

## ARTICLE I - RECOGNITION

### Section 1

The Board of Trustees of the Community College District No. 525, Counties of Will, Grundy, Kankakee, Kendall, La Salle, Livingston, and Cook, State of Illinois (also known as Joliet Junior College), hereinafter referred to as the "Board" or the "Employer", hereby recognizes the National Conference of Firemen and Oilers, Local 7, AFL-CIO, affiliated with SEIU, hereinafter referred to as the "Union", as sole and exclusive bargaining agent for all employees in classifications listed in Article XIII of this agreement, regardless of membership in the Union, with the exception of temporary (not to exceed forty-five (45) continuous work days of employment) workers, student workers, and employees who are in positions of supervision from foreman on up. The Board acknowledges its intent to assign necessary overtime work to full-time employees as equitably as possible over a reasonable period of time by seniority and the minimum ability to perform the job and not to utilize part-time or temporary employees in lieu of full-time employees.

### Section 2

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities delegated to it by the laws of the State of Illinois, and through its chief administrative officer reserves final authority in all assignments. To this end, the Board Manual of Policies will include items not covered by this contract, which policies shall be consistent with the provisions of this agreement. The parties acknowledge that during the negotiations which resulted in this agreement each had opportunity to make demands and proposals with respect to matters within the scope of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement; therefore, the Board and the Union for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplations of either or both parties at the time they negotiated or signed the agreement.

### Section 3

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties agree it is their intent to recognize past practices and the appropriate support for such past practice is the grievance procedure.

### Section 4

The Board on its own behalf and on behalf of the electors of the district hereto retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by administrative directives, the law, and constitution in the State of Illinois and of the United States of America.