



**COLLECTIVE BARGAINING AGREEMENT BY AND
BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO,
LOCAL 399 AND
THE BOARD OF TRUSTEES OF NORTHEASTERN
ILLINOIS UNIVERSITY**

JULY 1, 2014 THROUGH JUNE 30, 2019

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COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES FOR NORTHEASTERN ILLINOIS UNIVERSITY AND INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO LOCAL399

This Collective Bargaining Agreement is made and entered into this first day (1st) of July, 2014, by and between the Board of Trustees for Northeastern Illinois University (hereinafter referred to as the Employer) and certain Civil Service employees (hereinafter identified in ARTICLE I, Section 1) of Northeastern Illinois University, represented by Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the Union).

**ARTICLE I
UNION RECOGNITION AND MEMBERSHIP**

Section 1: Recognition

The Employer recognizes the Union as the exclusive collective bargaining representative for all probationary and status employees engaged in the following operations: Operating or assisting in operating all heating and ventilating equipment; air-conditioning units (HVAC); turbines; motors; combustion engines; pumps; air-compressors; ice and refrigerating machines; fans; siphons; also automatic and power-oiling pumps and engines; operating or assisting in operating; maintaining and assisting in maintaining all facilities.

Section 2: Union Activity -Union Membership

The Employer and the Union agree that there shall be no discrimination against or coercion by any Employer or Union representative against employees regarding Union membership, that all Union membership is entirely a matter of the employees' free choice and determination. Further, the Employer agrees that there will be no discrimination against stewards or officers of the Union, engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members. The Employer shall approve payment of wages to Union representatives for time spent in negotiations between the Parties to this Collective Bargaining Agreement, during the employee's regular work shift.

During the effective dates of this Collective Bargaining Agreement, the Union and its members shall not solicit membership or carry on Union activity on the Employer's premises with the Employer's workers outside this bargaining unit during their working hours. A Union steward, with permission of proper authority, may leave the assigned work to investigate an alleged grievance or to present matters according to this agreement, the steward being in a nonpaid status while so occupied if proper permission to be absent from work has not been obtained.

Section 3: Discrimination Against Personnel

The Union and the Employer agree that they will not practice discrimination against any employee because of sex, race, creed, color, or national origin.

Section 4: Management's Inherent Right

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies and conditions of employment are not inconsistent with the expressed provisions of this Collective Agreement.

The Employer recognizes the Union's interests in any changes which materially affect conditions of employment of those it represents and the need to keep it informed prior to any such changes. The Employer will negotiate regarding any change of conditions of employment except those controlled either by law or established by provisions of Board Regulations; the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies promulgated by the Northeastern Illinois Board of Trustees, all of which are made part of this Collective Agreement.

**ARTICLE II
WAGES**

Section 1: Basic Straight Time

- (a) Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) scheduled days of work in a workweek, but for not more than eight (8) hours' work during any one day.
- (b) Basic straight time hourly wages paid by the Employer, for Steam and Power Plan III (Plant Operating Engineer), commencing on the following dates are:

July 1, 2014	2% across the board
July 1, 2015	2% across the board
July 1, 2016	2% across the board
July 1, 2017	2% across the board
July 1, 2018	2.25% across the board

- (c) The rate for the Steam and Power Plant V (Chief Plant Operating Engineer) shall be a minimum of 120% of the basic rate for Steam and Power Plant III (Operating Engineer) as provided in ARTICLE II, Section 1b. On July 1, 2016 the Steam and Power Plant V (Chief Engineer) will receive \$1250 added to base rate. This increase will be applied after the 2% across the board. The rate for the Steam and Power Plant IV (Assistant Chief Plant Operating Engineer) shall be a minimum of 110% of the basic rate for the Steam and Power Plan III (Plant Operating Engineer) as provided in ARTICLE II, Section 1b. On July 1, 2016 the Steam and Power Plant IV (Assistant Chief Engineer) will receive \$1000 added to base rate. This increase will be applied after the 2% across the board. The parties agree that the classifications shown in this subsection shall not qualify for and shall not be paid overtime as set forth by the provisions of this agreement.
- (d) Should any Public Act or official act or order of the Governor imposing a requirement on the Board of Trustees to establish reserves, and/or providing other restrictions or limitations on the Board's ability to obligate, encumber or expend appropriated funds enacted or declared during the term of the contract the parties agree to immediately re-open the economic provisions of the contract for the purpose of negotiating the implementation of such reserves, restrictions and/or limitations into the contract.

