE III MANAGEMENT RIGHTS

Par. 1 The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

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

ARTICLE IV UNION RIGHTS

SECTION 1 MEMBERSHIP SOLICITATION
Par. 1 During an employee's work time, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement.

SECTION 2 NOTIFICATION

Par. 1 When a staff representative or any other Union official not an employee of the Employer wishes to visit or inspect a work area or meet with university representatives, the person shall endeavor to provide notice to Human Resources Labor Relations of the intended meeting or visit with 24 hours' notice.

SECTION 3 TIME-OFF FOR UNION ACTIVITIES

Par. 1 With supervisory permission, which shall not be unreasonably withheld and subject to the operating needs of the Employer, employees who are Union representatives, stewards, witnesses or grievant will be permitted time off with pay during their respective working hours to:

a) process and/or investigate grievances (1 Union representative)
b) attend grievance hearings (2 Union representatives)
c) attend suspension hearings and discharge proceedings (2 Union representatives)
d) attend contract negotiations (6 bargaining unit employees which shall include 1 employee from Lorado Taft Field Campus, 1 employee from Holmes Student Center, 1 employee from Residence Halls Food Service, 1 employee from Building Services, and 2 at-large employees). The Union President or designee shall be permitted to represent, by attending in the place of, any Chapter employee that is unable to be present at those negotiations as long as the total number of employees in pay status does not exceed six.
e) Attend public university meetings i.e., full Board of Trustees meetings (excludes committee meetings) 2 union representatives total, no more than 1 from any department.

Union activity outside of regular work hours are not subject to compensation.

An AFSCME staff representative may attend any of the above referenced meetings.

Par. 2 Labor Management Meetings

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

Each area team shall consist of up to three (3) to five (5) bargaining unit employees and up to three (3) to five (5) Employer representatives. Each party shall designate their respective team members. Attendance by team members at these meetings shall be without loss of pay if held during their regularly assigned working hours. Meeting agendas shall generally be submitted one (1) week in advance of the scheduled date; meetings will not be held without an agenda. By mutual agreement, additional items may be added to the agenda at the meeting.

Each area team shall have responsibility for:

a) setting meeting dates, times, and locations
b) agenda preparation for subsequent meetings
c) development of area subcommittees as needed
d) training for committee members

No Labor/Management Team will have the authority to discuss, change, modify, or infringe upon issues which are related to wages, hours, and terms and conditions of employment.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established.

Par. 3 Time off with pay may be granted to the Union President or designees to attend meetings related to labor relations such as Civil Service Merit Board meetings, AFSCME internal meetings or legislative meetings. Such time off will not exceed a combined total of eight (8) workdays in any fiscal year and will be granted provided the Union President or a designee provides a minimum of five (5) working days written notice to the Director of Labor Relations, or designee. Time off under this paragraph shall be limited, on any one (1) workday, to a total of two (2) members from HSC, one (1) from custodial and one (1) from Dining; two (2) members from Taft from different classifications; three (3) members from Housing and Dining, no more than two (2) from a single work location; and four (4) members from Building Services, a maximum of two (2) from a crew.

Par. 4 Time off without pay may be granted to additional Union representatives to attend meetings as described in Par. 2 of this Section. Such time off shall not be unreasonably withheld by the supervisor, provided the employee provides reasonable advance notice. Local Union representatives will be allowed time off without pay or be allowed to use available accumulated vacation in lieu of taking such time off without pay for legitimate Union business such as Union meetings, state, or area- wide Union Committee meetings, state, or international conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and such absence does not substantially interfere with the department's operations.

Par. 5 The Local Union Executive Board members, not to exceed ten (10) members, may attend Local #963 board or membership meetings without loss of pay for an overall total of six (6) hours per month, with reasonable advance written notice to the Employer and such absence does not substantially interfere with the department's operations. Attendance shall not be unreasonably denied.

The parties will meet to discuss establishing orderly procedures for such absences and requests.

SECTION 4 REQUEST FOR MEETING SPACE

Par. 1 Requests for meeting room space must be cleared through the appropriate department head, in advance and in writing. This provision only applies to the space available in Building Services and Residential Hall Dining. For space in the Holmes Student Center, request for space must be approved through the general office and are subject to applicable fees.

SECTION 5 MAILINGS

Par. 1 The Union shall have the right to use campus mail and telephone (local use only) in accordance with university policies/regulations and Federal statutes. Bargaining unit employees shall be assigned a University e-mail address and will be responsible for information sent by the Employer when access to such email is made readily available by the Employer.

SECTION 6 BULLETIN BOARDS

Par. 1 The Employer agrees to furnish bulletin board space in common work areas for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature or violate University policy or procedures regarding discrimination and shall not defame the Employer or any individual employed by the Employer or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social, and educational programs. All posted notices shall be signed by an officer of the Union. If there is a concern regarding political, partisan, or defamatory notices on a Union bulletin board, the Office of Human Resources Labor Relations shall contact the Union President or any officer to remove the notice.

Par. 2 The Employer will comply with all legally mandated orders to post notices and/or official Complaints via the Illinois Educational Labor Relations Board.

SECTION 7 INFORMATION PROVIDED TO THE UNION

The Employer shall provide to the Union, once a month and upon request, a complete list of the names and addresses of the employees in the bargaining unit. At the time the Employer provides such list, it shall also provide the Union, in an Excel file or other mutually agreed upon editable digital file format, the employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the Employer. In addition, within 10 calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an Excel file or other mutually agreed upon editable digital file format, the following information about the new employee: the employees' name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

Par. 2 The Union will provide the Employer with any changes in Stewards and/or officers.

