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IDnum 241 **Language** English **Country** United States **State** IL

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 963

Occupations Represented
Food and beverage serving and related workers
Building cleaning workers
Chefs, cooks, and food preparation workers

Bargaining Agency The Board of Trustees for Northern Illinois University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**THE BOARD OF TRUSTEES
for
NORTHERN ILLINOIS UNIVERSITY**

AND

**COUNCIL 31
for and on behalf of**

**Local 963
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

JULY 1, 1999 – JUNE 30, 2003

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AGREEMENT

This Agreement is made and entered into between the Board of Trustees for the use of NORTHERN ILLINOIS UNIVERSITY at the DeKalb and Lorado Taft Campus(es) hereinafter called the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO), Council 31, for and in behalf of Local No. 963 herinafter called the "Union".

ARTICLE I RECOGNITION AND AUTHORIZATION

SECTION 1 RECOGNITION

Par. 1 The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of the following position classifications:

Building Service Workers
Building Service Worker
Locker Room Attendant
Maid

Food Service Workers
Cook
Cooks Helper
Dishporter
Grill Cook
Kitchen Laborer
Kitchen Stores Laborer
Snack Bar Attendant
Food Service Cashier
Waiter/Waitress

Lorado Taft Campus
Cook
Kitchen Laborer
Maintenance Repair
Worker

SECTION 2 – NEW CLASSIFICATION

Par. 1 In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. When a new classification is instituted, and the parties agree the work of which falls within the scope of the unit, the parties agree to jointly petition the Illinois Educational Labor Relations board to seek the necessary unit clarification.

Par. 2 The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the duties and responsibilities of the position remain essentially the same.

Par. 3 This Agreement is authorized by the Illinois Educational Labor Relations Act (Ill. Rev. Stat., Ch. 48, par. 1701 et seq.)

SECTION 3 – DELETION OF CLASSIFICATIONS

Par. 1 The University shall notify and discuss with the Union of its intent to abolish or merge existing classifications in the bargaining unit.

ARTICLE II GENERAL PROVISIONS

SECTION 1 - NON-DISCRIMINATION

Par. 1 Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of Union membership or non-membership. The employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

Par. 2 Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of handicapped physical or mental condition, race, creed, color, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era.

SECTION 2 – WORK RULES

Par. 1 During the term of this Agreement, the Employer agrees not to adopt or enforce policy and rule changes which would adversely affect only the employees covered by this Agreement.

SECTION 3 – UNIFORMS

Par. 1 The Employer agrees to furnish uniforms where such are required. The replacement of uniforms shall be subject to the grievance procedure. Employees shall not wear issued uniforms outside regular working hours except while in route to and from work. With supervisory approval, employees may furnish their own uniforms at no cost to the Employer. The Employer may designate shoe color but will furnish shoes only if a specific style or type is required. The Employer will attempt to furnish new uniforms by September 1 of each year.

SECTION 4 – REQUIRED ATTENDANCE

Par. 1 An employee required to attend meetings, conferences, or undergo physical examinations outside regular scheduled working hours shall be paid one and one-half (1 ½) times the regular rate of pay for all time so spent.

SECTION 5 – UNIVERSITY BUDGET

Par. 1 Prior to submission of the budget, the Employer, if requested by the union, agrees to a meeting for the purpose of discussing wage demands. The purpose of the meeting will be to examine rates, trends and any pertinent information either party wishes to discuss. The Union will make its views known to the Employer.

SECTION 6 – PRINTING OF THIS AGREEMENT

Par. 1 The University shall be responsible for reproducing a sufficient number of copies of this Agreement for all bargaining unit employees. The copies will be reproduced as soon as practicable following the execution of this Agreement.

SECTION 7 – TUITION

Par. 1 Fees and/or tuition for University courses will be waived for bargaining unit employees in accordance with Board of Trustees regulations.

SECTION 8 – SUB-CONTRACTING/CONTRACTING

Par. 1 It is the General Policy of the Employer to utilize employees to perform work appropriate to the employees classification. The Employer will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The Employer agrees to notify and discuss with the Union prior to the sub-contracting or contracting out of work which may result in the layoff or loss of pay for employees covered by this Agreement. In the event of sub-contracting or contracting out of work which results in the layoff or reduction in pay for any employees, Operating Staff Services Employment Section will provide career counseling, qualification testing and placement services to such employees. The Employer will, subject to Civil Service System requirements, offer to such employees positions the Employer is currently seeking to fill at the same or comparable pay rate if possible.

SECTION 9 – LAYOFF

Par. 1 Employees to be laid off shall be given fifteen (15) working days notice in writing prior to the effective date of the layoff. A copy of the notice will be sent to the Union President. Where possible, the Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. If requested by the Union in writing within five (5) days of the notice to the Union of a planned layoff, the Employer will meet with the Union twenty (20) days prior to a planned layoff to negotiate the impact of the planned layoff. Layoffs and recalls of bargaining unit employees shall be in accordance with the State Universities Civil Service System Statute and Rules.

