

# COLLECTIVE BARGAINING AGREEMENT

By and between

The American Federation of State, County, and  
Municipal Employees Council 31 for and on behalf  
of its local 1890

&

The Board of Trustees for Northern Illinois  
University

May 10, 2018 to June 30, 2023

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## PREAMBLE

This Agreement, entered into by Northern Illinois University hereinafter referred to as "the University", and the American Federation of State, County and Municipal Employees, Council 31, for and on behalf of Local 1890, hereinafter referred to as "the Union", has as its purpose the promotion of harmonious relations between the University and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION AND AUTHORIZATION

### SECTION 1. RECOGNITION

The University recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of the classifications listed in Appendix A.

### SECTION 2. NEW CLASSIFICATIONS

In the event that the Union seeks to add to the bargaining unit a position classification, both parties agree to follow the procedure set forth by the Illinois Educational Labor Relations Board. The University and the Union may mutually agree to jointly petition the Illinois Educational Labor Relations Board to seek unit clarification.

The parties agree that the change in title of a position classification by the State University Civil Service Systems office shall not remove the position classification from the bargaining unit as long as the duties and the responsibilities of the position remain the same.

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

### SECTION 3. DELETION OF CLASSIFICATIONS

The University shall notify the Union of the State University Civil Service System's (SUCSS) intent to abolish or merge existing classifications in the bargaining unit.

### SECTION 4. NEUTRALITY

It is the policy of the University to support its employee's legal right to freely choose to be represented by a union. The University (and its supervisors and agents) will not oppose efforts by any of its employees as defined by the Illinois Public Educational Labor Relations Act, including currently underrepresented employees, to be represented by a union.

### SECTION 5. MANAGEMENT WORK

All parties recognize that the department management, or designee, may perform duties normally assigned to bargaining unit employees. Such duties, as described in this section, will be in accordance with applicable state statutes, and rules and the Illinois Public

Educational Labor Relations Act.

## ARTICLE II NON-DISCRIMINATION

Neither the University 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 University 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 NIU Board of Trustees or by this Agreement.

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

## ARTICLE III GENERAL PROVISIONS

### SECTION 1. APPROPRIATE ATTIRE

Standards for clothing and shoes include the following requirements: clean, appropriate fitting, presentable, and reflective of good judgment. Examples of inappropriate attire may include: athletic attire, sweatpants/sweatshirt, jogging suit, revealing clothes, tops that do not sufficiently cover the midsection, and flip-flop sandals. For health and safety reasons, footwear must always be worn. Wearing jeans in the workplace is permitted, subject to prior supervisor approval and based on appropriateness for work duties.

### SECTION 2. SPECIAL EVENTS ATTIRE

For special events, the University may require bargaining unit employees to wear certain articles of clothing, provided by the University, and/or may modify standards for specific events. Examples include, but are not limited to, NIU Day (employees may be allowed to wear NIU apparel), Student Move-In Day (e.g. uniform shirts with "Move-In" day branding). Homecoming, Family Weekend events, or other special occasions as determined by the individual department.

### SECTION 3. EMAIL

The University agrees to supply each bargaining unit employee with a university email address. The University may elect to communicate with employees by email. Bargaining unit employees are required to check their email daily, during scheduled work hours, and are responsible for such communications when access to the employee is reasonably available to their work station.

#### SECTION 4. CONFIDENTIALITY

Bargaining unit employees are expected to consider any and all information regarding the workplace as confidential. Examples include, but are not limited to: employee records, departmental data, operational plans, employment decisions (including plans under considerations), research, budget, planning, student information, donor/potential donor information, complaints/potential complaints, vendor information, patron/client information, billing, archives, research and communications. All parties acknowledge that bargaining unit employees in departments with a client base, have access to data, records, and or conduct research, such information is considered privileged and confidential. Sharing such confidential material outside of the department, unless assigned by a supervisor, and or any other breach of confidentiality is considered a major offense, subject to corrective action up to and including termination of employment. The University reserves the right to require the employee to complete a confidentiality form as a condition of employment, including condition of continued employment.

#### SECTION 5. DIGNITY OF STAFF

The University and bargaining unit employees shall strive to maintain a work environment that upholds the dignity and respect of the individual and is free of any harassment, intimidation or bullying. Employees who observe or who have been subjected to workplace behavior that they consider to be harassing (including sexually harassing), intimidating, bullying or otherwise inappropriate are required to immediately report that behavior to Human Resource Services. Employees who witness or experience a threat are required to contact the NIU Department of Public Safety and Police. The University and the Union will review such complaints to determine whether inappropriate workplace behavior has occurred and to determine what action, if any, should be taken with regard to that behavior.

#### SECTION 6. OFF-DUTY MISCONDUCT

Misconduct by bargaining unit employees, outside of work hours, where there is a direct and demonstrable relationship between the illicit conduct and the performance of the employee's job and/or there is a readily discernible harmful effect on University operations and/or reputation of the University shall be subject to corrective action by the University, up to and including termination of employment. Such conduct also includes, but is not limited to bullying on social media (i.e. electronic messages posted online such as social media, blogs, websites, email and text messages).

#### SECTION 7. CAMPUS SMOKING

All parties recognize the Smoke Free Campus Act, in which university employees are prohibited from smoking on campus. Smoking is limited to scheduled breaks and lunches. Noncompliance with the act may be subject to corrective action, referred to the NIU Police

Department, and/or subject to sanctions contained in the act.

## SECTION 8. WORKPLACE VISITORS

With advance supervisory written approval, departmental employees may have visitors during paid work hours. Visitors include non-departmental guests, including university employees from other departments.

