



American Federation of State, County and Municipal Employees,  
AFL-CIO, Council 31 on behalf of Local 963 Health Services



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NORTHERN  
ILLINOIS  
UNIVERSITY

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Contract with the Board of Trustees,

Northern Illinois University

7/1/2019-6/30/2020

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## Article 1 – 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:

Included: All full and regular part time professional and non-professional employees of Northern Illinois University Student Health Services including: Benefits Counselor, Account Technician, Information Technology Support Specialist, Patient Unit Clerk, Patient Unit Clerk II, Staff Secretary, Transcriptionist, Medical Records Technician, Medical Technician, Medical Technician I, Medical Technician II, Medical Assistant, Ambulatory Care Aide, Ambulatory Care Aide I, Ambulatory Care Aide II, Medical Radiographer Specialist, Medical Radiographer, Licensed Practical Nurse, Licensed Practical Nurse I, Licensed Practical Nurse II, Advanced Practice Nurse, Nurse Practitioners, Registered Nurse, Nursing Coordinator, Staff Nurse II, Registered Pharmacist, Pharmacy Supervisor, Pharmacy Technician, Laboratory Medical Technician, Laboratory

Supervisor, Laboratory Medical Assistant, Nutritionist, Registered Dietician, Physical Therapist (see December 2008 MOU attached for clarification)

Included: \*\*

All full and regular part time professional and non- professional employees of Northern Illinois University

Student Health Services including:

- Benefits Counselor Medical
- Office Assistant Medical
- Office Associate Medical
- Transcriptionist I Medical
- Transcriptionist II Medical
- Records Technician
- Medical Laboratory Technician I
- Medical Laboratory Technician II
- Medical Laboratory Technician III
- Medical Assistant
- Medical Radiographer I
- Medical Radiographer II
- Medical Radiographer Specialist
- Licensed Practical Nurse I
- Licensed Practical Nurse II
- Nurse Practitioner
- Staff Nurse I
- Staff Nurse II
- Pharmacist
- Pharmacy Supervisor
- Pharmacy Technician I
- Medical Technologist I
- Medical Technologist II
- Medical Technologist III
- Dietician Nutritionist
- Physical Therapist
- Phlebotomist I
- Phlebotomist II

Excluded:

Excluding physicians and supervisors, managerial, confidential, short term employees, and students, as defined in the Act.

## Section 2 - New Classification

Par. 1 When the Employer institutes a new Civil Service classification within Health Services, and the Union believes the new classification may be appropriate to the Health Services bargaining unit, or the Union seeks to add to the bargaining unit a position classification which may be appropriate to the Health Services

bargaining unit, the parties agree to meet at the request of the Union to discuss the inclusion of the classification in the bargaining unit. Should the parties agree that the new classification falls within the scope of the Health Services bargaining 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 a change in title of a classification in the bargaining unit by the State Universities Civil Service System shall not remove the classification from the bargaining unit as long as the duties and responsibilities of the classification remain essentially the same.

Par. 3 The Employer shall notify and discuss with the Union its intent to abolish or merge existing classifications within the Health Services bargaining unit.

## Article 2 - General Provisions

### Section 1 - Non-Discrimination

Par. 1 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 and 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 non-discrimination, equal opportunity and affirmative action.

Par. 2 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.

### Section 2 – Work Rules

Par. 1 With the exception of the express provisions of this Agreement, during the term of this Agreement, the Employer agrees not to adopt or enforce policy or rule changes related to wages, hours, terms and conditions of employment pertaining to Health Services bargaining unit which would adversely affect only the employees covered by this Agreement, except by mutual agreement of the parties.

### Section 3 - Physical Examinations

Par. 1 An employee required by the Employer to undergo a physical examination outside regular scheduled working hours shall be paid one and one-half (1 1/2) times the regular rate of pay for all time so spent provided a physicians statement of time is provided to the supervisor.

### Section 4- 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.

### Section 5 - Working Papers

Par. 1 At least annually the University will provide the union a copy of the working papers as soon as practicable when they become available. The union will pay for normal reproductive costs of the copy.

