



COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN LOCAL 700  
INTERNATIONAL BROTHERHOODS OF TEAMSTERS  
AND  
THE BOARD OF TRUSTEES  
FOR NORTHEASTERN ILLINOIS UNIVERSITY

July 1, 2018 through June 30, 2022

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## **PREAMBLE**

This Collective Bargaining Agreement is made and entered into by and between the Board of Trustees in behalf of Northeastern Illinois University (NEIU) (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 No. 700, International Brotherhood of Teamsters.

## ARTICLE I

### RECOGNITION

#### Section 1: Recognition

In accordance with Public Act 83-1014 the Employer recognizes the Union as the exclusive collective bargaining agent for all educational employees in status positions of Northeastern Illinois University in the classification of: Building Service Worker in all matters pertaining to wages, hours and working conditions except those expressly provided in or controlled by: a) the Rules of the State Universities Civil Service System, b) the Illinois Compiled Statutes, and, c) the Regulations governing Civil Service Employees of the Board of Trustees (hereinafter referred to as Regulations).

The University agrees that if a new Civil Service Classification designation should be established for the same work presently being performed by this classification, it will be treated as being part of the single bargaining unit recognized by this agreement.

#### Section 2: Activity During Work Hours

The Employer and the Union agree that the Union will be free to designate a steward on each shift. The Union will advise the University in writing of all designated Stewards, as designated with the signing of this Agreement and any changes made thereafter.

Stewards shall, after giving appropriate notice to their supervisors, be allowed reasonable time off, with pay, during working hours, to attend Union negotiations, investigate grievances and meet for the purpose of resolving grievances, grievance hearings, labor-management meetings, Union Steward training and committee meetings, if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards or grievant.

Employees may not be excused from employment, for any of the above mentioned purposes, if such absence would hinder the efficient operation of their department

#### Section 3: Access to State Premises by Union Representative

Duly authorized Business Representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working at the discretion of the Employer and with at least a (3) three day notice to the Director of Human Resources. The Business Representatives will first give notice upon arrival to the Department Head/designee prior to entering and conduct their business so as to not interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to Employer discretion.

Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit or Employer premises, shall be made in advance, with the Department Head or designated representative.

Meeting rooms may be made available, at reasonable times, upon request by the Union, so long as it does not interfere with department operations.

**Section 4: D.R.I.V.E.**

**D.R.I.V.E. Authorization and Deduction:**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. **The Local is to supply the authorization form for deduction to the employee and the employee will remit to the Office of Human Resources for deduction.** D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that is to be deducted from his/her paycheck. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.- Democratic *Republican Independent Voters Education*  
International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington, DC 20001

Send on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Union recognizes the rights of the Employer to operate, manage, control and maintain Northeastern Illinois University in accordance with the rights, powers and duties now or hereafter vested by law. Nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of the management, operation or control of Northeastern Illinois University.

### ARTICLE III

#### JURISDICTION

When a jurisdictional dispute occurs regarding work assignment between Teamsters Local No. 700, and other unions it is understood that the dispute shall be settled among the unions concerned and that the Employer will not make any change until there has been an agreement on the part of all unions concerned that such changes are mutually satisfactory and the Employer notified by the unions involved.

Except in emergency situations employees shall not be expected to perform work outside that normally assigned to their classification.

When a question arises over work for which no jurisdiction has been established the Employer will join with the Union to expedite in every way possible a mutually satisfactory final decision. However, the work shall be continued as originally assigned pending an agreement among the union or unions involved. In the event the Employer notifies the Union that a question of jurisdiction has developed and the Union does not make an effort to defend its jurisdiction it shall be considered by the Employer a waiver of any jurisdictional rights within (thirty) 30 days of such notification.



#### **ARTICLE IV**

#### **STRIKES AND LOCKOUTS**

The Union agrees that neither it nor its members will collectively, conceitedly or individually engage in or participate directly or indirectly in any strike, slowdown, stoppage, or any other interference with or interruption of the work or operations of the Employer during this Agreement. The University agrees that during the term of this Agreement it will not lockout any of the employees in the classification(s) covered by this Agreement.

**ARTICLE V**  
**GRIEVANCES**

**GRIEVANCE DEFINED**

For purposes of this Agreement, the term "grievance" means any alleged violation or misapplication of any of the express provisions of this Agreement by the Employer. A grievance shall be submitted as a written and signed statement describing or otherwise setting forth all the known facts material to the allegation, including the specific contractual provisions alleged to have been violated and a request for remedy sought. Failure by the grievant to process a grievance within the time limits at each step shall then constitute a withdrawal of the grievance and bar any further processing.