## SECTION 9. PERSONAL ELECTRONICS

Use of personally owned, non-university issued, electronics in the workplace, during work time, may be permitted with supervisory permission in advance and on a case-by-case basis. Electronics are not limited to lap top, cell phone, tablets, and cameras. Supervisors, at their discretion, are within their right to limit such use to assigned work related duties.

## SECTION 10. UNIVERSITY RESOURCES

All parties recognize that employees are prohibited from using university resources for activities beyond assigned work duties. Examples of resources include, but are not limited to, phone, fax, copier, meeting space, university email address, office supplies.

## SECTION 11. BACKGROUND CHECK REQUIREMENT

The University is within their right to conduct a background check as a condition of employment, including continued employment. Such background checks are not limited to criminal, sex offender registry, social security number trace, and any other background check requirement specific to the job duties, which may be required by another agency including but not limited to: Department of Children and Family Services, Nuclear Regulatory Commission, etc. The University may conduct background check for cause.

# ARTICLE IV UNION RIGHTS

## SECTION 1. TIME OFF FOR UNION ACTIVITIES

With supervisory advanced documented permission, subject to operational needs, employees who are union elected officers or stewards (as submitted to the University) are permitted time off with pay if such activity occurs during their respective work hours to:

- a) process and/or investigate grievances (one union steward on pay status)
- b) attend grievance meetings (one steward on pay status)
- c) discharge grievance proceedings (two stewards on pay status)
- d) attend contract negotiations (five employees on pay status)

Such approved time off shall not be detrimental to the employee's work record. An AFSCME staff representative may attend any of the above referenced meetings. In addition to union stewards, bargaining unit employees may attend the above referenced meetings with use of vacation time, subject to managerial approval. In the event an employee voluntarily

attends any of the above meetings during hours which are not considered their regularly scheduled hours (e.g. evening and/or weekends) the employee will not be compensated by the University for such time.

No time for union activity will be factored into the calculation of overtime.

## SECTION 2. ACCESS TO THE CAMPUS BY UNION REPRESENTATIVES

Local Union representatives, officers and AFSCME staff shall have reasonable access of areas of the campus that are open to the public during regular business hours. AFSCME will be responsible for fees charged for the usage of facilities and services unless such fees are waived by the University. Such visits will not have the effect of disrupting the University operations or the student experience.

## SECTION 3. UNION ORIENTATION

One union officer or steward will be allowed fifteen minutes at new employee orientation to speak with bargaining unit employees about the union. The union officer or steward may choose to use vacation time for travel to and from the orientation and for the orientation period itself, or he/she/they will take time without pay. The union will provide the University the name and reporting department of the representative and an alternate to attend orientation, which will remain in effect for the annual quarter. The University will provide orientation dates and a list of new bargaining unit employees in a timely manner when new bargaining unit employees are scheduled to attend such orientation.

## SECTION 4. INFORMATION

On a quarterly basis, upon written request from a union officer, the Union will be furnished with the following information specific to their bargaining unit employees:

- a. Updated seniority list of all bargaining unit employees;
- b. A report of transactions relating to bargaining unit employees such as new hires, retirements, resignations, promotion, transfer, demotion, dismissal or discharge;
- c. A report reflecting the name, classification, department, status, date in classification, rate, FTE, position number, NIU date, and mailing address;
- d. A list of any desk audit requests, including the name of the employee, their department and classification, date of the request and status of processing the request.

The Union will provide the University with any changes in stewards and/or officers within a week of such changes.

## **SECTION 5. LABOR MANAGEMENT**

Upon mutual agreement, the Union and the University will meet to discuss workplace issues and address matters that are not already the subject of a filed grievance. Each team shall consist of up to four bargaining unit employees and up to four University Representatives. Requests for such meetings may be prompted by either party. Each party shall designate their respective team members. Attendance by team members at these meetings shall be without loss of pay. Meeting agendas shall be submitted at least one week in advance of the scheduled meeting date. Meetings will not be held without an agenda. By mutual agreement, additional items may be added to the agenda at the meeting. Requests for such meetings shall be in writing (with electronic mail included as appropriate communication), sent to the Director of Employee and Labor Relations.

### **SPECIAL MEETINGS**

It is recognized that, on occasion, a meeting between the parties may be required to address issues within a department/school/center. When requested, both parties will work in good faith to schedule a meeting promptly with the understanding that issues of immediate importance or urgency should be addressed with the appropriate supervisor and the Director of Employee and Labor Relations, or designee, as determined by the University. Requests for such meetings shall be in writing (electronic mail included as appropriate communication), and sent to the Director of Employee and Labor Relations.

Both parties agree to come to meetings in good faith to collaborate and resolve issues, with the intent of putting forth resolutions to their respective groups. In the event a resolution requires binding codification, the authorized exclusive representative (AFSCME Staff Representative and NIU Director of Employee and Labor Relations) agree to draft and sign a Memorandum of Understanding summarizing the resolution.

## **SECTION 6. UNION BULLETIN BOARDS**

The University agrees to provide space on existing bulletin boards or other common areas (such as a department refrigerator), limited to eleven (11) inches by seventeen (17) inches for the purpose of bargaining unit employees to post notices related to Union business. Any Union material left in public spaces shall not be political or partisan in nature and shall not defame or harass 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.

## **SECTION 7. UNION SECURITY**

On the effective date of this Agreement, the Union shall submit to the University notice which certifies the amount constituting a bargaining unit 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.

The proportionate share fee deduction shall commence with the first pay period starting thirty days after the Union certified to the University the amount of the proportionate share fee, or thirty (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.

