COLLECTIVE BARGAINING AGREEMENT
by and between
LOCAL 1989
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO
and
THE BOARD OF TRUSTEES OF
NORTHEASTERN ILLINOIS UNIVERSITY

July 1, 2018 – June 30, 2023

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PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is by and between the Board of Trustees of Northeastern Illinois University (hereinafter referred to as the "University" or "Employer") and Local 1989, of the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1. Recognition

The Union, having been duly certified by the Illinois Department of Labor in Case No. 583E018747JD142, is recognized by the Employer as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, and working conditions for all educational employees as defined in Public Act 83-1014, in the classifications contained within the bargaining units stated in Schedule A. and such other classifications as may be added by the agreement of the Employer and the Union and/or subject to the procedures provided by the Illinois Educational Labor Relations Board.

Section 2. New Classifications

Successor titles to classifications covered by this Agreement shall automatically become part of this Agreement.

Section 3. Neutrality

It is the policy of the Employer to support its employees' legal rights to freely choose to be represented by a union. The employer will not oppose efforts by any of its employees to be represented by a union, provided, however, nothing herein shall limit the Employer's rights before the Illinois Educational Labor Relations Board to determine the appropriateness of an employee's placement in a bargaining unit. The Employer shall not discourage employees from becoming union members or authorizing dues deductions, and shall not otherwise interfere with the relationship between the employees and their exclusive representative. The employer shall refer all inquiries about union membership to the Union, except that the Employer may communicate with employees regarding payroll processes and procedures. The employer will establish email safeguards in an effort to prohibit the use of its email system and review safeguards for access to other systems by outside sources.

ARTICLE II
NON-DISCRIMINATION

Section 1. Discrimination Prohibited

Neither the University nor the Union shall practice discrimination against any individual covered under this Agreement on account of race, creed, color, religion, national origin, sex, sexual orientation, gender identity and expression, age, disability, veteran status, political affiliation, and/or beliefs, marital or parental status, or other non-merit factors. The parties recognize their joint and separate obligations to comply with applicable affirmative action and equal employment laws and those guidelines implemented by the University.

Section 2. Gender Neutral

All references to "employees" in this Agreement shall be deemed to include all employees regardless of gender, male, female and transgender employees.

Section 3. Union Activity

The University and the Union agree that no employee shall be discriminated against, interfered with, intimidated, restrained or coerced in the exercise of any right granted by the Illinois Educational Labor Relations Act, this Agreement or on account of membership or non-union membership in or lawful activities on behalf of the Union.

Section 4. Sexual Harassment

Behaviors which inappropriately assert sexuality as relevant to employee work or work-related activities are prohibited by this Agreement. Both the parties adhere to the definition of sexual harassment as outlined in the policy of Northeastern Illinois University.

Section 5. Working Environment

The University and Union will maintain a respectful working environment for employees, free from harassment, intimidation, and workplace violence and supportive for all employees consistent with the University policy on equal opportunity and non-discrimination. The University will endeavor to provide appropriate awareness training regarding the University policy on equal opportunity, non-discrimination and sexual harassment.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. Employer's Rights

The Union recognizes that the University retains and reserves to itself all rights, power, privileges, responsibilities and authority conferred upon and vested in it by law, 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 and customary functions of management and to adopt policies, rules, regulations and privileges in furtherance thereof.

Section 2. Limitations

All rights, etc., of the University as identified in Section 1 immediately above are limited only to the extent provided for by the express terms and conditions of this Agreement.

ARTICLE IV
UNION RIGHTS

Section 1. Activity During Working Hours

Employees shall be allowed reasonable, but limited time off with pay during working hours to attend grievance meetings, labor/management meetings, contract negotiation meetings, committee meetings, and related activities if such committees have been established by this Agreement, or meetings called or agreed to by the University or required to attend such meetings by virtue of being Union Representatives, Stewards, witnesses or grievants and if such attendance does not substantially interfere with the department's operations.

Section 2. Access to State Premises by Union Representatives

The University agrees that local Union Representatives and Officers and AFSCME Staff Representatives shall have reasonable access to the premises of the University. The Union Representative shall give notice upon arrival to the Office of Human Resources.

Section 3. Time Off for Union Activities

Time off with pay may be granted to the Union President or designee to attend meetings related to labor relations, such as Central Management Services (CMS) Labor Relations Meetings, AFSCME internal meetings, or legislative meetings. Such time off will not exceed a combined total of six (6) work days in any fiscal year and will be granted provided the Union President or designee provides a minimum of five working days written notice to the Office of Human Resources/Employee and Labor Relations. Local Union Representatives shall be allowed time off without pay or be allowed to use any accumulated vacation in lieu of taking such time off without pay for legitimate Union business such as Union meetings, state or area-wide Union Committee Meetings, state or international conventions, provided such Representatives shall give reasonable notice to their supervisors of such absence and such absence does not substantially interfere with the department's operations. If the Union authorizes payment of lost wages for a Union Representative's Union activities, it will notify the Office of Human Resources in writing. Upon notice the Employer will pay the employee for lost time/wages and will provide the Union with an invoice for those gross wages. The Union will reimburse the University within ten (10) working days from receipt of the invoice.

Section 4. Union Meetings

Bargaining unit members shall have the right to attend local Union meetings at the University for up to one (1) hour per month during work time without loss of pay. Union Executive Board Members may attend local board and membership meetings at the University without loss of pay for up to two (2) hours per month.

Section 5. Union Bulletin Boards

The University shall provide bulletin board space in main campus buildings, the Carruthers Center for Inner-City Studies, Center for College Access and Success and El Centro. Bulletin boards shall also be provided in the Child Care Center, Library, College of Business and Management, College of Education and Grounds Building. The space shall be of adequate size and easily accessible to the employees at a conspicuous location. The selection of such space shall be mutually agreed to by the parties in local level discussions. Nothing may be posted of a political, partisan or defamatory nature. All postings shall be copied to the Office of Human Resources at the time of posting.

The University will provide additional bulletin boards or access to the existing bulletin boards in the following areas:

B wing – use existing board by quad entrance inside doors
BBH – outside College of Arts and Sciences
C – Use existing bulletin board
Financial Aid Office – bulletin board in break room
Student Union – west of information desk
Enrollment Services – outside administrative offices
Parking – use part of existing bulletin board
University Police – use bulletin board in break room
LWH – basement next to Men's room and copier
Controller's Office – location to be discussed

Section 6. Campus Mail

The Union shall be permitted to use the campus mail and electronic mail for work-related purposes. Employees within the bargaining unit shall be permitted use of campus mail. However, materials distributed through campus mail or electronic mail systems by the Union and employees within the bargaining unit for non-work-related solicitations shall be prohibited.

Section 7. Supplies, Facilities and Meeting Space

AFSCME Local 1989 shall have the right to establish an account with the University and shall have the right to requisition supplies, use owned duplicating equipment and postage meters, secure storage space, and to list two (2) Union officials in the University telephone directory if the system allows. The Local will have access to meeting space at the University, subject to availability and the appropriate University procedure in requesting such space. AFSCME will be permitted to use a secure room for storage at a location mutually agreed by all parties. This room will have adequate lighting and electrical outlets.

Section 8. Employee Information

Quarterly (January, April, July, October) or upon written request, the University will provide within ten (10) working days of receipt of the request, in writing to the Local Union President or designee the following information on bargaining unit members:

A. Employee Information
   1. employee name
   2. date of hire
   3. position classification
   4. department
   5. access to telephone directory
   6. FTE or PTE status or percentage
   7. annual salary for exempt, hourly rate for non-exempt
   8. home address

B. Bargaining Unit information.
   1. new hires and re-employment
   2. promotions/demotions
   3. reclassifications
   4. transfers
   5. leaves of absence and returns from leaves of absence
   6. layoffs
   7. separations

The Union agrees to utilize this information for its internal purposes only and shall not release this information to any external source.

Section 9. Union Orientation

The Local President or designee will be informed as soon as practicable by the University of any Human Resources conducted new employee general orientations. This notice will include the date, time, and location of the orientation and the names of new AFSCME represented employees. The Local President or designee will also be allowed a thirty (30) minute minimum introduction during the new employee general orientation. The Local President or designee will be provided a one (1) hour opportunity to speak to new bargaining unit orientees after the new employee general orientation. Annually, the Union may schedule up to one hour of training on the coordination of policies and procedures, set forth in the collective bargaining agreement. The Union will provide the University at least thirty (30) days notice before the training and will offer the annual training at least two (2) times on different dates to allow for an opportunity for employees to attend and not substantially interfere with the employer's operations.

Section 10. Leave for Union Office

The Employer may grant requests for leaves of absence for Union office. The leave must be requested through the Office of Human Resources forty-five (45) working days in advance of the requested leave. If granted, time off leave shall not exceed two (2) years. Such request shall not be unreasonably denied.

If the employee takes a leave of absence for a Union Office, the employee will be offered re-employment in the first open position in the same classification that the employee held prior to the leave of absence upon their return. If the employee selects to take a position in a lower paid classification up to two (2) grades lower, the employee's base pay rate will not be reduced any more than ten percent (10%). If the employee selects to take a position in excess of two (2) grades lower, the employee will be paid at the beginning of the rate for that grade.

Section 11. Steward Training

Four (4) employees shall be allowed time off with pay to attend Certified Stewards Training each year. After giving reasonable notice to their supervisor and the Office of Human Resources outside of the bargaining unit, employees shall be allowed time off without loss of pay to attend certified stewards training, as long as such attendance does not substantially interfere with the employer's operations. Such training will not exceed two (2) work days for each steward during the term of this agreement. The employees shall provide proof of attendance. Such attendance shall not be unreasonably denied.

ARTICLE V
DUES DEDUCTION

Section 1. Permitted Deductions

The University agrees to deduct from the pay of those employees who individually request any or all of the following:

A. Union membership dues or assessments;
B. Union sponsored credit union;
C. Benefit program contributions which have been approved by the Board of Trustees;
D. P.E.O.P.L.E. contributions.

NEIU will honor employees' voluntary dues deductions authorizations. The Union will maintain accurate records of employees' voluntary dues deduction authorizations and will notify NEIU of changes in authorizations. NEIU shall commence deductions no later than the second pay period from the written receipt of notice.

Upon the request of the Union, the University will provide a list of employees and their designated deductions payable to the Union.

Section 2. Deduction Authority

In accordance with the provisions for deduction as described in Section 1 of this Article, the University shall withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the University and shall cause the amounts so withheld to be remitted to Council 31 by the State Comptroller or other authorized wage paying authority on a per pay basis at the address designated, in writing, by the Union. The Union shall advise the University of any changes in dues, other approved deductions, ~~or the fair share fee,~~ in writing, at least one full pay period prior to its effective date.

Section 3. Indemnification by the Union

The Union shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorneys' fees and costs, arising from any action taken or not taken by the University, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the University pursuant to this Article.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. Grievance

A. A grievance is defined as a difference, complaint or dispute between the University and the Union or any bargaining unit employee regarding the application, meaning or interpretation of this Agreement. However, the dismissal of a probationary employee shall not be a grievable matter.

B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself.

C. A grievant and/or a Union Representative shall be permitted reasonable, but limited, time without loss of pay during their working hours to process or investigate a grievance.

D. The parties agree that should an employee seek resolution of a grievance through another forum, including the exercise of a right of appeal to the State Universities Civil Service System Merit Board, the Union and the employee waive their right to file or proceed further with a grievance under this Article. This waiver shall not apply where the employee has exercised a legal right of complaint regarding discrimination to the EEOC or other state or federal agencies which have jurisdiction over such matters.

Step 1. Whenever an employee(s) has a grievance, the employee shall have fifteen (15) working days from the date the grievant became aware of the occurrence or reasonably should have known of the occurrence, giving rise to the grievance, to take up the grievance orally with the first level of supervision outside of the bargaining unit. An employee may be accompanied by or have a grievance presented on the employee's behalf by a Union Representative. The immediate supervisor shall then make an effort to adjust the matter and shall respond orally to the grievant within five (5) working days.

Step 2. If a grievance is not resolved at Step 1, it shall be reduced to writing and the written grievance shall be presented by a Union Representative to the next level of supervision within five (5) working days after the date upon which the supervisor's reply is due or given, whichever is earliest. The supervisor shall respond to the Union Representative in writing within five (5) working days, unless the supervisor and Union hold a meeting to discuss the grievance. That meeting will occur within ten (10) working days after the date the Step 1 reply was due or given, whichever is earliest. The answer is then due within five (5) working days of the meeting.

