

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between  
The Board of Trustees  
for and on behalf of  
NORTHERN ILLINOIS UNIVERSITY**

**and**

**NIU INSTRUCTORS' UNIT,  
LOCAL 4100 OF THE UNIVERSITY PROFESSIONALS  
OF ILLINOIS, AFT, IFT, AND AFL-CIO**

**July 1, 2011 - June 30, 2016**

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## **PREAMBLE**

It is the intent of the Board of Trustees and the Union to promote the quality and effectiveness of education in the Board of Trustees System and to promote high standards of academic excellence in all phases of instruction. The Board and Union also recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

## DEFINITIONS

### **Performance by Designee**

Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.

### **Titles or Heading or Placement**

Any titles or headings that are inserted solely for convenience or reference shall not be deemed to limit or change the meaning, construction, or effect of any provision of this Agreement.

### **Whenever Used in This Agreement:**

1. *Academic term* shall mean a semester.
2. *Board* shall mean Board of Trustees of Northern Illinois University legislatively created to “provide for the management, cooperation, control, and maintenance of the Northern Illinois University” (110 ILCS 685/300-1 et seq.). To the extent provided by the Illinois Educational Labor Relations Board (IELRB), the term "Board" shall also refer to any successor agency of the Board of Trustees of Northern Illinois University as designated in the legislative action noted above.
3. *Chapter President* shall mean the President of the Northern Illinois University subdivision of the Instructors’ Unit -- UPI Local #4100.
4. *Credit Hour* shall mean a unit of academic credit assigned by the University in the College Catalog.
5. *Credit Unit Equivalency (CUE)* shall mean the credit which faculty members receive toward workloads for each instructional or non-instructional assignment.
6. *Days* shall mean calendar days unless otherwise specified.
7. *Department* shall mean the University department, division, unit, or other organizational entity in which an employee is primarily employed.
8. *Department Chair* shall mean the person immediately responsible for the University department, division, unit, or other organizational entity in which a bargaining unit member

is primarily employed.

9. *Employee* shall mean a member of the bargaining unit described in definition 11.
10. *Grievance* shall mean a complaint that is properly presented in full compliance with Article 10.
11. *Instructors*, unless specified otherwise, shall mean all faculty members of the bargaining unit in the ranks of Faculty Assistants, Instructors, and Lecturers who currently hold temporary appointments of 50% or more of a normal faculty appointment at IELRB certification (see Article 1 - Recognition).
12. *Intercession* shall be defined in accordance with the academic calendar as that period of time following the conclusion of the spring semester and prior to the beginning of the summer session.
13. *Program need* shall mean any and all administrative determinations with respect to curricular requirements, student demand, projected enrollments, courses to be offered, staffing needs, hiring priorities, instructional and other assignments, and budgetary control, as well as any and all aspects of management rights which are encompassed under Article 13. Determinations related to *program need* shall be made by the respective Department Chair.
14. *State Universities Retirement System (SURS)* shall mean the retirement system established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such employees" approved on July 21, 1941, as amended.
15. *Summer session* shall be defined in accordance with the academic calendar as that scheduled academic period during which instructional activities are afforded in an accelerated format during the months of June, July, and August.
16. *Transfer* shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.
17. *Union* shall mean the University Professionals of Illinois, NIU Instructors' Unit, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.
18. *Union Officials* shall mean the President, Vice President, Secretary, Treasurer, Chief Negotiator, UPI Executive Board Officer, and Grievance Officer for the NIU Instructors' Unit, Local #4100.
19. *Union President* shall mean the President of the UPI Statewide Faculty Local #4100.

20. *University* shall mean Northern Illinois University or any successor name for Northern Illinois University.
21. *University President* shall mean the chief administrative officer of Northern Illinois University.
22. *University Provost* shall mean the chief academic officer of Northern Illinois University.