SECTION 8 EMPLOYEE INFORMATION

Par. 1 The Employer agrees to provide new bargaining unit employees a copy of this Agreement at the employees' University orientation meeting.

New employees will be allowed up to one (1) hour for new employee orientation, to be scheduled within the first two (2) weeks of employment, at the worksite, without loss of pay for the employees, including those representing the Union. The days and times of new employee orientation will be jointly determined by the Union and the Employer and can be amended by mutual agreement of the parties.

Par. 3 The Employer agrees to comply with the Educational Labor Relations (115 ILCS 5/) Illinois Educational Labor Relations Act. When the Employer is required to disclose employee information as soon as practicable after receiving a request for any information prohibited from disclosure under this article, excluding a request from the exclusive bargaining representative of the employee, the Employer must provide a written copy of the request, or a written summary of any oral request, to the Union. The Employer must also provide a copy of any response it has made within five (5) business days of sending the response to any request.

SECTION 9 JURISDICTION

Par. 1 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 Employer and 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.

SECTION 10 MONTHLY MEETINGS

The Local 963 Executive Board or Stewards (not to exceed more than ten (10) at one time) will be allowed fifteen (15) minutes twice a month to meet with bargaining unit members prior to the end of shift in Building Services to discuss Union business. Meetings will be held to coincide with paydays, subject to operational need. Executive Board members or Stewards participating in these meetings must notify their Foreman of their absence and notify the crew Foreman they will be in their area. Executive Board members or Stewards are allowed fifteen (15) minutes travel time to reach the assigned area, and fifteen (15) minutes to return to their own work area.

In Dining Services, meetings will be held twice a month at a time mutually agreeable with management with no more than half the staff from each operation released at one time, subject to operational needs. Employees may attend one (1) meeting per month.

In both Dining Services and Building Services, Executive Board members, Stewards, or Union members may not earn overtime because of these meetings. Meetings are limited to one Executive Board member or Steward per meeting.

ARTICLE V DEDUCTIONS / PROPORTIONATE SHARE CLAUSE

Par. 1 The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions (including PEOPLE and dental plan) and from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. The Union shall certify the current amount of Union deductions.

Par. 2 The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of each employee, employee identification number, and the individual employee deduction(s).

Par. 3 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.

Par. 4 Deductions shall remain in effect until: (1) the Employer receives notice that an employee has revoked their authorization in writing in accordance with the terms of the authorization: or (2) the employee is no longer employed by the Employer in a bargaining unit position represented by the Union. Employee requests to authorize, revoke, cancel, or change authorizations for payroll deductions for the Union shall be directed to the Union.

Par. 5 The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reasons of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

Par. 6 The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and the laws of the State of Illinois or/and applicable laws.

ARTICLE VI HOURS OF WORK/OVERTIME

SECTION 1 WORKDAY AND WORK WEEK

Par. 1 Seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours in five (5) consecutive days shall constitute a normal week's work. Lorado Taft campus bargaining unit members and Holmes Student Center Dining bargaining unit employees are the exception to the above consecutive five (5)-day rule and may be scheduled non-consecutive workdays within the work week when such scheduling is required considering event scheduling. For purposes of this provision only, events are defined as time periods in which the Employer forecasts an increase in workplace demands which includes, but is not limited to: catered events, conferences, organized campus visits, open houses, first day of semester, etc.

The following applies to all bargaining unit employees: Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour. The employer reserves the right to schedule meal periods.

SECTION 2 CALL BACK/CALL IN

Par. 1 A call back is defined as an unscheduled assignment of work given to an employee who has left the work site. An unscheduled assignment of this nature that continuously precedes or follows an employee's regularly scheduled work hours shall not be defined as a call back. Any scheduled work hours shall not be considered a call back.

Par. 2 An employee who is called back to work after completing a regular day's work, as defined above, shall receive a minimum of two (2) hours pay at the applicable rate.

Par. 3 CALL IN PAY: An employee called ~~to~~ work on a scheduled day off shall receive a minimum of four (4) hours pay at the applicable rate.

SECTION 3 TEMPORARY SCHEDULE CHANGES

Par. 1 Except in emergency situations and as noted in Paragraph 2 below, whenever work schedules or working hours are temporarily changed, notice, in writing, of such temporary change must be given to each employee involved or posted at least seventy-two (72) hours before such temporary change becomes effective. A copy of the notice with the reasons for the temporary change and its anticipated duration shall be provided to the Union. The Union may elect to meet and discuss the temporary changes prior to the implementation date.

Par. 2 Waiter/Waitress will be provided with their work schedule each Friday prior to the following Monday-Friday work week. Changes in the weekly schedule will be communicated to employees in this classification at least twenty-four (24) hours prior to the changes, whenever possible.

Par. 3 Dining employees requesting employment in other than their own unit during student vacation periods within the academic year shall not qualify for overtime pay because of schedule change unless work is performed for more than seven and one-half (7½) hours in one day or more than thirty-seven and one-half (37½) hours in one (1) week of the new schedule.

SECTION 4 OVERTIME / DOUBLE TIME

Effective during the first pay period following the NIU Board of Trustees' approval of this agreement, not paid retroactive to July 1, 2023.

