

AGREEMENT

BY AND BETWEEN

LOCAL UNION #364  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

AND

THE BOARD OF TRUSTEES  
NORTHERN ILLINOIS UNIVERSITY

Effective May 16, 2022 through June 30, 2025

## **ARTICLES OF AGREEMENT**

This Agreement has been made and entered into by and between the Board of Trustees for and on behalf of Northern Illinois University in DeKalb, Illinois (hereinafter referred to as the “Employer” or “University”) and the International Brotherhood of Electrical Workers, Local Number 364, AFL-CIO (hereinafter referred to as the “Union” or “Bargaining Representative”).

All references to the male gender in this Agreement are understood to include both male and female employees, unless specifically distinguished.

### **ARTICLE I UNION RECOGNITION**

#### Section 1.01

The Employer voluntarily recognized the Union as the exclusive collective bargaining representative in all matters pertaining to wages, benefits, hours, scope of work, terms and conditions of employment for employees in the bargaining unit, defined as: “all full-time and part-time employees engaged in install, repair and/or maintain voice/data/video communications systems within the classification of IT Support Associate under the working title and Field Service Tech. I, II, III and IV,” at Northern Illinois University in DeKalb, Illinois, as authorized by and consistent with the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq., and regulations promulgated thereunder, and as certified by the Illinois Educational Labor Relations Board on December 13, 2016 (Case Number 2017-VR-0001-C), and as to any such other classifications as may be added by agreement of the Employer and the Union.

### **ARTICLE II DUES CHECK-OFF AND FAIR SHARE PAYMENTS**

#### Section 2.01 Union Dues Deduction

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee required of all Union members, plus any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.

#### Section 2.02 Fair Share Payments

Pursuant to and consistent with 115 ILCS 5/11 of the Illinois Educational Labor Relations Act, covered employees who choose not to become members of the Union within thirty (30) calendar days of employment or thirty (30) days of the signing hereof, or who resign their membership in the Union, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee’s paycheck and forwarded to the Union along with the deductions provided for in Section 2.1 of this Article.

#### Section 2.03

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these rules are incorporated in this Agreement by reference and the Employer, and the Union agree to comply with and abide by all provisions of the act and said Fair Share Rule as they now exist or may be subsequently modified by the I.E.L.R.B., the State Legislature and/or any court of competent jurisdiction.

#### Section 2.04

In the event that any employee covered hereby is precluded from making a Fair Share Fee involuntary contribution as required by Section 2.3 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

#### Section 2.05

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article.

#### Section 2.06

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

### **ARTICLE III NON-DISCRIMINATION**

#### Section 3.01 Prohibition Against Discrimination

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of this Agreement on the basis of race, sex, creed, marital status, national origin, age, religion, handicap, veteran status, sexual preference or Union membership. Complaints involving discrimination or sexual harassment shall be reported to either Human Resource Services or the Affirmative Action Office.

#### Section 3.02 Non-Discrimination Against the Union

Both parties agree that there shall be no discrimination against officers and members of the Union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the Union and its members.

### **ARTICLE IV UNION RIGHTS**

#### Section 4.01 Activity During Working Hours

With supervisory permission, which shall not unreasonably be withheld and subject to operating needs, employees shall be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer's operations.

#### Section 4.02 Stewards

The Union may appoint an employee covered by this Agreement to act as Steward of the bargaining unit, and shall notify the Employer, in writing, of the employee designated as Steward. No Steward shall be discriminated against by the Employer for the faithful performance of his duties as Steward, nor shall any Steward be discharged, placed on layoff or disciplined until notice has been given to the Business Manager of the Union, in writing.

Stewards, upon receiving permission from the immediate supervisor shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes. No employees or Union representatives shall leave work to investigate, file or process grievances without first informing their immediate supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be denied in an arbitrary and capricious manner. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

#### Section 4.03 Union Bulletin Board

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene or defamatory in nature. All such notices shall be signed or authorized by an officer of the Union.

#### Section 4.04 New Employees

The Employer shall inform new employees covered by this Agreement about the Maintenance of Membership and Fair Share Fee provisions contained herein.

#### Section 4.05 Union Access to Facilities

A representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit workers are employed under the terms of this Agreement and only for business associated with the terms of this Agreement. Meetings between the members and a Union representative will be limited to the break or lunch period of members.