## **Article 1**

### **RECOGNITION**

Northern Illinois University, pursuant to authority vested in it by the Board of Trustees, shall be considered the Employer. The University, as Employer, shall recognize the University Professionals of Illinois (UPI), Local #4100, as the exclusive bargaining representative for all persons in the bargaining unit. As defined in the Illinois Education Labor Relations Board certification (see Appendix A), the bargaining unit

Includes: All full-time faculty members in the ranks of Faculty Assistants, Instructors, and Lecturers who currently hold temporary appointments of 50% or more of a normal faculty appointment, including employees who devote 50% or more of their working time to non-instructional duties at Northern Illinois University.

Excludes: Retirees who have been rehired as temporary faculty, faculty who are employed exclusively at off-campus sites, faculty employed at the College of Law, faculty who are employed for less than two calendar quarters, faculty who have been offered regular continuing appointments conditioned on their obtaining a necessary visa or on completion of their work for a degree, persons employed part-time but who are full-time graduate students (nine credit hours or more per semester), employees whose salaries, benefits and other working conditions are specified in governmental grants, all other statutorily excluded persons (supervisors, managerial, confidential and short-term employees, students, and any others excluded by statute).

Nothing contained in this Agreement shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives from meeting with any individual or organization to discuss any matter. The specific and express terms of this Agreement, however, shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

## **Article 2 CONSULTATION**

Both parties recognize the importance of continued discussions on topics pertinent to the administration of this Agreement or any other mutually agreeable matters. Such dialogue is consistent with the intent of establishing a harmonious working relationship that should serve to facilitate the achievement of common objectives, promote high standards of academic excellence, and support an environment conducive to the effective delivery of a high quality education.

Consultation is a process by which each party is afforded an opportunity to professionally present ideas, create possible solutions, and express opinions on mutually selected topics. Such process carries with it no authority to alter or ignore the terms of this Agreement and shall not constitute or be used for the purposes of negotiation or discussion of grievances.

Such process carries with it a responsibility by both parties to meet on a periodic basis as requested or prescribed below. Accordingly, both parties agree to the following:

- 1) The Union Chapter President and the University Contract Administrator shall meet periodically for the purpose of discussing matters relevant to the administration of this Agreement or any other mutually agreeable topics. Upon mutual agreement, both parties may invite such other persons as deemed necessary for the proper discussion of mutually selected topics. Such meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.
- 2) The Northern Illinois University Provost and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.
- 3) The Vice President for Administration and Human Resources (or designee) and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing mutually agreeable matters related to the Instructors' bargaining unit. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, and at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.



## **Article 3 EMPLOYMENT**

### **3.1 Appointment Letters**

Prior to employment at the beginning of the University's academic year/term, each employee shall receive an individual appointment letter. The appointment letter shall indicate the following:

- (a) the type and period of appointment, including the beginning date and ending date;
- (b) the basic monthly salary of the employee for the term of the appointment;
- (c) the employee's title;
- (d) that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable Collective Bargaining Agreement.

Any modification in the employee's terms of appointment will be reflected in a revised letter that will be issued to the employee.

### **3.2 Instructor Appointments**

- a. All appointments of Instructors shall be contingent upon program need, funding availability, and professional qualifications. All decisions relevant to program need, funding availability, and professional qualifications will be made by Department Chairs. Decisions regarding the qualifications of current Instructors who seek consideration for possible new assignments shall be made in consultation with the affected Instructor.

In determining qualifications to teach specific courses or perform other instructional duties, Chairs shall give highest priority consideration to whether an Instructor (a) possesses a graduate degree in the specialty area to be taught, or in the work to be performed if a graduate degree is relevant to that work and (b) has successfully taught the courses or performed the duties during the past four years. Courses taught and duties performed at NIU shall be given priority over courses taught and duties performed at other institutions.

It shall be assumed that Instructors who have previously taught courses or performed duties at NIU did so successfully unless their annual evaluation letters contain explicit statements indicating that they have not done so. Instructors who have previously taught courses or performed instructional duties at other institutions must provide some evidence that they have done so successfully. This evidence can include, but is not limited to, student evaluations of their teaching or written comments from supervisors about their performance of other duties.

