Agreement

Between

Mid-America Carpenters Regional Council
United Brotherhood of Carpenters & Joiners of America

And

The Board of Trustees of
Northern Illinois University,
DeKalb, Illinois

Effective July 1, 2023 through June 30, 2029
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IN WITNESS WHEREOF:
ARTICLES OF AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at DeKalb, Illinois, hereinafter referred to as the Employer, and the Mid-America Carpenters Regional Council Local Union 790 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

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters pertaining to wages, hours, scope of work, terms and conditions of employment in the classification of carpenters, locksmiths, carpenter foreman, and carpenter locksmiths foreman at Northern Illinois University at DeKalb, Illinois, as provided for in Illinois Revised Educational Labor Relations Board on December 10, 1992, Case No.93-RC-0006-C, and such other classifications as may be added by Agreement of the Employer and the Union.

ARTICLE II NON-DISCRIMINATION

ARTICLE II, SECTION 1 PROHIBITION AGAINST DISCRIMINATION

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of the 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 either to Human Resources Services or the Affirmative Action Office.

ARTICLE II, SECTION 2 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 III UNION RIGHTS

ARTICLE III, SECTION 1 ACTIVITY DURING WORKING HOURS

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.

ARTICLE III, SECTION 2 STEWARDS

The Union may appoint a journeyman 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 representative 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 permission shall not be unreasonably denied. 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.

ARTICLE III, SECTION 3 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 by an officer of the Union and approved by the Employer prior to posting.

ARTICLE III, SECTION 4 NEW EMPLOYEE

The Employer shall inform new employees covered by this Agreement that they are eligible for membership in the Union.

ARTICLE III, SECTION 5 UNION ACCESS TO FACILITIES

Upon prior notification twenty four (24) hours in advance when possible and not to disrupt operation through the Physical Plant Administrative Office or Human Resource Services Labor Relations Office, a representative of the Union shall be allowed access to any job at any reasonable time where bargaining unit employees are employed under the terms of the Agreement and only for business associated with the terms of the Agreement.

ARTICLE IV EMPLOYER RIGHTS

The Union recognizes and supports the Employer’s retention to itself of all rights, powers, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State University Civil Service System Of Illinois or the rules governing the Board of Trustees 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 which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer through its management officials include, but are not limited to, the following:

1. Determine the overall budget of the Employer.
2. Determine control and exercise discretion over the organization and efficiency of operations;
3. Direct the employees including the right to assign work and overtime.
4. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer.
5. Suspend, demote, discharge, or take other disciplinary action against the employee for proper cause.
6. Increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons.
7. Set standards for service to the public.
8. Determine the locations, methods, means, and personnel by which operations are to be conducted.

9. Change or eliminate equipment or facilities.

ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE V, SECTION 1 PURPOSE OF 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.

ARTICLE V, SECTION 2 GRIEVANCE DEFINITION
A grievance is defined as a dispute by an employee or the Union concerning provision(s) of this Agreement or Policies and Procedures. Any grievance shall be in written form. The grievance shall refer to the specific provision of the collective bargaining Agreement or Policies and Procedures alleged to have been violated. It shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service Statute and Rules, as well as the grievance procedure.

Grievants shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

ARTICLE V, SECTION 3 STEPS
It is agreed that the steward and or foreman and the affected employee(s) will first discuss problems within the unit and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure.

The following procedure shall be adhered to when pursuing a resolution of a dispute:

• **STEP 1**: If the matter is not resolved informally within the unit within five (5) working days after the grievant makes a complaint, the grievant and or the Union shall orally present the grievance to the Assistant Director of the Physical Plant or a representative of that department. The Assistant Director of the Physical Plant or a representative of the department shall provide an oral response within five (5) days after such presentation.

• **STEP 2**: If the problem is not solved to the satisfaction of the employee after Step #1, and the employee wishes to pursue the matter, the employee and or Union representative shall have five (5) working days from the date of the Step #1 response to file a written grievance. The written grievance shall be presented to the Director of the Physical Plant or designee. The Director of the Physical Plant or a designee shall respond in writing within ten (10) working days.

