

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHERN ILLINOIS UNIVERSITY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150
GROUNDS DEPARTMENT
JULY 1, 2021 – JUNE 30, 2022

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 Board of Trustees of Northern Illinois University at the DeKalb campus (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees employed in the Grounds Department of the NIU DeKalb Campus described in Article I.

ARTICLE I: RECOGNITION

Section 1.1 Recognition

The 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-0006-C:

****INCLUDED**

Assistant Grounds Gardener	Grounds Equipment Mechanic
Athletic Turf Specialist	Grounds Worker
Greenhouse Gardener	Maintenance Equipment Operator

****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 to 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.

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 duties and responsibilities of the position remain essentially the same.

ARTICLE II: RIGHTS

Section A. Union Rights

Section 2.1 Union Activity During Working Hours

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

Authorized agents of the Union shall have access to the Employer's 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 the Employer's working schedule. Such agent shall notify the Senior Associate Vice President and Chief Human Resources Officer 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 operational needs of the Employer and with supervisory approval. If the absence is granted, the employee may utilize accumulated vacation or compensatory time in order to take such time off.

Section 2.3 Union Bulletin Boards

The Employer agrees to furnish bulletin board space 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 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 or a Steward.

Section 2.4 Bargaining

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours and terms and conditions of employment.

Section B. Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. 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 expressed 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 just 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.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

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 member's 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 Dues Deduction and Fair Share

The Union shall supply the Employer with all relevant information and documentation as related to the dues and fair share provisions of this Article, including the basis of the fair share fee and notice of appeal and objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate share fee deduction shall commence with the first pay period starting thirty (30) days after the Union certifies to the Employer the amount of the proportionate share fee, or thirty (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 Indemnity

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 Union and communicated to the Employer in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for dues and fair share fees once such monies have been remitted to the official designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article, which are in excess of the amount of dues or fair share fees that the Employer has agreed to deduct.

ARTICLE IV: HOURS OF WORK

Section 4.1 Workday and Workweek

Eight (8) hours shall constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union. Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday. Thereafter, at the Employer's discretion employees who are hired after the ratification of this agreement may be assigned start times other than 7:30 a.m. to 4:00 p.m., and workdays other than Monday through Friday.

The work week is Monday through Sunday. Employees represented by this agreement shall normally work five (5) consecutive days during the work week.

Should the University implement a work week of less than five work days (i.e. a four (4) day work week) in the Grounds Department employees will receive a minimum of a thirty (30) day notice prior to the work schedule taking effect when possible. Such four (4) day work week may only be implemented between the end of the Spring Semester and the beginning of the Fall Semester. Once the four (4) day work week has been implemented, overtime at the appropriate

rate of pay will be paid to employees who have worked beyond the established daily work hours and after being in pay status for forty (40) hours in that designated work week.

Section 4.2 Lunch/Rest Period

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work shift and shall be granted a thirty (30) minute unpaid lunch period at or about the mid-point of each work shift. Breaks shall be taken at the location the employee is currently working unless approval is granted by the supervisor. Due consideration shall be given to health and safety issues. During break periods employees will have access to university buildings to use the restrooms, the vending machines, and/or food service.

Section 4.3 Clean Up Time

As necessary, bargaining unit employees shall be allowed fifteen (15) minutes prior to lunch and fifteen (15) minutes prior to the end of the work day as clean up time. Employees shall use this time prior to lunch to wash up before eating their meal. At the end of the work day employees shall use this time to clean their equipment and to wash up before leaving for the day.

Section 4.4 Overtime Pay

The Overtime Rate shall be one and one-half (1 ½) times the normal hourly rate. Bargaining Unit members become eligible for overtime in accordance with University policy. The Employer agrees to pay double time for all hours worked on an employee's second regularly scheduled day off.

Should a four (4) day work week be implemented within the Grounds Department, the Employer agrees to pay time and one half for all hours worked on the employee's first regularly scheduled day off, time and one half for all hours worked on the employee's second regularly scheduled day off, and double time for all hours worked on the employee's third regularly scheduled day off, provided the employee does not refuse work offered on the employee's first or second regularly scheduled day off in the same work week.