- b. If no member of the bargaining unit has the qualifications to fill a position required by program need, a Department Chair may offer an Instructor appointment to a non-bargaining unit member.
- c. Any Instructor who receives an annual evaluation of unacceptable (evaluation score = 1) shall not be eligible for reappointment. Additionally, any Instructor who receives two annual evaluations of below average (evaluation score = 2) in any three-year period shall not be eligible for reappointment. All evaluations of 2 (below average) shall require a Remediation Plan in accordance with Article 7.11.
- d. All members of the collective bargaining unit will be issued contracts of not less than 9-months' duration and any contracts for less than 9 months will be changed to 9 months. In those cases in which uncertainty over future funding or enrollment prevents NIU from making a firm commitment to a full 9-month contract, the contract shall include the following language allowing for early termination depending on program needs:

This contract is subject to termination as of December 31, 20\_\_ in the event that the Department Chair determines that program needs do not warrant continuation of the position beyond the initial 4.5-month period. In the event that this provision is exercised by the Department Chair, notification shall be provided to the Instructor no later than the Friday before the scheduled finals week of the given fall semester.

Determinations related to "program need" with respect to the exercise of the contingency clause shall be made by the respective Department Chair.

### **3.3 Declaration of Interest**

- a. By **February 15** of each academic year, Instructors shall notify in writing the Chair of the Department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available appointment for which they are qualified.
- b. If an employee's address and/or phone number changes between February 15 and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the Department Chair in writing of that change.
- c. By **March 15**, the Department Chair shall develop a listing of all Instructors wishing to have employment in the department in the subsequent academic year, provided that evaluations conducted in accordance with Article 7.2, make them eligible to be considered for reappointment.

### 3.4 Academic Year Appointments

- a. All Instructors with declared interest and eligibility for appointment during the subsequent academic year shall be placed on the primary roster, on the secondary roster, or in the employment pool. The rosters and the pool shall be created in a manner described below.
- b. All Instructors on the **primary roster** will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (a) five or more years of NIU service at 50 percent or more time and (b) three above average evaluations or better during the last three years. Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the primary roster shall receive notification of their rehiring status on or before **May 1**.
- c. All Instructors on the **secondary roster** will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (a) two or more years of NIU service at 50 percent time or more and (b) three average evaluations or better during the past three years (two consecutive evaluations of average or better in the case of Instructors first entering the secondary roster). Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the secondary roster shall receive notification of their rehiring status on or before the **June 1**.
- d. The provisions to change the notification dates for the primary and secondary rosters shall be limited to the second and third years of this contract (FY13 and FY14). During the spring of 2014, representatives of NIU and UPI will meet to determine whether these provisions should be continued or suspended for the remaining two years of the contract (FY15 and FY16).
- e. Instructors or Faculty Assistants who are not on the primary or secondary roster shall be included in an employment pool. To be in this pool, employees can have (a) any number of years of NIU service and (b) any combination of annual evaluations except those that would disqualify them for rehiring. Department Chairs will consider prior evaluations of employees' performance in making hiring decisions. Notification will be as soon as possible. Individuals without prior service at NIU may be included in the employment pool.
- f. Use of Rosters and Pool
  - (1) When determining to whom to offer an appointment, the Department Chair shall give first preference to employees whose names are on the primary roster, second priority to those on the secondary roster, and third consideration to those in the employment pool. All appointments are

subject to the conditions of Section 3.2 of this Article. Subject to program need and Instructor qualifications, the Instructors will be re-hired from primary and secondary rosters on a full-time basis (unless otherwise specified in the Instructor's most recent Declaration of Interest) before proceeding to the next qualified Instructor in the order on the roster.

- (2) Subject to the conditions of Section 3.2 of this Article, employees with identical mixes of evaluation scores within the same roster will be hired in order of in-unit service at the University.