• **STEP 3**: If the grievance is not resolved to the satisfaction of the grievant by the Director of the Physical Plant, the same written grievance along with the Step #1 and Step #2 responses shall be presented by the employee and or Union to the Director of Labor Relations or designee within five (5) working days after the Step #2 response. The Director of Labor Relations or a
designee shall conduct a meeting 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.

**ARTICLE V, SECTION 4  ARBITRATION**

If a grievance is not resolved with the Step #3 response, the written grievance may be referred by the Union to arbitration by notifying the Director of Labor Relations or designee in writing within five (5) working days after the receipt of the grievance Step #3 response. The Director of Labor Relations or designee and the Union 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 shall jointly request Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer, employee or Union has the right to request the arbitrator to require 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 employee shall be allowed sufficient time with pay to attend the arbitration hearing. The expense and fees of the arbitrator and 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 arbitrability and the disposition of the case shall be final and binding on the parties.

**ARTICLE V, SECTION 5  WITHDRAWN GRIEVANCE**

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 grievances.

The time limits at any step or for any hearing may be extended in writing by mutual Agreement of the parties involved at that particular step.

**ARTICLE V, SECTION 6  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. 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 discharge/demotion proceeding shall not be finalized until the Civil Service System requirements have been met and the grievance, if one was filed, is responded to at Step #3, whichever is later. 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 is moved forward, the employee may:

1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.

2) Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to
follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall constitute a waiver of any rights which either the employee or the Union might otherwise have had to use the grievance procedure of this collective bargaining Agreement with respect to said discharge. 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 VI NO STRIKE OR LOCKOUT

ARTICLE VI, SECTION 1 NO STRIKE, WORK STOPPAGES OR SLOWDOWNS

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.

ARTICLE VI, SECTION 2 DISCIPLINE

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

ARTICLE VI, SECTION 3 NO LOCKOUT

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

ARTICLE VII LIMITATION OF AGREEMENT AND WAIVERS

ARTICLE VII, SECTION 1 RULES AND REGULATIONS

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees and Regulations of the State Universities Retirement Systems as they exist and or as they are from time to time amended.

ARTICLE VII, SECTION 2 PROVISIONS OF THIS AGREEMENT

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 comply with the law, rule, regulation, order or decision. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE VII, SECTION 3 PARKING PERMITS

The annual cost of parking permits, for personal vehicles, are determined by the Employer.
ARTICLE VIII BENEFITS

ARTICLE VIII, SECTION 1 BENEFIT TOPICS

The employees covered under this Agreement shall be entitled to the specific benefits identified for Non-Exempt Civil Service Staff in the Board of Trustees Governance Documents (Business Procedure Manual, Northern Illinois University Procedure 7-9, 7-10, 7-11, etc.) where not otherwise addressed or amended in this Agreement document.

These benefits topics include but are not limited to the following:

1. Vacation
2. Sick Leave
3. Workers Compensation
4. Holidays
5. Other Leaves of Absence
6. Educational Benefits
7. Transfer of Benefit Credits
8. Tax Deferred Compensation Plan
9. Retirement
10. Group Insurance
11. Unemployment Compensation
12. Transfer of Benefits
13. Tuition Contribution Program
14. Bereavement
15. Jury Duty
16. Military Leave

ARTICLE IX HOLIDAYS/UNIVERSITY CLOSURES

ARTICLE IX, SECTION 1 DESIGNATION OF HOLIDAYS

The University observes nine (9) holidays and, except in emergency situations or in order to maintain essential services, University facilities will be closed on these observed holidays and employees covered under this Agreement are not to report to work.

ARTICLE IX, SECTION 2 PAID HOLIDAYS

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays and the following observed holidays as recognized on the approved University calendar:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Freedom Day
- Independence Day
- Labor Day
- Election Day (As determined by the University, general election years only)
- Thanksgiving Day
- Christmas Day
In the event that work is required on any observed holiday, compensation will be at two (2) times the applicable rate of pay for all hours worked in addition to holiday pay.

**ARTICLE IX, SECTION 3 FLOTTING HOLIDAYS**

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four (4) floating holidays. In the event that work is required on any floating holiday, compensation will be at straight time the applicable rate for all hours actually worked, in addition to any holiday pay.

**ARTICLE IX, SECTION 4 ADMINISTRATIVE CLOSURE DAYS**

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay. In the event that work is required on any administrative or institutional closure day, compensation will be paid at the straight time rate of pay for all hours worked, in addition to any closure day pay.