ARTICLE III **MANAGEMENT RIGHTS**

Par. 1 The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the express provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of operations;
- Direct the employees, including the right to assign work and overtime;

- Hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer;
- Suspend, demote, discharge or take disciplinary action against the employees for proper cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher to lower classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Set standards for services to the public;
- Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- Change or eliminate existing methods, equipment, or facilities.

ARTICLE IV **UNION RIGHTS**

SECTION 1 – MEMBERSHIP SOLICITATION

Par. 1 During an employee's work time, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement.

SECTION 2 – NOTIFICATION

Par. 1 When a staff representative or any other Union official not an employee of the University wishes to visit or inspect a work area or meet with University representatives, the person shall inform the Employee Relations Officer of the intended meeting or visit.

SECTION 3 – TIME-OFF FOR UNION ACTIVITIES

Par. 1 With supervisory permission, which shall not be unreasonably withheld and subject to the operating needs of the Employer, employees who are Union representatives, stewards, witnesses or grievant will be permitted time off with pay during their respective working hours to:

- a) process and/or investigate grievances (1 Union representative)
- b) attend grievance hearings (2 Union representatives)
- c) attend suspension hearings and discharge proceedings (2 Union representatives)
- d) attend contract negotiations (6 bargaining unit employees which shall include 1 employee from Lorado Taft Campus, 1 employee from Holmes Student Center, 1 employee from Residence Halls Food Service, 1 employee from Building Services, and 2 at-large employees)
- e) attend monthly labor management meetings (4 bargaining unit employees).

An AFSCME staff representative may attend any of the above referenced meetings.

Par. 2 Time off with pay may be granted to the Union President or a designee to attend meetings related to labor relations such as Civil Service Merit Board meetings,

AFSCME internal meetings or legislative meetings. Such time off will not exceed five (5) work days in any fiscal year and will be granted provided the Union President or a designee provides a minimum of five (5) working days notice to the supervisor. Any time off cited in this paragraph must be reported to the Employee Relations Officer.

Par. 3 Time off without pay may be granted to additional Union representatives to attend meetings as described in Par. 2 of this Section. Such time off shall not be unreasonably withheld by the supervisor, provided the Employee provides the minimum notice required in Par. 2.

SECTION 4 – REQUEST FOR MEETING SPACE

Par. 1 Requests for meeting room space must be cleared through the Employee Relations Officer.

SECTION 5 – MAILINGS

Par. 1 The Union shall have the right to use campus mails and telephone (local use only) in accordance with University policies/regulations and Federal statutes.

SECTION 6 – BULLETIN BOARDS

Par. 1 The Employer agrees to furnish bulletin board space in common work areas for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Union.

SECTION 7 – INFORMATION PROVIDED TO THE UNION

Par. 1 When new bargaining unit employees are hired, the Union will be furnished with the following information: department, classification, initially-assigned work area, beginning date of employment, starting salary, social security number and mailing address.

Par. 2 On a quarterly basis the Union will be furnished with the following information:

- a. Updated seniority list of all bargaining unit employees;
- b. Overtime charts by work area.

Par. 3 The Union will provide the Employer with any changes in Stewards and/or officers.

Par. 4 At the end of each pay period, the Union will be notified of all employees leaving the bargaining unit because of retirement, resignation, promotion, transfer, demotion, dismissal or discharge.

SECTION 8 – EMPLOYEE INFORMATION

Par. 1 The Employer agrees to provide new bargaining unit employees a copy of this Agreement along with a packet of materials to be provided by the Union at the employees' orientation meeting.

SECTION 9 – JURISDICTION

Par. 1 In the case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the Employer and the unions concerned, without any work stoppage and that the Employer will not make any changes in any already established work assignment practices pending resolution of the dispute.

ARTICLE V DEDUCTIONS / PROPORTIONATE SHARE CLAUSE

Par. 1 Upon this provision taking effect, the Union shall submit to the Employer an affidavit which certifies the amount constituting an Employee's proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the Union.

Par. 2 The proportionate share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate share fee, or 30 days after the date of original employment for a new employee, whichever is later. Each full-time employee in the bargaining unit who is not a member of the Union shall be required to pay the proportionate share fee. Such proportionate share payments shall be deducted from the earnings of the non-member full-time employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

Par. 3 The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions (including PEOPLE and dental plan) and from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. The Union shall certify the current amount of Union deductions.

Par. 4 The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of each employee, social security number, and the individual employee deduction(s).

Par. 5 It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.

Par. 6 The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reasons of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

ARTICLE VI **HOURS OF WORK/OVERTIME**

SECTION 1 – WORK DAY AND WORK WEEK

Par. 1 Seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours in five (5) consecutive days shall constitute a normal week's work. Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour.