Step 3. If a grievance is not resolved at Step 2, the written grievance shall be presented to the University Director of Human Resources within five (5) working days after the date of Step 2 response is due or given, whichever is earliest. The Director of Human Resources and the local Union grievance committee composed of not more than three (3) local Union Representatives, as certified by the Union, shall meet within ten (10)

working days. The Director of Human Resources shall respond in writing within ten (10) working days following the meeting with the Union-designated Representative(s). Grievances regarding the discharge of an employee shall be filed at Step 3 of the grievance procedure.

Section 2. Representation

It is agreed that a Representative of the American Federation of State, County and Municipal Employees may appear on behalf of any employee in any of the grievance or arbitration proceedings outlined in this Agreement.

Section 3. Pre-Arbitration Mediation

If the grievance is not satisfactorily resolved at Step 3, either party may request to advance the grievance to mediation within ten (10) working days of the Step 3 response or the date on which such response was due, whichever occurred first. Mediation may be requested by written notice to the Director of Human Resources or the Union Representative. The Union and the Director of Human Resources, upon mutual agreement, shall then jointly request the Federal Mediation and Conciliation Service (FMCS) to provide the services of a Mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same Mediator if the parties mutually agree in writing. In the event of a unilateral or mutual waiver, the grievance may be advanced directly to arbitration as set forth below. The Union and the University agree not to reveal information disclosed during mediation to anyone outside of FMCS or the individuals representing the Union and University. The Union and University acknowledge and agree that any decision to mediate a grievance does not constitute an admission of a contract violation or the strengths and weaknesses of the parties' positions.

Section 4. Arbitration

A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Director of Human Resources in writing within fifteen (15) working days after the receipt of the decision. The Director 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 the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names 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 by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place at Northeastern Illinois University, 5500 N. St. Louis, Chicago, Illinois 60625, unless otherwise mutually agreed.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. The University or the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the University. The University shall not be obligated for payment of employees' travel expenses and/or time spent outside of the

employees' normal working hours. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the grievance. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement.

C. The decision and award of the Arbitrator shall be final and binding on the University, Union, and the employee or employees involved. The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall pay for the cost of the copy.

Section 5. Record Keeping

There should be no taping or other verbatim records kept in any step of the grievance procedure. However, either party may cause a transcript to be produced at any arbitration hearing. Nothing herein precludes an Arbitrator from tape recording the proceedings.

Section 6. Miscellaneous

A. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. 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.

C. The University's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except Section 4, Arbitration.

D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at the appropriate step where the action giving rise to the grievance was initiated with the mutual agreement of both parties. Grievances regarding the discharge of status employees shall be filed at Step 3 of this procedure.

ARTICLE VII
BENEFITS AND LEAVES

Section 1. Benefits by Regulation

A. Benefits shall include those items specifically referenced in the Board of Trustees Regulations. If a conflict exists between the Board of Trustees Bylaws, Governing Policies, Regulations and the Agreement, the Agreement shall prevail.

B. Changes to Illinois Compiled Statutes Benefits Regulations. In the event the Illinois Compiled Statute providing sick leave payout is amended or repealed, the parties agree that the Agreement shall be automatically amended consistent with such action, and shall have immediate application, for and effect to the bargaining unit.

Section 2. Sick Leave

A. Earning Rates

A non-exempt employee shall accrue sick leave at the rate of 0.0462 hours for each hour worked exclusive of overtime. This equates to approximately twelve (12) days per year for an employee who works 1950 hours. (Telecommunicators shall accrue eight (8) hours per month, four (4) hours per pay period.)

An exempt employee shall accrue sick leave at a rate of 7.5 hours per month (3.75 hours per pay period) when working on a 100% appointment. This equates to twelve (12) days per year. Sick leave accrual for non-exempt employees is prorated based on hours in pay status.

Sick leave will continue to accrue while an employee is using sick, vacation or personal leave. There shall be no limit to the number of sick leave hours carried over year to year.

B. Use of Sick Leave

Accumulated sick leave may be used when an employee is ill, or injured, or for appointments with doctors, dentists, or other licensed professional medical practitioners.

In addition, accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the employee's spouse or member of the household, children, or parents, including parents-in-law. "Children" include biological, adopted, foster, stepchildren, legal wards. "Parent" is defined as biological parent, stepparent or an individual who stood *in loco parentis* to the employee. An employee may use sick leave for pregnancy. During the 12-month period immediately following the adoption or birth of a child, sick leave may be used for a period of time, not to exceed twelve (12) weeks, to care for that child. The use of accrued sick leave for Family and Medical Leave purposes does not extend the twelve (12) week Family and Medical Leave (FMLA) entitlement.

Sick leave is used in fifteen (15) minute increments. Absences for scheduled medical, planned hospital stays or dental visits must be authorized in advance by the supervisor in the event of absences due to illness, emergency hospitalization or injury, the employee or designee shall notify their supervisor no later than when scheduled to work or as soon as reasonably possible.

C. Evidence of Illness

The Employer reserves the right to require evidence of illness, injury, or disability before allowing any sick leave benefits for any illness four (4) consecutive work days or longer. Any employee who is (or expects to be) absent from employment shall notify the appropriate supervisor immediately.

D. Sick Leave Bank

1) Definitions

- Bank Member: An employee who has voluntarily contributed leave days to the Sick Leave Bank. Only Bank members may apply for and receive paid sick leave days from the bank, except as otherwise provided.

- Catastrophic Illness or Injury: A severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, vacation or personal leave. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, birth, to care for a parent, spouse, domestic partner, child with a serious health condition, for extended child rearing leave, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

- Licensed Health Care Provider: A trained health care provider practicing within the scope of the license.

- Sick Leave Bank: A pool of leave days voluntarily donated by employees. The Sick Leave Bank provides paid sick leave to Bank members who meet the eligibility requirements. It is administered by the Sick Leave Bank Committee with the assistance of the Office of Human Resources.

- Leave Day: Includes sick leave, vacation leave, and personal leave.

- Sick Leave Day: One full sick leave day shall equal 7.5 hours (8 hours for Telecommunicators) or if part time prorated based on percent appointment.

2) Purpose

The purpose of the Voluntary Sick Leave Bank (Bank) is to provide additional paid leave for employees who have exhausted their accrued sick, vacation, and personal leave benefits as the result of a catastrophic illness or injury leave. The Bank serves as a depository into which participating

employees may voluntarily contribute leave (leave) for allocation to other participating employees.

The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of an illness or injury and may be taken for a personal illness of the employee including complications and or recovery from pregnancy or birth, to care for a parent, spouse, child with a serious health condition or for extended child- rearing leave, complications with pregnancy or catastrophic illness or injury.

The Union and the University agree that any dispute involving this section shall not be subject to the parties' grievance and arbitration procedures. The Union agrees to indemnify and hold harmless the University for any claims arising from the administration or operation of the Bank.

The University agrees for purposes of liability coverage that the actions of administering the Bank are part of employment responsibilities.

3) Establishment of the Bank

The Bank will be established through the voluntary contribution of two (2) leave days by eligible employees (as defined herein) during an initial enrollment period. Contributing leave days establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually during the Benefits Choice open enrollment period. At that time, any eligible employee may join the Bank by contributing two (2) leave days.

In order to remain a member in good standing, current Bank members must continue to make a voluntary annual contribution of one (1) leave day. Should the Bank reach a balance of forty-five (45) or fewer available sick leave days, a special contribution period may be opened. If any sick leave days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

4) Membership Eligibility, Obligations, and Limitations

A. Membership in the Bank is available to all employees who have completed one (1) year of service to the University and accumulated ten (10) leave days in order to make the initial donation.

B. Membership eligibility for participation in the Bank for a fiscal year begins upon the employee's original donation of two (2) days of leave.

C. Eligibility is discontinued upon termination of employment, retirement, death, or revocation of participation to donate a leave day the following fiscal year(s). No payment of benefits will be made to survivors.

D. Membership continues from year-to-year with an automatic annual reduction in one (1) leave day donated to the Bank until/unless the member submits a revocation form to discontinue membership.

E. Members must waive all claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.

F. The Bank is available to those employees who have completely exhausted all leave days and who are not receiving disability or Workers' Compensation.

5) Donations to the Bank

A. Employees will be given an annual opportunity to donate to the Bank. Donors must have a minimum balance of eight (8) leave days after making any donation. During the initial establishment of the Bank, employees may make a one-time donation of more than two (2) leave days.

B. Any employee who wishes to join the Bank through the donation of two (2) days of leave during any open enrollment period must sign a statement indicating the donation is voluntary. Donation forms will be submitted to the Office of Human Resources.

C. Donations made during the Benefits Choice period qualify the employee for membership in the Bank the following fiscal year. The Office of Human Resources will be responsible for coordinating the annual donation period, processing approved requests, and maintaining related records.

D. If leave is being donated to the Bank, compensated sick leave (as defined herein) will only be used if all other leave has been exhausted.

6) Administration of the Bank

A. The Bank will be administered by the Sick Leave Bank Committee (Committee). The Committee will have three (3) or five (5) voting members appointed by the Local President with one non-voting representative from the Office of Human Resources.

HR or its designee will notify the sick leave bank committee as soon as practicable of a request for sick leave bank time with the name of the person, whether or not the person is a member of the sick leave bank and copy of the application. Sick leave bank requests will be honored from the date of application pending approval from the committee.

B. The Local President or designee will convene the Committee within five (5) working days of a request on paid work time.

C. Requests to the Bank will be received and reviewed by the Committee. The Committee will prepare a written notification to the requesting member approving or denying the application. The Office of Human Resources will ensure that the appropriate forms and/or documentation are processed if the request is approved.

D. The Committee may not grant sick leave days to members when the Bank does not have available days.

E. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.

F. All information and data (including but not limited to all reports, papers, personnel records, medical information, and all other forms of electronic media of any nature whatsoever) relating to the administration of the Bank by the Committee (including both current and past members) shall be treated as private, privileged and confidential information to be held in strict confidence., and shall not be disclosed to any person or entity whatsoever without the prior written consent of the particular employee or the University, except as otherwise provided by law.

G. To the extent permitted by Illinois law, the University and the Union mutually agree to indemnify, defend and hold harmless the Committee (including both current and past members) from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of the administration of the Bank, except as to those acts, errors and omissions that are due to the sole negligence of the Committee.

H. From time to time and whenever needed, the University will assist the Committee with the administration of the Bank in order to maintain efficient and responsible management of contributions and withdrawals of sick leave and in accordance with all applicable state and federal laws.

7) Withdrawals from the Bank

A. A member or designee must complete an application for sick leave and submit it to the Committee.

B. The Committee will develop appropriate processes and procedures for applications to the Bank in accordance with applicable law. Applications should indicate the estimated number of sick leave days requested.

C. The Committee will render a written decision to the employee within ten (10) working days after receipt of the request.

D. The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third (1/3) of the balance in the Bank or a maximum of twenty (20) sick leave days, whichever is less. No member may receive more than twenty (20) sick leave days in a twelve (12) month period.

E. Sick leave may be used only during the term of an employee's period of appointment.

F. Any sick leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.

G. Sick leave days may be used for the personal illness or injury of the employee or to care for a parent, spouse, child with a serious health condition, for extended child-rearing leave or complications of pregnancy, member of the household, and child with a serious health condition.

H. Use of sick leave days from the Bank is considered under the provisions of the FMLA and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

8) Employee with Insufficient Days to Join the Bank
An employee who has not accumulated enough leave days to join the Bank during the Benefit choice period may still apply through the normal application process and shall be given consideration.

9) Appeal Procedure
In the event that an employee is denied benefits from the Bank, the employee may submit a written appeal to the Committee within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

Section 3. Personal Business Days

Bargaining unit employees will receive and may utilize two (2) personal business days per calendar year. An employee must notify the supervisor prior to or immediately after the commencing of the work day of the intent to utilize a personal business day. The use of a personal business day shall be approved by the University provided the required notification is made. Personal business days are not cumulative year to year. Personal business days are used and charged at a minimum of 3.75 hours per occurrence (4 hours for Telecommunicators).

Section 4. Vacation

A. Earning Rates

Bargaining unit members shall accumulate vacation benefits for each pay period of service with the Employer.

Vacation shall accrue to a bargaining unit member's leave balance following the due date for the submission of each pay period's time report according to the number of hours in pay status, excluding overtime worked hours. Non-exempt bargaining unit members earn vacation based on the number of hours worked. Exempt bargaining unit members who have less than full-time appointments will earn vacation on a pro rata basis. Bargaining unit employees on probationary status shall earn and accrue vacation leave during their probationary period. An employee may use earned vacation and personal leave during their first six (6) months of employment.