Overtime (time and one half, 1.5x) shall be paid for hours worked over seven and one-half (7 ½) regular (non-OT) hours in one (1) day or hours in approved pay status over thirty-seven and one-half (37 ½) regular (non-OT) hours in a pay status in any work week. Approved pay status is defined as an absence in which the department received a minimum of twenty-four (24) hours' notice by the employee that the employee would be absent and using paid benefit time. Any absence in which the department did not receive a minimum of twenty-four (24) hours' notice would not be considered approved for the purpose of overtime calculation, including calling in sick. In addition, hours in deduct status would not count towards overtime calculation. The Employer's approval of the bargaining unit members' use of paid benefit time for an unapproved absence is not "approval" for the purposes of determining overtime/double-time eligibility.

Employees shall be entitled to accumulate up to three (3) weeks of compensatory time off or in accordance with current University policy, whichever is greater. The established work week is Monday (starting at 12:01am) through Sunday (ending 11:59pm).

An employee must be in paid status for 37.5 regular (non-OT) hours (five (5) days working seven and one-half (7.5) hours/day) prior to their 6th and/or 7th day to be paid overtime (1.5x) on their 1st day off and/or double time (2.0x) on their 2nd day off. Hours paid as a result of an unscheduled absence will not count towards the calculation of overtime. Double (2x) the hourly rate shall be paid for all work on their seventh

day (the second regularly scheduled day off) within a work week if the employee has worked on their sixth day within that work week (the first regularly scheduled day off).

If a bargaining unit member that is eligible for overtime pay but does not work the entire scheduled shift on the first ~~r~~egularly scheduled day off, then the member will be paid at the overtime rate (not double-time) for hours worked on the second regularly scheduled day off. An exception to this paragraph would occur if the Employer reduced the scheduled OT on the sixth day due to an emergency or lack of work. In Dining Services, by mutual agreement of the employee and supervisor, the hours worked may be reduced on the sixth day without disqualifying the employee for double-time (2x) on the seventh day worked.

Additionally, daily paid overtime prior to the sixth day will NOT be used to count for weekly hours worked to get overtime on the sixth or seventh day.

University observed holidays, administrative closure days (prescheduled closures for the academic year: example: winter break), floating holidays (as scheduled by the Employer), and weather-related suspension days are considered approved absences for the purposes of overtime calculation. Weather related suspension days are an exception to the required 24-hour notice for approval.

SECTION 4B NO PYRAMIDING

Employees eligible for additional pay, including compensation for working during university closure, will receive the additional pay, time and a half, or double time – whichever is higher, but cannot receive a combination of pay of any or all of the above.

SECTION 5 TEMPORARY REASSIGNMENT

Par. 1 Employees assigned to duties outside of their current classification and in a classification carrying a higher rate of compensation shall be paid the higher rate for all work performed, whether temporary or permanent, when the assignment lasts for one (1) hour or more and then for the entire period of the assignment.

Par. 2 Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

Par. 3 Solely at the Employer's discretion, Housing and Dining employees and Holmes Student Center Food Service employees may be given the opportunity to work in other Food Service classifications, outside of their current classification, at their regular rate of pay to achieve a thirty- seven and one-half (37½) hour work week.

Par. 4 Food Service employees at the Lorado Taft Field Campus may be given the opportunity to work in other classifications, outside of their current classification, at their regular rate of pay to achieve a thirty-seven and one-half (37½) hour work week.

SECTION 6 HOLMES STUDENT CENTER

Par. 1 Overtime will be offered to bargaining unit employees before the assignment is offered to a member of management, unless operating needs dictate otherwise, i.e., high-end functions. For building service workers in the HSC, after exhausting the list of managers and lesser bargaining unit members, overtime will be offered to the greater bargaining unit members.

Par. 2 Overtime will not be offered to students or extra help at any time before the assignment is offered to bargaining unit employees.

Par. 3 All concerns should be brought to attention of management immediately. All parties will work to resolve issues in an expeditious manner.

Par. 4 All employees will be provided with their work schedules each Friday prior to the following workweek. Changes in the weekly schedule will be communicated to employees at least forty-eight (48) hours prior to the changes, whenever possible except in emergency situations. Examples of emergency situations are a last-minute catered event or employee shortage due to sickness or personal emergency.

ARTICLE VII OVERTIME CHARTS

SECTION 1 EQUALIZATION

Par. 1 The Employer will attempt to equate overtime hours earned through the use of overtime charts**.** Overtime hours accrued will be posted each pay period showing the previous cumulative overtime hours for each employee. For building services, new overtime charts will be established on a seniority basis on September 1 of each year. For dining, each year on August 16, the equalization is reset for the upcoming year. Refusals to work overtime will be indicated on the appropriate chart as actual overtime hours earned, however, if an employee cannot be contacted for overtime, the Employer will contact the next eligible employee and the employee not contacted will not be charged for overtime hours earned. Employees that: refuse to work overtime, receive a suspension or are "cannot locate" will be credited with overtime hours earned. For building services only: a "cannot locate" is defined as a no response to the Employer's effort to contact the bargaining unit employee within three (3) hours of the employer's attempt.

Par. 2 Building Services

1. The Employer will attempt to equate overtime hours earned on a pay period basis through the use of overtime charts. Overtime will be offered first by building, then by logical unit, then by utilizing the volunteer list for the applicable area. New overtime charts will be established on a seniority basis on September 1 of each year.

2. Logical unit is defined as building, location and/or common work area.

3. Volunteer lists and equalization charts will be maintained for overtime work performed in the Northern View Community, for Sports Activity, and for snow removal. The volunteer list will be posted in a community/accessible area in Building Services West, and employee break rooms. Volunteers will be expected to be able to perform the full range of duties assigned to those positions.