**ARTICLE IX, SECTION 5 WEATHER/EMERGENCY CLOSURES**

During a weather-related closure declared by the President or designee, employees that are required to report to work shall be compensated in accordance with Northern Illinois University weather closure policy for essential staff. Emergency or weather closures are not considered Administrative Closures.

**ARTICLE X HEALTH AND LIFE INSURANCE, PENSION AND DISABILITY**

**ARTICLE X, SECTION 1 COVERAGE**

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 the Illinois State Employees Group Insurance Act of 1971.

**ARTICLE X, SECTION 2 RETIREMENT, DEATH AND DISABILITY**

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

**ARTICLE X, SECTION 3 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 X, SECTION 4 RETIREMENT**

Should Northern Illinois University offer a Retirement Enhancement Plan during the term of the collective bargaining agreement along with new enrollment dates, it is understood that employees covered under this agreement who meet the qualifications and are granted early retirement under any Northern Illinois University Retirement Enhancement Plan will be eligible to participate in the plan under current regulations as established by the University and as may be
amended from time to time. If approved and granted, additional payouts received by the employee will be regenerated by means of the University delaying filling the vacancy created within the bargaining unit for a period of time to cover the additional payout.

**ARTICLE XI HOURS OF WORK, OVERTIME**

**ARTICLE XI, SECTION 1 WORKWEEK, WORKDAY**
Bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday with a one-half (.5) hour unpaid lunch period.

Eight (8) hours constitutes a workday, and forty (40) hours constitute a workweek.
Starting times may be changed up to two (2) hours by mutual Agreement of the Employer and the Union. Overtime will be paid on the basis of eight (8) hours per day and forty (40) hours per week.

Upon request by either party, alternative schedules may be discussed in the instance of a financial crisis or budgetary problem. Upon joint approval, hours of work may be altered or adjusted to avoid scheduled layoffs.

**ARTICLE XI, SECTION 2 SECOND SHIFT WORK**
Bargaining unit employees may be assigned to work the second (2nd) shift. The second (2nd) shift shall normally be scheduled to work eight (8) consecutive hours between the hours of 4:00 p.m. and 12:00 a.m. on Monday through Friday. Eight (8) hours constitute a work day and forty (40) hours constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union.

Bargaining unit employees assigned to work the second shift shall be provided a half hour (0.5 hour) paid lunch period to be taken during their regularly scheduled eight (8) hour shift.

**ARTICLE XI, SECTION 3 OVERTIME PAY**
All overtime on Monday through Saturday shall be paid at one and one-half (1.5) times the regular straight-time rate of pay.
All other work performed on Sundays shall be paid at double the regular straight time rate of pay.

**ARTICLE XI, SECTION 4 REST PERIODS**
Employees are permitted a rest period not to exceed fifteen (15) minutes during the first half of their work shift, and fifteen (15) minutes during the second half of their work shift. The rest period is to be preceded and followed by an extended work period.

**ARTICLE XI, SECTION 5 CALL BACK**
When an employee is called to work for an unscheduled assignment outside of the regular workday when work has been completed and the employee has left the University, the employee shall be compensated for a minimum of two (2) hours of two and one half (2.5) times the journeyman rate of pay for the first hour of work. After the first hour of work, all work performed shall be paid at the two (2) times the journeyman rate of pay.
ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION

ARTICLE XII, SECTION 1 OVERTIME DISTRIBUTION

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees covered by this Agreement. All scheduled overtime noncontiguous to an employee’s regular shift or overtime scheduled on an employee’s regularly scheduled day off shall be scheduled for a minimum of four (4) hours at the applicable rate.

ARTICLE XII, SECTION 2 OVERTIME IN ACCORDANCE WITH SENIORITY

Overtime shall be in accordance with an equalized number of hours covering all employees as determined by the foreman or other administrator.

If all employees available to work the overtime hours decline the opportunity the Employer shall assign the 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.

ARTICLE XII, SECTION 3 EQUALIZING THE DISTRIBUTION OF OVERTIME

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 foreman or the Director of the Physical Plant or his representative determine that the senior eligible employee is not fully qualified to perform the work.