### Section 6 - Signing and Printing the Agreement

Par. 1 The University shall be responsible for reproducing a sufficient number of copies of this Agreement for all bargaining unit employees. The Employer will post the Agreement on the Human Resource Services web site no later than thirty (30) days after approval by the Board of Trustees and shall print and distribute the contract no later than sixty (60) days from the date the agreement is signed by the Board of Trustees, or designee. These time limitations may be subject to change upon mutual agreement by the parties.

### Section 7 - Subcontracting

Par. 1 It is the General Policy of the Employer to utilize employees to perform work appropriate to the employee's 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 such employees positions the Employer is currently seeking to fill at the same or comparable pay rate if possible.

### Section 8 - Layoff

Par. 1 Employees to be laid off shall be given fifteen (15) 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 thirty (30) days prior to the intended effective date of a planned layoff. If requested by the Union in writing 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 System Statute and Rules.

### Section 9 - Parking Permit Rates

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

## **Article 3 - Vacation Requests**

Par. 1 Within the total amount accumulated, Health Services operations permitting, vacation leave may be granted by the designated supervisor upon advance request of the employee. In determining whether to give such approval, the supervisor will take into account staffing requirements needed to insure necessary continuity of operations. When such leave is necessary to handle urgent personal or emergency situations

that are beyond the control of the employee and that arise too suddenly to permit advance approval, the employee may be granted post-approval by the supervisor, who may require clarification of such situations.

Par. 2 Leave for vacation purposes will be arranged subject to the operational needs of the University and Health Services. Each designated supervisor is responsible for vacation scheduling within their area of responsibility subject to operational needs of Health Services as determined by the Director of Health Services or designee to ensure staffing requirements necessary to insure continuity of operations.

The Director of Health Services or designee shall make every reasonable effort to accommodate employees advance requests for vacation days regardless of the month in which they are requested. Cancellation of approved vacation requests which would result in a financial loss and/or prevent the employee from attending to important personal events shall be only denied in the most extreme emergencies and shall be subject to an expedited grievance procedure agreed upon by the parties to permit the timely resolution of the dispute.

The parties agree absent personal emergency, vacation days will not be granted on the two employee in-service days scheduled every academic year.

Par. 3 All employees may take vacation leave in hundredth-hour increments.

Par. 4 Designated supervisors may approve vacation usage only up to the amount accumulated by an employee. An employee cannot borrow from, use, or loan another employee earned benefits, except as provided by the University Sick Leave Bank policy, which establishes a sick leave pool.

## Article 4- Management Rights

### Section 1 - 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.
- Determine and implement standards, methods, and priorities of medical services, treatment, and care for the Health Services division.

### Section 2- Bargaining Unit Positions Incorporating Supervisory Responsibilities

Par. 1 For the following designated classifications, supervisory responsibilities shall be performed pursuant to the most current job description and expressly as determined by the Director, Health Services:

Laboratory Supervisor (Medical Technologist III)  
Medical Radiography Specialist  
Pharmacy Supervisor  
Staff Nurse II

The Health Services administration reserves the right to modify, eliminate, or reassign supervisory duties so long as any such duties allocated to a bargaining unit position remain consistent with the classification specification.



## Article 5- 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 other Union official who is not an employee of the University wishes to visit or inspect a work area or meet with University representatives, the person shall inform the Manager, Labor Relations of the intended meeting or visit. Visits to restricted areas shall be arranged with the Manager, Labor Relations and Director, Health Services, to avoid disruption of Health Services operations.

### Section 3- Time *Off* for Union Activities

Par. 1 With supervisory permission, which shall take into account the reasonable operating needs of the Employer, employees who are members of the Health Services bargaining unit as defined in the Recognition article of this Agreement, and acting in the capacity of representatives, stewards, witnesses or grievants may be permitted time off with pay during their respective working hours to:

- a) attend Health Services grievance hearings (1 Health Services representative)
- b) attend Health Services suspension hearings and discharge proceedings (1 Health Services representative)
- c) attend Health Services contract negotiations (2 Health Services employees)
- d) attend Health Services labor management meetings (3 Health Service employees from three separate Health Service work units)

Par. 2 The Employer and the Union agree to hold labor management meetings quarterly, or as necessary, at a mutually agreed upon time. The parties will exchange agenda items at least five (5) work days in advance. Should no agenda items exist, a meeting will not be held.

Par. 3 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.