4. If a volunteer does not report to work as scheduled nor call to report their absence, their name will be immediately removed for the remainder of the year. The supervising foreman will notify both management and the union of their removal.

5. Employees may sign up/register for volunteer overtime during the week of the August bid meeting. Registration will end at the close of the bid meeting.

6. Probationary employees will not be added to the crew equalization, or the volunteer equalization charts for their first three (3) months in probationary status. Probationary employees will be eligible to work overtime if both the crew equalization chart and the volunteer equalization chart have been exhausted. After completing three (3) months of service as a probationary Building Service Worker, the employee will automatically be added and averaged into both crew equalization and volunteer equalization overtime charts.

Par. 3 Campus Dining Service
Housing and Dining employees will be offered and/or assigned the available time in the following manner:

1. Non-scheduled less than 100%
2. Employees at one and one half time
3. Employees at double time
4. Employees within the unit already scheduled

Par. 3A For purposes of assisting in home unit training of new employees, overtime may be offered to home unit employees first.

Par. 4 For the Campus Child Care Center, overtime will be offered to bargaining unit members who are permanently and regularly assigned to duties in the Campus Child Care Center. This provision does not prohibit the bargaining unit member who is permanent and regularly assigned to duties in the Campus Child Care Center to volunteer for overtime that is available to the remainder of the bargaining unit members.

SECTION 2 PROBATIONARY EMPLOYEES
Par. 1 Probationary employees are not offered overtime or listed on the overtime chart during the first three (3) months of the probationary period. However, probationary employees may be offered overtime within their home unit after the overtime chart is exhausted. Probationary employees will be offered overtime and listed on the overtime chart after three (3) months and credited with the average hours of overtime worked as defined by appropriate unit in Section 5, Paragraph 2 of this Article.

SECTION 3 TRANSFERS
Par. 1 Employees transferring from one unit to another will be credited with the average amount of overtime worked within that unit and new employees will be credited with the average hours worked as of the hiring date.

SECTION 4 EMPLOYEES NOT DESIRING OVERTIME
Par. 1 Employees not desiring overtime work shall, in writing, notify the supervisor. However, after the list of employees desiring overtime has been exhausted, operating needs of the department shall be satisfied utilizing inverse seniority to determine who shall perform the work.

SECTION 5 OVERTIME CREDITS
Par. 1 Employees on vacation, sick leave, or other approved leaves, or absent due to job-incurred injury will not be credited with any overtime hours posted during such absences.

Par. 2 Within Building Services and Lorado Taft Field Campus, new or returning employees shall be credited with the average number of hours worked by other employees in the same classification within their home unit. Within Housing and Dining and Holmes Student Center Food Service, new or returning employees shall be credited with the average number of hours worked by other employees in the same classification. Holmes Student Center shall be considered a lesser unit as defined by the State Universities Civil Service System Statute and Rules.

ART. VIII SENIORITY / JOB BIDDING AND BUMPING

SECTION 1 SENIORITY AND JOB BIDDING
Par. 1 Seniority shall be by classification and shall prevail in regard to layoff, vacation periods, days off, working shift, building(s) and work areas(s). Only by mutual agreement between the Union and the Employer can changes or deviations occur effecting the following job bidding and job bumping procedures.

Par. 2 Job bidding is the process of selecting from available hours of work, days off, building(s) and work area(s) by an employee based upon seniority. The Employer shall determine the available hours of work, days off and work areas, ten (10) days prior to each bid meeting. The Employer shall not permanently change the hours of work or days off bid by employees prior to the next bid meeting, unless agreed to by the Union.

Par. 3 All bidders must be in work status at least one (1) day prior to a bid meeting in order to bid. A bid may not be placed when on a continuous leave.

For dining: All bidders must be in work status at least one (1) day prior to a Bid meeting in order to bid. A bid may not be placed when on a continuous leave.

Par. 4 All positions at the Campus Child Care Center will be subject to an additional background check required by law and other DCFS requirements.

SECTION 2 JOB BIDDING PROCEDURES

Par. 1 Job Bidding Procedures: Permanent new and vacant positions released to be filled in Building Services shall be bid at a bid meeting to be held within the first ten (10) workdays of each January, April, and August. Additional bid meetings will be held in Building Services whenever five (5) or more Building Service Worker positions are released to be filled. In Building Services, a medical or other leave that is sixty (60) or more continuous days will result in the release of a held bid position, and it will be made available for bid at the next scheduled bid meeting. The Union President will be notified as positions within the bargaining unit are released. Permanent new and vacant positions released to be filled in Food Services shall be filled at a bid meeting to be held within ten (10) workdays of the occurrence of the vacancy. The ten (10) days may be extended by mutual agreement. Bid notices containing location, date and time of the meeting, the hours of work, the days off, building(s) and work area(s) shall be posted on appropriate bulletin boards seven (7) calendar days prior to the meeting and a copy shall be sent to the Union. Positions, which become available at the meeting, will be bid.

At Lorado Taft Field Campus, a vacancy notice will be posted in the appropriate unit, e.g., Food Service or Building Maintenance, immediately upon the position being released to be filled. Employees within the classification to be filled will have seven (7) calendar days to indicate their written bid for the position to the appropriate supervisor. The senior employee upon bid will be awarded the position and this bid procedure will continue until all vacancies are filled.