ARTICLE XIII WORKING OUT OF TOWN

ARTICLE XIII, SECTION 1 PERSONAL VEHICLE/TRAVEL PAY

When employees are sent outside the jurisdiction covered by the Agreement, transportation expense will be paid by the Employer and room and board will be paid by the Employer if the employees are required to remain away from home overnight.

Such payment is restricted to those charges and amounts as authorized for payment in Travel Regulations for State Employees as published by the Illinois Travel Regulation Council. Employees will be compensated for such travel and out-of-town work in accordance with the provisions of the Fair Labor Standard Act as it pertains to government employees. Unless agreed to by the employee, bargaining unit members shall not be required to use their personal vehicles for travel outside the jurisdiction of this Agreement.

ARTICLE XIV CONTRACTING WORK

ARTICLE XIV, SECTION 1 SUBCONTRACTING/EXTRA HELP

The Employer will not subcontract work normally performed by bargaining unit employees nor employ “extra help” carpenters, as defined by the State Universities Civil Service System (SUCSS), if any bargaining unit employees are on layoff or any employees are on a schedule less than the workweek defined herein. Per SUCSS, “extra help” carpenters do not accrue any seniority.
ARTICLE XIV, SECTION 2  EXTRA HELP

1. Both parties agree to the use of nonstatus “extra help” carpenters during periods of heavy workloads as determined by the Employer. All “extra help” carpenter positions shall be established and employed in accordance with the State Universities Civil Service System Statute and Rules. Extra help employees may be asked to work scheduled overtime when the work is created by a specific project which the extra help employee has been assigned as their primary duty or responsibility.

2. Such “extra help” carpenters shall be referred for employment from the appropriate craft hall with final approval for appointment residing solely with the Employer. As with status positions represented by this unit, salaries for these nonstatus employees shall be defined according to prevailing rate guidelines outlined in ARTICLE XXII, SECTION 1 of the Collective Bargaining Agreement. With respect to these nonstatus positions, the Employer retains all rights designated and implied by ARTICLE IV of the current Collective Bargaining Agreement including the right to determine the duration of appointment attached to each of these positions.

3. In accordance with University policy, “extra help” carpenters shall not receive any University benefit including, but not limited to, vacation, sick leave, holidays (unless required to work), administrative closures, educational benefits, tax deferred compensation plans, retirement, group insurance, tuition waiver/reimbursement, bereavement leave, military leave, and jury duty pay.

4. For each “extra help” carpenter employed, the Employer agrees to contribute the appropriate and stipulated Employer amount to the external pension, annuity, and health/welfare trust fund. These amounts shall be based on the total hours worked by each “extra help” carpenter or on the total accumulated hours worked by all “extra help” carpenters in this unit only. Hours worked by regular status employees represented by this unit shall not be used in the calculation of Employer contributions to these trust funds.

5. In accordance with State University Retirement System regulations, time served in this capacity as “extra help” shall not be eligible for accrual under that System since these employees actively continue to participate in external pension programs.

6. To the extent provided for in the specific Participation Agreement, the Employer agrees to administer participation and payment protocols in accord with the standards set forth.

7. Both parties acknowledge also that the content and administration of this section shall be in accordance and consistent with the rules and regulations of the State Universities Retirement System, State Universities Civil Service System, and all other applicable federal or state laws. Any provision that is declared inconsistent with applicable statutes shall be null and void.

8. It is understood that the addition of this section does not provide the Board of Trustees at Northern Illinois University the right to negotiate wages and conditions of the external Collective Bargaining Agreement negotiated with area contractors.
ARTICLE XV LABOR MANAGEMENT CONFERENCES

ARTICLE XV, SECTION 1 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 meeting 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

ARTICLE XV, SECTION 2 EMPLOYEE ATTENDANCE

Two Employees from the NIU Carpentry Shop shall be provided paid release time from their regular work hours to attend and participate in all contract negotiations. However, the employee must give reasonable notice to the supervisor of the intended absence and the supervisor may grant such time consistent with the operating needs of the University.

ARTICLE XVI SENIORITY

ARTICLE XVI, SECTION 1 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 System Statute and Rules.

ARTICLE XVI, SECTION 2 SENIORITY LISTS

The Employer will provide current seniority lists that will be revised annually showing each employee’s seniority and relative position.