If prior to filing a grievance hereunder, or while a grievance proceeding is in progress, an employee or the union on behalf of itself or the employee(s) seeks resolution of the matter in any other forum, whether administrative or judicial, the employer or the university shall have no obligation to entertain or proceed further with the grievance. This waiver does not apply in cases where the grievant has sought resolution of the matter by filing a complaint of illegal discrimination with the EEOC (Equal Employment Opportunity Commission) or through any other forum established by state or federal law to resolve complaints of discrimination prohibited on the basis specified in laws.

**INFORMAL RESOLUTION PROCEDURE**

Should an employee have a concern which could result in a grievance before initiating Step 1 of the grievance process, the employee should contact their immediate supervisor to discuss the matter in an attempt to resolve the concern. Should the concern not be resolved the employee may initiate the grievance at Step 1 within the prescribed time limits.

**GRIEVANCE PROCEDURE**

Grievances shall be processed in accordance with the following procedures:

**Step 1.**

Whenever an employee(s) has a grievance, the employee shall have seven (7) working days from the date upon which the incident occurs giving rise to the alleged grievance to take up the alleged grievance with employee's Department Head. The grievance (in written form-triplicate copies) shall be presented to the Department Head who upon receipt shall initial and indicate the time and date received on all three copies. The Department Head shall then retain one (1) copy and return two (2) copies to the grievant, who will then forward one (1) copy to the Union while retaining a personal copy.

The Department Head shall, within seven (7) working days of receipt of the written grievance, schedule a meeting with the employee to discuss the grievance. If the employee is unable to attend the scheduled meeting for sufficient and good cause he/she must, within twenty-four (24) hours of the scheduled meeting date, so advise the Department Head and request the meeting to be rescheduled.

Failure of the grievant to attend any scheduled or rescheduled meeting shall be sufficient and just cause for the employer to deny the grievance and the grievant shall have voluntarily withdrawn the grievance. Within seven (7) working days, the Department Head shall respond in writing to the grievant: copy mailed to the Union.

An employee retains the right to have a Union Representative present in any investigation of the grievance and/or when the employee is called to a meeting concerning the grievance.

If the grieving employee is satisfied with the Department Head's response or wishes to withdraw the grievance, he shall so indicate, in writing including signature on the face of the original grievance form being retained by the Department Head, and so notify the Union of action.

## **Step 2.**

If a grievance is not resolved at Step 1 and within seven (7) working days after the date upon which the Department Head reply is due, the grievant and/or Union Representative shall take up the grievance with the University Director of Human Resources in the following manner:

- a.) The grievant shall write on the face of the grievance form (personal copy) that he rejects the decision of the Department Head and desires to enter a second step grievance, or, the Union on behalf of the grievant may submit a letter of request for second step resolution.
- b.) Attaches the written response of the Department Head to the personal copy of the grievance.
- c.) Personally serves the University Director of Human Resources with both the grievance form and Department Head response.
- d.) The University Director of Human Resources (or designee) shall issue a receipt for the documents (containing initials, time and date received) to the grievant, with a copy being forwarded to the Union. The University Director of Human Resources, shall, within seven (7) working days of receipt of the written grievance and Step 1 response, schedule a meeting with the employee to discuss the grievance. The Union shall be notified of such meeting within seven (7) working days of the meeting, the University Director of Human Resources, shall respond in writing to the grievant: copy mailed to the Union.

## **Step 3.**

If the grievance is not resolved at Step Two (2) the Union may request arbitration as provided in this Article. The appeal to arbitration is waived by the Union if the request for Arbitration is not made in writing to the University's Director of Human Resources within ten (10) working days following receipt of the response of the University's Director of Human Resources.

The Employer and the Union agree that the arbitrator will be selected in the following Manner. Each party will have a copy of the names of suggested arbitrators submitted by the American Arbitration Association, and each party will direct to the American Arbitration Association the listing of the arbitrators with their preferences in numerical order, one (1) being the first choice and seven (7) being the last choice. The preference points will be added together and the arbitrator selected will be the person acquiring the lowest point total. In the event of a tie between two or more candidates with the lowest point total and the parties cannot agree to a selection, the parties agree to request a new list of arbitrators.