Par. 2 On the basis of seniority, an employee, or the union, on behalf of an employee, will be entitled to one (1) successful bid at the meeting, with the exception of Housing and Dining Kitchen Helpers. A successful bidder will be entitled to one (1) subsequent bid for another position put up for bid at the same bid meeting.

SECTION 3 PROBATIONARY EMPLOYEES

Par. 1 Probationary employees are denied bidding privileges and bid meeting attendance. The Employer will consider a probationary employee's request for a position, which was not bid at the meeting. A position assigned a probationary employee will be considered a vacancy and subject to the bid procedure if the employee filling the position is reassigned during the probationary period. A position not filled prior to the next bid meeting will be subject to rebid.

Par. 2 An employee's probationary period shall be the first six (6) months of employment in a classification. Probationary employees are entitled to Union representation. Probationary employees shall be evaluated by their supervisor within three (3) and six (6) months of their hire date.

SECTION 4 CHANGE IN JOB BIDS

Par. 1 Seniority shall be the determining factor in awarding job bids. Management, after consulting and reaching agreement with the Local Union Executive Board, will have the right to reassign employee(s).

In dining: Seniority shall be the determining factor in awarding job bids. Management, after consulting and reaching agreement with the Local Union Executive Board, will have the right to permanently reassign employee(s).

SECTION 5 BUMPING PROCEDURES

Par. 1 A bid meeting shall be held no more than one (1) calendar week before a bump meeting. A status employee whose position is abolished, who is bumped from a position under this Section or whose hours or days off are changed may choose to retain the changed position or may choose any available vacancy released to be filled at the bid meeting or may bump the least and lesser senior employee on any shift. In Food Service, the shifts are the early shift, middle shift, and the late shift. If an abolished position is reinstated within one (1) year, the previous incumbent may take the position. Any vacated position which occurs due to an employee exercising right listed above will be considered vacant for bid purposes.

SECTION 6 HOLMES STUDENT CENTER

Par. 1 Holmes Student Center shall be considered a lesser unit for purposes of seniority in the following classes: Building Service Worker, Cook, Cooks Helper and Food Service Stores Laborer, unless employees vote otherwise in accordance with State Universities Civil Service Procedure.

SECTION 7 BID MEETINGS

Par. 1 Bid and bump meetings shall be conducted during normal first shift working hours and employees will not be docked for their attendance.

SECTION 8 TEMPORARY CHANGE IN JOB BIDS

Par. 1 If, due to normal operational needs, it is necessary to assign employees out of their building(s), the Employer will seek volunteers from the affected work group and seniority shall prevail among those workers volunteering for the temporary assignment. Lacking enough volunteers, assignments will be made using inverse seniority on a rotating basis. Building Service Workers subject to a temporary change out of their bid building(s) shall be instructed by the supervisor as to the duties to be completed with regard to the temporary change. No temporary change shall exceed thirty (30) calendar days.

Par. 2 Building Service Workers assigned within their bid building(s) to cover for absent employees shall be instructed by the supervisor as to the duties to be completed with regard to the temporary change. Such assignments shall be distributed as equally as possible during each month.

SECTION 9 FLEX POSITIONS

Par. 1 Flex positions for the purpose of this Agreement are those positions which are for less than twelve (12) months duration.

Par. 2 Unless bid by the Employee, no status Employee with a twelve (12) month appointment will be assigned to a flex position.

SECTION 10 EXCLUSIONS

Par. 1 The provisions contained in Article VIII, Sections 1-9 shall not apply to employees in the Waiter/Waitress classification.

ARTICLE IX CLASSIFICATION/JOB ASSIGNMENTS

SECTION 1 JOB DESCRIPTION

Par. 1 Any bargaining unit employee will be provided with a copy of their job description upon written request by the employee to Human Resources. Should no current job description be on file in Human Resources within ten (10) days of the request, a current description, signed by both the employee and the supervisor will be given to the employee.

SECTION 2 ASSIGNMENTS WITHIN JOB CLASSIFICATIONS

Par. 1 Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned their classifications. The phrase "related duties as assigned" includes only those duties closely related to those defined in the class specifications.

Par. 2 Building Service Workers required outside duties are limited to:

1. Cleaning ash urns
2. Exterior doors and windows
3. Snow removal
4. Cleaning of Huskie Stadium
5. Removal of trash from inside buildings in accordance with current practice
6. Power washing building entrances (see attached MOU dated 3/21/2012)

SECTION 3 VACANCIES AND PROMOTIONS

Par. 1 The Employer agrees to encourage promotion from within the Employer by encouraging departments to select current employees for promotional opportunities when other factors appear to be relatively equal. Employees who file a Request to Test form in accordance with the Testing deadline shall be allowed to take the appropriate examination prior to request for referrals and filling the position.

SECTION 4 INTERVIEWS AND TESTS

Par. 1 Employees will be granted time off with pay to interview or test for positions within Northern Illinois University (provided that such tests or interviews cannot be conducted at times other than working hours), including all time required for traveling to and from the test or interview. It is understood that such time off must be with supervisory approval, subject to operational need, which will not be unreasonably withheld and provided the employee provides reasonable notice to the supervisor.