ARTICLE XVI, SECTION 3 PARTIAL LAYOFFS

Nothing in this article shall prevent the Union and the Employer from mutually agreeing to a program of spreading the work within the bargaining unit in the event of a scheduled layoff of one (1) or more employees within the unit.

ARTICLE XVI, SECTION 4 LAYOFF AND RECALL

When making a reduction in the number of employees due to lack of work and when recalling employees the following procedures shall govern:

a) Probationary employees will be laid off first, then employees with the least seniority.

b) Recall of employees will be in order of seniority.
ARTICLE XVII POSTING OF JOB OPENINGS AND VACANCIES

ARTICLE XVII, SECTION 1 OPENINGS WITHIN THE BARGAINING UNIT
When job openings or vacancies occur within the bargaining unit or when new positions are created within the unit, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted for a minimum period of three (3) calendar days prior to initiation of procedures to fill the job.

ARTICLE XVII, SECTION 2 OPENINGS OUTSIDE OF THE BARGAINING UNIT
Non-bargaining unit openings are posted in the campus Human Resource Services. Bargaining unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

ARTICLE XVII, SECTION 3 AWARDDING OF POSTED JOBS
The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules.

ARTICLE XVIII EMPLOYER TOOL & MATERIAL RESPONSIBILITY

ARTICLE XVIII, SECTION 1 EMPLOYER’S TOOLS
The University shall provide employees with all power tools necessary to complete their assigned duties. The University shall replace personal broken tools where such damage is a direct result of the performance of assigned duties. All journeyman carpenters will have in their possession all necessary hand tools to complete all typical carpenter assignments as directed.

ARTICLE XIX SAFETY

ARTICLE XIX, SECTION 1 LAWS CONCERNING THE SAFETY OF EMPLOYEES
In order to have a safe place to work, the University agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement.

ARTICLE XIX, SECTION 2 SUITABLE PLACE TO EAT AND CHANGE CLOTHES
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.

ARTICLE XIX, SECTION 3 TRAINING
The Employer shall encourage additional training in the carpenter field and in accordance with current University policy.

The Employer will be responsible for training all employees on any carpentry systems installed in new or existing buildings at any Northern Illinois University facilities.
ARTICLE XX WORK JURISDICTION

ARTICLE XX, SECTION 1 WORK JURISDICTION

All carpenters work normally performed at all Northern Illinois University facilities within the jurisdiction of this Agreement shall be performed by employees covered by this Agreement.

The definition of carpenter work will conform to the jurisdiction given to the Mid-America Carpenters Regional Council Local Union No.790 by the American Federation of Labor and the Congress of Industrial Organizations, or as defined in the collective bargaining Agreement between the Mid-America Carpenters Regional Council Local Union 790 Rock Falls and the Independent Contractors of DeKalb, Sycamore and Rochelle under scope of work.

This Agreement covers all work for all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America except that work as set forth and covered under the Millwright and Heavy and Highway Agreements and includes, but is not limited to the milling, fashioning, joining, assembling, erection, fastening, dismantling or deconstruction of all material of wood, plaster, metal, fiber, cork and composition, and all other substitute materials; the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen, Core Drillers; Shipwrights, Boar Builders, Ship Carpenters, Joiners, Caulkers, Cabinetmakers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers, and Finishers, Asbestos Removal and related work, Shinglers, Siding Installers of materials made of wood, plastic, metal, fiber, cork, composition, cement panels, brick and stone; Insulators, Spray Foam Applicators, Acoustic and Dry Wall Applicators; Garage and Rolling Shutter Door Installers; Refrigeration Panel and Insulated Metal Panel Installers, Bathroom Accessory and Toilette Partition Installers, installation of gym equipment bleachers and lockers made of wood, plastic, metal, fiber and composition; Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Casket and Coffin Makers; Jobsite and Modular trailer setting, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters, Scaffold Builders, and Car Builders; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling, or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, builder’s levels, transits and construction lasers, incidental to the trade. The handling of material, staging products and materials to be installed, site preparation and cleanup. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

Employees in the bargaining unit will perform all work assigned by the Employer.

This contract shall apply to all the subdivisions of the trade in its entirety and without limitation. The parties understand that it is an impossible task to spell out in complete detail the work for the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above, it will, nevertheless be considered as and treated as part of the bargaining unit work if it is traditionally work of the Carpenters.