Section 4.5 Overtime Distribution

The Employer shall attempt to distribute overtime as equally as possible to bargaining unit employees over the fiscal year provided that the parties recognize that emergency situations may necessitate that some employees receive more overtime assignments than other employees at certain times throughout the year. If an employee refuses the overtime or is unavailable when contacted for overtime, he/she shall be credited with the amount of hours actually worked during the overtime assignment or the time estimated by the supervisor, whichever is less. With the exception of emergencies as determined by the Grounds Supervisor or designee, refusal of overtime by a bargaining unit employee who has not been given twenty-four (24) hours prior notice means he/she will not be credited toward that employee's total accumulated overtime hours.

Section 4.6 Scheduled Overtime

Overtime shall be scheduled at least forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime assignment. Employees will receive a minimum of two (2) hours of overtime when the overtime assignment does not immediately precede or follow the employee's regular work schedule. When

all bargaining unit employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in inverse seniority order until all overtime assignments have been filled. When the overtime assignment immediately follows the employees regular work schedule, the employee will be compensated at the appropriate rate pay for all hours worked, regardless of the length of the overtime assignment.

Section 4.7 Call Back

A “call back” is defined as an unscheduled assignment of work which does not immediately precede or follow an employee’s regular work schedule. Call back shall be compensated at the appropriate rate of pay with a guaranteed minimum of two (2) hours at such overtime rate of pay, provided the employee has worked for the entire scheduled workday and/or been in pay status for the entire workweek.

Section 4.8 Compensatory Time

Compensatory time will be accumulated and used in accordance with university policy.

ARTICLE V: SENIORITY

Section 5.1 Seniority Defined

An employee’s seniority shall be the period of the employee’s most recent continuous regular employment within their classification with the Employer in accordance with State Universities Civil Service System Statute and Rules.

Section 5.2 Seniority List

The Employer shall post a seniority list by March 31st of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have ten (10) business days to accept the seniority list and bring any concerns to the Employer’s attention in writing. The Employer will not be held responsible for any concerns that are brought to its attention after ten (10) business days.

Section 5.3 Probationary Employees

All employees shall serve a probationary period in accordance with the State Universities Civil Service Statute and Rules. Currently, all classifications represented by this agreement must serve a six (6) month probationary period. Employees who are promoted within the bargaining unit shall serve an additional probationary period for the new classification.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment in the classification. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Section 5.4 Employee Status

Immediately upon ratification of the contract by both parties the Employer will provide the Union with a report that contains the following information for employees in the bargaining unit: Name

of employee; classification; NIU start date; date in class; length of probation if on probation; and salary/hourly rate. Thereafter, the Employer shall provide a revised report containing updated information to the Union every January 31, and July 31.

ARTICLE VI: LAYOFF AND RECALL

Section 6.1 Definition and Notice

A layoff is defined as a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

Section 6.2 General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Grounds Department shall be terminated.

Section 6.3 Recall of Laid-Off Employees

The names of laid-off employees shall be placed on the restoral or re-employment registers for their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

ARTICLE VII: DISCIPLINARY PROCEDURES

Section 7.1 Employee Discipline

NIU agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Both parties agree that the management has the right to forward discipline directly to option C or D as deemed appropriate for egregious behavior, including but not limited to conduct considering threatening, discrimination, dangerous, or such behavior that places a risk to the campus community or to themselves.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be

informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Discharge and Involuntary Demotions

The Employer shall notify the employee and Union of the intent to initiate an involuntary demotion or discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (13) working days prior to the commencement of the involuntary demotion or 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 notice of demotion or 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 an involuntary demotion or 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 demotion or discharge.
3. Likewise, if the employee elects to follow the grievance procedure of this Agreement, initiation of such action shall constitute a voluntary election not to pursue available appeal procedures specified in the Rules and Regulations of the State Universities Civil Service System and waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

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.

Section 7.2 Right To Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employee, the Employer shall inform the employee that disciplinary action may be taken. It is the employee's right and responsibility to request Union representation and bring a Union representative to the

meeting scheduled by the Employer. The Employer agrees to make reasonable scheduling accommodations for Union representation when requested.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined

A grievance is defined as any claim of violation of this Agreement. Business days are defined as Monday through Friday, excluding holidays and administrative closure days.

Section 8.2 Processing Of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that bargaining unit.