An arbitration conducted under this Article shall be in accordance with the voluntary arbitration rules of the American Arbitration Association or upon mutual agreement of the parties, the expedited arbitration procedures of the American Arbitration Association. In the event of any conflict between said rules and this Article the provisions of this Article shall prevail.

The arbitrator shall limit his review to the specified issue(s) submitted for arbitration and shall have no authority or right to change this agreement either directly or through affect. The arbitrator shall not have the power to, in whole or in part, amend, modify, delete, add to or disregard any of the express provisions or terms of this Agreement.

The award made by the arbitrator shall be accepted by the Union and the Employer as a final settlement of the difference. The fees of the arbitrator, and any additional expenses mutually agreed upon by both parties, shall be borne equally by both parties to this Agreement.

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: a.) be allowed one (1) continuance of up to seven (7) working days, or b.) By mutual agreement provided it is reduced to writing and signed by the Business Representative of the

Union and the University Director of Human Resources. The seven (7) working day requirement for filing a grievance will be postponed for employees hospitalized or incarcerated after the incident which gives rise to the grievance. It is understood that upon return to work, the employee will have no more than seven (7) working days to file the grievance.

## ARTICLE VI

### SENIORITY

#### Section 1: Definition

Seniority shall be determined by classification and applied in accordance with the Statute and Rules of the State Universities Civil Service System of Illinois.

#### Section 2: Employee Information

The University agrees to compile and to furnish to the Union a seniority list by location upon request during the effectiveness of this Agreement. In addition, the Union may request an updated seniority list for a special condition or situation.

Employee seniority at each of the two locations (Facilities Management and CCICS) shall be used only to determine shift assignments. In the event of any layoff with unit employees, the employer shall merge the seniority lists of the two locations into one master list which shall then be used for layoff determination subject to the rules of the State Universities Civil Service System.

#### Section 3: Posting Vacancies

Any vacancy occurring at any of the two locations for any shift shall be posted by the Employer at each location. Employees have three (3) working days to file notice if they wish to be considered for transfer after the vacancy notice is posted.

#### Section 4: Transfer Request

Employees may at any time request in writing a transfer from one shift to another at the location currently employed. An employee's request will be considered at the time of a vacancy, based on their seniority. The requesting employee with the greatest seniority shall be approved for transfer to the shift on which the vacancy exists. Following transfer from one shift to another, an employee shall work the new shift for not less than one hundred twenty calendar days (120) before he shall again be eligible to request a transfer.

If no status employee expresses interest, a probationary employee shall be approved for transfer if he has requested transfer in writing. If an employee has requested a transfer in writing from one shift to another, said request will be valid until such time an employee requests in writing that he not be considered for shift transfer. If tendered a transfer an employee unwilling to accept said transfer shall decline the transfer in writing.

## ARTICLE VII

### BENEFITS

#### Section: Benefits

All benefits provided for or available to eligible employees covered under the terms of this Agreement shall be strictly pursuant to those specifically and published by the Board of Trustees in its manual of Regulations, governing Civil Service Employees, as amended from time to time, unless otherwise expressly stated in this Agreement.

Health, dental, vision and life insurance shall be made available to employees in accordance with the provisions of the State Employees Group Insurance Benefit Act.

Benefits shall be provided to employees on appointments of 50% time, but less than 100% time on a prorated basis. No benefits shall be provided to employees on appointments of less than 50% time.

#### Section 2: Vacation

Bargaining unit Employees shall accumulate vacation benefits for each pay period of service with the Employer. Vacation shall accrue to an Employee'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 Employee's earn vacation based on the number of hours worked. Bargaining unit employees on probationary status shall earn and accrue vacation leave during their probationary period. A bargaining unit Employee may not use earned vacation and personal leave during their probationary period.

Vacation leave for bargaining unit Employee's shall be earned as follows to the maximum accumulation:

<b>Non-Exempt</b>	<i>(overtime is excluded and based on hours paid)</i>				
Years of Service	Accrual rate per hour	Approximate leave days earned		Approximate maximum accumulation days	
0 to 1	0.0462	(90.00 hours)	12	(90.00 hours)	12
1 to 3	0.0577	(112.50 hours)	15	(225.00 hours)	30
3 to 5	0.0692	(135.00 hours)	18	(270.00 hours)	36
5 to 8	0.0808	(157.50 hours)	21	(315.00 hours)	42
8+	0.0924	(180.00 hours)	24	(360.00 hours)	48

Non-exempt employees who are currently earning 25 days 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 must 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 3: 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.