The University agrees to deduct Union dues, assessments (including PEOPLE) 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.

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the University with a listing of each employee, employee identification number, and the individual deduction(s) in both electronic form and hard copy via the prescribed application provided by the Union.

It is understood and agreed that University 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.

Any dues authorization card signed prior to the effective date of this agreement or anytime thereafter, shall remain in effect for the duration of this agreement, except an employee may revoke such authorization by notifying AFSCME Council 31 in writing not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of the collective bargaining agreement.

The Union shall indemnify and hold harmless the University, 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 University 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 DISCIPLINE

### SECTION 1. PROGRESSIVE DISCIPLINE

The University subscribes to the principles of progressive and corrective discipline and shall discipline employees for just cause only. The University's agreement to use progressive and corrective disciplinary action does not limit in any respect the University's ability in any case to impose discipline, which is commensurate with the severity of the offense. All parties

understand that there may be justification for immediate suspension or discharge of an employee in accordance with the State University Civil Service System Statute and Rules.

1. Oral reprimand (verbal warnings must be in writing)
2. Written reprimand
3. Suspension
4. Discharge

## SECTION 2. MANNER OF DISCIPLINE

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. An oral warning to be considered as such shall be documented by written notification to the employee and the Union.

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

## SECTION 3. REMOVAL OF DISCIPLINE FROM CONSIDERATION

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

## SECTION 4. DISCHARGE

The University shall notify the employee and the Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least ten (10) calendar 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 Agreement and shall not, in any manner, diminish the University's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step three of the grievance procedure.

After ten (10) calendar days from the occurrence of the intent to discharge has concluded, the University may place the employee on non-pay status.

State Universities Civil Service System procedures shall not commence until after the ten (10) calendar 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 in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110e (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 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 the collective bargaining Agreement with respect to said discharge.

#### **SECTION 5. POLYGRAPH EXAMINATIONS**

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

#### **SECTION 6. INVESTIGATORY INTERVIEWS**

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative of the University, in which the employee has a reasonable belief that the interview may result in disciplinary action against him/her, the employee shall have the right to request union representation, in accordance with Appendix B Weingarten Rights.

#### **SECTION 7. NO CALL/NO SHOW**

An employee that does not call in to report an absence and does not show up for work for three consecutive work days will considered to have abandoned their employment, hence voluntarily foregoing employment at NIU. Job abandonment determinations and resignation/discharge procedures are to be initiated only after consultation with Human Resource Services, who will make an attempt to contact the employee's emergency contact.

### **ARTICLE VI GRIEVANCE PROCEDURE**

#### **SECTION 1. DEFINITION**

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 University which directly affects wages, hours, terms and conditions of employment.

The purpose of the grievance procedure is to secure a fair and equitable resolution at the

lowest possible level. Both parties shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative, and harmonious manner possible.

## SECTION 2. PROCEDURE

All grievances shall be filed in accordance with the provisions herein. The grievance may be an employee or group of employees or the Union.

An employee may choose to pursue a Step 1 grievance with or without representation. The Union shall be notified, by the University, 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 an agreement is reached, such agreement shall be reduced to writing and the written agreement shall be binding on the parties.

## SECTION 3. TIME LIMITS

The Union will have ten (10) work days from the incident/issuance of discipline, or compensation dispute, in which to file a grievance. If, at any step within the grievance procedure, the University 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 of the day the University response was due. 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, 8am to 4:30pm.

With the exception of employee discharge, grievances will be initially filed at the lowest step possible. In cases where there could be a potential time-pressing concern and immediate need to have a grievance heard at a higher step level, the Union will discuss the issue with the University Labor Relations Director, who may have the grievance initiated at a higher step level, up to Step 3.

All grievances regarding corrective action (discipline) will be filed at Step 3.

## SECTION 4. GRIEVANCE STEPS

### **STEP ONE: EMPLOYEE-SUPERVISOR DISCUSSION**

An employee who has a request or complaint shall discuss the request or complaint with his/her/their 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 University-employee problems. If, however, a request or complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance within ten (10) working days of the incident/discipline (or, in the case of a compensation dispute, within ten days of the resulting paycheck).

**STEP TWO: FORMAL WRITTEN GRIEVANCE TO IMMEDIATE SUPERVISOR**

If the matter is not resolved at Step One and the Union wishes to appeal the matter to Step Two, a formal grievance shall be submitted in writing to the department head within five (5) work days of the immediate Supervisor's oral response. Within ten (10) days of the presentation of the grievance, the department head shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The department head's response shall be reduced to writing within ten (10) work days following the meeting.

**STEP THREE: DIRECTOR OF EMPLOYEE AND LABOR RELATIONS**

If the matter is not resolved at Step Two and the Union wishes to appeal the matter to Step Three, a grievance shall be submitted in writing to the University Director of Employee and Labor Relations or his/her/their designee within ten (10) working days of the Immediate Supervisor's Step Two response.

Step Three meetings shall be held within ten working days unless both parties mutually agree to extend the timeframe. If an agreement is not reached and a meeting does not occur, the department and bargaining unit employee may submit a statement and any evidence for consideration, for which the University may base a decision. In cases of discipline, suspensions will not be applied until the University has issued their Step Three meeting response.

**PRE-ARBITRATION MEDIATION**

With the exception of discharge, if the grievance is not satisfactorily resolved at Step Three, the Union may request to advance the grievance to mediation within ten (10) work days of the step 3 response or the date on which the response was due, whichever occurred first. Mediation shall be requested by written notice to the Director of Employee and Labor Relations or his/her/their designee, and upon mutual agreement between the University and the Union, the two parties shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing. In the event of a unilateral or mutual waive, the grievance may be advanced directly to arbitration as set forth below.