Section 2: Overtime

Time worked by the employees covered in this Collective Agreement in excess of forty (40) hours in a work week is overtime and will be compensated at one and one-half (1 1/2) times the basic straight time hourly wages established herein. For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any work week.

Section 3: Payable for Work During the Employee's scheduled days off

Work in excess of forty (40) hours in any one workweek shall be paid for at one and one-half (1 1/2) times the regular hourly rate. The sixth day of work in a workweek will be paid for at time and one-half (1 1/2) and the seventh consecutive day in any work-week shall be paid for at double time.

Section 4: Holidays

Work performed for the Employer by the employees covered herein during any of the eleven (11) holidays recognized elsewhere herein shall be compensated at one and one-half (1 1/2) times their basic straight time hourly rates, this being additional to payment to them of eight (8) hours basic straight time hourly rates for holidays enumerated in ARTICLE III, Section 1, below.

Section 5: Emergency Closing

Wages payable for work during an emergency that suspends or alters the normal workday for all University employees not considered emergency-essential.

- (a) Work performed by the employees covered in this Collective Bargaining Agreement who have begun their shift when the emergency is declared, will be compensated for the remainder of their shift at their basic straight time hourly rate. If required to work beyond the end of their normal work shift, that time will be compensated at 2.5 times their hourly rate.
- (b) Work performed by the employees covered in this Collective Bargaining Agreement who have not begun their shift when the emergency is declared, will be compensated at one and one-half times their basic straight time hourly rates. If required to work beyond the end of their normal work shift, that time will be compensated at 2.5 times their hourly rate.
- (c) Employees covered by this Collective Bargaining Agreement are essential personnel and required to report to work as scheduled.

Section 6: 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 years of employment prior to retirement, subject to the 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 Department of Human Resources, an "Irrevocable Election to Retire" prior to use of this benefit. (No prior notice is required for employees retiring prior to December 31, 2002.)

If the Act is repealed, this memorandum 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 memorandum or to withdraw their "Irrevocable Election to Retire." If the employee withdraws their "Irrevocable Election to Retire", the matter of whether or not calculation will be between the employee and SURS.

**ARTICLE III
BENEFITS**

Section 1: Holidays

The Employer recognizes as calendar holidays within the course of each year:

- New Year’s Eve
 - New Year's Day
 - Martin Luther King, Jr’s Birthday
 - Lincoln’s Birthday
 - Memorial Day
 - July 4
 - Labor Day
 - Thanksgiving Day
 - The day after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
- And will compensate the worker for eight (8) hours at his basic straight time hourly rate for such days whether or not work is performed for the Employer on the designated holiday. Such holiday pay as prescribed shall constitute time worked for the purpose of computing overtime with the exception of the employee who receives pay for a holiday falling on one of the employee's regularly scheduled days off within the workweek.
 - Employees who work during December Break will be compensated at one and one half (1 1/2) times their hourly rates. Employees who work on days designated as Holidays in Article III, Section 1, will receive payment for 8 additional hours at their hourly rates. Employees who do not work during the December Break will be paid the hourly rates for regularly scheduled work time and Holidays for day as Holidays in Article III, Section 1. 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.