Par. 2 Time and one-half shall be paid for hours worked over seven and one-half (7 ½) in one (1) day or over thirty-seven and one-half (37 ½) hours in pay status in any work week. Employees shall be entitled to accumulate up to (3) three weeks of compensatory time off or in accordance with current university policy whichever is greater. The established work week is Monday through Sunday.

SECTION 2 – CALL BACK

Par. 1 A call back is defined as an unscheduled assignment of work given to an employee who has left the work site. An unscheduled assignment of this nature that continuously precedes or follows an employee's regularly scheduled work hours shall not be defined as a call back. Any scheduled work hours shall not be considered a call back.

Par. 2 An employee who is called back to work after completing a regular day's work, as defined above, shall receive a minimum of two (2) hours pay at the applicable rate. An employee called back on a scheduled day off, as defined above, shall receive a minimum of four (4) hours pay at the applicable rate.

SECTION 3 – TEMPORARY SCHEDULE CHANGES

Par. 1 Except in emergency situations and as noted in Paragraph 2 below, whenever work schedules or working hours are temporarily changed, notice, in writing, of such temporary change must be given to each employee involved or posted at least forty-eight (48) hours before such temporary change becomes effective. A copy of the notice with the reasons for the temporary change and its anticipated duration shall be provided to the Union. The Union may elect to meet and discuss the temporary changes prior to the implementation date.

Par. 2 Waiter/Waitress will be provided with their work schedule each Friday prior to the following Monday-Friday work week. Changes in the weekly schedule will be communicated to employees in this classification at least 24 hours prior to the changes, whenever possible.

Par. 3 Residence Hall Food Services employees requesting employment in other than their own unit during student vacation periods within the academic year shall not qualify for overtime pay because of schedule change unless work is performed for more than seven and one-half (7½) hours in one day or more than thirty-seven and one-half (37½) hours in one week of the new schedule.

SECTION 4 – OVERTIME FOR WORK ON SUNDAY/SEVENTH CONSECUTIVE WORKDAY/SECOND SCHEDULED DAY OFF

Par. 1 Lorado Taft Campus - Any employee scheduled to work on their seventh consecutive day within a work week will receive one and one-half (1 ½) times the regular rate of pay for all hours worked on that seventh day. However, in the event of a call back (as defined in Section 2, Paragraph 1 of this Article) double time will be paid on the second scheduled day off.

Par. 2 Residence Hall Food Service and Building Services – The Employer agrees to pay double-time for all hours worked on the employee's second regularly scheduled day off provided the employee does not refuse work offered on the employee's first regularly scheduled day off in the same work week.

Par. 3 Holmes Student Center Food Service – The Employer agrees to pay double-time for all hours worked on Sunday provided the employee works each of the previous six (6) days in the established work week (Monday through Sunday). In the Waiter/Waitress classification only, employees will only be paid double-time for Sunday when they have worked each of the first six (6) work days (Monday through Saturday) and have accumulated at least thirty-seven and one-half (37½) straight time hours in that time.

SECTION 5 – TEMPORARY REASSIGNMENT

Par. 1 Employees assigned to duties outside of their current classification and in a classification carrying a higher rate of compensation shall be paid the higher rate for all work performed, whether temporary or permanent, when the assignment lasts for one (1) hour or more and then for the entire period of the assignment.

Par. 2 Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

Par. 3 Solely at the Employer's discretion, Residence Hall Food Service employees and Holmes Student Center Food Service employees may be given the opportunity to work in other Food Service classifications, outside of their current classification, at their regular rate of pay to achieve a thirty-seven and one-half (37½) hour work week.

Par. 4 Food Service employees at the Lorado Taft Campus may be given the opportunity to work in other classifications, outside of their current classification, at their regular rate of pay to achieve a thirty-seven and one-half (37½) hour work week.

ARTICLE VII
OVERTIME CHARTS

SECTION 1 – EQUALIZATION

Par. 1 The Employer will attempt to equate overtime hours earned on a monthly basis through the use of overtime charts and overtime will be offered by logical units such as a building facility, department, location, and/or common work area. Overtime hours accrued will be posted monthly showing the previous month's cumulative overtime hours for each employee. New overtime charts will be established on a seniority basis on September 1 of each year. Refusals to work overtime will be indicated on the chart as actual overtime hours

earned, however, if an employee cannot be contacted for overtime, the Employer will contact the next eligible employee and the employee not contacted will not be charged for overtime hours earned. Refusals by an employee to work overtime out of their normally assigned overtime chart area will not be credited with overtime hours earned.

Par. 2 Within Residence Hall Food Services, employees will be offered and/or assigned the available time in the following manner:

1. Double starred
2. Non-scheduled less than 100%
3. Employees at one and one half time
4. Employees at double time
5. Employees within the unit already scheduled

Par. 3 For purposes of assisting in home unit training of new employees, overtime may be offered to home unit employees first.