### **ARTICLE V EMPLOYER RIGHTS**

#### Section 5.01 The Employer

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State Universities Civil Service System of Illinois or the rules governing the Board of Trustees for Northern Illinois University, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

Any power or authority that the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget and use of budget of the Employer;

- 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 Employer;
- 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;
- Determine whether or not to fill a vacancy;
- 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;
- 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.

#### Section 5.02 Progressive Discipline

The Employer subscribes to the principles of the progressive and corrective discipline and shall discipline employees for just cause only. The Employer's agreement to use progressive and corrective disciplinary action does not limit in any respect the Employer'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. Documented verbal reprimand
2. Written reprimand
3. Suspension
4. Discharge

#### Section 5.03 Appropriate Use of University Resources

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

#### Section 5.04 Background Check Requirement

The Employer 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. Employer may conduct background check for cause as determined by the Employer.

#### Section 5.05 Uniforms

The Employer reserves the right to require the bargaining unit members to wear uniforms. Such uniforms will be provided by the Employer. Care of the uniforms is the responsibility of the employee. Cost of replacement, due to damage, is the responsibility of the employee.

#### Section 5.06 Identification

Employees may be required to wear an identification badge. Such will be provided by the Employer. Replacements are at the expense of the employee.

#### Section 5.07 Parking Permit

Both parties recognize that the cost of the annual parking permit is determined by the Employer.

### **ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION**

#### Section 6.01 Grievance Procedure

The purpose of the grievance procedure is to secure, at the lowest possible level, a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and in a cooperative manner.

#### Section 6.02 Definition

A grievance is defined as a dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this Agreement. Any grievance shall be filed on a form acceptable to the Employer and the Union. The grievance shall refer to the specific provision of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension, or other disciplinary action was imposed without just cause is subject to the State Universities Civil Service Statute and Rules, as well as the grievance procedure. The grievant shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

#### Section 6.03 Steps

It is agreed, when practical, that the steward and the affected employee(s) will first discuss problems with the unit supervisor and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure. All grievance must be filed by the Union at Step 3. From Step 3, the Director of Labor Relations can refer the matter to a lower step.

- **STEP 1:** If the matter is not resolved informally within the unit within five (5) working days after the Union is notified of the grievance, the Union shall present the written grievance to the

IT Manager or designee. The IT Manager or designee shall provide a written response within five (5) workdays after such presentation.

- **STEP 2:** If the grievance is not resolved after Step 1, and the Union wishes to pursue the matter, the Union shall have five (5) working days from the date of the Step 1 response to file a written grievance with the IT Manager. The written grievance shall be presented to the IT Manager or designee. The IT Manager or designee shall respond in writing within five (5) working days.
- **STEP 3:** If the grievance is not resolved after receiving the Step 2 response, the same written grievance along with the Step 2 response shall be presented by the Union as an appeal to the Director of Labor Relations, or designee. The Director of Labor Relations shall schedule a meeting with the Union on the grievance within ten (10) working days. The Director of Labor Relations, or designee, shall respond in writing within ten (10) working days after the meeting.

#### Section 6.04 Arbitration

If the grievance is not resolved by the Step 3 response, the Union may appeal the Step 3 response/decision and demand arbitration by notifying the Director of Labor Relations in writing within ten (10) working days after the receipt of the Step 3 response. The Director of Labor Relations, or designee, shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties, individually or jointly, shall request a panel of seven (7) arbitrators from Federal Conciliatory Mediation Services. Arbitrations occur only after a grievance has been filed by the Union or bargaining unit employee and denied by the Employer. Matters subject to arbitration shall be limited to disputes regarding wages, suspensions, and discharges. Probationary employee discharges shall not be eligible for arbitration.

The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The parties shall have the right to request that the arbitrator issue subpoenas or other orders requiring the presence of witnesses and/or production of documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The cost of the arbitrator, and any associated costs of the arbitration, shall be shared equally by the parties.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement. The decision of the arbitrator with respect to the issues eligible for arbitration and the disposition of the case shall be final and binding on the parties.

#### Section 6.05 Withdrawn Grievance

The employee is required to submit a grievance within five (5) workdays from the initial occurrence of the alleged violation. Timely submitted grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not filed or appealed within the designated time limits shall be treated as withdrawn by the Union. The time limits at any step or for any hearing may be extended by mutual written agreement of the parties.