Section 2: Accrued Leave

When a holiday recognized by the Employer occurs while the employee is on vacation leave, the employee shall receive an additional amount of accrued leave equal to the prescribed holiday (with basic straight time hourly wage paid) at a subsequent time during the same vacation year mutually agreed to by the employee and his supervisor.

Section 3: Vacations

Non-Exempt *(overtime is excluded and based on hours paid))*

Years of Service	Accrual rate per hour	Approximate leave days earned	Approximate maximum accumulation days
0 to 1	0.0462	(96 hours) 12	(96 hours) 12
1 to 3	0.0577	(120 hours) 15	(240 hours) 30
3 to 5	0.0692	(144 hours) 18	(288 hours) 36
5 to 8	0.0808	(168 hours) 21	(336 hours) 42
8+	0.0924	(192 hours) 24	(384 hours) 48

Exempt Hired into status position prior to the effective date of this contract 7/02/2010

Years of Service	Accrual rate per pay period	Approximate leave days earned	Approximate maximum accumulation days
0 to 3	8.33 hours	(200 hours) 25	(400 hours) 50
3 to 6	8.67 hours	(208 hours) 26	(416 hours) 52
6 to 9	9.00 hours	(216 hours) 27	(432 hours) 54
9+	9.33 hours	(224 hours) 28	(448 hours) 56

Exempt Hired into a status position on or after the effective date of this contract 7/02/2010

Years of Service	Accrual rate per pay period	Approximate leave days earned	Approximate maximum accumulation days
0 to 1	4 hours	(96 hours) 12	(96 hours) 12
1 to 3	5 hours	(120 hours) 15	(240 hours) 30
3 to 5	6 hours	(144 hours) 18	(288 hours) 36
5 to 8	7 hours	(168 hours) 21	(336 hours) 42
8+	8 hours	(192 hours) 24	(384 hours) 48

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

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.

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.

Section 4: 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 (1) leave per year. Additional time away from work for this leave under FMLA can be covered by using sick, vacation or personal time. If both parents of the child are employees of the University who qualify for this benefit, only one (1) leave will be granted, provided that such leave may be divided between the eligible employees as they shall deem appropriate. All applicable University policies and Federal FMLA (Family Medical Leave Act) regulations will be followed including appropriate documentation to be submitted.

Section 5: Bereavement Leave

Bereavement leave with pay of three (3) days per occurrence, to be taken within a period of seven (7) days commencing with the date of the occurrence will be granted to an employee in the event of a death of the employee's parent, child, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, first cousin or a member of household.

Section 6: Benefits Provision and Control

Unless otherwise specifically stated within the agreement, benefits shall be provided and controlled by Board Regulations as they exist on the date of the agreement or as they are from time to time amended by the action of the State Legislature.

Section 7: Other Leaves

Any other leaves follow the regulations and guidelines established by the Northeastern Illinois University Board of Trustees and University Policy.

**ARTICLE IV
WORKING RULES AND CONDITIONS**

Section 1: Conditions of Employment

- (a) The Employer's Director of Human Resources or designee will invite the Union to submit its views and comments on changes to Board Regulations which the Director or designee initiates or processes and will consider such views and comments in formulating the Director's or designee's recommendations for the Employer's decision.
- (b) Members of this bargaining unit shall operate, maintain, and repair all machinery and equipment for which they are responsible as stated in the jurisdiction cited in ARTICLE VI, Section 1, hereof. The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them, and all work of this bargaining unit, traditionally and historically done by its members, shall be performed by workers in the unit, and no such work shall be performed by any other person or be sublet or contracted out, except as to supplement the existing work force.
- (c) The Steam and Power Plant V (Chief Plant Operating Engineer), in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction of the Steam and Power Plant V (Chief Plant Operating Engineer). They shall receive their orders from the Steam and Power Plant V (Chief Plant Operating Engineer) who shall be responsible to the Employer for carrying out the orders of the management in the operation of the building. The Employer shall inform the Steam and Power Plant V (Chief Plant Operating Engineer) of any contemplated major repairs or major improvements, to be made in the equipment under the jurisdiction and responsibility for work of the engineers.
- (d) The Employer recognizes its responsibility to make all reasonable provisions for the safety and health of the employees and to maintain a sound operating practice which will result in safe working conditions and efficiency of operations, and, to accomplish this, will conduct discussions of safety as necessary. The Union recognizes the responsibility of the individual employee in this regard and each employee is expected to obey safety rules, and follow safe work practices to insure individual safety as well as that of fellow workers, and immediately report any unsafe working conditions or work practices to the designated supervisor. Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated. If the matter is not resolved, the Union Business Representative may take it up directly with the Director of Human Resources or designee.