At their January meetings, Chair and Instructors of each department shall agree on procedures to be used in the event that the hiring order of Instructors on the primary and/or secondary rosters cannot be determined because two or more Instructors on the same roster have identical total evaluation scores and identical lengths of in-unit service at the University. These procedures shall be committed to writing and disseminated to all affected parties no later than February 15. These decisions apply only to the subsequent academic year. If the Chair and the Instructors in a given department cannot reach agreement on how ties in the hiring order are to be broken, the available assignments will be divided equally between or among the Instructors with tied evaluations and seniority. If one or more assignments cannot be distributed equally among the affected Instructors, lots will be drawn to determine which Instructor(s) will receive the extra assignments.

- (3) Years of service are determined on the basis of the number of academic years of service that will have been completed prior to the start of the next academic year. For example, Instructors completing their second consecutive academic year of in-unit service would be placed on the secondary roster, assuming their evaluations allow for such placement. This is equivalent to four consecutive semesters of service, excluding summer and intersession terms. Rosters are compiled in late spring to govern rehiring decisions for the following academic year.

The following examples for Instructors with appropriate evaluations and no breaks in service are consistent with this Agreement:

<b>Initial Employment</b>	<b>Secondary Roster Placement</b>	<b>Primary Roster Placement</b>
Fall 2010	Spring 2012	Spring 2015
Spring 2011	Spring 2013	Spring 2016
Fall 2011	Spring 2013	Spring 2016
Spring 2012	Spring 2014	Spring 2017
Fall 2012	Spring 2014	Spring 2017
Spring 2013	Spring 2015	Spring 2018
Fall 2013	Spring 2015	Spring 2018
Spring 2014	Spring 2016	Spring 2019

Other situations will be governed by the appropriate sections of the Agreement.

- (4) For each academic year, evaluation scores comprising the evaluation mix shall be derived from the three academic years immediately preceding the academic year in question (two in the case of Instructors first entering the secondary roster). In cases where a break in service has occurred, the three most recent evaluation scores shall be considered to comprise the evaluation mix.

Instructors on either roster who receive an annual evaluation of 2 (below average) shall be removed from the roster and placed in the employment pool for the following year.

- (a) If an Instructor is removed from the primary roster and placed in the employment pool upon receiving a below average evaluation, and then receives an evaluation of 4 (above average) or 5 (outstanding) for the following year, this Instructor will be placed on the secondary roster. If this Instructor then receives a second consecutive 4 or 5, he/she will be returned to the primary roster.
- (b) If an Instructor is removed from the secondary roster and placed in the employment pool upon receiving a below average evaluation, and then receives an evaluation of 4 (above average) or 5 (outstanding) for the following year, this Instructor will be placed on the secondary roster. Subsequent roster placement shall be determined by the rules in Section 3.4 above.

An Instructor who is placed on the primary roster as per Section 3.4b above and who then receives an annual evaluation of 3 (average), shall, if the new evaluation of 3 causes the sum of the three most recent evaluations to fall below 12, be placed on the secondary

roster. This Instructor will remain on the secondary roster until the subsequent total of his/her most recent three evaluations is 12 or more (or until a below average evaluation disqualifies him/her for placement on either roster as described above).

**Examples of Evaluation Scores Appropriate for the Different Rosters**

<u>Primary Roster</u>	<u>Secondary Roster</u>
555	55
554	54
544	53
444	533
553	443
543	44
	43
	433
	333
	33

- (5) All offers of appointment shall be conveyed in writing by the appropriate College Office to the Instructor’s home address (subject to Section 3.3b of this Article). Employees shall have ten (10) days from the date of the offering letter to respond to offers made on or before June 1 as defined by the academic calendar. Offers of appointment that are made after this date, but prior to July 16, shall have a three-week response time. Offers made after July 15 will contain a specific deadline for written response.

If an Instructor fails to respond to an offer in the required time, the College may offer the position to the Instructor next in line for the position, subject to the conditions of Section 3.2 of this Article. An Instructor on the primary roster who so fails to respond shall be considered along with members of the secondary roster for any subsequent positions, and an Instructor on the secondary roster shall be considered along with members of the employment pool for any subsequent positions. The College (or its designee) may, at its sole discretion, extend the response deadline to any Instructor.