Section 8.3 Grievance Steps

Step 1: Grounds Supervisor or designee

The employee, with or without a Union representative, may attempt to orally resolve a grievance with the Grounds Supervisor or designee, within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The Grounds Supervisor or designee shall attempt to adjust the matter and shall respond in writing within fifteen (15) business days.

Step 2: Associate Vice President of Facilities Management

If the grievance remains unsettled after the response in Step 1, the Union may submit a written grievance to the Associate Vice President of Facilities or designee, within fifteen (15) business days of the Step 1 response.

The Associate Vice President Facilities or designee, shall schedule a conference within fifteen (15) business days of receipt of the grievance to attempt to adjust the matter. Associate Vice President of Facilities, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Associate Vice President of Facilities or designee, and the Union may mutually agree to extend the timeframe.

Step 3: Senior Associate Vice President and Chief Human Resources Officer

If the grievance remains unsettled after the response in Step 2, the Union may submit a written grievance to the Senior Associate Vice President and Chief Human Resources Officer, or designee, within fifteen (15) business days of the Step 2 response. Grievances concerning discharge may be filed directly at Step 3 within fifteen (15) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

Senior Associate Vice President and Chief Human Resources Officer or designee, shall schedule a conference within fifteen (15) business days of the grievance to attempt to adjust the matter. The

Senior Associate Vice President and Chief Human Resources Officer, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Senior Associate Vice President and Chief Human Resource Services Officer, or designee, and the Union may mutually agree to extend the timeframe.

Step 4: Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Senior Associate Vice President and Chief Human Resources Officer within fifteen (15) business days after receipt of the Step 3 response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate department personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time agreeable to the parties and within fifteen (15) business days of receipt of notice to arbitrate.

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, the Federal Mediation Conciliation Service, or other mutually acceptable sources. The parties shall meet in person or by telephone and alternatively 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.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee are 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 only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. 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. No liability shall accrue against the Employer for a date prior to the time limits defined in Step 1. The arbitrator shall submit in writing their 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 arbitrators interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be final and binding on the parties.

Section 8.4 Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper

grievance form, date, section citation, or other procedural errors such as lack of signature, shall not be grounds denial of the grievance.

Section 8.5 Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement of the parties.

Section 8.6 Union Stewards

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to Grounds Supervisor or designee and Associate Director of Labor Relations to identify those individuals.

ARTICLE IX: HOLIDAYS

Section 9.1 General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees regulations and by-laws with eleven (11) full-day paid holidays per calendar year and two (2) Administrative Closure Days per calendar year as authorized and specified under general university procedures. The eleven (11) holidays and two (2) Administrative Closure Days are as follows:

New Year's Day
Dr. Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Four (4) Floating Holidays (as determined by the University President)
Two (2) Administrative Closure Days

Section 9.2 Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

Section 9.3 Holiday and Administrative Closure Pay

Bargaining unit employees shall be paid at one and one-half his/her regular hourly rate of pay for all hours worked on designated holidays listed in Section 9.1 of this Article in addition to the holiday pay. Bargaining unit employees shall be paid for all hours worked at his/her regular hourly rate of pay on administrative closure days in addition to the administrative closure pay.

ARTICLE X: VACATIONS AND PERSONAL LEAVE

Section 10.1 Vacation Accrual

All bargaining unit employees shall earn vacation at the same rate as all other non-exempt Civil Service employees in accordance with university policy

Section 10.2 Vacation Usage

(A) An employee is eligible to take Vacation Leave immediately upon earning it with supervisory approval.

(B) Employees may accumulate and carry over year to year an amount of vacation in accordance with university policies.

(C) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

Section 10.3 Vacation Pay

(A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.

• (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

(C) Employees on vacation may be asked to work during their pre-approved vacation but they will not be required to work during their vacation. If the employee declines to work, that will not be charged as time worked for purposes of equalizing overtime.

Section 10.4 Vacation Selection

The Grounds Superintendent, or designee, shall grant vacation requests as the employees make them, subject to the operating needs of the department. If the request cannot be granted immediately, the supervisor shall make his/her decision within five (5) business days of the request.

ARTICLE XI: SICK LEAVE

Section 11.1 Sick Leave Accrual

All bargaining unit employees shall accrue sick time at the same rate as all other non-exempt employees in accordance with University policies.