Section 2: Shift Schedule, Shift, Workday, and Workweek

- (a) The Employer shall determine and implement shift schedule requirements based upon the operational needs of the institution.
- (b) The shift consist of eight (8) consecutive paid hours of work which includes a lunch period of not more than one-half (1/2) hour, as work assignments permit.

- (c) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:00 a.m. each calendar day.
- (d) The workweek is a fixed and regularly recurring period of 168 hours, seven consecutive twenty-four (24) hour periods. The full time work schedule in the workweek shall normally consist of five (5) consecutive eight (8) hour shifts, and not exceed forty (40) hours of work. The workweek shall begin at 12:00 midnight on Sunday and end at 11:59 p.m. the following Saturday.
- (e) It is understood that work forces may be reduced on holidays without change of shifts.

Section 3: Operations

The Union recognizes and agrees that the employees it represents may provide the Employer service on a continuous operations basis.

Section 4: Call-back

Employees covered by this Collective Agreement called back to work shall have a minimum guarantee of four (4) hours' pay or be paid for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee presents himself on the Employer's premises and reports himself available for work.

Section 5: Full Day's Work for a Full Day's Pay

The Union agrees that the employees it represents in this Collective Agreement will obey all orders of those in authority and will work in every way to the best interests of the Employer.

Section 6: Overtime Work

In as much as the Employer operates an educational institution, functioning in the public good and welfare, and services provided it by employees covered in this Collective Agreement are essential to the operation of said institution, all employees through acceptance of this Collective Agreement by their duly constituted Bargaining Agent, guarantee to perform overtime work whenever the Employer deems such work necessary, being paid for said work at the rates established herein. Overtime work shall be offered and distributed as evenly as possible among the personnel.

Section 7: Workers' Responsibility

The employees covered by this Collective Agreement, through its acceptance by their duly constituted Bargaining Agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

Section 8: Lay-Offs

The Employer will give at least fifteen (15) workdays notice to the employee prior to actual date of lay-off unless such lay-off is caused by an emergency situation which the Employer alone may define. In such situations the Employer will notify the Union, and a conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to fix the actual date of lay-off. 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).

Section 9: Workers' Terminations of Employment

Unless excused from this requirement by the Employer, or termination of employment is occasioned by circumstances beyond the employee's control, the employee will give the Employer fifteen (15) workdays notice before terminating employment.

ARTICLE V
DISCIPLINE AND SENIORITY

Section 1: Reprimand, Suspension and/or Discharge

Whenever an employee covered by this Collective Agreement is given a written warning or reprimand, suspension, or is discharged, written notice in accordance with the Statutes and Rules of the State Universities Civil Service System of Illinois will be given to the employee and a copy of such notice will be sent to the Union's office.

Section 2: Seniority Rosters

- (a) The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Collective Bargaining Agreement showing each employee's seniority and job classification as such rosters are prepared for use of the operating department as requested and will include: name, address, phone number, rate, date of hire and title.
- (b) The Employer agrees to provide to the Union the aforementioned rosters upon its request annually.