Vacation leave for members of the bargaining unit shall be earned as follows to the maximum accumulation:

Non-Exempt *Overtime excluded* *Hours worked*

Years of Service	Accrual rate per hour	Approximate leave days earned	Approximate maximum accumulation days
0 to 1	0.0462	(90.00 hours) 12	(90 hours) 12
1 to 3	0.0577	(112.50 hours) 15	(225 hours) 30
3 to 5	0.0692	(135.00 hours) 18	(270 hours) 36
5 to 8	0.0808	(157.50 hours) 21	(315 hours) 42
8 +	0.0924	(180.00 hours) 24	(360 hours) 48

Non- Exempt employees who are currently earning 25 days of vacation will continue to earn at that level during their employment at the University.

Exempt Employees *Hired into a status position prior to 07-01-2010*

Years of Service	Accrual rate per pay period	Approximate leave days earned	Approximate maximum accumulation days
0 to 3	7.81 hours	(187.50 hours) 25	(375 hours) 50
4 to 6	8.13 hours	(195.00 hours) 26	(390 hours) 52
7 to 9	8.44 hours	(202.50 hours) 27	(405 hours) 54
10+	8.75 hours	(210.00 hours) 28	(420 hours) 56

Exempt Employees *Hired into a status position on or after 07-01-2010*

Years of Service	Accrual rate per pay period	Approximate leave days earned	Approximate maximum accumulation days
0 to 1	3.75 hours	(90.00 hours) 12	(90 hours) 12
1 to 3	4.6875 hours	(112.50 hours) 15	(225 hours) 30
3 to 5	5.625 hours	(135.00 hours) 18	(270 hours) 36
5 to 8	6.5625 hours	(157.50 hours) 21	(315 hours) 42
8+	7.5 hours	(180.00 hours) 24	(360 hours) 48

Upon reaching the maximum accumulation no further vacation leave will be earned except as the accumulation is reduced. Vacation leave may be used in fifteen (15) minute increments and shall be authorized in advance by the supervisor.

B. Payment for Vacation

If an employee separates from employment with the University for any reason, including death, payment for earned and unused vacation shall be made in accordance with applicable state or federal law.

C. Vacation Scheduling

By January 31 of each calendar year, employees may submit in writing to their supervisor their preference for vacation, provided an employee may not submit more than three (3) preferences. Where the University is unable to grant and schedule a vacation preference for all employees within a department or area, but is able to grant some of such (one or more) employees' vacation preferences, employees within the area or department shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted the first preference request shall not be granted another preference if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by working days. Employees who file their preferences by January 31 shall be notified of the approved or denied vacation schedule by March 1 of that calendar year.

For Police Telecommunicators: Vacation requests must be submitted between the first and fifth of no less than the month preceding the month in which the vacation is to be taken. Requests shall be approved or disapproved within seven (7) calendar days of submission. Any requests for vacation submitted other than above, shall be given consideration by the Department Head, considering fully the employee's preference and operational needs of the department. In the event of multiple vacation requests, seniority shall prevail. Requests for vacations shall not be unreasonably denied.

In order to provide the excellent service for which the department is well known, bargaining unit employees in the Office of Financial Aid, shall enter a vacation restricted period for the week prior to the start of classes and the first two weeks of classes each semester based on operational needs. This vacation restricted period assists the University in complying not only with the increased workload surrounding the start of classes for students, but also assists in adhering to Federal and State financial aid packaging requirements.

D. Vacation Work Coverage

Insofar as practical, during an employee's vacation, the University shall assign employee's work to other employees.

Section 5. Holidays

The University shall observe the following holidays:

- New Year's Day
- Day before or after New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day

A calendar of dates on which such holidays shall be observed will be provided to the Union and employees near the beginning of each calendar year.

A. Compensation for Holiday Work

The employees shall receive their regular pay for the holiday. Employees who work on an observed holiday shall be paid 1.5 times their applicable rate of pay for such hours worked. When the holiday falls while an employee is on pre- approved vacation, the holiday will not be charged against their vacation or leave.

To be eligible for holiday compensation, employees must be on the active payroll and have worked or been on pre-approved vacation, sick or personal leave on their last scheduled work day preceding the observed holiday and their first scheduled working day following the observed holiday.

B. Observance of Holidays

1. For employees who are regularly scheduled to work Monday through Friday:
   Except in unusual situations, such as when a holiday falls on Saturday, the preceding Friday will be treated for all purposes as the holiday and when a holiday falls on Sunday, the following Monday will be treated as a holiday.
2. For employees who work other than a Monday through Friday schedule: The calendar holiday will be observed as the holiday, including Christmas Eve and New Year's Day.

C. Avoidance of Holiday Pay

The University shall not change work schedules to avoid holiday pay or overtime payments on holidays.

Section 6. Bereavement Leave

A. Available Leave

In the event of a death of the employee's parent, spouse, child, son-in-law, daughter-in-law, grandparent, brother or sister, aunt or uncle, niece or nephew, grandchild, first cousin or a member of the household, stepfather/mother, father/mother-in-law, great grandchild, stepchild or civil union and domestic partner , sister/brother in law, foster parent and significant other of an employee shall be entitled to three (3) regular scheduled work days off within a period of ten (10) consecutive workdays commencing from the date of occurrence.

Significant other is defined as a person maintaining a family relationship and sharing responsibility for each other's common welfare, or for whom the employee has a financial or custodial responsibility.

This period may be extended upon receipt of reasonable documentation regarding a bereavement service occurring more than ten (10) days from date of occurrence.

During such leave, the employee shall be paid the hourly/salary rate. Bereavement leave shall be in no less than 3.75 hour (half day) increments (4 hour increments for Telecommunicators). An employee may use accrued sick or vacation leave for bereavement purposes in excess of three (3) days.

B. Supplementing Bereavement Leave

Bereavement leave may be supplemented by using vacation, sick, or personal leave, at the employee's choice, upon approval of the University, provided an accrual balance is available. However, if no accrual balance is available, upon

approval of the University, the employee may be granted leave without pay not to exceed two (2) days.

Section 7. Family Responsibility Leave

Joint Statement in Support of Family Leave and Life-Work Balance

The Employer and the Union respectfully acknowledge that circumstances and responsibilities relating to an employee's family may for a time outweigh and affect their day-to-day duties at the University. Both the Employer and the Union agree that people are one of the most valuable resources with which the University is entrusted and support the allowance for an employee to be absent from work through the Family Responsibility benefit. The inherent respect that NEIU maintains for the employees, and by extension, the people in their lives who support them in their endeavor to serve the University, is made more obvious by the allowance for an employee to be absent from work to serve their loved ones at a time of greatest need through the Family Responsibility Leave Benefit.

An employee who wishes to be absent from work on a temporary full-time basis or temporary part-time basis in order to meet or fulfill responsibilities, as defined in Subsection F below, arising from the employee's role in the family or as head of household may, upon request and in the absence of another more appropriate form of leave, be granted an unpaid Family Responsibility Leave for a period not to exceed one (1) year. Such request shall not be unreasonably denied. Employees shall not be required to use any accumulated benefit time prior to taking Family Responsibility Leave. Both parties are encouraged to be creative, flexible and collaborate in the allowance of this leave.

A. Any request for such leave shall be in writing made in the form of a memo from the employee, reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave, the expected duration of absence, and any additional information required by University operations. This memo is directed to Human Resources or designee and the Union President or designee. The HR designee will convene a meeting and work with the employee to resolve any concerns as soon as possible.

B. Such leave shall be granted to any continuing full-time or part-time employee, pursuant to the Family Medical Leave Act, except that an intermittent employee shall be non-scheduled for the duration of the required leave.

C. "Family Responsibility" for purposes of this Section is defined as the duty or obligation perceived by the employee to provide care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with uninterrupted employment in State service.

Subject to the time limits of this Section and to the standards of Section 7 F below, an employee, upon request, shall be permitted to work a part-time schedule unless to do so would interfere with the operating needs of the University.

D. "Family" for purposes of this Section, shall constitute:
   1. group of two or more individuals living under one roof, having one head of household and usually, but not always, having a common ancestry, and including the employee's spouse;

   2. such natural relation of the employee, even though not living in the same household, as parent, sibling or child; or

   3. adoptive, custodial and "in-law" individuals when residing in the employee's household or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed, but excluding persons not otherwise related of the same or opposite sex sharing the same living quarters but not meeting any other criteria for "family".

E. Standards for granting a Family Responsibility Leave are:
   1. to provide nursing and/or custodial care for the employee's newborn infant, whether natural born or adopted for a period not to exceed one (1) year;

   2. to care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;

   3. to furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extraordinary need thereof;

   4. to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war or other disruptive event;

   5. to settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and providing the exercise of such functions precludes the employee from working; or,

   6. to perform family responsibilities consistent with the intention of this Section but not otherwise specified.

F. If the University requires substantiation or verification of the need by the employee for such leave, the substantiation or verification shall be consistent with and appropriate to the reason cited in requesting the leave, such as:
   1. a written statement by a physician or medical practitioner licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of another state or country or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means, or by a person who holds a current national certification

as a nurse practitioner. Such verification shall show the diagnosis, prognosis and expected duration of the disability requiring the employee's presence;

2. a written report by a social worker, psychologist, or other appropriate practitioner concerning the need for close supervision or care of a child or other family member;

3. written direction by an appropriate officer of the courts, a probation officer or similar official directing close supervision of a member of the employee's household or family; or,

4. any reasonable independent verification substantiating that the need for such leave exists.

G. Such leave may not be renewed, however a new leave may be granted at any time for any appropriate reason other than that for which the original leave was granted.

H. If the University has reason to believe that the condition giving rise to the given need for such leave no longer exists during the course of the leave, it should require further substantiation or verification and, if appropriate, direct the employee to return to work on a certain date.

I. Failure of an employee, upon reasonable request by the University, to provide such timely verification or substantiation may be cause, on due notice, for termination of the leave.

J. Such leave shall not be used for the purpose of securing alternative employment. An employee during such leave may not be gainfully employed, otherwise the leave shall terminate.

K. Upon expiration of a Family Responsibility Leave, or prior to such expiration by mutual agreement between the employee and the University, the University shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave. If there is no such position available, the employee will be subject to layoff in accordance with the Section on Layoff and Recall.

L. Nothing in this Section shall preclude the abolition of the position classification of the employee during such leave nor shall the employee be exempt from the Section on Layoff and Recall by virtue of such leave.

M. The Employer shall not pay any portion of the employee's health and dental insurance (individual or family) while an employee is on Family Responsibility Leave.

Section 8. Alternative Work Assignment/Pregnancy Leave of Absence

Upon request of the employee, a meeting will be held with the employee, the supervisory staff member, a Human Resources representative, the ADA Coordinator or designee and a Union representative regarding what alternative work assignment if any may be made to accommodate the employee.

Employees shall be eligible for pregnancy leave of absence based upon disability or incompatibility between an employee's pregnant state and the regularly required duties of the position. A leave of absence will be granted for the purpose of pregnancy unless there is sufficient justification to deny the request.

Leaves taken for reasons of pregnancy qualify as family and medical leave and shall be applied toward the twelve (12) week entitlement period for eligible employees. Leave following the birth of a child is available for either parent under the provisions of the Family and Medical Leave Act.

A. The Office of Human Resources may require the employee to provide a medical opinion from the attending physician to verify the necessity and probable duration of the leave.

B. Pregnancy leave shall continue until the employee, on the basis of acceptable medical opinion, is able to return to work.

C. Pregnancy leave will be charged to accumulated sick leave. If this is insufficient, vacation and personal leave or leave without pay may be granted in accordance with sick leave usage and other applicable rules.

D. The University shall make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where a nursing mother may express her milk in privacy.

Regulations relating to Pregnancy Leave are as follows:

1. Medical Consultation
   A pregnant employee who is advised by the physician to commence pregnancy leave shall provide the Office of Human Resources with the physician's medical advice regarding leave commencement.
   The employee shall also visit a designated health care provider for further medical consultation if requested to do so by the Office of Human Resources.

2. Safe Working Conditions and Practices
   Staff members of the campus offices responsible for employee health and safety are available to advise an employee and the supervisor of safe working conditions and practices.

3. Approval to Return to Work
   The employee shall obtain a statement from the physician as soon as practicable, approving return to work. This approval shall be presented to the employing unit, prior to the employee's return to work. The employee shall also undergo medical consultation by a designated health care provider, if requested to do so.

