

**THE BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY,  
DEKALB, ILLINOIS**

**and**

**TEAMSTERS LOCAL 330**

an affiliate of the  
International Brotherhood of Teamster



**EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2011**

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

## **AGREEMENT**

This Agreement is made and entered into between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter called the "Employer," and TEAMSTERS Local Union No. 330, hereinafter called the "UNION."

### **ARTICLE I** **RECOGNITION - MEMBERSHIP**

Par. 1 The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the following position classifications:

Automotive Technician  
Motor Vehicle Operator/Mechanic

Par. 2 In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Par. 3 The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Par. 4 This Agreement is authorized by the Illinois Educational Labor Relations Act (IL. Rev. Stat., Ch. 48, Par. 1701 et seq.)

**ARTICLE II**  
**NON DISCRIMINATION**

Par. 1 In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of handicapped, physical or mental condition, race, creed, color, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era.

Par. 2 The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Employee Relations Officer.

Par. 3 The Employer will not discriminate against any member, steward, or officer of the Union including those who are participating in negotiations, adjustment of grievances or the performance of committee work which is in the interest of the Union and its members.

**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 is not limited to, the following....

- a) determine the overall budget of the employer;
- b) determine control and exercise discretion over the organization and efficiency of operations;
- c) direct the employees, including the right to assign work;
- d) hire, examine, promote, train and schedule employees in positions with the employer;
- e) suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- f) increase, reduce, change, modify or alter the composition and size of the workforce with proper notification to the local union;

- g) set standards for services to the public;
- h) change or eliminate existing methods, equipment or facilities;
- l) determine the purpose of each of its service areas;
- j) determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased.

Par. 2 An employee may request in writing that a warning or discipline letter be removed from the employee's official file following a period of nine months after the date of the letter, unless a succeeding letter covering the same offense has been placed into the file within the nine month period. All letters, which impose a suspension or termination, must remain a permanent part of the employee's official file. Employees may review their official personnel file by appointment.

#### **ARTICLE IV** **UNION SECURITY/FAIR SHARE**

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, initiation fees 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 full-time 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 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 Teamsters Local 330 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 V ECONOMIC LOSS**

Par. 1 Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement and shall be paid all increases in wages negotiated herein.

#### **ARTICLE VI DRUG TESTING**

Par. 1 The University will comply with Federal regulations on Drug and Alcohol Testing. (49 CFR Sec. 382.101, et seq.)

Par. 2 The University will pay for any mandatory pre-employment, random, post-accident, and reasonable suspicion alcohol and drug testing, per the University's CDL Alcohol & Drug Testing Policy.

#### **ARTICLE VII BULLETIN BOARDS**

Par. 1 The Employer agrees to furnish bulletin board space adjacent to lockers in the shop 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 an officer of the Union.

**ARTICLE VIII**  
**UNION ACTIVITY**

Par. 1 Authorized representatives of the Union shall have access to the University's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement. The Union agrees not to unreasonably delay employees during working hours.

**ARTICLE IX**  
**NO STRIKE - NO LOCKOUT**

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.

Par. 2 The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

**ARTICLE X**  
**SUBCONTRACTING**

Par. 1 Bus trips may be contracted out when use of university vehicles is not appropriate as determined by the Transportation Manager.

Par. 2 The Transportation Manager, or other qualified university personnel, when all Motor Vehicle Operator/Mechanics are already working or are unavailable for duty, shall be able to perform driving duties.

Par. 3 Towing of vehicles, maintenance, and/or repairs may be subcontracted when the university does not have the equipment necessary to properly perform such service. The Garage Foreman will determine if the university possesses such equipment and if/when the service can be provided.

Par. 4 Maintenance or repairs may be subcontracted when Transportation Department personnel do not possess the knowledge and expertise necessary to properly perform said maintenance or repair. The Garage Foreman will determine if Transportation Department personnel possess said knowledge and expertise.

**ARTICLE XI**  
**SCHEDULING**

Par. 1 The University shall make every reasonable attempt to give employees eight (8) hours off between work assignments. If an employee is required to work with less than eight (8) hours rest, the University agrees to pay time and one half for all hours short of the required eight (8) hours.

Par. 2 Schedules will be prepared each Monday for a period through the next eight days. This schedule will be subject to change due to additional requests, cancelled requests, time changes, illness, or employees requesting not to work. Employees requesting not to work once the schedule has been issued will be charged with overtime as appropriate.

Par. 3 Vacation requests will be granted by seniority when the request is made before two months prior to the first day of the month of the requested vacation.

For vacation during January, request must be by November 1

February,	December 1
March,	January 1
April,	February 1
May,	March 1
June,	April 1
July,	May 1
August,	June 1
September,	July 1
October,	August 1
November,	September 1
December	October 1

Vacation requests made after a deadline, will be honored on a first come first served basis.

**ARTICLE XII**  
**SENIORITY**

Par. 1 Seniority for purposes of this agreement shall be as defined in the "State Universities Civil Service System Statute and Rules."

**ARTICLE XIII**  
**GRIEVANCE/ARBITRATION**

Par. 1 A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at step 3 of the grievance process within 5 working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Par. 2 An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. An employee representative, other than an attorney, may be involved with the employee at any step within the grievance procedure.

Par. 3 The time limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Manager, Labor Relations. 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 5 working days.

**Grievance Procedures**

Par. 4, Step 1 Within five (5) working days after the first occurrence, or within five (5) working days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievant shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within 5 working days after such presentation.

Par. 5, Step 2 If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head within 5 work days of the immediate supervisor's oral response. The department head shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The department head's response shall be reduced to writing within 5 work days following the meeting.

Par. 6, Step 3 If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted within