**STEP FOUR: ARBITRATION**

If the grievance is not settled at Step Three or at pre-arbitration mediation, the Union may present the grievance to the Director of Employee and Labor Relations, or his/her/their designee, for arbitration within ten (10) work days after the receipt of the Step three response.

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association or other mutually acceptable source. The

parties shall meet in person or by telephone and alternately strike names until a single name remains. Alternatively, the parties may mutually agree to strike names via email. 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, with exception of employee evaluations, counseling statements, verbal reprimands, and/or dismissal of a probationary employee. Board of Trustees Regulations and By-Laws, University Rules and Policies, laws of the United States and State of Illinois Rules and Regulations of administrative agencies 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 be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the Agreement to the facts of the grievance presented. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

## ARTICLE VII HEALTH AND SAFETY

The University 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 conditions.

The Union recognizes the responsibility of bargaining unit employees to comply with reasonable safety rules and follow safe work practices to ensure employee safety, as well as that of fellow workers.

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

The University shall not require employees to work in areas deemed, by the University Safety Officer, to be unsafe or unhealthful. The University and bargaining unit employees will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation, and workplace violence.

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.

## ARTICLE VIII ADA PROCEDURES

Upon the employee's written request, the University agrees to involve the Union in the accommodations process as required under the Americans with Disabilities Act (ADA).

## ARTICLE IX WORK SCHEDULES

### SECTION 1. HOURS OF WORK AND OVERTIME

Paid work hours, unless specified elsewhere in this agreement, with the exception of preapproved vacation time, are reserved for work duties assigned by management.

A normal work week, for full-time employees, is thirty-seven and one-half (37 ½) hours. 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 in accordance with individual department practices.

The work schedule is based on the operational needs the department and may have a different start/end time from the University business hours.

The University, at the discretion of the department head and on a case by case basis, may allow the employee to work from home. All parties understand that such scheduling is not permanent and may be rescinded by the University at any time.

### SECTION 2. REQUIRED ATTENDANCE

An employee required to attend meetings outside of scheduled work hours will be notified in writing and shall be subject to compensatory time or overtime provisions in accordance with University procedure. Such requirement will be submitted to the employee at least two business days in advance, with the exception of an emergency.

Employees will not be required to volunteer for campus activities/events outside of their work hours.

Employees required by the University to attend meetings and/or undergo physical or psychological examination are expected to do so during regular work hours at straight time pay.

### SECTION 3. HOLIDAYS AND CLOSURES

University closures, including holidays, will be paid in accordance with the Board of Trustee regulations and will be provided in the same manner set forth for the entire campus.

In accordance with the manner set forth for the entire campus, the University may be

closed during December and January holiday break. All parties agree that in such a case, employees may be required by the University, to either use vacation benefits or elect to use a non-pay status for a period of days immediately before or after scheduled closure.

In accordance with University procedure, an employee must be in pay status the day before and after a holiday closure in order to receive holiday pay.

#### **SECTION 4. VOLUNTEER ACTIVITY**

When employees volunteer their time to serve on an external project separate from their regular work duties assigned by their department, the time in which they serve as a volunteer is exempt from provisions of this collective bargaining agreement (except this paragraph). Examples of such volunteer time includes, but is not limited to, participating in fundraising events (e.g. university sponsored 5k run), philanthropic events, student move days, student events, sporting events, homecoming, etc.

#### **SECTION 5. CALL BACK**

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

#### **SECTION 6. TIME SHEETS**

To ensure timely compensation, bargaining unit employees are responsible for the timely submission of timesheets by the deadline set forth by the University for each pay period. Compensation for hours worked and benefits used are to be submitted in good faith by the employee.

#### **SECTION 7. SUMMER FLEX**

If the University elects to have a flexible summer schedule, application of such schedule will be subject to divisional approval based on operational needs.

### **ARTICLE X. PERSONNEL FILES**

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 Human Resource Services during working hours with no loss of pay and subject to the supervisor's approval, based on operational needs.

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.

Employees and their authorized representatives (with written consent from the employee)

shall be entitled to access 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.

## ARTICLE XI. JOB DUTIES

### SECTION 1. JOB DESCRIPTION

The supervisor of the bargaining unit employee will provide a job description to bargaining unit employees on their first day of employment and on any subsequent first day in a new classification.

Additionally, bargaining unit employees will be provided with a copy of their job description upon written request by the employee to the Office of Human Resource Services (HRS). Should no current job description be on file in HRS, within 10 business days of the written request, a current description, signed by both the employee and the supervisor will be given to the employee. Disputes regarding an employee working outside of their class specification are subject to the grievance procedure. Job description reviews shall be conducted at least once every two (2) years upon written request of the employee.

### SECTION 2. DESK AUDITS

The University recognizes the importance of desk audits as a tool to appropriately classify work positions and work duties. Desk Audit requests will be processed in accordance with State University Civil Service (SUCSS) Rules and Procedures. Requests for a desk audit are submitted to an employee's supervisor. The University will process all requests for desk audits within the time parameters set forth by SUCSS. No request for a desk audit shall be denied.

### SECTION 3. INTERVIEW AND TESTS

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

### SECTION 4. PROMOTIONS

A promotion is the appointment of a current employee to a position in a different classification having a higher maximum rate of pay. The salary increase may be up to 10% based on the University's discretion or the base of the range, whichever is greater. Exceptions to the standard promotion rate policy will require justification and review by Human Resource Services. After the review by Human Resource Services (HRS), HRS will

confirm budget approval and ultimate approval by the Senior Associate Vice President for Human Resources (or his/her/their designee). Human Resource Services review of salary exceptions will take into account the experience of the prospective employee, union contract provisions, the Fair Labor Standards Act, internal equity, external market, and any other relevant laws and NIU policies.