### **Section 4: 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 occurrence will be granted to an employee in the event of death of the employee's parent, spouse, child, son-in-law or daughter-in-law, grandparent, brother/sister, mother-in-law, father-in-law, aunt, uncle, niece/nephew, grandchild, or first cousin or a member of the employee's immediate household. Employee will provide documentation to the department.

### **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's Jr.'s Birthday  
Lincoln's Birthday  
Memorial Day  
Independence 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 near the beginning of each calendar year.

### **Section 6: Other Leaves**

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

## ARTICLE VIII

### LAYOFF

(a.) Whenever an employee is laid off the Statute and Rules of the State Universities Civil Service System shall govern. In the event of any layoff with unit employees, the employer shall merge the seniority lists of the two locations into one master list which shall then be used for layoff determination subject to the rules of the State Universities Civil Service System.

(b.) A copy of the written notice of layoff shall be given to the employee with a copy also being sent to the local Union. It shall be the responsibility of the University Director of Human Resources to transmit copies of stated notices to the Union.

(c.) Notification to return from layoff and containing a designated reporting date shall be by certified mail. An employee so notified shall advise the Employer of intention to return to work or not, no later than one (1) week prior to employee's designated reporting date.

(d.) If an employee elects to return he shall have up to one (1) week after the designated reporting date in which to present for duty. Failure to report on the designated reporting date or one (1) week thereafter whichever is later, whether or not having advised the Employer he will return from layoff, shall be considered an act of voluntary resignation and just cause for Removal from the layoff register



## ARTICLE IX

### DISCIPLINE

The Employer and the Union agree that to maintain effective and efficient operation of the University, all employees must perform their assigned task efficiently, comply with rules which are prescribed from time to time by the University and abide by generally accepted standards of good conduct. Failure to meet these requirements may subject an employee to disciplinary action. The University shall only discipline an employee where there is just cause and the employee shall be entitled to union representation should they so request.

Whenever an employee is served a notice of disciplinary action, the Employer will first discuss the specific problem pertaining to the rules violation and disciplinary action with the employee when possible, and then personally serve the employee with the disciplinary notice. Should the employee not be available, a copy of the disciplinary notice shall be forwarded to the employee by certified mail. It shall be the responsibility of the University Director of Human Resources to also mail a copy of any issued disciplinary action notice to Local 700. A Union Steward may be present, at the request of the employee, during such meetings.

Disciplinary action will be administered in accordance with the provisions of the State Universities Civil Service Statutes and Rules, and Board of Trustees Regulations and this collective bargaining agreement. A confirmation of an oral reprimand shall be placed in the employee's personnel file with a copy being forwarded to a Union Steward.

a. Disciplinary action taken by the Employer will be subject to the employee grievance procedure in the case of written reprimands or suspension from work without pay. In the case of discharge, the employee will be required, under the State Universities Civil Service Statute and Rules, to abide by the provisions for hearing incorporated in the State Universities Civil Service Statute and Rules.

b. Prior to the employee serving a suspension, other than a suspension concurrent with a discharge action, the Employer will inform the employee that the Union can file a grievance on employee's behalf at Step Two (2) of the grievance procedure. The employee will be advised to contact their union representative should they wish to initiate this procedure. The Union shall have seven (7) calendar days to file a grievance regarding a suspension with the University Director of Personnel. A grievance filed in this manner will stay the implementation of the suspension until a Step Two (2) grievance decision is rendered.

The Union and the University Director of Human Resources will then meet to conduct a grievance hearing within seven (7) calendar days after receipt of the date the grievance is filed.

The Union by executing this contract amendment waives its right to file a grievance regarding suspensions through the procedure set forth in Article V of this Agreement, except for advancing such matters under the Arbitration provisions of that Article.

## ARTICLE X

### MISCELLANEOUS

#### **Section 1: Uniforms**

It is agreed that if uniforms are required by the Employer, the Employer will provide and maintain said uniforms without cost to the employee. The Employer will determine the style of the uniform to be used and this will not be subject to grievance or arbitration.

#### **Section 2: Duties**

Duties performed by employees classified as Building Service Worker shall be as provided in the State Universities Civil Service Class Specifications entitled Building Service Worker.