ARTICLE X DISCIPLINE/DISCHARGE

SECTION 1 DEFINITION

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause commensurate with the offense. Disciplinary action or measures include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

SECTION 2 MANNER OF DISCIPLINE

Par. 1 Discipline shall be imposed as soon as reasonably possible following the Employer becoming aware, or if applicable, investigating the circumstances giving rise to the discipline. When the employee is notified by the supervisor of an intent to recommend discipline, the employee will be notified of their right to Union representation. It is the employee's responsibility to request union representation when the

discipline is officially served on the employee. If the steward requested is unavailable, the serving of discipline shall be postponed until a Union officer is notified. A copy of all discipline served shall be given to the Union. The Union may elect to be present when discipline is served upon the employee, if requested by the employee. An oral warning to be considered as such shall be documented by written notification to the employee and the Union.

Par. 2 Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances. Discipline shall not be imposed in a manner intended to embarrass the employee. Management will not discipline employees in the presence of other employees, the public, students, faculty, or staff. Supervisors and bargaining unit employees will endeavor to communicate in a courteous manner.

SECTION 3 INVESTIGATORY INTERVIEWS

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the Union at any such interviews or meetings. The Employer will notify the employee of the right to Union representation before the interview begins.

SECTION 4 REMOVAL OF DISCIPLINE

When disciplinary action is imposed, the Employer shall notify the employee and the Union of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense. Oral and written reprimands will no longer be considered in the progressive discipline process after one (1) year has elapsed provided no further related reprimands have been issued in that time frame. Suspensions shall no longer be considered in the progressive discipline process after two (2) years has elapsed provided no further related reprimands have been issued in that time frame.

SECTION 5 CRIMINAL INVESTIGATIONS

This section shall not apply in cases of investigations or arrest for a violation of criminal statute. If discipline (as defined in Paragraph 1) is imposed on the employee, this section shall apply.

SECTION 6 POLYGRAPH EXAMS

No Employee shall be required to take a polygraph exam for any matter pertaining to continued employment.

SECTION 7 DISCHARGE

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

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

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e) (1) through (7).

2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining Agreement with respect to said 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 XI GRIEVANCE PROCEDURES

SECTION 1 DEFINITION

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 or arising out of matters controlled by the Employer, which directly affect wages, hours, terms, and conditions of employment, including corrective action. The acceptance by the Employer of a grievance under Sections 2 and 3 of this Article is not an agreement by the Employer that the grievance is subject to arbitration under Section 4.

Par. 2 The purpose of the grievance procedure is to secure a fair and equitable resolution at the lowest possible level. Both parties shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative, and harmonious manner possible.

SECTION 2 PROCEDURES

Par. 1 All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. The Employer may accept grievances filed by the Union at Step 3 or refer Union grievances to Step 1 or Step 2.

Par. 2 An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. The Union shall be notified prior to all grievance meetings and shall have the right to be present at all grievance meetings. If an employee elects to be represented by the Union and agreement is reached, such agreement shall be reduced to writing and the written agreement shall be binding on the parties.

SECTION 3 TIME LIMITS

Par. 1 The union has ten (10) business days from the time of the infraction to file a grievance. The time limits herein set forth may be extended by mutual consent of both parties. 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. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance withdrawn by the Union and/or grievant. For the purposes of the grievance procedure, workdays are considered to be Monday through Friday.

> **Step 1:** Employee-Supervisor Discussion. An employee who has a request or complaint shall discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union. This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most daily employer-employee problems. If, however, a request or complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance.

Within Building Services and HSC Custodial, the Building Service Foreman shall be designated as the immediate supervisor. Within Housing and Dining and HSC Food Service, the immediate supervisor is defined as the senior Food Service Administrator in the area.

Step 2: If the matter is not resolved at Step 1 and the grievant wishes to appeal the matter to Step 2, a formal grievance shall be submitted in writing to the area Vice President or designee within five (5) workdays of the immediate supervisor's oral response. Within ten (10) days of the presentation of the grievance, 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.

Within Holmes Student Center. the Student Center Director, or designee, is the defined department head; within Building Services, the department head is defined as the area Vice President, or designee; within Housing and Dining, the department head is defined as the Vice President, Student Affairs, or designee. At Lorado Taft Field Campus, the department head is defined as the Director, Lorado Taft Field Campus, or designee.

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 to the Director of Labor Relations, or designee, within ten (10) workdays after the department head's written response. The Director of Labor Relations or designee, within ten (10) workdays, shall schedule a meeting with the department representative(s) and the grievant along with their representative, if any, at a time mutually agreeable to the parties. The Director of Labor Relations or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

Par. 2 In addition to the Union representative(s) mentioned in this Section, the Local Union President or designee may attend grievance meetings and be given paid time off for such meetings.

Par. 3 The Employer shall notify the Local President, in writing, or the designated representatives of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify the Employer, in writing, of the designated stewards in each area.

Pre-Arbitration Mediation

If the grievance is not satisfactorily resolved at Step 3, the Union may request to advance the grievance to mediation within ten (10) workdays of the Step 3 response or the date on which such response was due, whichever occurred first. Mediation shall be requested by written notice to the Director of Labor Relations, or designee. The Union and the Director of Labor Relations, or designee, upon mutual agreement, shall then jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to the parties. More than one (1) grievance may be submitted to the same mediator if the parties mutually agree in writing. In the event of a unilateral or mutual waiver, the grievance may be advanced directly to arbitration as set forth below.

SECTION 4 ARBITRATION

Par. 1 If the grievance is not settled at Step 3 or at pre-arbitration mediation**,** the Union may present the grievance to the Director of Labor Relations, or designee, for arbitration within ten (10) workdays after receipt of the Step 3 response. A representative of the Labor Relations shall schedule a meeting with the Union and appropriate departmental personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time mutually agreeable to the parties and within fifteen (15) days of receipt of notice to arbitrate.