Section 9. Maternity/Paternity/Adoption Leave

Employees who have completed one (1) year of employment shall be eligible for up to ten (10) paid working days of leave, provided that such leave shall be used within thirty (30) days of the birth/adoption of the child and further provided that the child is co-resident with the employee. Maternity/paternity/adoption leave shall be limited to one leave per year. Additional time away from work for this leave under FMLA can be covered by using sick, vacation or personal time. Upon exhaustion of all benefit time, an employee may apply for time through the AFSCME Sick Leave Bank if qualified. All applicable University policies and FMLA will be followed. Employee will provide documentation to the Office of Human Resources.

Section 10. Emergency Closing

On days designated by the University as Emergency Closure Days (e.g., snow, flood, explosion, etc.), the following conditions will apply:

A. Employees who are scheduled to work and work, will be paid overtime rates;

B. Employees who are scheduled to work and are excused from work, will be paid straight wages for the excused hours;

C. Employees who are scheduled to work and requested absence from scheduled work, will receive straight time wages and the absence will be charged to the appropriate absence accrual;

D. Employees who are not scheduled to work and do not work, will not be paid for the day.

Overtime worked on an Emergency Closure Day will be paid at the applicable overtime rate and no additional release time will be earned.

Section 11. Voting Time

Employees shall, after giving appropriate notice to their supervisor, and upon approval of their supervisor, be allowed reasonable time off without pay during working hours of up to two (2) hours to vote in any national, state, and local elections. Such approvals by the supervisor shall not be unreasonably denied. Employees may use accrued vacation leave for the purpose of such absence.

Section 12. Participation in University Sponsored or Recognized Activity

With appropriate prior notification and approval of the immediate supervisor, time away from work will be granted with pay when attendance is required or requested to participate as a member of a University sponsored or recognized activity.

Section 13. Military Leave

Northeastern Illinois University provides military leave for eligible employees consistent with the requirements of State and federal law including, but not limited to, the Uniformed Services Employment and Re-Employment Rights Act ("USERRA") 38 Section 4301 *et. seq.* and the Illinois Military Leave of Absence Act ("IMLAA"), 5 ILCS 325/1 et. seq. Such leave will be granted whether or not within the State and whether or not voluntary. Compensation while on active duty will be as provided by the IMLAA. Leave for Service in the Armed Forces of the United States without pay shall be granted an eligible employee who enlists, volunteers for, or is inducted into such service. Re-employment following discharge will be in compliance with the Servicemen's Employment Tenure Act, ("SMETA"), 330 ILCS 60/1 and USERRA.

A. Eligibility: all regular full-time and part-time employees are eligible for military leave. Temporary employees are not eligible for military leave, except as may be authorized by the employee's department head or director.

   Military leave will be granted for voluntary or involuntary service in the Army, Air Force, Navy, Marines, the Illinois National Guard, and any other category of service designated by the President of the United States in time of war or national emergency.

B. Compensation During Leaves for Training: compensation for employees during leaves for annual training, special or advanced training and basic training shall be in accordance with the Illinois Military Leave of Absence Act (5 ILCS 325/1), and applies to full-time and part-time employees.

If the leave of absence is with pay, compensation will be at an employee's regular hourly rate for non-overtime scheduled hours or applicable pro-rated annualized rate. An employee taking military leave is required to furnish copies of military orders and proof of military compensation prior to processing of payment by the University.

1. Annual Training: during leaves for annual training, the employee shall continue to receive regular compensation as a University employee.
2. Special or Advanced Training: during leaves for up to sixty (60) days during a University appointment year for special or advanced training, if such employee's compensation for military activities is less than the University compensation, the employee shall receive regular University compensation minus the amount of base pay for military activities for normally scheduled workdays. The sixty (60) days do not have to be consecutive.

3. Basic Training: during leaves for basic training, if such employee's compensation for military activities is less than the University compensation, the employee shall receive regular University compensation minus the amount of base pay for military activities.

C. Benefits during Leaves: benefits for employees on military leave shall be continued by the University as mandated by state and federal legislation. Employees should contact the Office of Human Resources for complete information about continuation of insurance coverage and any premium payments.

D. Call-Up for Active Duty: in the event an employee is called up for active duty, the employee shall receive leave with pay for normally scheduled workdays for up to thirty (30) calendar days. In the event emergency call-up for active duty is extended beyond thirty (30) calendar days, the employee will be granted leave without pay for such additional days or will be granted leave and compensated as mandated by federal or State of Illinois legislation. Compensation during the thirty (30) calendar day period will be at the employee's regular hourly rate for non-overtime scheduled hours.

E. Return from Leave for Military Service: in accordance with provisions of the SMETA and USERRA, an employee returning from leave for military service will be restored to the position of employment which the employee left, with the same increases in status, seniority, and wages that were earned during the term of military service by employees in like positions, or to a position of like seniority, status, and pay, unless the University's circumstances have so changed as to make it impossible or unreasonable to do so, or if the employee's position was temporary.

1. Re-employment of employees in provisional appointments will also be subject to Section 250.70(b) of the State Universities Civil Service System Statute and Rules concerning conditions for provisional appointments.

2. The employee returning from leave must have received a certificate or other evidence of honorable discharge or satisfactory completion of military service, and must make application for re-employment within ninety (90) days after being relieved from military service, or from hospitalization continuing after discharge for a period of not more than one (1) year.

3. In addition, the employee must still be qualified to perform the duties of the position of employment from which leave was taken. If, as a result of military service, the employee is not physically or mentally qualified to perform the duties of the former position, the employee will be restored to a position for which the employee is qualified and able to perform the duties and which will provide the similar seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of the case. Restoral to such a position is not required if it would cause undue hardship to the University.

F. Non-Discrimination: the University prohibits discrimination against any individual who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service. All applicable regulations and guidelines established by Northeastern Illinois University and University Board of Trustees will be followed.

Section 14. Jury Duty

Bargaining unit members shall be allowed jury duty leave in accordance with 705 ILCS 305/4.1 as may be amended from time to time. Such leave will be allowed with pay if the bargaining unit member gives the University one (1) weeks' notice and a copy of the jury duty summons.

An employee is required to return to work for the time during which the employee is not required in any jury attendance.

Section 15. Religious Observances

The University will make reasonable accommodation to the religious needs of employees. The University will attempt to accommodate bargaining unit members who request to utilize vacation time for religious observances.

Section 16. Educational Benefits

A. Employee Development and Educational Benefits

The University agrees to provide employees tuition and fee waivers and/or reimbursement and other educational benefits in accordance with Board of Trustees Bylaws, Governing Policies and Regulations. Employees will be permitted to attend college and/or universities with whom the University has reciprocal course tuition and fee waiver agreement.

Initial training for employees in the application of the basic skills required by State Universities Civil Service System for a position shall be provided, as determined by the Employer. When new technology or other changes in the work place require additional training, as determined by the Employer, such training shall be provided and attendance in this training is mandatory when such new technology is required of the employee's position.

The natural, adopted, foster, or step–children and the spouse of any status under full-time employment who dies while in service at the University shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at Northeastern Illinois University. Should both parents be full time employees, the death of one parent shall make the child eligible for a waiver of tuition and fees if such employee had been contributing to their support at the time of death. Children of divorced employee are eligible for waiver of tuition and fees if such employee was contributing to their support at time of death.

The natural, adopted, foster or step child of a current qualified University employee who has been employed for a total of at least seven (7) cumulative years by Northeastern Illinois University, may receive 50% tuition waiver for undergraduate education at any campus within the Illinois Public Higher Education System with whom the University has reciprocal course tuition and fee waiver agreement. Children must be under the age of 25 at the commencement of the academic year during which the partial tuition waiver is to be effective. Eligibility for this purpose will be verified on a year-by-year basis. Children must qualify for admission under the same requirements, standards and policies applicable to general applicants.

B. Education Leave

1. Upon approval of the University, a bargaining unit member not in a probationary status may be granted an educational leave without pay. Bargaining unit members should initiate a written request indicating the program they wish to undertake, the reason, the objective and its relationship to the needs and priorities of the University. Educational leave may be granted up to one (1) year. This request shall be submitted to the designated University representative.

   If an educational leave is granted, the bargaining unit member may return to the University in the same classification that they left without loss of seniority. Employees returning after an educational leave will be given preference for any open position for which the employee qualifies. All benefits shall be the responsibility of the bargaining unit member while on educational leave.

2. Upon approval of the University one (1) bargaining unit member per fiscal year, not in probationary period shall be allowed to participate in half pay benefit and 50% appointment educational leave for one academic semester. The most senior requesting employee (University status seniority date) will be awarded leave.

   a. Bargaining unit members should initiate a written request indicating the program they wish to undertake, the reason, the objective and its relationship to the needs and priorities of the University. This request shall be submitted to the designated University representative.

   b. The most senior requesting employee (University status seniority date) will be awarded the mutually agreed leave. The requesting employee will notify their Supervisor, Director of Human Resources and Local AFSCME President as soon as practicable or at least by the start of the semester prior to the one during which the employee will be on this mutually agreed leave.

   c. The employee will be responsible for normal portion of employer provided benefits which may include being placed temporarily at a 50% appointment and the increased individual benefit costs of such 50% appointment.

The employee, a union representative, and a human resources representative may schedule a meeting to discuss details of this benefit.

The bargaining unit member may return to the University in the same classification that they left without loss of seniority

C. Upward Mobility Program

1. Goals and Priorities

The University and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the University and the Union to provide employees with enhanced training and promotional opportunities through an Upward Mobility Program.

The Upward Mobility Program is envisioned to be a joint labor/management initiative designed to explore, define and, where practicable, develop and offer opportunities for employee personal development and career enhancement, within the framework of the University Policy and the State Universities Civil Service System Statute and Rules.

2. Committee

An Upward Mobility Committee will be established and comprised of an equal number of representatives of the Union and the Employer and shall be established to discuss and consider program issues that are applicable to the conduct of its business. The Upward Mobility Committee will meet at mutually agreeable times.

3. Career Development and Educational Opportunities

Committee review efforts shall include, but are not limited to the following:

- clarifying and defining career and educational opportunities that exist or may be provided to employees;
- clarifying and defining promotional opportunities that exist or may be provided to employees;
- the provision or development of materials or information regarding available staff development training courses or other career enhancement opportunities;
- other personal development and training possibilities.

Based on any outcome resulting from committee review efforts described above, the Upward Mobility Committee may make recommendations for implementing programs and/or other opportunities identified for the career and personal development of bargaining unit members.

Should any recommendations necessitate additional resources for implementation; the parties will explore funding possibilities for this purpose.

4. Promotional Lines—Other Classifications

The Upward Mobility Committee will review classifications of which the University becomes aware when SUCSS makes modifications such as mergers or other potential advancements in the bargaining unit to determine if there are appropriate mergers or other promotional enhancements until all classifications in the bargaining unit have been reviewed.

5. Eligibility

All employees who have passed probationary period are eligible recipients of program services.

Section 17. Personal Leave

At the discretion of the University, a personal leave for up to one (1) year without pay may be granted to a bargaining unit member who has completed the probationary period and who requests such leave. The University may require that all accrued vacation leave be used before a leave is granted.

Bargaining unit members on personal leave shall not continue to earn vacation and sick leave nor receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

When an employee returns from a personal leave, the Employer shall allow the employee to return to the same position classification in which the employee was incumbent prior to the commencement of such leave, if such position is available.

Section 18. Disability Leave and Reasonable Accommodation

A bargaining unit member who is unable to perform the duties of the assigned position as certified by the bargaining unit member's physician shall be eligible to apply for disability leave with the State Universities Retirement System (SURS). The benefits of the disability leave are determined by SURS.

In accordance with the Americans with Disabilities Act of 1990 (ADA) and other applicable federal and State civil rights disability laws, the University shall analyze each request for accommodation on a case-by-case basis and make a good faith effort to reasonably accommodate a qualified employee with a disability. In doing so, the parties agree to utilize the interactive process that includes, but is not limited to; discussions to determine if a reasonable accommodation can assist the bargaining unit employee in meeting the job duties and responsibilities.

Throughout the interactive process, if the bargaining unit employee requests the presence of a Union Representative, such request will be granted. All requests should be made to the University ADA Coordinator or designee and the Office of Human Resources.

Section 19. Light Duty

The University recognizes the value of permitting employees returning from an illness or injury to temporarily work on a light duty basis. Light duty placement may include a reduction in full-time equivalency, limiting or altering duties in the employee's existing position, or temporarily reassigning the employee to another position for which the employee is qualified and capable of performing.