However, it is understood and agreed that the moving of furniture as provided therein shall include only the movement of tables, chairs, miscellaneous equipment for setups required for public activities and events.

When employee(s) shall be required to move heavy furniture and equipment not covered in the preceding paragraph, they shall receive a premium rate of pay (time and one-half of the basic hourly rate) for all time spent in performing these duties with a minimum guarantee of one (1) hour. Such premium pay shall not be included for purposes of computing overtime.

It is further agreed that the removal of snow from walks and building entrances as provided in the aforementioned class specification, shall be excluded from the jurisdiction of employees in the Building Service Worker classification.

#### **Section 3: Non-Discrimination**

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

#### **Section 4: Bulletin Boards**

The Employer shall provide exclusive bulletin board space to the Union at a location to be determined. No postings may be made by the Union that would be defamatory, political or partisan in nature. All postings shall be approved by the University prior to display on the bulletin boards.

#### **Section 5: Safety and Training Committee**

The Union shall appoint two representatives, not from the same shift, to meet with the Assistant Vice President for Facilities Management, and the Department Head on a semiannual basis to discuss safety and training issues. Employees shall not qualify for additional compensation for such meetings.

#### **Section 6: Grace Period**

Employees shall be granted one seven (7) minute grace period per month after their normal working hour has started before progressive discipline can begin.

## **Section 7: Labor Management Meetings**

Labor Management Meetings will be scheduled for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to all parties and can be scheduled by either party with proper notification. Arrangements for such meetings shall be made in advance and a written agenda shall be exchanged by the parties five (5) days prior to the date of meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

## ARTICLE XI

### HOURS OF WORK: OVERTIME

#### Section 1: Workweek/Workday

The basic work schedule for all employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours, consisting of five (5) consecutive working days of seven and one-half (7.5) consecutive hours each, that commences on Sunday, 12:00am and ends on Saturday, 11:59pm. The seven and one-half (7.5) hours may be interrupted by an unpaid lunch or rest period of not less than one-half (.5) hour as assigned by the Supervisor. Employees working on a part time basis may have varying schedules and breaks dependent on the number of hours worked in a given day. Part time employees shall not be scheduled for split shifts. The Employer shall notify affected employees on any temporary or permanent schedule change no later than ten (10) workdays prior to the effective date of the change. However, in emergency situations the Employer may affect such change on less notice.

Employees in departments requiring a seven (7) day week operation may be required to take two (2) consecutive days off other than Saturday and Sunday.

#### Section 2: Overtime

Per the Fair Labor Standards Act employees will be compensated at time and one-half (1.5) the regular hourly rate of pay in excess of hours worked over thirty-seven and one half 37.5 in a week. All work performed on the sixth consecutive day of work in any workweek shall be compensated at time and one-half (1.5) the regular rate of pay. All work performed on the seventh consecutive day of work in any workweek shall be at two (2) times the regular rate of pay.

Overtime opportunities, which are known about at least 24 hours prior to the starting time of the assignment, shall be offered to employees on a rotating basis, most senior to least senior via a signup sheet. Overtime opportunities which are not known about 24 hours in advance shall be offered in seniority order to those person(s) immediately available on the preceding shift.

It is understood that if an insufficient number of employee(s) volunteer for offered overtime, then that overtime shall be assigned, on a rotating basis, from the least senior to the most senior employee. Employees required to work overtime shall not have the right to refuse such work. However, the employer may relieve an employee of an overtime assignment and proceed to the next senior person, if the employee provides adequate reasons for not wishing to work that particular assignment. An employee bypassed for such reasons will be required to fulfill the next mandatory assignment of overtime.

#### Section 3: Four Day Work Week

In lieu of the normal workweek as defined in Section I of this Article, the University may establish a 4-day workweek schedule. The effected employees and the Union shall be notified of the schedule at least 30 (thirty) days in advance. Overtime provisions of this Agreement shall be amended to be consistent with the number of work hours per day on a 4-day workweek schedule.

## ARTICLE XII

### WAGES

#### Section 1: Wages

The wage agreement provides for increases in each of the three additional contract years. NEIU's Fiscal Year runs from July 1, 2018 – June 30, 2022. The increases by fiscal year are:

The following wages are to be applied to the Building Service Workers

07-01-2018	2% across the board
07-01-2019	2% across the board
07-01-2020	2% across the board
07-01-2021	2% across the board

#### Section 2: Employee Excellence Award

The Union may have its bargaining unit Employee's eligible for a University-wide merit recognition program to be initiated by the University. If a bargaining unit Employee receives a merit increase under this program the bargaining unit Employee's base hourly wage will be increased by this merit recognition amount.