SECTION 2 – PROBATIONARY EMPLOYEES

Par. 1 Probationary employees are not offered overtime or listed on the overtime chart during the first three months of the probationary period. However, probationary employees may be offered overtime within their home unit after the overtime chart is exhausted. Probationary employees will be offered overtime and listed on the overtime chart after three months and credited with the average hours of overtime worked as defined by appropriate unit in Section 5, Paragraph 2 of this Article.

SECTION 3 – TRANSFERS

Par. 1 Employees transferring from one unit to another will be credited with the average amount of overtime worked within that unit and new employees will be credited with the average hours worked as of the hiring date.

SECTION 4 – EMPLOYEES NOT DESIRING OVERTIME

Par. 1 Employees not desiring overtime work shall, in writing, notify the supervisor. However, after the list of employees desiring overtime has been exhausted, operating needs of the department shall be satisfied utilizing inverse seniority to determine who shall perform the work.

SECTION 5 – OVERTIME CREDITS

Par. 1 Employees on vacation, sick leave, or other approved leaves, or absent due to job-incurred injury will not be credited with any overtime hours posted during such absences.

Par. 2 Within Building Services and Lorado Taft Campus, new or returning employees shall be credited with the average number of hours worked by other employees in the same classification within their home unit. Within Residence Hall Food Service and Holmes Student Center Food Service, new or returning employees shall be credited with the average number of hours worked by other employees in the same classification. Holmes Student Center shall be considered a lesser unit as defined by the State Universities Civil Service System Statute and Rules.

ARTICLE VIII **SENIORITY / JOB BIDDING AND BUMPING**

SECTION 1 – SENIORITY AND JOB BIDDING

Par. 1 Seniority shall be by classification and shall prevail in regard to layoff, vacation periods, days off, working shift, building(s) and work areas(s). Only by mutual agreement between the Union and the Employer can changes or deviations occur effecting the following job bidding and job bumping procedures.

Par. 2 Job bidding is the process of selecting from available hours of work, days off, building(s) and work area(s) by an employee based upon seniority. The Employer shall determine the available hours of work, days off and work areas, ten (10) days prior to each bid meeting. The Employer shall not permanently change the hours of work or days off bid by employees prior to the next bid meeting, unless agreed to by the Union.

SECTION 2 – JOB BIDDING PROCEDURES

Par. 1 Job Bidding Procedures: Permanent new and vacant positions released to be filled in Building Services shall be bid at a bid meeting to be held within the first ten (10) work days of each January, April and August. Additional bid meetings will be held in Building Services whenever five (5) or more Building Service Worker positions are released to be filled. The Union President will be notified as positions within the bargaining unit are released. Permanent new and vacant positions released to be filled in Food Services shall be filled at a bid meeting to be held within ten (10) work days of the occurrence of the vacancy. The ten (10) days may be extended by mutual agreement. Bid notices containing location, date and time of the meeting, the hours of work, the days off, building(s) and work area(s) shall be posted on appropriate bulletin boards five (5) calendar days prior to the meeting and a copy shall be sent to the Union. Positions, which become available at the meeting, will be bid.

At Lorado Taft, a vacancy notice will be posted in the appropriate unit, e.g. Food Service or Building Maintenance, immediately upon the position being released to be filled. Employees within the classification to be filled will have seven (7) calendar days to indicate their written bid for the position to the appropriate supervisor. The senior employee upon bid will be awarded the position and this bid procedure will continue until all vacancies are filled.

Par. 2 On the basis of seniority, an employee or the union, on behalf of an employee, will be entitled to one successful bid at the meeting. A successful bidder will be entitled to one (1) subsequent bid for another position put up for bid at the same bid meeting.

SECTION 3 – PROBATIONARY EMPLOYEES

Par. 1 Probationary employees are denied bidding privileges and bid meeting attendance. The Employer will consider a probationary employee's request for a position, which was not bid at the meeting. A position assigned a probationary employee will be considered a vacancy and subject to the bid procedure if the employee filling the position is reassigned during the probationary period. A position not filled prior to the next bid meeting will be subject to rebid.

Par. 2 an employee's probationary period shall be the first six months of employment in a classification. Probationary employees are entitled to Union representation. Probationary employees shall be evaluated by their supervisor within three and six months of their hire date.

SECTION 4 – CHANGE IN JOB BIDS

Par. 1 Seniority shall be the determining factor in awarding job bids. Management, after consulting and reaching agreement with the Local Union Executive Board, will have the right to reassign employee(s).