In cases where an employee has had an on-the-job injury/illness, the employee's supervisor shall fully consider and attempt a light duty placement of the injured employee. In cases where an employee has not been involved in an on-the-job injury/illness, supervisors of employees are encouraged to consider light duty placement whenever practical.

The employee shall provide the supervisor with a medical certification completed by the attending licensed medical physician that shall indicate that the employee may return to work with noted limitations or restrictions for a specified period of time. The following procedures shall be followed in determining whether light duty is appropriate:

A. The employee's supervisor, Human Resources representative and the ADA Coordinator or designee may communicate with the attending medical physician, as necessary, to clarify and attain specificity on physical restrictions and limitations relative to specific job duties and responsibilities.

B. The supervisor and the Human Resources representative and ADA Coordinator or designee shall consider the nature of the restrictions/limitations relative to job content, work availability, workload demands, etc., in determining the practicality of light duty placement.

C. In situations where the employee is entitled to use Family and Medical Leave on an intermittent basis, the Human Resources Representative and ADA Coordinator or designee in consultation with the supervisor, may make the accommodation of light duty.

Section 20. Family and Medical Leave Act (FMLA)

FMLA is a federal regulation that grants eligible employees the right to take twelve (12) workweeks of job-protected leave over a (twelve) 12-month period for FMLA covered medical and family reasons. The University adheres to the Family and Medical Leave Act and the Act's amendments.

An employee is eligible for up to twenty-six (26) workweeks of leave in a single (twelve) 12-month period to care for a covered service member, limited to a combined total of twenty-six (26) workweeks for all types of FMLA leave in accordance with the Family and Medical Leave Act Military Family Leave Entitlements.

The University will grant an eligible employee twelve (12) workweeks of FMLA leave over a (twelve) 12-month period for the following reasons:

A. a serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job, as certified by the health care provider;
B. the birth of a son or daughter;
C. placement with the employee of a son or daughter for adoption or foster care (including related court appearances, consultations with attorneys, and counseling sessions);
D. to care for a son or daughter during the first twelve (12) months following birth or placement;
E. to care for a spouse, member of the household, son, daughter, or parent with a serious health condition, as certified by the family member's health care provider;
F. any qualifying exigency arising out of the fact that the employee's spouse, member of the household, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

The University will grant an eligible employee twenty-six (26) workweeks of leave over a single (twelve) 12-month period to care for a covered service member with a serious injury or illness, if the employee is the spouse, member of the household, son, daughter, parent, or next of kin of the covered service member. An eligible employee who is granted leave to care for a covered service member is limited to a combined total of twenty-six (26) workweeks for all types of FMLA leave.

Spouses or a member of the household who are both employed by the University will be limited to a combined total of twelve (12) workweeks of leave during the (twelve) 12-month period in which the leave is taken when such leave is:

A. for birth of a son or daughter;
B. for placement with them of a son or daughter for adoption or foster care;
C. to care for a Son or Daughter during the twelve (12) months following birth or placement; or
D. to care for the employee's parent with a serious health condition.

For certain FMLA-qualifying reasons, eligible employees may take intermittent or reduced schedule leave.

FMLA leave will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions, or under attendance policies. All applicable University policies and Federal FMLA (Family Medical Leave Act) regulations will be followed.

ARTICLE VIII
JURISDICTION DISPUTE

For purposes of this Agreement, a jurisdictional dispute is defined as a controversy concerning whether particular work must be performed by workers in one bargaining unit as opposed to workers in another bargaining unit. In case of a jurisdictional dispute arising between this Union and other unions, it is understood by and between the University and Union as follows:

- The Union will notify representatives of the University of the jurisdictional dispute immediately upon the dispute coming to its attention.

- The University will notify Union representatives of the jurisdictional dispute immediately upon the dispute coming to its attention.

- The representatives of the University and Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.

- If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing.

- If an agreement satisfactory to all parties is not reached at the meeting, the University may forthwith make new work assignments, change work assignments or continue work assignments in accordance with the State Universities Civil Service System job classifications. Provided, however, the University may refrain from such assignments if the Union or another union submits to the University a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting.

- Should the parties be unable to amicably resolve the jurisdictional dispute, the Union may file a grievance at Step 3 according to Article VI of this Agreement. If the Union files a grievance concerning jurisdictional dispute, the parties agree to follow the procedures set forth in Article VI of this Agreement. In the event of a grievance concerning a jurisdictional dispute, the University shall, except in an emergency, refrain from implementing new work assignments or changing work assignments for a minimum of thirty (30) days to allow an opportunity for the Union(s) to take appropriate action to resolve the dispute.

- Without regard to implementation of a job assignment or assignments, the University will receive and give due consideration to any recommendations or decision from an authorized adjudicative body or Arbitrator relative to a jurisdictional dispute between the Union and another union. If the University determines that it does not accept the recommendation or decision of an authorized adjudicative body or Arbitrator, the University will place in writing to the Union the rationale for rejection within ten (10) working days of receipt.

ARTICLE IX
HOURS OF WORK/OVERTIME/PROMOTION AND ENTRANCE SALARY

Section 1. Workweek/Workday

- The basic workweek shall commence at 12:00am Sunday through 11:59pm Saturday. The standard workweek (exclusive of unpaid meal periods) shall consist of thirty-seven and one half (37.5) hours per week in five consecutive days with the exception of those classifications whose standard work week shall consist of forty (40) hours per week.
- The working day for non-exempt bargaining unit employees shall consist of seven and one-half (7.5) working hours and a half hour unpaid meal break all together within eight consecutive hours. The normal workweek for non-exempt bargaining unit employees shall consist of five (5) workdays with two (2) days off. (Telecommunicator workday consists of (8) eight hours).

Section 2. Lunch/Break Periods

- The working day shall be broken at the approximate midpoint by an unpaid meal period of thirty (30) minutes. Normally, there shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift. Employees shall not be restricted to a specific area during break periods.
- For Police Telecommunicators: Each eight (8) hour shift shall allow for and include a paid one-half (1/2) hour lunch period. Employees while at lunch shall remain on-call and subject to performing any and all emergency work duties. Any employee who is required to perform such duties during their lunch period shall be allowed to complete the lunch/break period when time so permits.
- Paid break periods cannot be used to extend or shorten the employee's workday or work week.

Section 3. Shift Assignment

Shift and the assignment of employees to differing shifts shall be determined by the University in accordance with its operational needs. In the event current shifts are changed, the Union shall be notified at least thirty (30) working days in advance when practicable and, if the Union requests, shall have the opportunity to discuss such changes. Work schedules shall not be changed to avoid the payment of overtime.

Section 4. Four Day Workweek

- A four (4) day work week shall be defined as four (4) consecutive days of relatively equal length (normally 9.0, 9.25 or 9.5 hours per day equaling 37.5 hours per week) of hours per day, followed by three (3) consecutive days off, or reasonable variations thereof.
- A four (4) day workweek may be established by the University for the entire bargaining unit or portions thereof consistent with the operational, programmatic or budgetary needs of the University. The Union will be advised at least thirty (30) days in advance of such schedules if the four (4) day work week is mandatory,

and if requested by the Union shall have the opportunity to negotiate the impact of the four (4) day work week prior to implementation.

- When the four (4) day work week is voluntary in a particular department, if there are more bargaining unit members in the classification being offered four (4) day work weeks than positions available in that department, than by seniority, employee(s) may select the four (4) day work week. The Union will be advised in advance of such schedules and if requested by the Union, shall have the opportunity to discuss the four (4) day week schedule prior to implementation.
- When such four (4) day workweek schedules are established above, the overtime provisions of the Agreement shall be amended to reflect the applicable number of hours worked on a weekly basis.
- The workweek for employees shall be flexible in nature but may in normal circumstances approximate the normally scheduled hours of operation established by the unit/department to which the employee is assigned.
- Employees may request a four (4) day workweek in writing to their supervisor. The request will be reviewed by their supervisors and the Office of Human Resources and granted or denied on the basis of the operating needs of the University. The University shall consider an employee's reasons for the request in making its final determination.

Section 5. Flexible Hour Schedule

Employees may request, in writing to their supervisor, a flexible hour schedule. Such a request shall be reviewed by their supervisors and the Office of Human Resources in the order received. Their supervisors and the Office of Human Resources will consider the request of the employee and the operating needs of the University in granting or denying the request.

Section 6. Overtime/Weekly

Non-exempt employees who work in excess of thirty-seven and one-half (37.5) (Telecommunicators in excess of forty (40) hours per workweek shall be compensated at one and one half (1.5) times their base hourly rate for those hours worked in excess of the above. This section shall be interpreted to exclude the pyramiding of overtime.

Available overtime will be communicated to all applicable employees to allow employees to request the overtime assignment(s). Overtime will be rotated amongst employees in the title by seniority in the department requiring overtime. Employees working commencement or other special events shall not have their schedules changed to avoid payment of overtime.

Section 7. Overtime/Extended Workweek

Work performed by a non-exempt employee on the sixth (6th) consecutive working day within the workweek shall be compensated at one and one-half (1.5) times the employee's base hourly rate. Work performed by a non-exempt employee on the seventh (7^{th}) consecutive workday within the workweek shall be compensated at two (2) times the employee's base hourly rate.

Section 8. Call Back Pay

Any non-exempt employee who has left work and is thereafter called back to work or who is called to work on a day when the employee is not scheduled to work shall be paid a minimum of three (3) hours at one and one-half times (1.5) such employee's applicable rate, except Ground Maintenance Workers and Telecommunicators who shall be paid a minimum of (4) four hours at double such employees applicable rate. If an employee is called back to work in an emergency circumstance, such employee shall be released from work as soon as the emergency has been addressed.

Section 9. Transfer from Exempt to Non-Exempt Status

A position in the bargaining unit classified as exempt will not be transferred to non- exempt without union concurrence.

Section 10. Exempt Employee Work Schedule

It is understood between the parties that exempt employees' hours of work are commensurate with their professional responsibilities.

With this understanding, from time to time an employee will be required to work outside their normal thirty-seven and a half (37.5) hour standard workweek.

With this understanding, from time to time an employee will be allowed the flexibility to work less than the normal thirty-seven and a half (37.5) hour standard workweek as long as their professional obligations are met.

If an employee is away from work because of illness or vacation, the employee must show the use of benefit time and the benefit time must be accurately reported as required.

This article is not to be interpreted as the Union waiving its right to bargain the impact of new or changed job descriptions or specifications.

ARTICLE X
POSTING AND FILLING OF VACANCIES

Section 1. Posting of Vacancies

The Statute and Rules of the State Universities Civil Service System Classification Plan, Section 250.30 states that all new or reactivation of a former classification will be posted for at least ten (10) calendar days. Vacancies for positions recognized by this Agreement will be posted on the bulletin board outside the Office of Human Resources and/or the University's home page for a minimum of ten (10) working days, with the job classification, minimum qualifications and entry salary range identified copies of all postings will be sent to the President of Local 1989. Bargaining unit employees will have an opportunity to apply for any posted vacancy during the posting period. An ongoing testing service is also available to bargaining unit employees and must be scheduled through the Office of Human Resources. If an employee has tested successfully, the employee's name will be placed on a register for future vacancies.

Section 2. Examinations

Employees who meet the minimum qualifications of the posted position shall be admitted to the examination. If the examination for the classification has been given within thirty (30) working days prior to the posting of the position, the University shall not be restricted from closing the register. Once the posting period has expired the University may use the existing register to interview and make selection from the register. An employee's request for examination shall be held in strictest confidence by the Office of Human Resources. Bargaining unit employees shall be allowed reasonable but limited, time during working hours without loss of pay to take Civil Service examinations.

Section 3. Order of Registers

Vacancies are filled and registers are kept in accordance with the provisions of the State Universities Civil Service System rules. When the University determines to fill a vacancy with a reassignment and if interested candidates are considered equal, seniority shall prevail in the selection. Reassigned employees may request within thirty calendar days to be returned to their former classification pending position availability.

Section 4. Entrance Salary

The University may, but is not required to, hire employees within bargaining unit classifications up to ten percent (10%) above the classification's stated minimum salary consistent with its policy of recognition for prior education, experience and market comparisons

The University may hire employees within bargaining unit classifications requiring a State Universities Civil Service System bona fide specialty factor at no more than a five percent (5%) increase above the stated classification minimum.

Employees within the same classification of a job opening with a higher salary because of specialty factors will be awarded an interview for such a job only if in the same classification and if the employee has officially requested a transfer with the Office of Human Resources.

Section 5. Promotional Salary

Employees who are promoted within the bargaining unit shall receive no less than a ten percent (10%) increase in base salary on the effective date of the promotion. Such increases shall not be retroactive prior to the date of the promotion.