### Section 6.06 Discharge/Demotion

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and employee shall be notified of the intent to discharge/demote, and the reasons for such discipline. If, during the processing of the discharge/demotion through the State Universities Civil Service System process, the employee wishes to protest such action, a grievance may be filed at Step 3 of the grievance system. The grievance protesting the action may be filed at any time, provided discharge/demotion proceedings have not been completed under the Civil Service System requirements. If a grievance is filed, the University's response shall contain an outline of the options available to the employee with respect to further pursuit of the matter. If the grievance is denied and the discharge/demotion process proceeds, the employee may:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System; 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 constitute a waiver of any rights, which either the employee or the Union might otherwise have had, to use the grievance procedure of this Agreement with respect to said discharge.
- 2) Alternatively, the Union may proceed to arbitration pursuant to the grievance procedure of the Agreement.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

## **ARTICLE VII NO STRIKE OR LOCKOUT**

### Section 7.01

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages or slowdowns, or any other form of concerted job action during the term of this Agreement. No official or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

### Section 7.02

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Section in accordance with State Universities Civil Service System Statute and Rules.

### Section 7.03

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.



## **ARTICLE VIII LIMITATION OF AGREEMENT AND WAIVERS**

### Section 8.1

The Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees of Northern Illinois University and Regulations of the State Universities Retirement systems, as they exist and/or as they are from time to time amended, shall apply to covered employees, except as modified by this Agreement. A copy of such Rules and Regulations shall be placed in the common employee eating area and a copy shall be provided to the Union and employees upon request.

### Section 8.02

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to conform to the law, rule, regulation, order, or decision. All other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE IX BENEFITS**

### Section 9.01

The employees covered under this Agreement shall be entitled to all benefits provided to Non-Exempt Civil Service Staff in the Board of Trustees Governance Documents, except that where this Agreement provides for greater benefits, this Agreement shall apply.

### Section 9.02 Pension

Employees will be eligible to participate in any pension plan made available by the Employer to any other non-exempt employees under current regulations as established by the University and as may be amended from time to time.

All provisions of the SURS retirement program, as currently in effect or amended, shall apply to members of the bargaining unit in accordance with SURS policies pertaining to employee contributions, eligibility, and benefits.

### Section 9.03 ADA Procedures

The Employer agrees to notify the Union when accommodations are requested within the bargaining unit under State or Federal legislation, including the Americans with Disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of accommodation as would be affected by the provisions of this Agreement and the Illinois Educational Labor Relations Act.

The immediate supervisor will discuss any physical demand analysis worksheet with the employee before requiring the employee to sign the document. Signing the document does not imply the employee's agreement to the contents therein.

## **ARTICLE X HOLIDAYS**

### Section 10.01 Designation of Holidays

The University observes eleven (11) holidays and, except in emergency situations or in order to maintain essential services, University facilities will be closed on these holidays and employees covered under this Agreement are not to report to work, unless scheduled in advance. Paid holidays and the amount of compensation for work during such closures are governed by the Board of Trustees Regulations.

## **ARTICLE XI HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY**

### Section 11.01

During the term of this Agreement, health and life insurance benefits shall be provided to members of the bargaining unit covered by this Agreement in accordance with Illinois law, as administered by Central Management Services.

### Section 11.02

Retirement, death, and disability benefits shall likewise be provided to all employees in accordance with applicable Illinois law.

### Section 11.03 Related Optional Benefits

Related optional benefits (e.g. U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees, shall be available to employees covered by this Agreement in accordance with applicable Board and/or University policies and guidelines.

## **ARTICLE XII WORK SCHEDULES**

### Section 12.01 Essential Services

Bargaining unit is work that is designated as “Essential Services”. As Essential Services, employees are required to be available outside of the regular University business hours, which includes weekends, holidays, and closures, including weather emergencies. The Employer reserves the right to determine the schedule of bargaining unit employees. In cases where the department creates an additional shift, the Employer will provide a thirty (30) day calendar notice to the employees. Such shifts may occur after regular university business hours, including an overnight shift. Employees may select their shift based on seniority. When there are not enough employees that bid to a shift, scheduling will be made by the Employer based on inverse seniority of the bargaining unit employees. The number of positions per shift is at the discretion of the Employer.