ARTICLE VI JURISDICTION

Section 1: Jurisdiction of Local 399 and Province of Unions

- (a) The Employer recognizes that the jurisdiction of Local 399, International Union of Operating Engineers, as handed down by AFL-CIO is as follows:

"All persons engaged in supervising, controlling, operating or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of motive power); the supervision of all mechanical operation and any and all appurtenances connected with and used in power driven engines or unit connected with and operating water, filtration and chlorine plants; all hoisting and portable machines and engines used in or upon wrecking, digging, boring building and erecting foundations, streets, road building construction (including grading and repair); all machines used to sweep, clean and remove debris and snow from streets and roads; all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines."

- (b) It is further understood that the Employer shall be under no obligation to enforce the above stated jurisdiction of Local 399, International Union of Operating Engineers, with respect to, or in connection with, existing work situations and assignments.
- (c) However, in case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled among the unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been agreement on the part of all unions concerned that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the unions in expediting in every possible way the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer or the persons for whose education, health and welfare it may be responsible, it shall be continued as originally assigned, pending agreement among the unions. If, however, the work is of such a nature that its stoppage would not cause the aforementioned hardship or expense, it will be delayed pending attempt by the Union disputants to reach agreement. The Employer reserves the right of decision, pending settlement among the Unions concerned, as to the work assignment and declares that such decision will be based not only on the Union agreements as above mentioned, but also on local prevailing practice covering the work.

ARTICLE VII GRIEVANCES

(a) Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any employee covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article VII for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms of this Agreement. The Union further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinafter defined.

(b) Management Right

For the purpose of the grievance procedure, every Employer decision reached in the resolution of a grievance or the denial of any grievance, at any step, shall be deemed to have been made pursuant to an exercise of management lights. Every grievance that, explicitly or by implication, questions the merits of any such decision shall be deemed to be a grievance that questions an exercise of management rights.

(c) Definitions

For purposes of this grievance procedure, the following definitions shall be applicable.

Grievant - shall mean any non-probationary employee covered under this agreement or the Union on behalf of all employees in the unit, who, pursuant to the terms of this Agreement, seeks resolution for a grievance.

Grievance - is an allegation by the Grievant that any express provision or term of this Agreement or any of the written policies of the Employer expressly incorporated elsewhere in this Agreement has been violated by the Employer. A grievance shall be submitted as a written and signed statement setting forth all the known facts material to the alleged violation including the specific contractual provisions alleged to have been violated or in dispute, and shall additionally set forth the remedy sought.

Day - shall mean a working day, Monday through Friday exclusive of any Employer approved holiday.

(d) Informal Complaint Procedure

An employee having a misunderstanding or wishes to offer a complaint regarding employment may consult with the immediate supervisor. The supervisor may consider and attempt to resolve or adjust such issues.

(e) Grievance Procedure

STEP 1. Within three (3) days following any violation giving rise to grievance, the grievant may submit a grievance to the appropriate Department Head. The Department Head shall first review the grievance and then personally discuss the issue with the grievant. Every effort shall be first made to conciliate the matter.

Should conciliatory efforts not resolve the matter, the Department Head shall render a decision regarding settlement or denial of the grievance and shall forward that decision in writing to the grievant within five (5) days following receipt of the grievance.

The grievant retains the right to have a Union Steward present at any discussion between the grievant and the Department Head.

STEP 2. Should the grievance not be resolved in Step One (1) to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Director of Human Resources, or designee within five (5) days following receipt of the Department Head's response. The Director of Human Resources or designee shall first review and investigate the grievance and the history of actions taken in Step One (1) and then personally discuss the issue with the grievant and the Steward. Every effort shall be first made to conciliate the matter. Should such conciliatory efforts not resolve the matter, the Director of Human Resources or designee shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within five (5) days following receipt of the grievance.

STEP 3. If the Union is not satisfied with the Step Two (2) response, the grievance may be referred to arbitration by so notifying the Director of Human Resources or designee in writing within 20 calendar days after receipt of the decision. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

(f) Limits

Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically advances the grievance to the next step of the grievance procedure. The time limit at any step may be extended by mutual agreement provided it is reduced to writing and signed by the President of the Union local or his designee and the Director of Human Resources or designee.