Section 6. Transfer Requests

An employee who desires a transfer to a different position within a classification shall notify the Office of Human Resources in writing. An employee desiring a transfer shall be notified of positions that become available in the classification.

If an employee requests, the Office of Human Resources will refer the employee to the prospective employing department for an interview. The interview does not constitute an offer. The employing department shall interview and give due consideration to the utilization of qualified and trained employees.

ARTICLE XI
DISCIPLINE

Section 1. Definition

The University and the Union agree that open and honest communication is an important component in maintaining a harmonious working environment. It is the intent of the parties to use open and honest communication as a means to avoid disciplinary action. Such communication between the University, Union and bargaining unit members may include coaching, corrective discussions and problem solving interaction. At times discipline is required; in these situations the University agrees to follow the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

A. oral reprimand (documented for file in writing);
B. written reprimand;
C. suspension (notice to be given in writing); and
D. discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. By way of example, just cause constitutes a sufficient reason by the University to impose discipline and the employee's remedy is a grievance. The University may not demote a bargaining unit employee as a disciplinary action. The University shall investigate the reason for imposing discipline and shall impose discipline within fifteen (15) working days after the University is aware of the event or action giving rise to the discipline.

Disciplinary actions for unrelated issues, such as attendance or performance issues, shall not be pyramided so as to increase the level of discipline. However, nothing in this Article shall prevent the University from taking appropriate disciplinary action based on the severity of the action.

Labor Management Meeting

Upon mutual agreement, the Union and/or University may request to collaboratively discuss concerns within a department with the employee and supervisor. This meeting must be requested in writing, include the meeting agenda and copy the Director of Human Resources.

Section 2. Manner of Communication/Correction

If the University has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Supervisors and bargaining unit employees will always communicate in a professional manner.

Section 3. Investigatory Interview

The employee shall be notified of the right to the presence of a Union Representative at an investigatory interview by way of this Agreement. An employee

subject to investigatory interview shall be entitled to the presence of a Union Representative at an investigatory interview, if so requested by the employee. The University will annually notify supervisors of employees' Weingarten Rights. (see appendix A)

Section 4. Oral Reprimand

In cases of oral reprimands, the supervisor must inform the employee that the employee is receiving an oral reprimand. The employee is entitled to Union representation, which shall be provided if so requested by the employee.

The employee shall also be given reasons for such discipline, including the names of witnesses (if any) and copies of pertinent documents.

Section 5. Labor Management Meeting

Upon mutual agreement, the Union and/or University may request to collaboratively discuss concerns within a department with the employee and supervisor. This meeting must be requested in writing, include the meeting agenda and copy the Director of Human Resources.

Section 6. Written Reprimand

In cases of written reprimands, the supervisor must inform the employee that the employee is receiving a written reprimand. The employee is entitled to Union representation, which shall be provided if so requested by the employee.

The employee shall also be given reasons for such discipline, including the names of witnesses (if any) and copies of pertinent documents.

Section 7. Pre-Disciplinary Meeting

An employee who is recommended for suspension or discharge shall have a pre-disciplinary meeting to notify the employee of the contemplated measure of discipline. The employee and the union will be notified in writing the reason(s) for the proposed discipline and the right of union representation. The employee and the union will be provided with all documentation. The employee and the Union Representative(s) shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 8. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the University shall promptly furnish the employee and the Union, in writing, a clear and concise statement of the reasons therefore. For oral reprimands, documentation of the reprimand will be made available within a reasonable period. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and

imposed, the University shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 9. Removal of Discipline

Notations of oral reprimands or written reprimands shall be removed from an employee's record if eight (8) months have passed without the employee receiving an additional reprimand for the same or a similar offense.

A suspension shall be removed from an employee's record if the employee does not receive any oral reprimands, written reprimands and/or suspensions for a period of eighteen (18) months from the date of the last suspension for the same or similar offense. The removal from the employee's record shall not prohibit the recording of such suspension time elsewhere for the purpose of time and pay records.

The above removal of discipline from the employee's record shall be done at the request of the employee after the prescribed time has passed, but in any case, expired disciplines shall not be used against the employee as a preceding step in additional discipline or as reference for assessing qualifications for other positions at the University. The employee or their representative may make an appointment to review their file for any expired discipline. The appointment shall be scheduled as soon as possible after the request and at the convenience of the employee and the Office of Human Resource Representative.

ARTICLE XII
SENIORITY

Seniority and its application, except as otherwise supplemented herein, shall be in accordance with the Rules of the State Universities Civil Service System.

ARTICLE XIII
LAYOFF AND RECALL

This section shall be implemented in accordance with the applicable State Universities Civil Service System Rules regarding Lay-Off (Rule 250.110c) and Seniority (Rule 250.120).

Bargaining unit employees in non-continuing positions shall be laid off prior to the layoff of an employee in a continuing position. Non-continuing bargaining unit positions include, but are not limited to temporary extra help. Should the University require extra help work within a bargaining unit classification in which employees are on layoff status, such extra help work shall be offered to those laid-off employees in descending seniority order. Such employees shall be compensated at the regular rate for the classification consistent with the employee's wage rate at the time of original layoff.

A laid-off employee shall maintain recall rights for a minimum of twelve (12) months following a layoff or the length of time equivalent to the employee's seniority in the classification from which the employee was laid off up to a maximum of three (3) years.

If a laid-off employee (or in order for an employee to avoid layoff) selects to take an open position in a lower paid classification which they had previously held, the employee's base pay rate will not be reduced.

If a laid-off employee (or in order for an employee to avoid layoff) selects to take an open position in a lower paid classification for which they are qualified, the employee's base pay rate will remain unchanged unless the new classification is more than three (3) grades below the grade from which the employee is being laid off. If the employee selects to take a position in excess of three (3) grades lower, the employee will be paid at the employee's previous rate for that grade, or the top of the range of the new rate, whichever is lower.

The University shall notify the Union and the affected employees at least thirty (30) working days prior to the effective date of any proposed layoff except in situations of catastrophic occurrences and when possible, sixty (60) calendar days' notice if such layoff is to exceed thirty (30) consecutive workdays.

The University shall promptly notify the Union of the recall of any employee in the bargaining unit.

No non-continuing bargaining unit employee shall bump a continuing bargaining unit employee in the case of layoff regardless of seniority.

If the University decides to relieve laid off employees from duties during this notice period, all employees will be provided as much time as practicable to wrap up work responsibilities. The University will provide notice to the employee if access to the University and its systems and services are withdrawn.

At the initial notification of proposed layoff, the University shall direct all areas to implement the processes listed below via a university wide communication. The Supervisor or designee of employees will immediately review the positions in their supervision and all work manuals for those positions to ensure they are correct and complete. All supervisors or their designee shall immediately collaborate with employees to ensure the operational continuity of information and systems in the departments. Supervisors or their designee will meet with the employees to plan for the potential layoff and assign tasks, pending work, processes and delegation of work responsibilities.

Employees who find themselves in a new position as a result of the layoff process shall be trained by their supervisor or designee to complete the essential functions of the work as defined in Article 20, Section 1 and utilizing the work manuals for that position.

ARTICLE XIV
JOB CLASSIFICATION

Section 1. Job Descriptions and Class Specifications

The University shall, upon request, provide each employee with a description of their duties and responsibilities in the form of a "Job Description." Such job description shall contain the principal duties, responsibilities, and supervisory relationship. If the University is making changes in a job description the Union and the employee will be notified as soon as practicable. The University will provide at least a thirty (30) calendar day notice in advance of the proposed effective date of changes to allow for discussion of the job description modifications. When changes in a job occur, the job description shall be amended to provide a current description of the employee's duties and responsibilities.

The University, upon request, shall make available to the Union the State Universities Classification Specifications and University job description of any bargaining unit position. The University shall provide changes thereto as such changes occur. It is understood and agreed that an individual employee may review and receive a copy of any bargaining unit State Universities Classification Specification used on campus and be provided a University job description, at the employee's expense.

New, promoted and transferred bargaining unit employees shall be oriented as to their duties, responsibilities, supervisory relationships and be given a copy of their job description.

The phrase "perform related duties as assigned" as used in a given job description shall constitute no more than 15% of the time and all duties shall remain within the scope of the State Universities Civil Service System Classification Specification

Section 2. Job Audit

When a question arises as to whether or not a bargaining unit employee in a given State Universities Civil Service System Classification is working out of their classification, the bargaining unit employee or Union may request, in writing, a job audit. Such requests shall not be honored or acted upon more than once every twelve (12) months. The Office of Human Resources shall conduct and complete such audit within thirty (30) calendar days of the date the Office of Human Resources receives an updated job description. Reasonable work time will be provided for the bargaining unit employee to draft an initial updated job description and to collaborate with the supervisor as the supervisor writes an updated job description. The supervisor or designee will meet with the employee to complete the accurate job description reflecting the job duties as soon as practicable. If the employee and/or supervisor seek the assistance of HR for the completion of the job description, HR may facilitate communication. However, the supervisor and HR shall make the final decision with respect to any changes to the job description. The results of such audit will be provided in writing to the employee and the Local President within thirty (30) calendar days. If the audit substantiates that an employee has been performing the duties of

a higher classification, the employee shall be paid at the higher rate retroactive to the date the written job audit request was received, or if required, on the date that the employee passed the appropriate examination for the higher level position. If the employee does not pass the appropriate examination, the effective date of any salary increase shall be the date on which the employee passes the appropriate examination.

The Office of Human Resources will discuss with the employee the reasons for the determination in the classification specification, if so requested.

Supervisors shall allow employees the opportunity to take Civil Service examinations in order to increase the employee's opportunities to seek advancement. Such testing shall be allowed when it does not interfere with the department's operational needs and advance notice is provided to the supervisor.

Section 3. Temporary Upgrades/Appointments

All temporary upgrades shall be subject to the provisions of the State Universities Civil Service System rules, specifically Section 250.100 inclusive, and any other State Universities Civil Service System rule provisions that may be applicable.

Section 4. Workload

When bargaining unit employees are given a demonstrably increased workload within the job classification on a temporary basis, the employee shall be given as much time as practicable in order to prepare for the increased workload, have discussions with their supervisor about the altered work priorities in order to accommodate the increased workload and determine how the work will be accomplished. The employee shall have the right to include a Union Representative in the meeting to help facilitate solutions, ask relevant questions, etc. HR will be informed when these meetings are taking place.

When an employee is given a demonstrably increased workload on a permanent basis, a meeting with the employee, their Union Representative and their supervisor shall take place to determine how the work will be accomplished, what current duties if any shall no longer be a priority, etc. When a meeting is held on a permanent change in workload, the parties may request to schedule follow up meetings.

The University does not allow non-exempt employees, except in extraordinary situations, to do extra work at home. If the supervisor and the employee agree to allow extra work at home in a non-recurring extraordinary situation, the employee must report their work time as if at work and all rates of pay and overtime will be adhered to. Exempt employees may select to do extra work at home as a function of their exempt position.

ARTICLE XV
LABOR MANAGEMENT CONFERENCES

Section 1. Conference Parameters

The Union and the University mutually agree that in the interest of efficient management and harmonious employee relations, meetings be held between Union Representatives and appropriate University Representatives. Meetings shall be requested at least seven (7) days in advance by either party and shall state the purpose for a "labor-management conference." The requesting party shall provide a written agenda for such meeting(s). The locations for such meetings shall be mutually agreed to before being held, and the purpose of any such meeting normally shall be limited to:

A. Discussion on the implementation and general administration of this Agreement;

B. A sharing of general information of interest to the parties;

C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the University which may affect employees;

D. Problems and issues arising from conditions of work that are of interest to unit employees and/or management including health and safety concerns. However, the parties agree that a labor-management conference shall be held no less than once every three (3) months unless mutually agreed otherwise.

E. Additional meetings may be requested by either party. The requesting party shall provide a written agenda for such meeting and must be provided at least seven (7) days in advance. Requests for meetings shall not be unreasonably denied. Additional item(s) may be added by mutual agreement.

Section 2. Prohibited Topics

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor management conferences nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Employee Attendance

The University will allow up to five (5) employees in the bargaining unit to attend such conferences. Attendance by the employees at conferences during working hours shall be without loss of pay. However, the employees must give reasonable notice to their supervisor of their intended absence and the supervisor shall grant such time, the operating needs of the University permitting. Any travel or subsistence expenses associated with any labor management conference shall be the responsibility of the employee.

ARTICLE XVI
PERSONNEL FILES

There shall be only one (1) official employee personnel file kept by the University for each employee covered by this Agreement. This file shall be maintained by the Office of Human Resources.