### Section 12.02 Shifts

The need for Field Services support has evolved beyond daytime working hours of 8 a.m.-4:30 p.m. The duties of our team continue to expand into areas of support that are critical to NIU and external client services during the evening. We have multiple occasions weekly in which our services may be more efficiently provided from 4:30-11:00 p.m. or from a 3-11 p.m. shift for example. Some of our work is better performed beyond the “normal workday” as our NIU and external customers cannot have services impacted during their workday. Many academic and extracurricular events also take place during the evening for which technical support is needed but

unavailable. Beyond our network needs, our team supports card-reading devices, surveillance systems and broadcast operations which often have technical support needs during the evening.

### Section 12.03 On Call

This provision applies to instances in which a member is called backed by the Employer, or a designee, to perform work duties after the member left the workplace for his/her scheduled workday.

Normal working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. On-Call responsibilities start Friday 4:30 p.m. and goes until the following Friday 8 a.m. On-Call responsibilities then rotates to the next scheduled member at 4:30 p.m.

The On-Call schedule is created at the start of each calendar year by the IT Manager with input from the staff.

On-Call responsibilities will rotate through all members to ensure equal distribution. If needed, management will keep tally for even distribution of On-Call responsibilities.

On-Call callout will come from Messages left in Field Services Voice Mail Box.

On-Call member has thirty (30) minutes to respond when a message is left in the On-Call mailbox. 815-753-8060 or when contacted directly via any other means.

The on-call member that responds to the call-out, earns two (2) hours at 1.5x's the members hourly rate, beginning when member arrives at the office to get truck, parts, and tools, in response to the call out.

If call/callout goes past the two (2) hours, then time worked is accumulated in fifteen (15) minute increments.

Time worked stops being accumulated when the member is relieved by another resource, or when the service is restored.

For off campus work, travel time from the office to the worksite, and from the worksite to the office, are included in hours worked and are calculated as google maps fastest route drive times, with no stops in between.

If the situation demands additional members on site, the on-call member is responsible to find other available members to assist, and then call IT Manager for approval.

Other additional members that have been approved by the manager, that are called-back, receive pay at 1.5x's the members hourly rate for actual time worked, starting when they arrive at the office to get truck, parts, and tools.

### Section 12.04 Rest Periods & Lunches

Employees are permitted one (1) rest period, not to exceed fifteen (15) minutes during the first half of their work shift, one (1) unpaid lunch period not to exceed one (1) hour, and one (1) rest period

not to exceed fifteen (15) minutes during the second half of their work shift. The rest periods are to be preceded and followed by extended work periods. Rest periods may not be combined with each other, with breaks periods, or not allowed to be used at the beginning or end of the workday. The Employer will determine the member's schedule for breaks and rest periods.

## **ARTICLE XIII LABOR MANAGEMENT CONFERENCES**

### Section 13.01 Labor/Management Conference

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer representatives. Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meetings. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall include but not be limited to:

- a) Discussing the implementation and general administration of this Agreement.
- b) Sharing general information of interest to the parties.

### Section 13.02 Employee Attendance

The Employer will allow two (2) employees in the bargaining unit to attend such conferences when scheduled. Attendance by the employee at the conferences during working hours shall be without loss of pay. However, the employees must give reasonable notice to the supervisor of the intended absence and the supervisor may only deny such time to satisfy the operating needs of the University.

## **ARTICLE XIV OVERTIME DISTRIBUTION AND EQUALIZATION**

### Section 14.01

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this Agreement.

### Section 14.02

Overtime shall be offered in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign any mandatory overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself.

### Section 14.03

For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the IT Manager or his/her representative determine that the senior eligible employee is not fully qualified to perform the work.

## **ARTICLE XV SENIORITY**

### Section 15.01 Seniority Definition

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil Service System Statute and Rules.

### Section 15.02 Seniority Lists

The Employer will provide the Union, on request, the current seniority list, to be revised at least annually, showing each employee's seniority and relative position.

## **ARTICLE XVI EMPLOYER TOOL & MATERIAL RESPONSIBILITY**

### Section 16.01 Employer's Tools

Members of the bargaining unit shall be provided with all tools necessary to effectively and efficiently perform all functions of their classification and trade.

- a) Broken tools will be replaced by the Employer;
- b) Stolen tools will be replaced by the Employer pending the employee filing a theft report with the Northern Illinois University Department of Public Safety;
- c) Lost or misplaced tools may be replaced by the Employer pending the conditions and circumstances of such loss.