(g) Labor Management Meetings

The parties agree to establish a Labor Management meeting as requested by either party with a ten (10) working day notice. The parties shall exchange provide suggested agenda items in advance of scheduled meetings within (7) seven days.

(h) Arbitration Procedure

The cost of the Arbitrator shall be shared equally by the Employer and the Union. The parties agree that hearings will not be transcribed, unless mutually agreed in advance in particular cases. In the event the parties agree to a transcript, the cost shall be shared equally by the Employer and the Union. The parties further agree to present oral closing argument at hearing and to waive written briefs, unless mutually agreed in advance in particular cases. Neither the Employer nor the Union shall be responsible to pay any expenses such as wages, fees, living or traveling expenses of representatives or witnesses relied on by the other party at arbitration.

**ARTICLE VIII
LIMITATIONS OF AGREEMENT**

Section 1: Legal Limitations

- (a) No provision or clause of this Collective Agreement may supersede law or governmental order.
- (b) Previous agreements and commitments by and between the Parties not made of record in this instrument are agreed to be null and void.

Section 2: University System Limitations

No provision or clause of this Collective Agreement may supersede or contradict any existing provisions of Board Regulations, of the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws Governing Policies and Regulations promulgated by the Northeastern Illinois Board of Trustees, all of which are made part of this Collective Agreement.

**ARTICLE IX
NO STRIKE**

The Union, its representatives, and all Union members shall not in any way, authorize or participate in any strike, walkout, lockout, or slowdown during the term of this Agreement.

**ARTICLE X
DUES DEDUCTION AND FAIR SHARE**

Section 1

The Employer agrees to deduct from the pay of those employees who individually request in writing the deduction of Union membership dues or assessments.

Section 2

Pursuant to Section (11) of Public Act 83-1014 effective January 1, 1984, the parties agree, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive Bargaining Agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive Bargaining Agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative can show that a majority of bargaining unit employees are union members through verification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

Section 3

In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to 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 Employer and shall cause the amounts so withheld to be remitted to Local399, International Union of Operating Engineers by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, or the fair share fee, in writing, at least fifteen (15) days prior to its effective date.

Section 4

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising

from any action taken or not taken by the Employer, 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 Employer pursuant to this Article.

ARTICLE XI
HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1

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

Section 2

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

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

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 Northeastern Illinois Board of Trustees Bylaws Governing Policies Regulations.

ARTICLE XII
EFFECTIVENESS OF AGREEMENT, AND CHANGES OR AMENDMENTS

Section 1: Effectiveness of Collective Bargaining Agreement

This Collective Bargaining Agreement shall become effective at the opening of business on July 1, 2014 and remain in effect through June 30, 2019. It shall automatically be 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: Changes or Amendments

Negotiations of proposed changes or amendments to this Collective Bargaining Agreement, specified in the notice required by Section 1, immediately above, and the respondent's reply thereto shall begin no later than thirty (30) days following notification of one Party to the other that it seeks changes or amendments.

Section 3: Status of Collective Bargaining Agreement During Negotiations, and Termination Thereof

- (a) The Parties recognize joint responsibility to provide continuing service to the end that educational processes are not interrupted. If, during the course of negotiations an impasse appears likely, every effort shall be made by them to resolve the dispute.
- (b) Negotiations, by and between the Parties, of proposed changes or amendments to this provision of this Collective Bargaining Agreement shall begin no later than thirty (30) days following notification of one Party to the other that it seeks changes or amendments. Such negotiations shall continue with this Collective Bargaining Agreement remaining in full force and vigor until a new Agreement is reached or until this Collective Bargaining Agreement is abrogated by one Party giving the other ten (10) workday's written notice that it has been terminated.

Section 4: Effective Dates of Changes and Amendments

These shall be established in negotiations by and between the Parties.