SECTION 5 – BUMPING PROCEDURES

Par. 1 A bid meeting shall be held no more than one calendar week before a bump meeting. A status employee whose position is abolished, who is bumped from a position under this Section or whose hours or days off are changed may choose to retain the changed position or may choose any available vacancy released to be filled at the bid meeting or may bump the least and lesser senior employee on any shift. In Food Service, the shifts are the early shift, middle shift and the late shift. If an abolished position is reinstated within one (1) year, the previous incumbent may take the position. Any vacated position which occurs due to an employee exercising rights listed above will be considered vacant for bid purposes.

SECTION 6 – HOLMES STUDENT CENTER

Par. 1 Holmes Student Center shall be considered a lesser unit for purposes of seniority in the following classes: Building Service Worker, Cook, Cooks Helper and Kitchen laborer, unless employees vote otherwise in accordance with State Universities Civil Service Procedure.

SECTION 7 – BID MEETINGS

Par. 1 Bid and bump meetings shall be conducted during normal first shift working hours and employees will not be docked for their attendance.

SECTION 8 – TEMPORARY CHANGE IN JOB BIDS

Par. 1 If, due to normal operational needs, it is necessary to assign employees out of their building(s), the Employer will seek volunteers from the affected work group and seniority shall prevail among those workers volunteering for the temporary assignment. Lacking enough volunteers, assignments will be made using inverse seniority on a rotating basis. Building Service Workers subject to a temporary change out of their bid building(s) shall be instructed by the supervisor as to the duties to be completed with regard to the temporary change.

Par. 2 Building Service Workers assigned within their bid building(s) to cover for absent employees shall be instructed by the supervisor as to the duties to be completed with regard to the temporary change. Such assignments shall be distributed as equally as possible during each month.

SECTION 9 – FLEX POSITIONS

Par. 1 Flex positions for the purpose of this Agreement are those positions which are for less than 12 months duration.

Par. 2 Unless bid by the Employee, no status Employee with a 12-month appointment will be assigned to a flex position.

SECTION 10 – EXCLUSIONS

Par. 1 The provisions contained in Article IX, Sections 1-9 shall not apply to employees in the Waiter/Waitress classification.

ARTICLE IX **CLASSIFICATION/JOB ASSIGNMENTS**

SECTION 1 – JOB DESCRIPTION

Par. 1 Any bargaining unit employee will be provided with a copy of their job description upon written request by the employee to the Personnel Office. Should no current job description be on file in the Personnel Office, within 10 days of the request, a current description, signed by both the employee and the supervisor will be given to the employee.

SECTION 2 – ASSIGNMENTS WITHIN JOB CLASSIFICATIONS

Par. 1 Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned their classifications. The phrase "related duties as assigned" includes only those duties closely related to those defined in the class specifications.

Par. 2 Building Service Workers required outside duties are limited to:

1. Cleaning ash urns
2. Exterior doors and windows
3. Snow removal
4. Cleaning of Huskie Stadium
5. Removal of trash from inside buildings in accordance with current practice

SECTION 3 – VACANCIES AND PROMOTIONS

Par. 1 The Employer agrees to encourage promotion from within the University by encouraging departments to select current employees for promotional opportunities when other factors appear to be relatively equal. Employees who file job classification interest cards shall be notified of the appropriate vacancy and allowed to take the appropriate examination prior to request for referrals and filling the position.

SECTION 4 – INTERVIEWS AND TESTS

Par. 1 Employees will be granted time off with pay to interview or test for positions within Northern Illinois University (provided that such tests or interviews cannot be conducted at times other than working hours), including all time required for traveling to and from the test or interview. It is understood that such time off must be with supervisory approval, which will not be unreasonably withheld and provided the employee provides reasonable notice to the supervisor.

ARTICLE X DISCIPLINE/DISCHARGE

SECTION 1 - DEFINITION

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. Disciplinary action or measures include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

SECTION 2 – MANNER OF DISCIPLINE

Par. 1 Discipline shall be imposed as soon as reasonably possible following the Employer becoming aware, or if applicable, investigating the circumstances giving rise to the discipline. When the employee is notified by the supervisor of an intent to recommend discipline in the way of a written reprimand or a recommendation of suspension or discharge, the employee will be notified of their right to Union representation. It is the employee's responsibility to request Union representation when the discipline is officially served on the employee. If the steward requested is unavailable, the serving of discipline shall be postponed until a Union officer is notified. A copy of all discipline served shall be given to the Union. The Union may elect to be present when discipline is served upon the employee, if requested by the employee. An oral warning to be considered as such, shall be documented by written notification to the employee and the Union.

Par. 2 Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. Discipline shall not be imposed in a manner intended to embarrass the employee.

SECTION 3 – INVESTIGATORY INTERVIEWS

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the Union at any such interviews or meetings.

SECTION 4 – REMOVAL OF DISCIPLINE

When disciplinary action is imposed, the Employer shall notify the employee and the Union of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense. Upon written request, oral and written reprimands will be removed from an employee's file after one (1) year has elapsed provided no further related reprimands have been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after two (2) years has elapsed provided no further related reprimands have been issued in that timeframe.