## SECTION 5. PROFESSIONAL DEVELOPMENT

The University recognizes the importance of professional development in terms of educational opportunities such as webinars, seminars, conferences, online courses, lectures and other. Employee requests for professional development may be honored, with the employee incurring no loss of pay for attendance. Certificate of attendance and any certification indicating successful completion of the requested course will be placed in the employee's personnel file and considered in the evaluation process.

With advanced supervisory written approval, costs associated with the lecture/training/conference will be paid by the University, including but not limited to books, tools, tuition, fees and travel. When there is a cost efficient, yet comparable alternative to professional development opportunities (e.g. LYNDIA.com, internal training, etc) the employee will be asked to pursue of the opportunity of least expense to the University.

## SECTION 6. TEMPORARY REASSIGNMENT WITHIN CLASS SPECIFICATIONS

The University has the right to re-assign a bargaining unit employee to another position within the same classification, including transferring positions to a different department within the same campus. Such reassignments will not be for arbitrary or capricious reasons. In accordance with SUCSS statute and rules, the University may temporarily assign work within class specifications from lower classifications within the employee's occupational line. Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

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

## SECTION 7. WORKLOAD EVALUATION

With the exception of emergency circumstances, when bargaining unit employees are assigned a significant change in their workload, within five (5) workdays, the employee may request a meeting in order to have a discussion with their supervisor about their altered work priorities in order to accommodate the workload, and/or determine how the work will

be accomplished as determined by the University. Such requests may be granted by the department or appealed for an evaluation by the departmental representative to determine the actual significance of the assignment. In the event that such a meeting is scheduled, the employee shall have the right to request a Union representative in the meeting to help facilitate communication and problem solving efforts. The University reserves the right to assign work in accordance with provision under the Management Rights section of the Agreement.

## **ARTICLE XII. COMPENSATION AND BENEFITS**

### **SECTION 1. BOARD OF TRUSTEES BENEFIT PROVISIONS**

During the term of this Agreement, all employee benefits shall be granted to bargaining unit employees in accordance with applicable Board and University policies (see current Board regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by Board and University policies. In the event of any change in Board and University policies concerning such benefits, the Union's Local President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or will have any impact on current bargaining unit employees, and if so, to negotiate concerning the impact of such change or changes.

### **SECTION 2. OFF CYCLE SALARY ADJUSTMENTS**

Off Cycle Salary Adjustments are defined as an increase to an employee's pay permanently for an increase in scope of duties, where a reclassification of the position is not warranted. Upon request of the department head and any other required approvals within the University, the requested adjustment will be reviewed by Human Resource Services and will take into account scope and complexity of the increase in duties, the experience of the employee, union contract provisions, the Fair Labor Standards Act, internal equity, external market analysis, and any other relevant laws and NIU policies.

### **SECTION 3. TEMPORARY WAGE ADJUSTMENT**

Compensation for the temporary assumption of additional duties and responsibilities may be eligible for a temporary salary adjustment. The increase is for the duration of the temporary assumption of duties. Upon request of the department head and any other required approvals within the University, the requested adjustment will be reviewed by Human Resource Services and will take into account the scope and complexity of the increase of duties, the experience of the employee, provisions within this agreement, the Fair Labor Standards Act, internal equity, external market analysis, and any other relevant laws and NIU policies.

### **SECTION 4. TEMPORARY UPGRADE**

Additional compensation for the temporary assumption of additional duties and

responsibilities of a higher classification may be considered a temporary upgrade and will be processed in accordance with the State Universities Statute and Rules which specifies the following guidelines: the employee assumes all or a significant amount of duties of a higher classification that, if the employee were to be assigned to the position on a permanent basis, the employee's position would be reclassified to the higher classification; and the employee in on the active civil service register for the higher classification. The duration for the assumption of additional duties will be in accordance with the State Universities Civil Service Statute and rules.

## **SECTION 5. OVERTIME/COMPENSATORY TIME**

### **A. OVERTIME**

1. There is no guarantee of overtime hours. Bargaining unit employees will receive advance written approval from department directors/supervisors prior to working beyond regular scheduled hours.
2. Overtime is paid beyond thirty-seven and a half (37 1/2) hours in a work week.
3. Overtime hours are permitted on an as-needed and case-by-case basis as determined by the department directors/supervisor.
4. Overtime pay will be based on actual hours worked. Paid benefits cannot be used to calculate overtime pay.
5. Exempt (salary) employees are not eligible for over time or compensatory time.

### **B. COMPENSATORY TIME**

In accordance with University policies and procedures, employees entitled to overtime pay under the terms of this Agreement may elect to take compensatory time off in lieu of overtime pay, provided that the employee and the supervisor mutually agree at the time that the overtime work was offered. The employee must give written notice to the supervisor of the intent to receive compensatory time in lieu of overtime pay. In the absence of written proof of the Agreement, the employee will be paid overtime pay. Compensatory time is not applicable to those employees considered to be exempt status under the Fair Labor Standards Act.

## **SECTION 6. CALL BACK PAY**

Whenever an employee works a call-back assignment as defined above, he/she/they shall receive a minimum of two (2) hours work or be paid for the actual time worked, whichever is greater, at the applicable overtime rate. Employees who are called to work on their scheduled day off will also receive a minimum of two (2) hours pay or be paid for actual time worked, whichever is greater, at the applicable overtime rate and consistent with university policy regarding overtime.