ARTICLE XIII
ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one (1) through twenty-seven (28) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

TRAINEES

Section 1: Agreement

This Agreement has been entered into for the purpose of recording an agreement on wages, hours and other terms and conditions of employment for Trainees employed by the Board of Trustees within the trainee appointment process as prescribed by the State Universities Civil Service System and under the direction of Steam and Power Plant III (Plant Operating Engineer), Steam and Power Plant V (Chief Plant Operating Engineer), Assistant Chief Engineers and Steam and Power Plant IV (Assistant Chief Plant Operating Engineer). Trainees shall not be required to work a shift by themselves.

Section 2: Relation to Principle Agreement

The Employer and the Union entered into an agreement covering wages, hours, and other terms or conditions of employment of Engineers for the period from July 1, 2014, to June 30, 2019, which is the principle agreement which shall apply to trainees unless there is a different and specific provision with respect to trainees in this agreement. Where such different and specific provision for trainees is made herein, they shall govern.

Section 3: Employments, Training Period and Probationary Period

- (a) The Employer agrees that it will not employ more than 5 (five) trainees at any given time. The Employer shall notify the Union of its intent to employ trainees.
- (b) Any person hired as a trainee shall be employed through the required State Universities Civil Service process. The rules and regulations of the State Universities Civil Service System shall govern and control.
- (c) The engineer training program is designed to train persons so that they qualify to become Steam and Power Plant III (Plant Operating Engineer). Ordinarily, three years training is required for qualification, but, where the Employer so determines, and after notification to the Union, a shorter training period maybe deemed sufficient. Each person who enters the trainee program shall attend the Local 399 school at their own expense for the full three year period. Upon written request from the Employer, the Union shall provide the Employer with written verification of the trainee's progress and completion of such schooling. The Employer will obtain the Union's consent for each person hired as a trainee and the Union agrees that its consent will not be unreasonably withheld.
- (d) During the training period, the trainee may be dismissed, laid off, or otherwise terminated without regard to the usual requirement of just cause or resort to the grievance procedure.
- (e) Trainees will be dismissed prior to the layoff of any operating engineer at the university.
- (f) Trainees shall be excluded from utilizing seniority for the purpose of selecting shift assignments. The parties agree that it is optimal for trainees to work varying shifts during their training period.

Section 4: Wage Rates

Effective July 1, 2014, to June 30, 2019, the starting rate and job wage rates of trainees shall be:

Starting Rate	\$13.50
Second 12 months	\$14.50
Third 12 months	\$15.75

Trainee Schedules increase will follow the Building Owners and Managers Association (BOMA) agreement.

Section 5: Duration of Agreement

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understanding as to the application or interpretation of any provision of the Agreement.

Attachment A

MEMORANDUM OF UNDERSTANDING

The Employer shall approve payment of wages Union Representatives for time spent in negotiations/grievances/labor management meetings between Parties to this Collective Bargaining Agreement, during the employee's regular work shift. If any of the above mentioned meetings are not held during the Union Representative's regular shift the Representative shall receive straight time for the length of such meeting.

BY AND BETWEEN
THE BOARD OF TRUSTEES
FOR
NORTHEASTERN ILLINOIS UNIVERSITY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
LOCAL399

For the University:

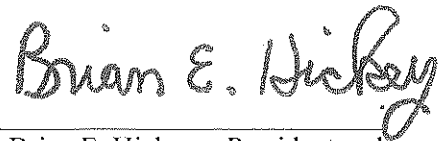


Sharon K. Hahs – President

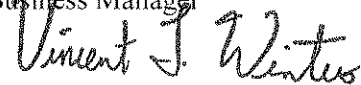


Marta Maso
Director of Human Resources for Employee
and Labor Relations

For the Union:



Brian E. Hickey – President and
Business Manager



Vincent T. Winters
Recording Corresponding
Secretary

Date: 04-06-2015