

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150**

PUBLIC EMPLOYEES DIVISION

AND

**NORTHERN ILLINOIS UNIVERSITY (“NIU”)
ROUTE DRIVERS DEPARTMENT**

July 1, 2008 through June 30, 2012

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Northern Illinois University, Illinois (hereinafter referred to as "NIU" or "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I RECOGNITION

Section 1.1: Recognition

Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0014-C:

****INCLUDED**

Route Driver employees in the Materials Management Department of NIU's DeKalb Campus

****EXCLUDED**

All superintendents, managers, and exempt employees as defined by the Act.

Section 1.2: New Classifications

In the event the Union seeks to add a position classification to the bargaining unit, which may be appropriate to the bargaining unit, the parties agree to meet and discuss the inclusion of the position classification. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

ARTICLE II **UNION RIGHTS**

Section 2.1: Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this agreement. The Union shall not engage in Union activities on Employer time or its property which will interfere with employees' assignments or duties.

Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of Employers' working schedule. Such agents shall notify the Associate Vice President for Administration or the Director of Materials Management or their designees prior to coming on campus.

Section 2.2: Time Off for Union Activities

Union stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, subject to the operating needs of the Employer and with prior supervisory approval. If the absence is granted, the employee must utilize accumulated vacation or time off without pay in order to take such time off.

Section 2.3: Union Bulletin Boards

The Employer agrees to provide space on a bulletin board in a common work area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature 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 a Union representative (i.e., steward, business agent).

ARTICLE III **UNION DUES/FAIR SHARE CHECK OFF**

Section 3.1: Deductions

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees
- (B) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Employer shall not be under any obligation to make any deductions for dues if any bargaining unit members' pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 3.2: Fair Share

Pursuant to the Illinois Educational Labor Relations Act and amendments thereto, employees covered by the article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms, and conditions of employment.

The proportionate fair share payment shall be deducted by NIU from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by NIU with a listing of the employee, social security number, address, and the individual employee deduction(s), along with deductions remitted pursuant to this article.

The Union shall certify to the Employer the fair share amount to be deducted pursuant to the provisions of this article. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate fair 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 fair share fee, or 30 days after the date of original employment for a new employee, whichever is later.

Section 3.3: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4: Hold Harmless

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents, or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and fair share fees established by the