The jurisdiction of work assigned to journeyman Lathers and Apprentices is as follows: erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material which takes the place of same to which plaster or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plaster or acoustical material.
All carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, nailock, screwlock, pomeroy, T-Bar, H-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule Trueson, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a dry wall finish, such as gypsum board, wall board, head walls, wooden paneling, etc., or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plaster or acoustical materials.

The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plaster or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith.

The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxlinum board, bishopric celotex, gypsum lath, rock lath, sheetrock or any other types of material erected to receive or hold plaster or acoustical material.

The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, stop or screed for plaster material.

The unloading, handling, setting, leveling, and including the erection of racks, shelving, metal trim, and kick plates, of all walk-in coolers and refrigerated cases.

Installation of reinforced concrete construction and concrete forming including Sonotube type forms.

The installation and repair of all door jambs or door frames constructed of wood, metal, or any other material that any type of door will be attached to. The attachment of the door and all hardware required to do so, or, as well as all door hardware such as locks, panic bars, closures, or any other related hardware to make the door functional including accordion type room dividers. The above work shall also include the removal or replacement of such items.

Installation of all office furniture including signage or placards.

Installation of playground equipment and wooden fence erection.

All installations, erection, and connection of, but not limited to, building integrated photovoltaic arrays, solar shingles, ground mount systems (commercial, industrial, and residential), roof mount systems (commercial, industrial, and residential), and utility scale ground mount systems (shade structures, self-supporting structures, parking structures, awning structures) solar panels, arrays, modules, concentrating panels, flat panels, photovoltaic panels, including their supporting structures, shade structures, stand alone, etc., both on and off shore.

Structural upgrades to buildings or roof systems, including but not limited to, installation or replacement of joists, purlins, beams, laminated beams, ledger bolts, ledgers, expansion joints, sheeting, and applying or replacing of roofing materials.
The Carpenters work involved with these systems include, but are not limited to excavation, layout, benchmarks, digging footings, setting footings, setting of all forms, placement of concrete, blackouts, templates for bolts, lift points, knee braces, cross braces, stripping of forms, rigging, erection of structures (metal, steel, alloy, wood, plastic, or any substitute material or composite), setting, plumbing and aligning, welding, drilling, cleaning, and caulking.

In addition, but not limited to, setting and placing towers, columns, pedestals, cross members, setting ballast systems, placing and setting blocks, sleepers, setting framework and supports (plastic, metal, wood, or any substitute material or composite), setting of steel trackers supports and tracker racking, setting of single and dual axis tracking systems, dual axis trackers, dual tracking towers, drive systems and gears, generators, hydraulics and inverters, connection of panels to framework or each other, connection of plug and play components, installation of multi service raceways, installation of mounts, shoes, or pads.

Affixing of all materials with nails, bolts, screws, adhesive, or any new methods of connection, adhesion or joining.

In addition, but not limited to, use of all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including but not limited to all moving of machinery, materials, or equipment, making of skids and crates, skidding and un-skidding, crating and uncrating; installation of lubrication and/or hydraulic lines or piping and also provide the site maintenance of such systems including but not limited to panel cleaning, replacement / repair, and servicing / lubrication as may be needed.

Included for jurisdictional purposes is the territory assigned as the scope of work for Lather members of the Union. This scope has been assigned to the Carpenters and Joiners International Union and is recorded for viewing with the Union.

The installation of all piling for structures of all types whether of wood, metal, or concrete. The installation of all sheet piling and bracing of same. The installation of all shoring, underpinning and lagging. The installation of all caissons. The removal of all materials pertaining to Pile Drivers work. The fabrication, erection, stripping, and dismantling of all concrete forms whether of wood, metal, or composition materials for structures of all sorts. This includes, but is not limited to footing forms, wall forms, foundation forms of all descriptions, forms for concrete floors, beams and columns including shoring thereof, screeds, bulkheads, the setting of all anchor bolts, and any rigging thereof. The fabrications, erecting and dismantling of all falsework. The rigging, setting, fastening, aligning, leveling and bracing of all precast concrete members. The placement of wooden or concrete sound barriers. The erection of all prefabricated components whether manufactured on the job site or in a manufacturing plant. The handling and unloading of materials related to all divisions and subdivisions of the trade.