Par. 4 Time off with pay, subject to operational needs, may be granted to the Local 963 Union President, Chapter Chair, or a designee(s) (who is a member of the Health Services bargaining unit) to attend meetings related to labor relations matters concerning the Local, such as Civil Service Merit Board meetings, AFSCME internal meetings or legislative meetings. Such time off shall not exceed four (4) work days in any fiscal year and may be granted provided the Local 963 Union President, Chapter Chair, or a designee provides a written request to the unit supervisor and the Director of Health Services, or designee with a minimum of ten (10) working days notice. Any time off cited in this paragraph must be approved by the employee's supervisor and reported in writing to the Manager, Labor Relations.

Par. 5 A Local Union Executive Board member or designee, not to exceed one (1) member from Health Services may attend Local #963 board or membership meetings without loss of pay for an overall total of three (3) 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.

Par. 6 With supervisory permission, which shall take into account the reasonable operating needs of the Employer, time off without pay may be granted to additional Health Service bargaining unit representatives to attend meetings as described in par. 2 of this Section, provided the representative provides five (5) work days advance notice.

#### Section 4 - Requests for Meeting Space

Par. 1 Requests for meeting room space within the Health Services building must follow procedures established by Health Services administration. Requests for meeting room space on campus, but outside Health Services shall be requested in writing through the Manager, Labor Relations.

#### Section 5- Mailings and Telephone

Par. 1 The Union shall have the right to use campus inter-office mails and telephone (local use only) in accordance with University policies/regulations and Federal statutes (as may be amended from time-to-time). Bargaining unit employees shall be assigned a University e-mail address.

#### 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 University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections and appointments, results of Union elections, recreational, social, and educational programs. All posted notices shall be signed by an officer of the Union. If there is a concern regarding political, partisan, or defamatory notices on a Union bulletin board, the Office of Labor Relations, shall contact the Union President or any officer to remove the notice.

#### Section 7- Information Provided to the Union

Par. 1 On a weekly basis, the Union will be notified of new Health Service bargaining unit employees scheduled to attend new employee orientation in Human Resources. Within the first scheduled week of employment for a new Health Services bargaining unit employee, one Health Services Union representative, on a straight time basis, shall be allowed up to thirty (30) minutes to hold an orientation with the new employee(s) who are covered by this collective bargaining agreement. The meeting shall take place at a time and location mutually agreed upon by the Health Services Union representative and the Director, Health Services, or designee.

Par. 2 On a quarterly basis, the Union will be provided with the a report of all employees leaving the bargaining unit because of retirement, resignation, promotion, transfer, demotion, dismissal, or discharge.

Par. 3 On an semi-annual basis, the Employer will provide the Union with a seniority list of bargaining unit members.

Par. 4 The Union will provide the Manager, Labor Relations with any changes in officers, stewards, representatives, trustees, and/or officials, and their contact information as the changes occur.

### Section 8- Jurisdictional Disputes

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.

### Article 6 -- Deductions/Proportional Share Clause

Par. 1 Upon this provision taking effect, the Union shall submit to the Employer an affidavit which certifies the amount constituting an Employee's proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the Union.

Par. 2 The proportionate share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate share fee, or 30 days after the date of original employment for a new employee, whichever is later. Each full-time employee in the bargaining unit who is not a member of the Union shall be required to pay the proportionate share fee. Such proportionate share payments shall be deducted from the earnings of the non-member employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

Par. 3 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. 4 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, social security number, and the individual employee deduction(s).

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

Par. 6 The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise

out of or by reasons of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

## Article 7 - Classification/Job Assignments

### Section 1 - Job Description

Par. 1 A bargaining unit employee will be provided with a copy of their position descriptions within ten (10) work days after receipt of their written request to Human Resources. Except in cases where job descriptions change, such requests shall not be submitted more than once a year.

### Section 2- Assignment Within Job Classification

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

Par. 2 An employee's classification shall only be changed in accordance with the State Universities Civil Service System (SUCSS) Statute and Rules.

## Article 8 - Discipline/Discharge

### Section 1 - Definition

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

1. Oral warning
2. Written warning
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 by the supervisor. 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 or another steward is notified, not to normally exceed three (3) work days. 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.

### **Section 3 - Investigatory Interviews**

Par. 1 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.