The University follows the Personnel Records Review Act and commits that no material derogatory to an employee's conduct, service, character or personality shall be placed in the official file in the Office of Human Resources unless the employee has had an opportunity to read the material and sign the copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with the contents. Should the employee refuse to sign the copy, the Office of Human Resources shall indicate such refusal on the copy. A copy of any such material shall be given to the employee, if requested.

The employee shall have the right to respond in writing to any material filed, and the employee's answer shall be attached to the file copy.

The employees and/or their designated Union Representative(s), if authorized in writing by the employee, shall be permitted twice annually to examine, in the Office of Human Resources, the official personnel file, but not to mark, destroy, or remove any of the contents except for expired discipline. These expired discipline documents will be removed and destroyed by an Office of Human Resources Representative. Such examination shall occur in an expedient manner at the mutual convenience of both parties. Upon written request, the employee shall receive a copy of the materials in the official personnel file. The Union shall be permitted to examine bargaining unit employees' personnel files in relation to a filed grievance. The employee shall pay the cost of copying the material at the current most favorable rate charged to University departments.

If a written request for a copy of the official personnel file is for the purpose of use in litigation, no charge will be made of the employee if the requesting attorney or agency provides a fee for copying. Current practice as to the release and content of the official personnel file shall continue. The employee or union representative of the employee should contact Office of Human Resources for an appointment to review their file.

Privacy:

The employer shall not provide to any entity that is not a party to this agreement any information that pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining unless required to do so by law, the operations of the State Government and/or business relationship.

Information the employer shall protect includes: a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, home or personal telephone numbers, and personal email addresses, home address, including zip code and county, date of birth and personal license plates, except as otherwise provided by law.

The employer shall notify the Union of any third party requests for protected information requested via the Freedom of Information Act as soon as practicable.

ARTICLE XVII
HEALTH AND SAFETY

The University recognizes its responsibility to make appropriate provisions for the health and safety of the employee to assure and enforce compliance with applicable laws, and to maintain sound operating practice which will result in safe working conditions.

The Union recognizes the responsibility of bargaining unit members to observe appropriate safety rules and follow safe work practices to insure employee safety as well as that of co-workers.

An employee shall immediately report any unsafe working conditions or work practices to the supervisor. If necessary, the matter shall be referred by the supervisor to the appropriate University employee. A Representative designated by the Union may, upon request, meet with the University Administrator responsible for Health and Safety concerns to discuss issues related to the aforementioned.

It is the joint interest of the University and Union that all employees are provided with the space, materials, and equipment necessary to fulfill their professional obligations including the conducting of confidential work responsibilities. In the event that an employee's concerns are not addressed regarding this issue, the employee may address the concern in a labor management meeting with the Union and the University.

ARTICLE XVIII
STRIKES, WORK STOPPAGES OR LOCKOUTS

During the term of this Agreement each of the parties agree there will be no strikes, work stoppages, slowdowns or lockouts by the Union or the University, for any reason.

ARTICLE XIX
NO SUB-CONTRACTING

During the term of this Agreement, the University shall not contract out any work performed by the bargaining unit members, unless it is for reasons of efficiency or economy. Under no circumstances should such action(s) result in the layoff of any bargaining unit employee.

ARTICLE XX
DEVELOPMENT AND TRAINING

Section 1. Procedures and Training

The University and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle, the University shall provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including, relevant to such work, procedural manuals. The University hereby subscribes to the principle of promotion within its organization, in accordance with the State Universities Civil Service System Rules and Regulations.

With appropriate prior notification and approval by the immediate supervisor, employees may request to attend University wide sponsored events, training, seminars, conferences, workshops and other similar programs.

Section 2. Employee Annual Evaluations

Employees will receive an annual written evaluation on or about the beginning of each fiscal year, preceded by at least three (3) working days advance notice allowing the employee to prepare for the meeting. The employee's specific job description, job duties and performance shall be reviewed by both the employee and the supervisor to review past year performance and expectations for the upcoming year. The supervisor must have worked with the employee for at least three (3) months or one academic semester (whichever is greater) to complete an annual review. If not, the supervisor will request and complete a performance appraisal issued by the Office of Human Resources (see in appendix B). The Office of Human Resources should be contacted if either the employee or supervisor has questions about the process. Evaluators will meet privately with the employee to discuss job performance, job satisfaction and other work-related items with the employee. Evaluators will offer constructive suggestions to assist employees in their job performance and resolve any work related problem(s). The evaluation will be limited to the employee's performance of assigned duties. The evaluation shall be discussed with the employee before it is submitted to the Office of Human Resources. The employee shall sign the evaluation as it denotes having read and understood the evaluation. Such signature does not constitute agreement with the evaluation. Should the employee refuse to sign the evaluation the evaluator shall note on the evaluation the employee's refusal to sign; and this shall not constitute that the employee did not read or did not understand the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee. A bargaining unit employee will not be required to evaluate other bargaining unit employees.

Section 3. Response to Annual Evaluation

The employee will be informed that they may submit a written response to an evaluation within ten (10) working days of the evaluation conference; such response shall be included with the evaluation in the employee's personnel file. An employee may have a copy of the performance evaluation to submit written response. If the evaluator

rates the employee "needs improvement" or the employee is unable to correct the factual errors in the evaluation with their supervisor, then the employee may request a meeting with their Union representative, a Human Resources representative and their supervisor. Original evaluation must be issued to the Office of Human Resources by stated deadline.

ARTICLE XXI
WORK RULES

Procedural work rules shall be reasonable and uniformly applied. Prior to any change in any procedural work rule the University shall meet with the Union for the purpose of consultation and input. When possible, this discussion will occur at the most immediate Labor Management meeting.

This article is not to be interpreted as the Union waiving its right to bargain the impact of new or changed procedural work rules.

ARTICLE XXII
TIME RECORDING

If, at any time or for any reason, the University changes the method of time keeping for bargaining unit employees, the University will advise the Union in advance.

All employees should submit their time reports by designated date. Supervisors or proxy should timely approve an accurate time report.

This Article is not to be interpreted as the Union waiving its right to bargain the impact of new or changed time recording practices. The Union agrees it shall comply with time recording changes mandated by the Office of the Executive Inspector General of the State of Illinois.

ARTICLE XXIII
PRINTING OF THE AGREEMENT

If required by the Union, the University and the Union shall share the costs equally of printing this contract and the Union shall be provided with sufficient and extra copies for distribution to bargaining unit employees. The University at its expense will make the bargaining unit agreement available through the University portal in a searchable format.

ARTICLE XXIV
HEALTH, LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1. Health and Life Insurance Program

During the term of this Agreement, health and life insurance programs shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, 5 ILCS 375 et. seq. The parties agree to accept the terms and conditions of life and health programs as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

When provided the opportunity the University will advocate on behalf of the healthcare needs for all employees to include male, female and transgender employees.

Section 2. Retirement, Death and Disability Benefits

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with 5 ILCS 5/15-101 et. seq.

Section 3. Workers' Compensation

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with 5 ILCS 305 et. seq.

Section 4. Supplemental Benefits

During the term of this Agreement, related optional benefits (e.g., supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Board of Trustees Bylaws, Governing Policies and Regulations.

Section 5. Employee Assistance Program

The Board of Trustees and the Union agree to use the State's Employee Assistance Program. The parties indicate by this Agreement their mutual support of the Employee Assistance Program and to that end will encourage employees needing and/or desiring such services to contact the provider. The contact between the E.A.P. and the employee is kept confidential except in cases where confirmation of E.A.P. assistance is used as an element of corrective action.

ARTICLE XXV
WAGES

Section 1. Across the Board Raises

As of July 1, 2018, all titles will be brought up to $15/hour if ~~below~~ they were below that rate as of July 1, 2018.

The wage agreement provides for the following across the board increases for all bargaining unit employees on the below effective date in each of the five contract years. The increase dates are as follows:

- July 1, 2018 – 2.5%
- July 1, 2019 – 2.5%
- July 1, 2020 – 2.0%
- July 1, 2021 – 2.0%
- July 1, 2022 – 2.0%

Section 2. Equity Adjustments

On July 1, 2020, 2021 and 2022, NEIU shall set aside an additional 2.5% for use as equity adjustments. Local 1989 shall allocate the equity adjustments as it determines to resolve discovered inequities.

The allocations to resolve discovered inequities shall be reported to NEIU by or before August 1. The Union's allocation shall not be unreasonably denied, (e.g., the allocation is determined to violate the law or NEIU policies or the allocation exceeds the grade). NEIU has until September 1 to implement the Union's allocation to resolve discovered inequities or reasonably object to the Union's determination. However, in the event NEIU objects to the Union's determination, the Union is given another 30 days to allocate the equity adjustments until the adjustment is ultimately allocated.

All new employees will be hired at the minimum of the grade level of the 12/5/19 AFSCME Grade Sheet. If after the initial posting period NEIU cannot fill the position at the minimum grade level, NEIU will comply with Article X, Section 4.

Section 3. Merit and Continuing Education Committee

The Union has agreed to have its bargaining unit members be eligible for a University wide merit recognition program to be initiated by the University.

The University and Local 1989, through negotiations, have established a dialog regarding the need for a method to address continuing education and merit needs of bargaining unit employees. In order to evaluate those needs, the parties have agreed to establish a task force to address a method to establish a means for employees to receive merit or education increases when the service or education attained demonstrates new talents that will be used in their positions.

Section 4. Pre-tax Flexible Spending Account

As provided by the Department of Central Management Services, the University will deduct pre-tax contributions for the following covered expenses:

- childcare;
- insurance premiums/deductibles; and
- other eligible medical expenses.

As provided by Central Management Services, the University shall provide a pre-tax payroll deduction program for transportation expenses, including CTA and Metra passes if available, in accordance with and to the extent permitted by the Transportation Equity Act for the 21st Century (EA-21).

Section 5. Retirement Notice—Irrevocable Election to Retire

Pursuant to Public Act 92-0599 (the Act), and upon the eligible employee's request, unused compensable sick days will be paid at the current rate of earnings and counted as defined in the Act as part of earnings from the University during the period of up to two (2) years of employment prior to retirement, subject to the twenty percent (20%) limitation and the guidelines established by the State Universities Retirement System (SURS).

To receive this benefit, an eligible employee must submit to the Manager of Employee Benefits, in the Office of Human Resources, an "Irrevocable Election to Retire" prior to use of this benefit. (No prior notice is required for employees retiring prior to 120 days after approval of this contract.)

If the Act is repealed, this Section of the Agreement will become void. If the Act is amended and it is permissible under the amended Act, employees who had previously submitted an "Irrevocable Election to Retire" will have a choice to continue to receive the sick leave paid as per this Section or to withdraw their "Irrevocable Election to Retire." If the employee withdraws their "Irrevocable Election to Retire," the matter of whether or not the funds paid pursuant to this Agreement language change can be used for pension calculation between the employee and SURS.

Section 6. Uniform Allowance

For Telecommunicators and any other employees required to wear a uniform, the University will pay twenty cents ($0.20) per hour in addition to their salary for the purpose of maintaining and cleaning such uniform.

Section 7. Campus Recreation Membership

Employees may select a membership, at the currently published rate, to the University's campus health/recreation facility.

Section 8. Parking

If the University implements an increase in Gold Level and Blue Level rates, the Green Parking may also increase but, not increase more than $.20 per payroll period

up to a maximum of $3 total in each fiscal year of this agreement. The Level Green parking option allows employees to park in what is known as Lot L and the fifth floor of the parking garage. Members selecting this option will have the ability to park on the fourth floor of the parking garage in situations where the fifth floor is closed for any reason. Management will communicate to all employees when seasonal barriers are removed from the garage.

ARTICLE XXVI
AUTHORITY OF THE CONTRACT

Section 1. Authorization

This agreement is authorized by and in accordance with the Illinois Educational Labor Relations Act.

Section 2. Incorporation of Rules/Regulations

This Agreement shall be considered to incorporate, except as otherwise supplemented herein, the Rules and Regulations of the State Universities Civil Service System of Illinois; the Rules and Regulations of the State Universities Retirement System; and the Civil Service Employee Regulations of the Board of Trustees.

Section 3. Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Where past practice conflicts with the expressed terms of the Agreement, the Agreement shall prevail.

Section 4. Savings Clause

Should any provision of this Agreement be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In the event a provision is determined to be contrary to law in accordance with this section, the provision so determined shall be modified by the parties to comply thereto.

Section 5. Titles or Headings

Any titles or headings are inserted solely for the convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provisions of this Agreement.