ARTICLE XX, SECTION 2 COMMERCIAL CONSTRUCTION DEFINED

Commercial construction is herein defined as all work in connection with construction, alteration, and/or repair on a structure which is not considered a personal dwelling. Any structure built and/or maintained by partnership or corporation (such as senior assisted living buildings, nursing homes or any medical facility requiring a license to operate) will be considered commercial under the terms of this Agreement. A mixed-use building shall be regarded as commercial construction.
ARTICLE XX, SECTION 3  WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS; CARPET LAYERS AUTONOMY

The Floor Layers autonomy is as follows: Cutting and/or forming of all materials, whether on job sites or in shop, in preparation for installing on floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, area way, all other like or similar applications such as simulated turf.

Installation of all resilient floor, wall, ceiling and simulated turf materials to include cork, linoleum, rubber, asphalt, mastipave, vinyl, metal, plastic, ceramic type and all other similar materials in sheet, interlocking, tile, pre-formed, or seamless compound form of liquid, plastic, epoxy, urethane, or materials of like nature.

Installation of carpets, carpet tiles, rugs, or runners and cutting or fitting of same whether installed by tacked, tack less, glue-down, self adhering, any manner of tape adhesion, stapled or loose lay method on wood, concrete, plaster, steel, plastic or base of like or similar composition.

Installation of all lining felt, carpet pad, underlayment compositions, matting, linen crash and/or like or similar materials.

Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures, furnishings or exterior applications, on structures, patios, pool perimeters, area ways, all other like or similar applications and as simulated turf on lawns, golf courses and/or like area. The take-up and relaying of all materials in aforementioned jurisdiction.

All machine and/or hand seaming of materials in aforementioned jurisdiction, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, on job site or in shop.

All machine and/or hand binding and serging whether performed on job sites or in shop.

Drilling of all holes for sockets and pins. Drilling of holes, insertion of dowels and placing of slats. Installation of all metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction. Sanding and necessary preparation of all surfaces to be covered by material in aforementioned jurisdiction, whether performed by hand or machine.

The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction. The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

The term "Drapery" shall include the handling, fitting, measuring, and installation of fixtures and other hardware for same.

The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same. Work coming under the jurisdiction of aluminum siding applicators shall consist of the application of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America

No employee shall be permitted to do any piece work or work on a yardage basis or squareage basis. No linoleum or carpet layer, draper, shades and venetian blind or siding applicator shall be permitted to use his automobile unreasonable for the purpose of transporting EMPLOYERS tools or materials from the shop to the job or from one job to another.
All hand tools necessary for completing a floor or wall shall be furnished by employees such as: knives, under-scribers, rollers, tile cutters, kickers, streachers, hand saws and all related items.

All power equipment such as: electric saws, electric drills, power cutters, electric seam cutters, and all such related items shall be supplied by the EMPLOYER.

ARTICLE XX, SECTION 4 JURISDICTIONAL DISPUTES

In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned without any work stoppage and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute. The Employer will honor the resolution reached by the disputing unions to the extent permitted by law and the other provisions of this Agreement.

ARTICLE XX, SECTION 5 HANDLING OF TOOLS, MACHINERY, APPLIANCES AND ALL MATERIALS

The handling of tools machinery, appliances and all materials necessary in the performance of the work covered by this Agreement shall be done by the employees covered hereunder.

ARTICLE XXI PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

ARTICLE XXI, SECTION 1 PERIOD COVERED

This Agreement shall take effect upon ratification/approval of both parties and shall remain in effect through June 30, 2029, unless otherwise specifically provided for herein. It shall continue in effect from July 1 through June 30 of each year thereafter; unless either party gives the other written notice of the desire to re-open negotiations. Such notice is to be by certified mail and shall be addressed to Northern Illinois University, Director of Labor Relations Office of General Council, 334 Altgeld Hall, DeKalb, Illinois 60115 no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of this Agreement.

ARTICLE XXI, SECTION 2 COMMENCEMENT OF NEGOTIATIONS

The party giving notice of a desire to modify this Agreement shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The party receiving said notice may propose additional changes in the Agreement in writing.