### Section 16.02 Appropriate Use of University Resources

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

### Section 16.03 Cell Phone & Laptop

NIU will issue cell and laptop equipment to support all field and on-call work. Bargaining unit members are required to carry this equipment during their normal work hours and when on call. All issues and malfunction(s) of this equipment will be reported to their supervisor.

### Section 16.04 Uniforms

The Employer reserves the right to require the bargaining unit members to wear uniforms. Such uniforms will be provided by the Employer.

### Section 16.05 Identification

Employees may be required to wear an identification badge. Such will be provided by the Employer.

## **ARTICLE XVII SAFETY**

### Section 17.01

In order to have a safe place to work, the University agrees to comply with all state and federal laws concerning the safety of employees covered by this Agreement.

### Section 17.02

The Employer agrees to provide a suitable place to eat and change clothes. It shall be heated in the winter and large enough to accommodate employees and their tools.

### Section 17.03 Employees Entering Residence Hall Non-Public Areas

Employees who are assigned to make repairs in residence hall non-public areas must request an escort prior to entering a student-resident's private area. Bargaining unit members may not enter a private residential room without an escort, except during an emergency as determined by the IT Manager, or designee. When requested, the IT Manager is responsible for coordinating arrangements for an escort.

## **ARTICLE XVIII PERIOD COVERED, STATUS DURING NEGOTIATIONS**

### Section 18.01 Period Covered

This Agreement shall take effect May 16, 2022 and remain in effect through June 30, 2025.

### Section 18.02 Commencement of Negotiations

Either party desiring to change or terminate this Agreement must notify the other, in writing no sooner than ninety (90) days or later than sixty (60) days prior to the expiration date.

### Section 18.03 Mutual Consent

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted for approval to the International Office of the International Brotherhood of Electrical Workers and the Human Resource Services of Northern Illinois University.

## **ARTICLE XIX WAGES**

### Section 19.01 Hourly Wages

- a) The wage rates for all employees are listed in Appendix A. It is understood that wage progression will follow specified time intervals.
- b) It is understood and agreed that new employees may be hired at any of the rates indicated in Appendix A, consistent with their training, experience and other qualifications, as determined by the Employer. With the exception of the employee's first year of employment, such employee's wages shall progress in conformity with the periods and amounts shown in Appendix A.

## **ARTICLE XX LIMITATIONS**

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, Bylaws 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.

**ARTICLE XXI 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 XXII ZIPPER CLAUSE**

This Agreement 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. The Employer shall not be obligated to negotiate with the Union during the duration of this agreement with respect to any matter related to wages, hours, benefits, terms, and conditions of employment.

**SIGNATURES**

IN WITNESS WHEREOF: the parties hereto have executed this Agreement by their duly authorized officers and representatives.

**UNION**

**EMPLOYER**

[Signatures removed for security reasons]

[Signatures removed for security reasons]

\_\_\_\_\_  
Alan R. Golden                      Date  
Business Manager and Financial Secretary

\_\_\_\_\_  
William Hodson                      Date  
Sr. Associate Vice President and  
Chief Human Resources Officer

[Signatures removed for security reasons]

\_\_\_\_\_  
Jesse Perez, EdD.                      Date  
Director of Labor Relations  
Chief Negotiator

## APPENDIX A WAGES

For year one (May 16, 2022 through June 30, 2023) and year two (July 1, 2023 through June 30, 2024), members will not be eligible for the campus wide increment. In year three of the cba (July 1, 2024 through June 30, 2025), members will receive the equivalent of the campus wide increment or 3% (the greater of the two, but not both).

The following is the wage scale for Field Techs (FT):

	<u>Year I</u>	<u>Year II</u>	<u>Year III</u>
	Eff. May 16, 2022	July 1, 2023	July 1, 2024
	6% increase	4% increase	3% increase or campus wide
FT I	\$23.85	\$24.80	\$25.55
FT II	\$27.56	\$28.66	\$29.52
FT III	\$29.15	\$30.32	\$31.23
FT IV	\$28.00*	\$28.00*	\$28.00*

\*Indicates that there intentionally was no change from the previous agreement. There are no members in this position

Bargaining unit members will receive the scheduled increase wage or stated percentage increase, the greater of the two (2) but not both. For example: some current bargaining unit members currently are above the bargained pay rate above. In such cases, those employees will receive the percentage increase to their existing wage instead of the lower pay rate for that year.