Par. 2 The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. The cost of services of the arbitrator, court reporter, transcripts and 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. 3 The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, except as they may be applicable to this Agreement. Board of Trustees Regulations and By-Laws, University Rules and Policies, laws of the United States and the State of Illinois, Rules and Regulations of administrative agencies are not subject to arbitration. The dismissal of a probationary employee is not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

ARTICLE XII PERSONNEL FILES

Par. 1 Employees shall be entitled to full access to their personnel files as prescribed in prevailing state statute. Such reviews shall be made at a mutually agreeable time at Contracts, Records and Reports during working hours with no loss of pay.

Par. 2 An employee's supervisor's file shall contain job related information only. Employees will receive a copy of their annual evaluation and any materials used to support such. The supervisor shall offer constructive suggestions, if a problem is indicated, and shall attempt to aid the employee in resolving the problem(s) through the use of standardized training programs as determined by the management.

Par. 3 Employees and their authorized representatives (with written consent from the employee) shall be entitled to access to their own employee file containing information related to a work-related injury or illness, provided the author of the requested document has signed an appropriate release form. Copies of records are the expense of the employee or their authorized representative.

ARTICLE XIII HEALTH AND SAFETY

SECTION 1 GENERAL PROVISIONS

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

Par. 2 The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Par. 3 An employee shall immediately report any unsafe working condition or work practice to the immediate supervisor. If the matter is not resolved, it will immediately be taken by the Union to the Employer Safety Officer.

Par. 4 The Employer shall not require employees to work in unsafe and unhealthful environments. The Employer and the Union will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation, and workplace violence including but not limited to interpersonal violence.

Par. 5 Any protective devices/clothing required by the Employer necessary to preserve the health and safety of employees shall be furnished by the Employer without cost to the employee. All employees shall be provided information on all toxic substances in the workplace as required by law.

Par. 6 The Employer and AFSCME recognize the value of counseling and assistance programs to those employees who have personal problems, which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and AFSCME will, therefore, work collectively to support the Employee Assistance Program.

SECTION 2 ADA PROCEDURES

Par. 1 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. 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 Education Labor Relations Act.

Par. 2 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.

SECTION 3 WORKERS COMPENSATION

Par. 1 Employees who have utilized accumulative benefits and/or extended illness leave while awaiting a determination from the Illinois Workers Compensation Commission and/or the Central Management Services Division of Risk Management as to their eligibility for workers compensation, within thirty (30) days of qualification for disability or within thirty (30) days of a settlement being rendered by Workers Compensation, may opt in writing to purchase back utilized University benefits on a dollar for dollar basis. The employee must provide a doctor's justification for utilization of university benefits as is the current practice. It is clearly understood that employees must purchase non-accumulative benefits used (e.g., extended illness leave) prior to being allowed the purchase of accumulative benefits used.

SECTION 4 WORKLOAD CONSULTATION

Par. 1 With the exception of emergency circumstances, when bargaining unit employees are assigned a significant increase in workload in their normally bid position, within five (5) workdays, the employee may request a meeting in order to have a discussion with their supervisor about their altered work priorities in order to accommodate the increased workload, and/or determine how the work will be accomplished as determined by the Employer. Such requests may be granted by the department or appealed for an evaluation by the departmental representative in coordination with the Manager of Labor Relations to determine the actual significance of the assignment. In the event that such a meeting is scheduled, the employee shall have the right to request a Union representative and/or the Director of Labor Relations in the meeting to help facilitate communication and problem-solving efforts. The Employer reserves the right to assign work in accordance with Article III.

SECTION 5 EXTENDED ILLNESS LEAVE

To be eligible for a paid benefit of extended illness leave, the employee must be on an approved continuous FMLA.

ARTICLE XIV WAGES

SECTION 1 FY2024 SALARY LEVELS

Effective July 1, 2023, members with less than four (4) years of service in a classification represented under this CBA will be placed on the following wage scale or receive the July 1, 2023 campus increment to their June 30, 2023 pay rate (subject to the same eligibility guidelines applied to the campus), the greater of the two (2) but not both. The wage scale is based on years of service in the department.

Effective July 1, 2023, members with four (4) years of service in a classification represented under this CBA will be placed on the following wage scale or receive 8% wage increase to their June 30, 2023 pay rate (instead of the July 1, 2023 campus increment), the greater of the two (2) but not both. This increment is a one-time across the board application to eligible members based on years of service in the department at the time of the effective date (July 1, 2023).

Bargaining unit members are eligible for retroactive pay only if they are both currently in a civil service classification represented by this agreement and are employed at NIU on the date that the NIU Board of Trustees approves this agreement.