## SECTION 7. WAGE INCREASES

### **FISCAL YEAR 2018**

Following ratification of the Agreement by the NIU Board of Trustees, and no later than June 30, 2018, all eligible current **hourly** bargaining unit employees will receive a three (3) percent increase to their hourly wage retroactive to November 16, 2017, in accordance with the Board of Trustees implementation guidelines. Following ratification of the Agreement by the NIU Board of Trustees, and no later than June 30, 2018, all eligible current **salary** bargaining unit employees will receive a three (3) percent increase to their salary wage retroactive to November 16, 2017, in accordance with the Board of Trustees implementation guidelines.

### **FISCAL YEAR 2019**

Effective July 1, 2018, all bargaining unit employees will receive the same campus wide increase as all other NIU employees as determined by the NIU Board of Trustees and in accordance with the Board of Trustees implementation guidelines.

### **FISCAL YEAR 2020**

Effective July 1, 2019, all **hourly** bargaining unit employees will receive the greater of a three (3) percent increase to their hourly wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.. Effective July 1, 2019, all **salary** bargaining unit employees will receive the greater of a three (3) percent increase to their salary wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.

### **FISCAL YEAR 2021**

Effective July 1, 2020, all **hourly** bargaining unit employees will receive the greater of a three (3) percent increase to their hourly wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.. Effective July 1, 2020, all **salary** bargaining unit employees will receive the greater of a three (3) percent increase to their salary wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.

### **FISCAL YEAR 2022**

The parties will meet to open the Agreement for the sole purpose of negotiating wages for Fiscal Year 2022 (contract year commencing July 1, 2021) no later than sixty (60) days prior to the commencement of the fiscal year.

### **FISCAL YEAR 2023**

The parties will meet to open the Agreement for the sole purpose of negotiating wages for Fiscal Year 2023 (contract year commencing July 1, 2022) no later than sixty (60) days prior to the commencement of the fiscal year.

### **SECTION 9. FLAT RATE PAYMENT**

Upon ratification of the Agreement by both parties, all bargaining unit employees will receive a one-time additional payment of \$500.00 for work completed, to be paid after May 10, 2018 and no later than June 30, 2018. The one time payment is not applicable to the employee's base wages.

### **SECTION 10. ALLOCATION OF FUNDS TOWARD MARKET DEFICIENT WAGES**

The University will allocate \$250,000 for fiscal year 2020 and \$250,000 to fiscal year 2021 toward market-deficient employees, as determined by the University.

## **ARTICLE XIII MANAGEMENT RIGHTS**

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

- Determine the overall budget and use of budget of the University;
- Determine control and exercise discretion over the organization and efficiency of operations, including cost saving measures;
- Direct the employees, including the right to assign work within the scope of their classification specification (provided by SUCSS) and right to assign overtime;
- Hire, examine, evaluate, classify, promote, transfer, assign and schedule employees in positions with the University;
- Require training and/or course work related to duties within classification and/or job description, including performance, conduct, and university policies.
- Require licensing and/or credentials, including maintenance of such, related to scope of employment as a condition of continued employment.
- Determine if an employee can be convert from hourly status to civil service exempt status in accordance with State University Civil Service System procedures and statutes and Fair Labor Standards Act,
- Suspend, demote, discharge or take other disciplinary action against the employees for just cause;
- Counsel employee on areas that need improvement, including but not limited to submitting a letter of expectations, counseling statement, and/or performance improvement plan,

- 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 workplace standards; standards are not limited to attendance, performance, conduct, dress code, and customer service standards,
- 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 which departmental bargaining unit employees are considered essential personnel.
- Require testing and or training as a condition of employment, including continued employment, not limited to Title IX training, Non-Discrimination/Harassment Training, ethics training and testing.
- Right to require immunization/vaccinations for employees as a condition of employment including continued employment.
- Right to require professional credentials, certifications, licensure, and comply with clinical requirements as determined by the program to which they are employed, including but not limited to cardiopulmonary resuscitation (CPR) certification.

#### **ARTICLE XIV WORK RULES**

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

All parties recognize the University does not waive its right to adopt, create, and enforce policies for the workforce.

#### **ARTICLE XV STUDENT EMPLOYEES/EXTRA HELP**

The University retains the right to hire students and extra help to cover shortages in staffing, which may be assigned to complete tasks that are described in the class specifications of the bargaining unit employees represented in this agreement. Such a hire will not cause a bargaining unit employee to be displaced, laid off, furloughed, or terminated.

#### **ARTICLE XVI LAYOFF**

The University will process layoffs in accordance with the State Universities Civil Service Statute and Regulations. The University will notify an employee to be laid off at least thirty calendar days prior to the layoff. A notice will be given to the Union.

## ARTICLE XVII SUBCONTRACTING

It is the general policy of the University to utilize employees to perform work appropriate to the employee's classification. The University will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The University agrees to notify and discuss with the Union thirty (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 layoff or loss of pay for any employees, Human Resource Services will provide career counseling, qualification testing, and placement services to such employees. The University will, subject to Civil Service System Requirements, offer to such employees positions the University is currently seeking to fill at the same or comparable pay rate if possible.

## ARTICLE XVIII PRINTING OF THE AGREEMENT

The University will make this Agreement accessible on the Northern Illinois University website as an environmentally conscious alternative to printing, within thirty (30) days of signatures by both parties, where it will remain accessible for the life of the Agreement.

## ARTICLE XIX NO STRIKE/NO LOCK OUT

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, and/or any other intentional interruption of the operations of the University.