SECTION 5 – PRE-DISCIPLINARY HEARING

Any employee who is being recommended for suspension or discharge shall have the right to a hearing before the discipline is imposed. The employee will be notified of the proposed discipline and the right to be represented by the Union at the hearing, which will be conducted by the Associate Vice President of Administration and Human Resources or designee. Any employee charged with, or investigated for, any misconduct which may lead to discipline shall have the right to Union representation when such misconduct is discussed if requested by the employee.

SECTION 6 – CRIMINAL INVESTIGATIONS

This section shall not apply in cases of investigations or arrest for a violation of criminal statute. If discipline (as defined in Paragraph 1) is imposed on the employee, this section shall apply.

SECTION 7 – POLYGRAPH EXAMS

No Employee shall be required to take a polygraph exam for any matter pertaining to continued employment.

SECTION 8 - DISCHARGE

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least 13 working days prior to the commencement of discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 3 of the grievance procedure.

State Universities Civil Service System procedures shall not commence until after the 13 working day period mentioned above has ended, or until a grievance filed on the basis of intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e) (1) through (7).

2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining Agreement with respect to said discharge.

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

ARTICLE XI **GRIEVANCE PROCEDURES**

SECTION 1 – DEFINITION

Par. 1 A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this Agreement or arising out of matters controlled by the employer which directly affect wages, hours, terms and conditions of employment. The acceptance by the Employer of a grievance under Sections 2 and 3 of this Article is not an agreement by the Employer that the grievance is subject to arbitration under Section 4.

Par. 2 The purpose of the grievance procedure is to secure a fair and equitable resolution at the lowest possible level. Both parties shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative and harmonious manner possible.

SECTION 2 – PROCEDURES

Par. 1 All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. The employer may accept grievances filed by the Union at Step 3 or refer Union grievances to Step 1 or Step 2.

Par. 2 An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. The Union shall be notified prior to all grievance meetings, and shall have the right to be present at all grievance meetings. If an employee elects to be represented by the Union and agreement is reached, such agreement shall be reduced to writing and the written agreement shall be binding on the parties.

SECTION 3 – TIME LIMITS

Par. 1 The time limits herein set forth may be extended by mutual consent of both parties. If at any step within the grievance procedure the Employer fails to respond within

the time limits herein set forth, the grievant may appeal the grievance to the next step within five (5) working days. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance withdrawn by the Union and/or grievant. For the purposes of the grievance procedure, workdays are considered to be Monday through Friday.

Step 1: Within ten (10) working days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievant shall present the grievance in writing to the immediate supervisor. The written grievance shall contain a statement of facts, the provisions of this Agreement (if applicable) which have allegedly been violated and the relief requested. The immediate supervisor shall provide an oral response within five (5) work days after such presentation.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance shall be submitted to the department head within five (5) work days of the immediate supervisor's oral response. Within ten (10) days of the presentation of the grievance, the department head shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The department head's response shall be reduced to writing within five (5) work days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted to the Associate Vice President of Administration and Human Resource Services or designee within ten (10) work days after the department head's written response. The Associate Vice President of Administration and Human Resource Services or designee shall schedule a meeting with the department representative(s) and the grievant along with their representative, if any, at a time mutually agreeable to the parties. The Associate Vice President of Administration and Human Resource Services or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

Par. 2 In addition to the Union representative(s) mentioned in this Section, the Local Union President or designee may attend grievance meetings and be given paid time off for such meetings.

Par. 3 The Employer shall notify the Local President, in writing, or the designated representatives of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify the Employer, in writing, of the designated stewards in each area.

SECTION 4 – ARBITRATION

Par. 1 If the grievance is not settled at Step 3, the Union may present the grievance to the Associate Vice President of Administration and Human Resource Services or designee for arbitration within ten (10) work days after receipt of the Step 3 response. A representative of the Human Resource Services shall schedule a meeting with the Union and appropriate departmental personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time mutually agreeable to the parties and within fifteen (15) days of receipt of notice to arbitrate.

Par. 2 The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association or other mutually

acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

Par. 3 The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, except as they may be applicable to this Agreement. Board of Trustees Regulations and By-Laws, University Rules and Policies, laws of the United States and the State of Illinois, Rules and Regulations of administrative agencies are not subject to arbitration. The dismissal of a probationary employee is not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

ARTICLE XII **PERSONNEL FILES**

Par. 1 Employees shall be entitled to full access to their personnel files as prescribed in prevailing state statute. Such reviews shall be made at a mutually agreeable time at Contracts, Records and Reports during working hours with no loss of pay.