Title	**Start Rate**	**3 Yr Rate**	**4 Yr Rate**
Building Service Worker	$19.00	$21.37	$22.24
Cook (Culinary Worker III)	$18.50	$20.81	$22.53
Cooks Helper (Culinary Worker II)	$17.00	$19.12	$20.49
Kitchen Helper (Culinary Worker I)	$16.00	$18.00	$18.73
Food Service Cashier	$16.00	$18.00	$18.73
Grill Cook	*$0.00*	*$0.00*	*$0.00*
Food Service Sanitation	$17.50	$19.69	$21.50
Food Service Stores Laborer	$19.00	$21.37	$23.57
Maid	$16.00	$18.00	$18.73
Snack Bar Attendant	$16.66	$18.74	$19.50
Waiter/Waitress	$16.00	$18.00	$18.73
Baker II (Culinary Worker II)	$17.00	$19.12	$20.49
Baker III (Culinary Worker III)	$18.50	$20.81	$22.53
Storekeeper I at HSC	$16.00	$18.00	$18.73
Equip Serv Worker	$26.00	$29.25	$30.44

Loredo Taft	**Start Rate**	**3 Yr. Rate**	**4 Yr. Rate**
Maintenance Repair Worker	$22.40	$25.20	$26.63
Food Service Sanitation Laborer	$17.50	$19.69	$21.50
Cook	$18.50	$20.81	$22.53
Staff Nurse I	$26.50	$29.25	$31.00

Changes to differentials are effective on hours worked during the first full pay period after the NIU Board of Trustees Meeting in which this contract is approved; differential pay is not retroactive to July 1, 2023.

Par. 2 Employees whose work shift begins between 3 p.m. and 9:59 p.m. will receive regular pay plus a $.60 per hour night differential for each hour worked.

Par. 3 Employees whose work shift begins between 10:00 p.m. and 3:00 a.m. will receive regular pay plus a $.90 per hour night differential for each hour worked.

Par. 4 Should the Employer revise the differential policy for all University employees during the term of this agreement, the change(s) shall apply to bargaining unit members.

Par. 5 Building Service Workers when assigned to move items, including but not limited to mattresses, air purifiers, heavy furniture, microwaves, mini refrigerators (including microwave and mini fridge combos), for a continuous period of one (1) hour or more shall receive regular pay plus $1.50 per hour differential. The differential will not be paid for the setup of chairs and light equipment. Set ups normally performed by Building Service Workers at Holmes Student Center are not included in this provision. The employee's supervisor must approve any and all assignments before a differential will be paid.

SECTION 2 WAGE INCREASES – SUCCEEDING YEARS

In addition to above Step Plan, bargaining unit employees will receive:

FY 2025	3% across the board increase or campus wide increase, greater of (eff. 7/01/2024)
FY 2026	3% across the board increase or campus wide increase, greater of (eff. 7/01/2025)
FY 2027	3% across the board increase or campus wide increase, greater of (eff. 7/01/2026)
FY 2028	3% across the board increase or campus wide increase, greater of (eff. 7/01/2027)

SECTION 3 – ADVANCEMENT

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

Par. 2 Except for a promotion within the promotional line, the employee's pay level and advancement are determined by date of employment in the department. Employees promoted within the promotional line will receive rates in accordance with the "Pay Level" of the employee's pay at the time of the promotion. Example: A Cook's Helper earning $13.02 per hour who is promoted to a position of Cook will receive $14.26 per hour. Any employee who accepts a position out of the promotional line will be paid Minimum Level wages for the new classification, but still must serve an additional probationary period in accordance with State Universities Civil Service System Statute and Rules.

Par. 3 Lorado Taft Field Campus shall be considered a separate campus for level advancement purposes and only seniority earned on the Lorado Taft Field Campus shall apply. Holmes Student Center shall be considered a separate campus for level advancement purposes and only seniority earned on the Holmes Student Center shall apply.

ARTICLE XV BENEFITS

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

Par. 2 Employees required to work on Board or University designated holidays will receive the regular rate of pay plus one and one-half (1 ½) times the regular rate of pay for all hours worked. Employees' regular working schedules will determine holiday employment.

ARTICLE XVI NO STRIKE/NO LOCKOUT

SECTION 1 NO STRIKE

Par. 1 During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy

strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2 NO LOCKOUT

Par. 1 The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as result of a labor dispute with the Union.

ARTICLE XVII ENTIRE AGREEMENT

SECTION 1 DURATION/TERMINATION

Par. 1 This Agreement is effective upon ratification/approval of both parties and expires 11:59 p.m. June 30, 2028. No earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

SECTION 2 AUTHORITY

Par. 1 This Agreement shall not supersede:

1. Applicable Federal and State laws as such laws may become amended from time to time;

2. Rules of Federal and State agencies which have the force and effect of law; as such may be amended from time to time;

3. Board of Trustees Governing Policy, By-Laws, and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;

4. Policies, procedures, and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

Par. 2 This Agreement and attached MOUs constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union, and employees. This Agreement expresses all obligations of, and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. In accordance with the Illinois Educational Labor Relations Act and applicable law, nothing herein shall be deemed or otherwise construed as a waiver of the Union's right to bargain over any changes in working conditions that arise during the term of this Agreement.

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

ACCEPTANCE BY THE PARTIES

In witness whereof, the parties hereto have executed this Agreement by their duly authorized officers and representatives:

AFSCME, Local 963

[Signature redacted]

Rick Surber
AFSCME, Council 31
Staff Representative

Bargaining Committee:

[Signature redacted]

Patrick Sheridan, President

[Signature redacted]

Jason Williams, Vice President

[Signature redacted]

Adam Harper, Secretary

[Signature redacted]

Aaron Sebourn, Treasurer

[Signature redacted]

Andy Peccarelli

[Signature redacted]

Paul Knigge

[Signature redacted]

Priscilla Kapraun

Northern Illinois University

[Signature redacted]

Jesse Pérez, EdD, JD
Chief Negotiator
Director, Employee & Labor Relations
Office of General Counsel

[Signature redacted]

John Acardo
Senior Associate Vice President &
Chief Human Resources Officer