ARTICLE XXI, SECTION 3 MUTUAL CONSENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced in writing, state the effective date thereof, and be approved and executed in the same manner as this Agreement and submitted to the Mid-America Carpenters Regional Council and the Director of Labor Relations or designee at Northern Illinois University.
ARTICLE XXII WAGES

ARTICLE XXII, SECTION 1  HOURLY WAGES

Wage rates for bargaining unit members shall be defined as the prevailing rate of wages as posted by the Illinois Department of Labor for DeKalb County, Illinois for the classifications covered under this Agreement and administered in accordance with the State Universities Civil Service System Statute and Rules. The University will accept being notified of the website posting of IDOL prevailing wage rate changes from the Union, however, particularly in the case of increases, the Union must provide those notifications within a reasonable period of time after the posting. The change in rates will be effective though on the effective date set forth by the IDOL.

ARTICLE XXII, SECTION 2  EFFECTIVE DATE OF WAGES

All wages stipulated in this collective bargaining Agreement become effective at 12:01 a.m. on the dates specified.

ARTICLE XXII, SECTION 3  FOREMAN REQUIREMENTS

One Foreman shall not supervise more than ten (10) men. A second foreman will be added when eleven (11) carpenters, excluding foreman, are employed. If twenty-one (21) or more carpenters, excluding foreman, are employed a third foreman will be assigned.

ARTICLE XXII, SECTION 4  SUBSTITUTE FOREMAN

Should a foreman be absent, the senior foreman shall designate a carpenter who is permanently employed at the Northern Illinois University Carpenter Shop and who has successfully passed the foreman's test to assume the duties of the absent foreman. This is not a permanent assignment, and shall be shared equally among those qualified on a rotating basis. The substitute foreman shall be paid prevailing carpenter foreman wage rate. The substitute foreman shall receive the substitute foreman rate of pay only while he has been appointed by the senior foreman to assume the duties of an absent foreman.

ARTICLE XXII, SECTION 5  EMERGENCY REASSIGNMENT

Employees, in any emergency situation, may be temporarily assigned to duties outside their current classification on a voluntary basis. In the event the Employer does not get enough Volunteers, they may go in reverse seniority to fill the vacancies of manpower needed. Should the classification carry a higher rate of compensation, the higher rate of compensation shall be paid for all work performed for the entire period of the assignment. Their assignment will not reduce the Employees wages.

ARTICLE XXIII DUES DEDUCTION

ARTICLE XXIII, SECTION 1  UNION DUES DEDUCTION

Upon receipt of written and signed authorization card from an employee the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and 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 in writing at least six(6) months prior to its
effective date. Union dues as currently determined by the Mid-America Carpenters Regional Council Executive Board.

ARTICLE XXIII, SECTION 2 AUTHORIZATION FOR CHECKOFF OF UNION DUES

Upon receipt of written authorization from an employee, the Employer agrees to deduct from wages any dues or assessments in the amount lawfully required by the Regional Council and also to submit such dues or assessments to the Mid-America Carpenters Regional Council.

Employees may only revoke this authorization by providing written notice to the Employer.

ARTICLE XXIII, SECTION 3 INDEMNIFICATION

The Union agrees to hold harmless and indemnify the University against liability resulting from the process of dues and or fees collection from employees and subsequent transfer to the Union.

ARTICLE XXIV AMERICANS WITH DISABILITIES ACT

ARTICLE XXIV, SECTION 1 COMPLIANCE

The Employer agrees to notify the Union when accommodations are required within the bargaining unit with respect to federal legislation summarized under 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 the collective bargaining Agreement and the Illinois Educational Labor Relations Act.
IN WITNESS WHEREOF:
The parties hereto have executed this Agreement by their duly authorized officers and representatives this 21st day of September, 2023.

MID-AMERICA CARPENTERS REGIONAL COUNCIL

SIGNATURE ON FILE
Gary Perinar
Executive Secretary-Treasurer

SIGNATURE ON FILE
Jeffrey Isaacson
President

NORTHERN ILLINOIS UNIVERSITY
334 ALTGELD HALL
DE KALB IL 60115

SIGNATURE ON FILE
Darek L Williams, M.S.
Chief Negotiator
Assistant Director of Employee & Labor Relations

SIGNATURE ON FILE
John Acardo, Senior Associate Vice President & Chief Human Resources Officer