Par. 2 An employee's supervisor's file shall contain job related information only. Employees will receive a copy of their annual evaluation and any materials used to support such. The supervisor shall offer constructive suggestions, if a problem is indicated, and shall attempt to aid the employee in resolving the problem(s).

Par. 3 Employees and their authorized representatives (with written consent from the employee) shall be entitled to access to their own employee file containing information related to a work related injury or illness, provided the author of the requested document has signed an appropriate release form.

ARTICLE XIII **HEALTH AND SAFETY**

SECTION 1 – GENERAL PROVISIONS

Par. 1 The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practice which will result in safe working condition

Par. 2 The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Par. 3 An employee shall immediately report any unsafe working condition or work practice to the immediate supervisor. If the matter is not resolved, it will immediately be taken by the Union to the University Safety Officer.

Par. 4 The Employer shall not require employees to work in unsafe and unhealthful environments.

Par. 5 Any protective devices/clothing required by the Employer necessary to preserve the health and safety of employees shall be furnished by the Employer without cost to the employee. All employees shall be provided information on all toxic substances in the workplace as required by law.

Par. 6 The University and AFSCME recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The University and AFSCME will, therefore, work collectively to support the Employee Assistance Program.

SECTION 2 – ADA PROCEDURES

Par. 1 The employer agrees to notify the union when accommodations are required within the bargaining unit with respect to federal legislation summarized under the Americans With disabilities Act and Illinois Public Act 87-955. Further, the parties agree to discuss the issues of accommodation as would be affected by the provisions of the collective bargaining agreement and the Illinois Education Labor Relations Act.

Par. 2 The immediate supervisor will discuss the physical demand analysis worksheet with the employee before requiring the employee to sign the document. Signing the document does not imply the employee's agreement to the contents therein.

SECTION 3 – WORKERS COMPENSATION

Par. 1 Employees who have utilized accumulative benefits and/or extended illness leave while awaiting a determination from the Illinois Workers Compensation Commission and/or the Central Management Services Division of Risk Management as to their eligibility for workers compensation, within thirty (30) days of qualification for disability or within thirty (30) days of a settlement being rendered by Workers Compensation, may opt in writing to purchase back utilized University benefits on a dollar for dollar basis. The employee must provide a doctor's justification for utilization of University benefits as is the current practice. It is clearly understood that employees must purchase non-accumulative benefits used (e.g. extended illness leave) prior to being allowed the purchase of accumulative benefits used.

ARTICLE XIV WAGES

SECTION 1 – FY2000 SALARY LEVELS

Par. 1 All employees covered by this Agreement who are currently employed on the date of ratification and/or approval of this Agreement by both parties shall retroactively be paid the following rates from July 1, 1999 through June 30, 2000:

MAIN CAMPUS

	6-Month Probationary Rate	MINIMUM	MID-POINT	MAXIMUM
Building Service Worker	\$9.15	\$10.85	\$12.24	\$13.89
Cook	\$8.64	\$10.05	\$11.52	\$12.72
Cooks Helper	\$8.06	\$ 9.45	\$11.05	\$12.21
Grill Cook	\$7.50	\$ 8.87	\$11.05	\$12.33
Dishporter	\$6.35	\$ 7.69	\$10.33	\$11.77
Kitchen Laborer	\$7.20	\$ 8.57	\$10.91	\$12.53
Kitchen Stores Laborer	\$7.78	\$ 9.16	\$11.46	\$13.28
Snack Bar Attendant	\$6.92	\$ 8.27	\$10.74	\$11.88
Food Service Cashier	\$7.50	\$ 8.87	\$10.91	\$12.21
Waiter/Waitress	\$6.92	\$ 8.27	\$10.63	\$12.25
Maid	\$6.72	\$ 8.27	\$ 9.45	\$11.11

TAFT CAMPUS ONLY

Maintenance Repair Worker	\$9.24	\$10.94	\$12.73	\$14.66
Kitchen Laborer	\$8.64	\$10.05	\$11.52	\$12.72
Cook	\$8.64	\$10.05	\$11.52	\$12.72

Par. 2 Employees whose work shift begins between 3 p.m. and 9:59 p.m. will receive regular pay plus a \$.20 per hour night differential for each hour worked.

Par. 3 Employees whose work shift begins between 10:00 p.m. and 3:00 a.m. will receive regular pay plus a \$.30 per hour night differential for each hour worked.

Par. 4 Building Service Workers when assigned to a truck or assigned to heavy duties involving the physical change of a work area (not including that moving which is incidental to custodial duties) for a continuous period of one hour or more shall receive regular pay plus \$.50 per hour differential. The differential will not be paid for the set up of chairs and light equipment. Set ups normally performed by Building service Workers at Holmes Student Center are not included in this provision. The employee's supervisor must approve any and all assignments before a differential will be paid.

Par. 5 Regular pay plus a \$.20 differential shall be paid food service employees in a so-called "starred" positions when such employees are moved from their regular assigned unit to another unit or for hours changes within their own unit on starred days.