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

## ARTICLE XX PARTIAL INVALIDITY

Should any provision of this agreement be determined by a court of competent jurisdiction to be contrary to law, such findings shall not invalidate any other provision of this Agreement, and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

## ARTICLE XXI ENTIRE AGREEMENT

### SECTION 1. DURATION OF THE AGREEMENT

The effective date of this Agreement shall be the date of approval by the Northern Illinois University Board of Trustees, **May 10, 2018**, (following the ratification by the bargaining unit employees) and shall remain in full force and effect until June 30, 2023 and thereafter from year to year unless either party gives written notice at least ninety (90) days prior to the expiration date to the other of its intent to terminate or modify the Agreement. The contract shall remain in effect during the period when the parties are negotiating a

successor and until a successor is effective, unless either party shall notify the other of its intent to terminate the contract no sooner than ninety (90) days after such notice is given, which in no case shall be prior to the expiration date of the contract.

## SECTION 2. AUTHORITY OF THE AGREEMENT

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.

## SECTION 3. AGREEMENTS

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

## MEMORANDUM OF UNDERSTANDING - PARKING

Upon ratification, the blue sticker parking rate for local 1890 bargaining unit employees is \$116.00, effective July 1, 2017. All parties agree that future annual parking rates are set by the University, will be limited to a \$10.00 increase from the prior year for each year of the Agreement.

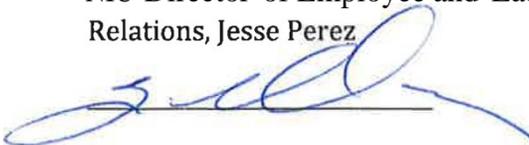
Agreed to by:

AFSCME Staff Representative, Sara Dorner:



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NIU Director of Employee and Labor  
Relations, Jesse Perez



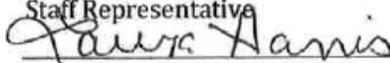
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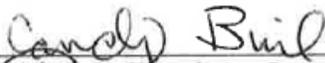
Acceptance by the Parties

In witness whereof, the parties hereto have executed this Agreement by their duly authorized officers and representatives this 10 day of May 2018.

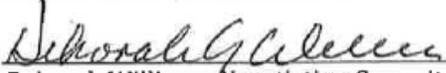
LOCAL 1890 - AFSCME

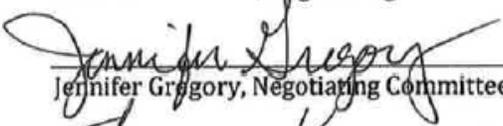
  
Sara Dorner, AFSCME Council 31  
Staff Representative

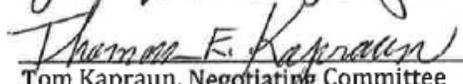
  
Laura Harris, Negotiating Committee

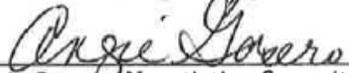
  
Candy Buie, Negotiating Committee

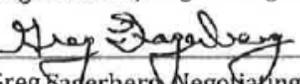
  
Patricia Wielert, Negotiating Committee

  
Deborah Williams, Negotiating Committee

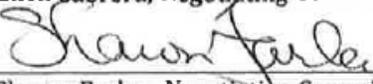
  
Jennifer Gregory, Negotiating Committee

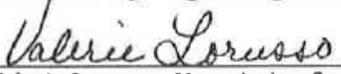
  
Tom Kapraun, Negotiating Committee

  
Angie Gasero, Negotiating Committee

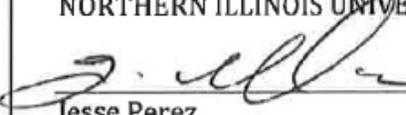
  
Greg Fagerberg, Negotiating Committee

  
Ellen Cabrera, Negotiating Committee

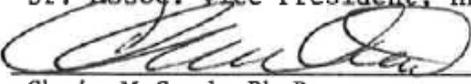
  
Sharon Farley, Negotiating Committee

  
Valerie Lorusso, Negotiating Committee

NORTHERN ILLINOIS UNIVERSITY

  
Jesse Perez  
Director of Employee & Labor Relations

  
Laura Alexander  
Sr. Assoc. Vice President, HR

  
Chris McCord, Ph.D.  
Acting Executive Vice President  
and Provost

N/A  
Matt Streb, Ph.D.  
Designee for the NIU Board of Trustees

## APPENDIX A

Illinois Educational Labor Relations Board Bargaining Unit Certification, petition case no 2016-RC-0001-C.

**AMENDED**  
**NOTICE TO EMPLOYEES**  
**FROM THE ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**  
**NOTICE OF MAJORITY INTEREST REPRESENTATION/CERTIFICATION**  
**PETITION CASE NO.2016-RC-0001-C**

A PETITION has been filed with this agency by AFSCME (American Federation of State, County and Municipal Employees) Council 31, AFL-CIO ("Union") pursuant to Section 7 of the Illinois Educational Labor Relations Act, 115 ILCS 5 (2002), as Amended. Your employer, Northern Illinois University is posting this notice so that the Illinois Educational Labor Relations Board can inform you of your basic rights under the Illinois Educational Labor Relations Act.

Under the Illinois Educational Labor Relations Act, the Illinois Educational Labor Relations Board is required to certify a petitioning labor organization as the exclusive bargaining representative for a group or unit of employees, upon the filing of a petition supported by evidence that a majority of those employees in the petitioned-for unit desire the petitioning labor organization to be their representative for purposes of collective bargaining. Therefore, any employee who signed a card or petition authorizing the petitioning labor organization to be his or her representative has already indicated his or her support for that labor organization. Support for the labor organization will be determined based upon this evidence, and so long as the evidence of majority support is not found to have been obtained by the labor organization through the use of fraud or coercion, no further election or other inquiry will be held to determine support for the labor organization. Any party having clear and convincing evidence of such fraud or coercion must bring it to the Board's attention within 21 days of the service of the petition on the employer.