ARTICLE XXVII
DURATION

Section 1. Effective Dates

This Agreement shall be effective July 1, 2018 and shall continue in effect through June 30, 2023. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

Section 2. Extension of Agreement

The parties agree to extend this Agreement during the period of negotiations for a new agreement or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

Section 3. Effective Date/Non-economic

The effective date of non-economic items in the Agreement shall be the date on which the Board of Trustees approves the contract.

ARTICLE XXVIII
ACCEPTANCE BY THE PARTIES

We hereby state that the foregoing instrument is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

IN WITNESS THEREOF, the parties have affixed their signatures this 9/15/2020.

President
Northeastern Illinois University

Chaelecia Cooper
President
AFSCME Local 1989

Chief Negotiator
Director of Human Resources for
Employee and Labor Relations

Chief Negotiator, Council 31

Vice-President
Finance and Administration

Alikakos

N/A
Employee and Labor Relations Manager

Jennifer Sevilla

Bargaining Unit

APPENDICES

Weingarten Rights – Appendix A

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

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

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request. Management does have a responsibility, however, to inform you of your right to union representation.

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

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

Employers will often assert that the only role of a union representative in an investigatory interview is to observe the discussion. The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

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

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

Appendix B

Northeastern

CIVIL SERVICE PERFORMANCE APPRAISAL

This evaluation should be submitted on the due date as designated by the Office of Human Resources to document the assessment, performance and progress of employee.

NAME: _____ **Date:** _____

JOB TITLE: _____ **EMPLOYEE ID:** _____

DEPARTMENT: _____

SUPERVISOR NAME: _____ (please print)

REVIEW PERIOD: State period of time in months _____

Performance Factors:	Very Good	Satisfactory	Needs Improvement
Accomplished assigned tasks			
Ability to work independently			
Attendance			
Works well with co-workers			
Actively seeks on improving knowledge			
Demonstrates good work ethic and commitment			
Production of work is good; meets deadlines			
Accepts suggestions and constructive feedback			
Overall Assessment of Employee Performance			

Additional Comments and Recommendations:

This appraisal has been discussed with me and understand that I can make comments.

Employee Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____

Letter of Agreement

Northeastern Illinois University ("the University") and American Federation of State, County and Municipal Employees ("AFSCME") - Local 1989

Gender Neutral Restrooms

As part of Northeastern Illinois University leadership role in the community, the University welcomes all its students, faculty and staff. It is the intent of the University to provide facilities for all of the University's communities to be successful.

In furtherance of that goal, the University will endeavor to provide appropriately labeled and variously located gender neutral restrooms for the University community. When the University undertakes new construction projects containing new restrooms, gender neutral restrooms will be included in the plan, when practicable.

In current campus buildings, single stall restrooms will be labeled as gender neutral as soon as practicable.

On behalf of the Union:

Kathy Steichen

Date: 9/15/20

On behalf of the University:

Marta Maso

Date: 10-19-2024

Memorandum of Understanding between
AFSCME Council 31, on behalf of Local 1989 and
Northeastern Illinois University

Re: **Grounds Department and Emergency Closure**

In the event of weather or other University emergency which requires the Grounds Department to work extended days, employees in the Grounds Department shall be governed by the following:

- No employee shall work more than twelve (12) hours in a shift, unless mutually agreement with the department and employee.
- Employees hall have a minimum of (8) hours off between shifts, unless by mutual agreement with the department and the employee.

In the event that the employees in the Grounds Department work on emergency closure days, as defined in Article VII, Section 10 of the Collective Bargaining Agreement, the following language apply:

- Employees who are scheduled to work and work, will be paid overtime rates;
- Employees who are scheduled to work and are excused from work, will be paid straight wages for the excused hours;
- Employees who are scheduled tow work and requested absence from scheduled work, will receive straight time wages and the absence will be charged to the appropriate absence accrual;
- Employees who are not scheduled to work and do not work, will not be paid for the day.

To clarify and illustrate the Collective Bargaining Agreement language for those working on an emergency closure day only, the term "overtime rates" shall be viewed as a premium rate of time and a half (1.5) for all hours worked.

The Collective Bargaining Agreement, Article IX, Section 1 A defines "The working day for non-exempt bargaining unit employees shall consist of seven and one-half (7.5) working hours and a half hour ....." Any time worked beyond seven and one half (7.5) hours on an emergency closure day shall be considered overtime.

Article VII, Section 10 of the Collective Bargaining Agreement states that "overtime worked on an Emergency Closure Day will be paid at the applicable overtime rate and no additional release time will be earned." Therefore, overtime on emergency closure days will be paid at time and one half (1.5) at the applicable rate (in this case, the premium rate of time and half). The following is an illustration of the "applicable rate" language:

- Employee A works ten (10) hours on an emergency closure day and normally earns $10 per hour.
- Employee A shall be paid $15 for seven and a half (7.5) hours (i.e. the premium pay on emergency closure days of the overate rate) and,
- Employee A shall be paid $22.50 for two and a half (2.5) hours (i.e. the applicable overtime rates applied to the premium pay rate of time and a half).

- For ten (10) hour shift on an emergency closure day, factoring in overtime rates, premium pay, etc... the employee shall earn $168.75.

If an emergency requires the employees of the Grounds Department to return to work during the scheduled time off from Christmas to New Years, the employee shall be paid in accordance to the contract, as illustrated.

If an emergency closure falls on a holiday, as defined in the contract or on the observed holiday, the base rate for all hours worked on the holiday is time and one (1.5). The emergency closure premium pay of "overtime" rate shall be applied to the base holiday rate. The following illustration of the "applicable rate" language for a holiday:

- Employee A works ten (10) hours on an emergency closure day and normally earns $10 per hour.
- Employee A shall be paid at a base rate (time and one (1.5)) of $15 for seven and a half (7.5) hours, on top of which, the emergency closure premium shall be applied (i.e. time and one half (1.5) of the base holiday rate, or $22.50) and,
- Employee A shall be paid $33.75 for two and a half (2.5) hours (i.e. the applicable overtime rate applied to the premium pay rate of time and a half on top of the base holiday rate).
- For a ten (10) hour shift on an emergency closure day that falls on a holiday, factoring in overtime rates, premium pay, etc... the employee shall earn $253.13.

In all cases of emergency closure, per Article IX, Section 8 on Call Back Pay, members of the Grounds department shall be paid a minimum of four (4) hours at such employee's applicable rate.

On behalf of the Union:

Kathy Steichen

Date: 9/15/20

On behalf of the University:

Marta Maso

Date: 10-19-2020

Memorandum of Understanding between
AFSCME Council 31, on behalf of Local 1989 and
Northeastern Illinois University

Re: **Holiday**

The Telecommunicators during the designated dates of December Break will be paid as stipulated in the arbitrators decision in response to class action grievance, #213-1A petitioned by the international Union of Operating Engineers Local 399, and Metropolitan Alliance of Police, Chapter 630, issued on April 11, 2014.

On behalf of the Union:

Kathy Steichen

Date: 9/15/20

On behalf of the University:

Marta Maso

Date: 10-19-2020

Memorandum of Understanding between
AFSCME Council 31, on behalf of Local 1989 and
Northeastern Illinois University

Re: **Membership Dues**

AFSCME Council 31 agrees to waive the membership dues for the Multimedia Technicians at Northeastern Illinois University who are working less than 20 hours per pay period, and agrees to discuss a similar waiver for other titles falling in the same category.

On behalf of the Union:

Kathy Steichen

Date: 9/15/20

On behalf of the University:

Marta Maso

Date: 10/19/2020

SCHEDULE A- AFSCME PAY RANGES

Grade 1	Min.	Mid.	Max.
Hourly Rate	15.00		24.00

- Accounting Clerk
- Cashier I
- Child Care Assistant
- Clerical Assistant
- Financial Aid Advisor
- Telephone Operator I
- Library Clerk
- Parking Services Agent I
- Account Technician I
- Customer Service Assistant
- Clerk
- Shipping/Receiving Clerk

Grade 2	Min.	Mid.	Max.
Hourly Rate	15.25		24.40

- Account Technician II
- Cashier II
- Collection Representative
- Inventory Clerk
- Office Support Assistant
- Parking Services Agent II
- Mail Messenger
- Police Telecommunicator
- Office Support Associate
- Library Assistant
- Telephone Operator II
- Chief Clerk
- Staff Clerk
- Child Development Associate
- Financial Aid Representative

Grade 3	Min.	Mid.	Max.
Hourly Rate	15.50		24.80

- Child Development Supervisor*
- Parking Services Agent III
- Telephone Operator III
- Collection Specialist
- Admissions & Records Rep
- Admissions/Records Specialist I
- Multimedia Technician
- Office Support Specialist
- Program Services Aide
- Cashier III

Grade 4	Min.	Mid.	Max.
Hourly Rate	15.75		25.20

- Admissions/Records Specialist II
- Account Technician III
- Library Specialist
- Financial Aid Coordinator
- Program/Student Advisor
- Special Events Facilitator
- Administrative Clerk
- Procedure and System Analyst II
- Maintenance Laborer

Grade 5	Min.	Mid.	Max.
Hourly Rate	17.00		27.20

- Admissions & Records Officer
- Collection Asst. Manager
- IT Support Associate
- Office Manager
- Natural Science Technical Asst.
- Senior Library Specialist
- Space Administrator I
- Events Administrator

Grade 6	Min.	Mid.	Max.
Hourly Rate	18.00		28.80

- Asst. Auditorium Tech Dir.
- Office Administrator
- Publications Editor
- Graduate Placement Officer
- Senior Events Administrator
- Instructional Media Systems Tech
- Space Administrator II
- Library Operations Associate

Grade 7	Min.	Mid.	Max.
Hourly Rate	19.75		31.60

- Financial Aid Advisor Manager
- Administrative Aide
- Administrative Assistant
- Program Admin Assistant
- Educ Program Eval Coordinator
- IT Tech Associate
- Auditorium Technical Director
- Special Events Administrator
- Child Development Supervisor* (requires type 4 certification)

Grade 8	Min.	Mid.	Max.
Hourly Rate	21.00		33.60

- Construction Project Coordinator
- Network Engineer I
- Lab Manager
- Multimedia Communication Supervisor
- Senior Photographer

Grade 9	Min.	Mid.	Max.
Annual Salary	23.00		36.80

- Administrative Assistant II

Grade 10	Min.	Mid.	Max.
Annual Salary	24.00		38.40

- Construction Project Coordinator II
- Events Coordinator
- Development Officer
- Network Engineer II

AFSCME Negotiated Titles

Accounting Clerk
Account Technician I
Account Technician II
Account Technician III
Assistant Auditorium Technical Director
Administrative Aide
Administrative Clerk
Administrative Assistant
Administrative Assistant II
Admissions and Records Officer
Admissions and Records Representative
Admissions and Records Specialist I
Admissions and Records Specialist II
Auditorium Technical Director
Cashier I
Cashier II
Cashier III
Child Care Assistant
Child Development Associate
Child Development Supervisor
Chief Clerk
Clerical Assistant
Clerk
Coin Machine Attendant
Collection Representative
Collection Specialist
Collection Assistant Manager
Construction Project Coordinator I
Construction Project Coordinator II
Customer Service Assistant
Development Officer
Duplicating Machine Operator II
Educational Program Evaluation Coordinator
Equipment Attendant
Events Administrator
Events Coordinator
Financial Aid Advisor
Financial Aid Advisor Coordinator
Financial Aid Advisor Manager
Financial Aid Coordinator
Financial Aid Representative
Graduate Placement Officer

Information Technology Support Associate
Information Technology Technical Associate
Instructional Material Specialist
Instructional Media Systems Technician
Inventory Clerk
Laboratory Manager
Library Assistant
Library Clerk
Library Specialist
Library Operations Associate
Locker Room Attendant
Mail Messenger
Maintenance Laborer
Multi Media Technician
Multi Media Communication Supervisor
Natural Science Technical Assistant
Network Engineer I
Network Engineer II
Office Administrator
Office Manager
Office Support Assistant
Office Support Associate
Office Support Specialist
Parking Service Agent I
Parking Service Agent II
Parking Service Agent III
Payroll Clerk
Police Telecommunicator
Procedures and Systems Analyst II
Program Administrative Assistant
Program/Student Advisor
Program Service Aide
Properties Technician
Publications Editor
Senior Events Administrator
Senior Library Specialist
Senior Photographer
Shipping and Receiving Clerk
Space Administrator I
Space Administrator II
Special Events Administrator
Special Events Facilitator
Staff Clerk
Statistical Clerk
Telephone Operator I
Telephone Operator II
Telephone Operator III