Par. 6 Should additional personal service appropriations be granted by the state legislature or should an increase be granted to all university employees by NIU at any point during this Agreement, either party may request to reopen negotiations prior to its expiration for wage purposes only.

SECTION 2 – FY2001 SALARY LEVELS

Par. 1 For the FY2001 fiscal year, the University will increase the salary rates outlined in Article XIV, Section 1, Paragraph 1 above by the same calculated percentage used to determine the percentage increase in the state appropriation for salary increments in the final approved budget for that fiscal year. This calculation shall include the final state-appropriated funds specified for “compensation increases” in personnel services (or any title that replaces and serves the same purpose of that budget line title) plus any university-appropriated matching personnel services funds specified and available for general salary increases to the entire campus. This increase shall be effective July 1, 2000.

SECTION 3 – ADVANCEMENT

Par. 1 Employees will move up to the midpoint rate at the end of their fourth consecutive year (4th year anniversary date) of employment in that classification and they will move to the maximum rate at the end of their sixth consecutive year (6th year anniversary date) of employment in that classification.

Par. 2 Except for a promotion within the promotional line, the employee’s pay level and advancement is determined by date of employment in the classification. Employees promoted within the promotional line will receive rates in accordance with the “Pay Level” of the employee’s pay at the time of the promotion. Example: A Cook’s Helper earning \$12.21 per hour who is promoted to a position of Cook will receive \$12.72 per hour. Any employee who accepts a position out of the promotional line will be paid Minimum Level wages for the new classification, but still must serve an additional probationary period in accordance with State Universities Civil Service System Statute and Rules.

Par.3 Lorado Taft shall be considered a separate campus for level advancement purposes and only seniority earned on the Lorado Taft campus shall apply. Holmes Student Center shall be considered a separate campus for level advancement purposes and only seniority earned on the Holmes Student Center shall apply.

ARTICLE XV **BENEFITS**

Par. 1 Employee benefits shall be granted in accordance with Board of Trustees Regulations. The implementation of the benefits shall be subject to the grievance procedure.

Par. 2 Employees required to work on Board or University designated holidays will receive the regular rate of pay plus one and one-half(1 ½) times the regular rate of pay for all hours worked. Employees’ regular working schedules will determine holiday employment.

ARTICLE XVI
NO STRIKE/NO LOCKOUT

SECTION 1 – NO STRIKE

Par. 1 During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

SECTION 2 – NO LOCKOUT

Par. 1 The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as result of a labor dispute with the Union.

ARTICLE XVII
ENTIRE AGREEMENT

SECTION 1 – DURATION/TERMINATION

Par. 1 This Agreement is effective upon ratification/approval of both parties and expires 11:59 p.m. June 30, 2003. No earlier than 90 days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

Par. 2 Upon request by either party, Article XIV – Wages will be reopened for negotiations on the anniversary dates of this Agreement (July 1, 2001 and July 1, 2002). Upon formal notification received no earlier than 90 days prior to the anniversary date, either party may initiate such wage reopener negotiations.

SECTION 2 – AUTHORITY

Par. 1 This Agreement shall not supersede:

- 1) Applicable Federal and State laws as such laws may become amended from time to time;
- 2) Rules of Federal and State agencies which have the force and effect of law; as such may be amended from time to time;
- 3) Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; except as expressly provided for in this Agreement;
- 4) Policies, procedures and provisions of employment as established by Northern Illinois University as such may be amended from time to time; except as expressly provided for in this Agreement.

Par. 2 This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this


Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

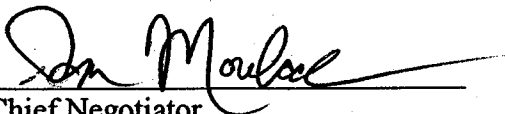
Par. 3 Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

Acceptance by the Parties

In witness whereof, the parties hereto have executed this Agreement by their duly authorized officers and representatives this 9th day of September, 1999.


NORTHERN ILLINOIS UNIVERSITY


Associate Vice President for
Administration & Human Resource Services


Chief Negotiator

Date: 9/9/99

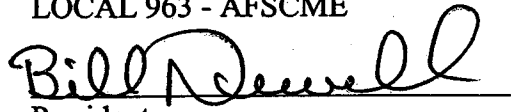
BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

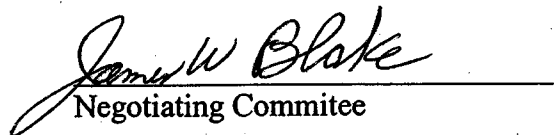

Chairman



Secretary

Date: 9/10/99

LOCAL 963 - AFSCME


President


Negotiating Committee


Negotiating Committee


Negotiating Committee

Negotiating Committee


Council 31 Staff Representative

Date: 12-9-99