Section 11.2 Pension Benefit at Retirement

Employees shall receive retirement benefits in accordance with the State Universities Retirement System rules and regulations.

ARTICLE XII: LEAVES OF ABSENCE

Section 12.1 Disability Leave

In the event of a disability, an employee may apply for disability payment through the SURS. Upon release to return to work, the Employer shall reinstate the employee to his/her former classification provided the employee can physically perform the essential duties and functions of the position.

Section 12.2 Discretionary Leave Of Absence

An employee with at least twelve (12) months seniority may petition the Employer for a personal leave of absence. Such leave of absence is without pay or fringe benefits unless otherwise agreed.

Section 12.3 Jury Duty Leave

Upon request and receipt of proper documentation, an employee will be excused for jury duty, or when subpoenaed to testify at a hearing, without loss of pay. The employee must return to work after he/she is excused by the court.

ARTICLE XIII: EMPLOYEE TRAINING AND EDUCATION

Section 13.1 Compensation

The Employer agrees to compensate all bargaining unit employees their appropriate rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend. If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

Section 13.2 CDL License

The Employer agrees to reimburse the difference between the cost of a CDL and a regular driver's license for those employees whose positions require a CDL.

Section 13.3 Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

ARTICLE XIV: SAFETY

Section 14.1 Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 14.2 Safety

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.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

ARTICLE XV: LABOR-MANAGEMENT MEETINGS

Section 15.1 Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union and the Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 15.2 Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

ARTICLE XVI: SUBCONTRACTING

Beyond the scope of existing practices, the Employer has no present intention to subcontract non-emergency work performed by bargaining unit members, however the Employer reserves the right to subcontract when it deems necessary or if it is in the university's best interest. There shall be no limit on the amount of subcontracting performed by the Employer. However, no bargaining unit employee shall suffer a reduction in schedule or be laid off as a direct result of such subcontracting. Should the Union have any concerns regarding subcontracting, the parties agree to meet and discuss the Union's concerns.

ARTICLE XVII: SUPERVISORY WORK AND TEMPORARY WORKERS

The Employer will maintain its current practice of hiring students and extra help as needed. Such employees will be able to perform duties and operate equipment normally used by members represented by this Agreement. Bargaining unit members will be offered job assignments before temporary help is assigned depending on operational needs as determined by the Management. Student and extra help employees shall not displace members of the bargaining unit. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

In emergency situations, the Grounds Supervisor may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, when it's operationally efficient to do so or in overtime situations where employees have declined the overtime assignment.

Retired bargaining unit members that apply for extra help positions may be hired based on operational need as determined by Management, will not displace members of the bargaining unit,

will not prevent members of bargaining unit for advancement, and will be hired on a non-status basis as defined by the civil service statute.

ARTICLE XVIII: DIFFERENTIAL PAY

Whenever a bargaining unit member is assigned work normally performed by an individual in a higher paid classification within the bargaining unit, the bargaining unit member performing such work shall be paid a differential of 10% or the appropriate rate of the higher level classification, whichever is greater. The employee must work at least one (1) hour before the differential takes effect. Thereafter, the differential will be paid at one half hour increments. Duties of the higher class shall be defined by the job classification and job description for the higher classification with the understanding that the Grounds Worker classification shall be designated for all hand operated equipment, and riding lawn mowers. The equipment listed in Appendix 1 is a guideline of equipment used by MEOs, but is not an exhaustive or complete list.

ARTICLE XIX: DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification.

Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner.

ARTICLE XX: UNIFORMS AND EQUIPMENT

Section 20.1 Protective Clothing

The Employer shall maintain the current compliment of protective equipment and clothing.

Section 20.2 Prescription Safety Glasses

Bargaining unit employees who are subject to assignments or situations necessitating protective eye wear shall be provided safety goggles.

Section 20.3 Clothing Allowance

The Employer will purchase work clothes with a limit of \$200 per year per employee. The Employer will determine items to be purchased, need of purchase, and place in which purchases are made. Items purchased by Employer are considered university property.

ARTICLE XXI: PERSONNEL RECORDS

Section 21.1 Personnel Records

In accordance with University policy, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the

exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

Section 21.2 Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personal records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be borne by the employee.

