




**MEMORANDUM**

To: Rick Surber, Staff Representative  
AFSCME Council 31

From: Jesse Perez, EdD, JD   
Director of Employee and Labor Relations

Date: December 21, 2023

Re: Step 3 Grievance Response, re Overtime

This memorandum is in response to the step three grievance that was filed by the American Federation of State, County, and Municipal Employees, Local 1890 (the “Union”), on behalf of several bargaining unit members at Northern Illinois University (the “Employer”). As a result of the step three grievance meeting that was held on December 20, 2023, there was no finding of a contract violation.

**BACKGROUND**

In December, several bargaining unit members were denied the application of overtime by the payroll staff in Human Resource Services. According to the union, several members were owed daily overtime for a series of days. Instead, the members timesheets were corrected by payroll to reflect the current overtime policy, which is recognized by the newly approved collective bargaining agreement as the governing policy on the calculation of overtime. The University overtime policy does not recognize daily overtime for employees that are subject to the Flexible Arrangement Policy.

**APPLICABLE CBA PROVISION**

The union cited violations of the Article XII, Section 5(A), regarding Overtime, which states:

- (3) Bargaining unit members will be paid overtime in accordance with the University Policy (see Schedules, Hours and Overtime policy for more information).
- (4) Flex scheduling will not be utilized in a manner to deny an employee from being paid for previously worked Overtime.

**STEP 3 RESPONSE**

The main issue present is whether the bargaining unit members were in a position subject to the Flexible Arrangement Policy as it is applicable to the University Overtime Policy.

The collective bargaining agreement cites the University Overtime Policy as applicable to the bargaining unit members. Under the University Overtime Policy, “Employees that are working under Flextime arrangements are not permitted to be paid daily overtime.” Under the Flexible Arrangement Policy, “Flextime arrangements are available year-round **to all employees**, subject to the operational needs of [the] department.” Here, the grievants are in a flexible arrangement positions unless stated otherwise by their

department. When an employee is in a flexible arrangement position, overtime paid on daily basis is not available.

During bargaining, the union was provided a copy of the Overtime Policy changes that were pending approval by the University. The change to the policy was made to accommodate the existing NIU Flexible Arrangement Policy, which allowed employees to work a modified schedule. Under the Flexible Arrangement Policy, employees may work fewer days for a longer period on time each day, which may change from week to week. For this reason, daily overtime is not available to employees if their position is subject to the Flexible Arrangement Policy. Under the new contract, there is no agreement to calculate overtime on a daily basis. Instead, the parties agreed to apply the benefits of the flexible schedule and overtime policy that are applicable to the general campus workforce.

Because the grievants are in positions subject to both the Flexible Arrangement Policy and the Overtime Policy, and the union accepted the campus policy changes during contract negotiations, there is no violation of the agreement. This matter is considered closed and resolved by the Employer.