### **Section 4 - Expired Discipline**

Par. 1 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. Upon written request, oral and written reprimands will be removed from an employee's file after one (1) year has elapsed provided no further related reprimands have been issued in that timeframe. 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 timeframe.

### **Section 5 - Pre-Disciplinary Hearing**

Par. 1 Any employee who is being recommended for suspension or discharge shall have the right to a hearing before the discipline is imposed. The employee and the union will be notified in writing of the reason(s) for the proposed discipline and the right to be represented by the Union at the hearing, which will be conducted by the Associate Vice President of Administration and Human Resources or designee. Any employee charged with, or investigated for, any misconduct which may lead to discipline shall have the right to Union representation when such misconduct is discussed if requested by the employee.

### **Section 6- Criminal Investigations**

Par. 1 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 7 - Polygraph Exams**

Par. 1 No Employee shall be required to take a polygraph exam for any matter pertaining to continued employment.

### **Section 8 - Discharge**

Par. 1 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 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.

Par. 2 State Universities Civil Service System procedures shall not commence until after the 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 University 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 9 - Grievances

### 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. 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.

Par. 3 Nothing in this article shall prevent the Union and the University from attempting to solve a dispute prior to filing a grievance.

### 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 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.

**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.

**Step 1:** If the matter is not resolved during the Employee-Supervisor discussion and the grievant wishes to appeal the matter to Step 1, a formal grievance shall be submitted in writing to the Director, Health Services, or designee, within five (5) work days of the immediate supervisor's oral response. Within ten (10) days of the presentation of the grievance, the Director, Health Services, or designee, shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The Director, Health Services, or designee, response shall be reduced to writing within five (5) work days following the meeting.

**Step 2:** If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance shall be submitted to the Vice President for Student Affairs, or designee(s), within five (5) work days of the response by the Director, Health Services, or designee. Within ten (10) work days of the presentation of the grievance, the Vice President for Student Affairs, or designee(s), shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The Vice President for Student Affairs, or designee(s), response shall be reduced to writing within ten (10) work days following the meeting.

**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 Associate Vice President of Administration and Human Resource Services, or designee, within ten (10) workdays after the department head's written response. The Associate Vice President of Administration and Human Resource Services, or designee, 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 Associate Vice President of Administration and Human Resource Services, 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.

#### Section 4 -Arbitration

Par. 1 If the grievance is not settled at Step 3, the Union may present the grievance to the Associate Vice President of Administration and Human Resource Services or designee for arbitration within ten (10) work days after receipt of the Step 3 response. A representative of the Human Resource Services 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, Federal Mediation and Conciliation Services 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 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. Questions of arbitrability shall be determined by the arbitrator.

#### **Article 10 – 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).

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.

Par. 4 Nothing herein shall diminish an employees' rights under applicable law.

## Article 11 - Health & 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 practice 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 Director, Health Services, or designee. If the matter is not resolved, it may immediately be taken by the Union to the Office of Environmental Health and Safety.

Par. 4 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. 5 The University 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 University and AFSCME will, therefore, work collectively to support the Employee Assistance Program.

Par. 6 The University and the Union will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation, and workplace violence.

### 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.

## Article 12 --Hours of Work/Overtime

### Section 1 - Work Day and Work Week

Par. 1 Seven and one half (7 1/2) hours shall constitute a normal day's work and thirty-seven and one-half (37 1/2) hours in five consecutive days shall constitute a normal week's work. 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.

Par. 2 Time and one-half shall be paid to hourly employees who work over seven and one-half (7 1/2) hours in one (1) day or over thirty-seven and one-half (37 1/2) hours in pay status in any work week. The established work week is Monday through Sunday.

Par. 3 Hourly employees may choose to receive overtime payment in compensatory time in accordance with University policy. Compensatory time off shall be approved as requested by the employee subject to the operating needs of the Employer.

Par. 4 Normal work schedules shall be listed and appended to this agreement and may be changed subject to Par. 1, following consultation with the affected employee.

### Section 2- Temporary Reassignment

Par. 1 It is understood that employees will normally be assigned duties and responsibilities consistent with the current classification and that a wide range of assignments related to Health Services may be assigned to existing classifications in accordance with the class specifications of the State Universities Civil Service System.