In this case, the Union seeks to represent the following unit:

Included; All clerical, para-professional, technical and administrative employees that are employed at Northern Illinois University, including the following job classifications: Account Technician I, Account Technician II, Account Technician III, Administrative Aide, Administrative Assistant, Administrative Clerk, Admissions and Records Officer, Admissions and Records Representative, Admissions/Records Specialist I, Admissions/Records Specialist II, Admissions and Records Supervisor, Anthropology Curator I. Arena Physical Facilities Supervisor, Assistant Bookstore Manager, Assistant Program Director, Athletic Business Manager, Benefits Counselor, Benefits Officer, Benefits Services Supervisor, Bookstore Department Supervisor, Bookstore Manager, Broadcast Music Specialist, Broadcast News Specialist, Broadcasting Engineer, Business Manager I, Business Manager II, Campus Parking

Manager, Cashier II, Cashier III, Cashier IV, Chief Broadcasting Engineer, Chief Clerk, Child Development Associate, Child Development Supervisor, Clerical Assistant, Clerk, Collection Manager, Collection Representative, Collection Specialist, Community Affairs Specialist I, Copy Center Operator III, Copy Center Operator IV, Education Center Operations Supervisor, Educational Program Evaluation Coordinator, Environmental Health & Safety Technician III, Events Administrator, Financial Aid Adviser, Financial Aid Adviser Coordinator, Graduate Placement Officer, Graduate School Specialist, Graphic Designer Associate, Housing Administrator, Housing Officer, Housing Representative, Human Resource Assistant, Human Resource Officer, Human Resource Representative, Image Processing Technician I, Immigration Specialist, Institutional Research Data Coordinator, Institutional Research Data Specialist, Interpreter for the Deaf and Hard of Hearing, Intramural & Recreation Coordinator, Inventory Clerk, Inventory Record Control Supervisor, Inventory Specialist, Laboratory Animal Care Technician, Laboratory Animal Care Supervisor, Laboratory Manager, Local Area Network (LAN) Support Specialist II, Library Assistant, Library Clerk, Library Operations Associate, Library Specialist, Manager Assistant, Manager of Photographic Lab, Medical Office Associate (non-represented), Medical Officer Coordinator, Medical Office Specialist, Medical Records Administrator III, Medical Staff Services Specialist I, Multimedia Communications Associate, Multimedia Communications Specialist, Multimedia Technician, Officer Administrator, Office Manager, Office Support Associate, Office Support Specialist, Payroll Assistant Manager, Payroll Specialist I, Payroll Specialist II, Payroll Specialist III, Photographer, Program Administrative Assistant, Program Services Aide, Principal Electronics Technician, Program Assistant, Program Coordinator, Public Functions Supervisor, Publicity Promotion Specialist, Purchasing Officer, I, Purchasing Officer II, Purchasing Officer III, Retail Services Supervisor, Routing Supervisor, Scientific Computer Programmer II, Senior Applications Analyst, Senior Electronics Technician, Senior Events Administrator, Senior Library Specialist, Senior Photographer, Space Administrator II, Special Events Facilitator, Sports Equipment Supervisor, Sports Facilities Manager, Staff Clerk, Survey Interview Supervisor, Systems Programmer II, Systems Programmer III, Telephone Operator II, Telephone Operator III, Test Specialist, Transportation Clerk, Web Specialist I, Webmaster and all other eligible employees as defined by the Act.

Excluded: Administrative Aide (Office of the General Counsel), Administrative Assistant to Senior Associate Vice President for Human Resources, Administrative Assistant to Associate Vice President for HR. Compliance, Administrative Assistant to Executive Vice President and Provost, Administrative Assistant to Dean of College of Visual and Performing Arts, Administrative Assistant to Executive Secretary- University Counsel, Administrative Assistant to Dean of College of Health and Human Sciences, Administrative Assistant to Vice President of Operations and Community Relations, Administrative Assistant to Dean of College of Business, Administrative Assistant to Chief Diversity Officer, Administrative Assistant to Vice Provost for Faculty Affairs, Anthropology Curator II, Applications Analyst, Assistant Equal Opportunity Officer, Clerical Assistant/President's Office, Assistant Comptroller, Executive Assistant in President's Office, Graphic Design Manager, Graphic Designer, Human Resources Officer (Contracts, Records and Reports-Civil Service Contracts)/Deputy Director of Human Resources, Officer Manager for Associate Vice President of Facilities Management and

Campus Services, Officer Support Specialist/President's Office, Paralegal Assistant, Public Promotion Specialist for Associate Vice President of HR Compliance, and all managerial, supervisory, confidential and professional employees defined by the Illinois Educational Labor Relations Act.

This notice must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's office.

**ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**

**160 North LaSalle Street**  
Suite 1100

**One Natural Resources Way**

## **APPENDIX B - WEINGARTEN RIGHTS**

The rights of unionized employees to have a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251 (1975)). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he/she/they say, the employee has the right to request union representation. Unless otherwise specified in this Agreement, the University is not required to inform the employee of his/her/their Weingarten rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present management has three options:

- stop questioning until the representative arrives;
- call off the interview or;
- tell the employee that it will call off the interview unless the employee voluntarily waives rights to a union representative (an option the employee should always refuse.)

The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative cannot tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.