Section 21.3 Removal of Disciplinary Records

All written and verbal warnings, shall be removed from an employee's file after twelve (12) months from date of issuance, provided no further discipline has been issued in that time frame. The request for removal must be made in writing and presented to the Director, Labor Relations, or designee by the employee with a copy sent to the author of the written warning. Removal of records will be from department, division, and Human Resource Services files.

ARTICLE XXII: NON-DISCRIMINATION

Section 22.1 Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 22.2 Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue action through the Illinois Educational Labor Relations Board.

ARTICLE XXIII: NO STRIKE/NO LOCKOUT

Section 23.1 No Strike

During the term of this agreement or any extension thereof, neither the Union nor any employee covered by this 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 23.2 No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XIV: WAGES

Section 24.1 Salary Increases

Par. 1 For FY22 (i.e. July 1, 2021 through June 30, 2022) the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed on an across-the-board basis to eligible employees in the bargaining unit.

Par. 2 In the event that the University Salary Increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed.

Par. 3 The Employer retains the right to increase the base rate of pay, which shall not exceed the rate paid to employees currently in the bargaining unit.

Par. 4 New employees shall be hired into the Grounds bargaining unit at the entry (lowest) rate of pay for that classification and will remain at that rate (plus subsequent contractual increases) for one (1) year.

Section 24.2 ADVANCEMENT

Par. 1 Employees will move up to the next step in the salary plan after serving the number of years indicated for that classification. 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 The step plan shall be established as follows:

		Start	3 YR Step	6 YR Step
Grounds Worker		\$17.94	\$19.16	\$20.40
Mech. Equip. Op., Asst. Grounds Gardner, Athl. Turf Spec.		\$20.07	\$22.93	\$23.70
Grounds Equip. Mech., Greenhouse Garnder		\$22.08	\$24.71	\$26.08

Par. 3 Except for a promotion within the promotional line, the employee's pay level and advancement is determined by date of status employment in the Grounds 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 promotion.

ARTICLE XXV: EXISTING BENEFITS

Section 25.1 CMS Benefit Programs

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs as provided by Central Management Services in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

No change will be imposed on bargaining unit members unless it is imposed generally on all NIU employees pursuant to CMS requirements. Further, the Employer will assure that employees of the bargaining unit receive the same notice as provided to employees generally affected by such changes.

Section 25.2 Board of Trustees Benefit Provisions

During the term of this agreement, all employee benefits, not specifically covered herein, shall be granted to bargaining unit members in accordance with applicable Board and University policies. Improvements in such benefits, which are provided to other university employees and for which bargaining unit members would normally be eligible, shall be extended to bargaining unit employees. In the event of any change in Board and University policies concerning such benefits, the Union shall be notified of such changes that would affect the availability of these benefits for bargaining unit members and the parties agree to meet to negotiate over such changes and any impact of such changes.

University Policies are available on the Human Resource Services website or by request to HRS. A printed version will be made available for employee use in the department.

ARTICLE XXVI: MEDIATION

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

ARTICLE XXVII: PARKING RATES

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

ARTICLE XXVIII: SAVINGS CLAUSE

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.

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.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXIX: DURATION

This Agreement shall be effective as of 12:01 a.m. the first day of July, 2021 and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2022, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXX: ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

IUOE, LOCAL 150
Dekalb Campus

NORTHERN IL. UNIVERSITY

Signatures Omitted

Signatures Omitted

James M. Sweeney, President
Business Manager
Chief Human Resources Officer

William Hodson
Senior Associate Vice President and

Signatures Omitted

Signatures Omitted

Steve Karpowicz
Business Representative

Jesse Perez, EdD.
Director, Employee & Labor Relations
Chief Negotiator

APPENDIX #1

MEO EQUIPMENT LIST

311 Grader
314 John Deere
315 John Deere Tractor/Mower
404 John Deere
416 Cat Backhoe
480 Tractor
580 Case Backhoe
All Street Sweepers
660 Skid Loader
670 Bobcat Skid Loader
Hi Ranger
761 Dump Truck
Jacobson Tractor (reel mower)
Kubota Utility Vehicle with attachments

There may be other pieces of equipment that are MEO, based upon the attachment. Examples of MEO attachments are: plows or tillers

Grounds Workers shall be responsible for daily maintenance of equipment. Repairs shall be performed by the Grounds Equipment Mechanic or MEOs.