Par. 2 Employees formally assigned to duties falling outside of their class specification and carrying a higher

rate of compensation shall receive formal written notification of such an assignment unless responding to an emergency situation. A temporary salary adjustment of 5% shall be paid to the employee in the event that any such assigned responsibility is retained for three consecutive days or longer. In such an event the temporary salary adjustment shall be considered effective as of the date of allocation of the assigned responsibility and thereafter to the extent that the responsibility is maintained on a continuing basis. The employee shall be formally notified in writing of the removal of any such temporary responsibilities.

## Article 13- Benefits and Wages

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

### Section 2 - Wages

Par. 1 Starting rates are established as follows:

Benefits Officer	\$15.34
Licensed Practical Nurse	\$14.01
Medical Assistant	\$12.79
Medical Office Associate	\$11.13
Medical Radiographer II	\$18.02
Medical Radiography Specialist	\$19.05
Medical Records Technician	\$12.47
Medical Technologist	\$16.61
Medical Technologist II	\$18.88
Medical Technologist III	\$21.95
Staff Nurse I	\$18.77
Staff Nurse II	\$21.36
Nurse Practitioner	\$28.11
Pharmacist	\$37.23
Pharmacy Supervisor	\$40.95
Pharmacy Technician	\$12.64
Phlebotomist	\$11.09

### Section 3- Uniform Allowance

Par. 1 Upon ratification of this agreement, employees in the classifications of Pharmacist, Pharmacy Supervisor, Pharmacy Technician I, Medical Radiographer II, Medical Radiography Specialist, LPN II, Nurse Practitioner, Staff Nurse I, Staff Nurse II, and Medical Assistant shall be provided up to two (2) lab coats or two sets of scrubs per year. These lab coats or scrubs will be maintained and laundered by the employee, except where OSHA requirements apply.

Par. 2 The lab coats or scrubs are to be worn daily when on duty, except as otherwise approved by Health Services administration.

### Section 4 - Continuing Education/Contact Hours

Par. 1 Health Service employees required by the State to obtain CEUs/Contact Hours to maintain licensure or certification for their classification may be released two days per year with pay (one day provided by University Policy for on-campus professional development, and one day of seven and one half (7.5) hours) to participate in professional development programs pertinent to their duties at Health Services.

Par. 2 Participation in such programs may comprise portions of days until seven and one half (7.5) hours have been used. Participation in such programs shall not be used to accrue overtime. All release time shall take into account the operational needs of the department. All requests for release time must be pre-approved.

Par. 3 The Employer will reimburse up to \$200 per employee's licensure/certification cycle for registration expenditures, which may include subscriptions, journals, or software. Employees must obtain approval of the Health Services Director or designee prior to enrolling in programs which require reimbursement. An original receipt will be required for reimbursement.

### Section 5 -Wage Increases

Par. 1 For FY2020 fiscal year, the University will grant each member of the bargaining unit a salary increase equivalent to the percentage specification amount authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the fiscal year salary increment guidelines authorized for the respective fiscal year by the Board of Trustees. These salary increase amounts shall not be applicable to range base minimum amounts.

## Article 14- 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 University.

## 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 a result of a labor dispute with the Union.

## Article 15- Duration/Termination

### Section 1 -Duration

Par. 1 The terms of this agreement shall become effective July 1, 2019 upon approval of the Agreement by the University Board of Trustees and ratification by the American Federation of State, County & Municipal Employees, Local 963, Health Services, and shall remain effective through June 30, 2020. No earlier than 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 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

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 of all other provisions of this Agreement shall continue in full force and effect.

In witness whereof, the parties hereto, by their duly authorized representatives, have signed this Collective Bargaining Agreement.

American Federation of State County and  
Municipal Employees, Council 31, AFL-CIO for  
and on behalf of Local 983

By:

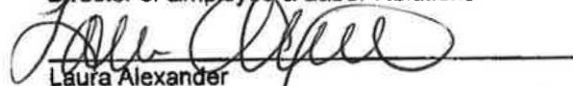


Northern Illinois University

by



Jesse Perez, Ed.D.  
Chief Negotiator,  
Director of Employee & Labor Relations



Laura Alexander  
Sr. Assoc. Vice President, Human Resource Services