#### Section 3: Wages (other)

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment.

Whenever an employee is assigned duties carrying a higher rate of compensation, and when the period of that temporary employment lasts for one (1) hour or more, then the employee shall be paid the higher rate for such employment for the entire period of such assignment.

#### Section 4: Holiday Pay

Work performed by the employees covered herein during any of the eleven (11) holidays authorized and celebrated by University, shall be compensated at one and one-half (1.5) times their basic straight time hourly rate, this being additional to payment to them of seven and one-half (7.5) hours basic straight time hourly rates for holidays enumerated in Regulations.

#### Section 5: Personal Day

Bargaining unit employees will receive and may utilize two (2) earned personal day per calendar year. An employee must notify supervisor as stated in departmental procedures. The use of this earned personal day shall be approved by the University and are not cumulative year to year.

**ARTICLE XIII**  
**WORK STANDARDS**

Each employee covered under this Agreement shall be subject to and shall comply with the prescribed "Work Standards" as defined by the employer to include daily services, weekly services, monthly services, and break time services. A Custodial Maintenance Manual along with any updates or changes issues by the University shall be given to each unit employee and shall be incorporated as part of this Agreement. The Union acknowledges receipt of a copy of this manual.

## ARTICLE XIV

### CONTRACTING UNIT WORK

The Employer agrees that during the term of this Agreement, it will not enter into any contract for the purpose of having work performed that is now performed by and consistent with the current duties of the classification of Building Service Worker covered by this Agreement, except in an emergency as declared by the University. Any such contracting-out shall be for limited and temporary services and shall not have an effect of displacing any unit employees actively employed during such emergency. The Child Care Center and El Centro are excluded from the requirements of this Article.

**ARTICLE XV**  
**DUES DEDUCTION**

**Section 1: Permitted Deductions**

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

**Section 2: Union Membership**

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership.

**Section 3: Dues Check-Off**

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

**Section 4: Deduction Authority**

In accordance with the provisions for deduction fees as described above, the Employer will 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 Teamsters, Local 700, by the employer on a biweekly 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 5: Indemnification by the Union**

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 XVI

### LIMITATIONS OF AGREEMENT

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and exercised full opportunity to make demands and proposals with respect to any subject or matter. Further, it is agreed that this Agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under this Agreement.

(b) Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Employer shall notify the Union of its intention to make the proposed change. Upon such notification, and if requested by the Union, the Employer shall meet with the Union and discuss such change before it is finally implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Employer as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.

(c) No provision or clause of this Collective Agreement may supersede or contradict any existing provision of Regulations of the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies promulgated by the Board of Trustees, or any of the provisions of Public Act 83-1014 as enacted or as from time to time amended.

(d) This agreement shall be interpreted and applied in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or the remaining provisions of this agreement

## ARTICLE XVII

### EFFECTIVENESS OF AGREEMENT, AND CHANGES OR AMENDMENTS

#### **Section 1: Effective Date of Collective Agreement.**

This Collective Agreement shall be effective, July 1, 2018 –through June 30, 2022. It shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least ninety (90) 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 Agreement, specified in the notice required by Section 1, immediately above, and the respondent's reply thereto shall begin no later than sixty (60) days following notification of one Party to the other that it seeks changes or amendments.

#### **Section 3: Impact Bargaining**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Union and the University. During the term of this Agreement, there shall be no change in regulations or policies on matters within the scope of negotiations without notice to the Union and providing the Union the opportunity to bargain the impacts and effects.

ARTICLE XVIII

ACCEPTANCE BY PARTIES

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

For the University:

Melissa Mulvan 10/4/18  
President Date

Scott Jan 10-11-18  
Chief Negotiator Date

Ronald Johnson 10/12/18  
Bargaining Unit Date

Teamsters Local 700:

Barry Szlachawski 8/15/18  
President Date

Michael A. Meha 8/15/18  
Secretary/Treasurer Date

Reviewed and approved as to legal form

Melissa Reardon Henry 10/13/18  
University Counsel Date  
Northeastern Illinois University