- (6) Temporary appointments shall be for a specific period of one academic year or less. There shall be no presumption of renewal or extension of temporary appointments. Each temporary appointment is a separate, non-continuous appointment.

**3.5 Optional Three-Year Appointments**

Optional single, renewable three-year appointments may be issued to eligible bargaining unit employees at the sole discretion of the appropriate College Office. These three-year appointments may only be issued to bargaining unit employees who satisfy all of the following eligibility requirements below:

- 1) Must be on the primary roster, as defined in Section 3.4b of this Article
- 2) Must have evaluation scores of 4 (Highly Satisfactory/Above Average) or 5 (Outstanding) for each of the past three years

If an evaluation score of 3 (Satisfactory/Average) or below is issued at any point during the three-year appointment term, the appointment term shall automatically be converted to the standard one-year appointment and subject to all other provisions contained in Article 3.

Three-year appointment letters shall include language for withdrawal of such appointments, upon notification by the appropriate College Office, in the instances of budget shortfalls or enrollment declines, or if the responsibilities of the position are assigned to tenured or tenure-track faculty.

### **3.6 Failure to Notify**

If the University fails to notify Instructors who are placed on the primary or secondary rosters of their reappointment status for the next academic year on or before the applicable dates for those individuals as stated in Sections 3.4 of this Article, then these Instructors shall be offered appointments for the next academic year at the same or higher percent time as the current academic year. Failure to notify Instructors who are placed in an employment pool of the status of their rehiring shall not result in any obligation to hire these Instructors for the next academic year.

### **3.7 Board Regulations**

- a. In accordance with Board of Trustees' Regulations, persons who are on the secondary roster or in the employment pool shall "be limited to no more than five (5) consecutive full-time temporary appointments." However, the President may authorize an extension of these limits on a case-by-case basis upon request with justification by the University Contract Administrator. The President for the University is authorized to make such appointments in accordance with Board Regulations and as necessary and justified by prudent financial management and/or program need. The title of Faculty Assistant will not be subject to the five-year rule. For purposes of calculating service time as influenced by the five-year rule, the date of August 16, 1994, shall be considered the in-service date for all members of the bargaining unit carrying the title of Instructor.
- b. Employees who are affected by the five-year rule but are otherwise eligible for employment may not be re-appointed for more than 75 percent time (or equivalent) during the very first semester after they have completed five (5) consecutive years of full-time employment at the University.

- c. Employees who have their appointments reduced to 75 percent time (or equivalent) as a result of the five-year rule shall not lose their seniority because of their reduced appointments. Moreover, service during the academic year in which these reduced appointments occur shall be counted toward seniority in the same manner as if the reductions had not occurred.
- d. All appointments that are served while Instructors are on the primary roster shall not count against the five-year rule. Moreover, appointments served while employees are on the primary roster shall be treated the same as any other break in consecutive years of full-time service regarding the subsequent applicability of the five-year rule.
- e. Section 3.7 of this Article shall remain in effect only as long as the University Board of Trustees retains the five-year rule as a Board Regulation pertaining to Instructor appointments falling within the bargaining unit.

### 3.8 Miscellaneous Provisions

- a. Breaks in Service

A break in service occurs when an Instructor ceases employment and leaves the University. Transfers out of the Bargaining Unit that maintain employment at the University are not considered breaks in service and are governed by Article 8 (Transfer). For purposes of determining years of service, any break in service of four consecutive semesters (excluding Summer) or less shall be ignored, with applicable previous service and seniority maintained as if no break had occurred. Breaks in service of greater than four consecutive semesters (excluding Summer) shall be interpreted as initiating a new period of employment with no credit for service or seniority given for employment occurring before the break began.

**To be eligible for rehire**, Instructors must notify their Department Chair in writing by February 15 that they wish to be considered during the subsequent academic year for any available appointment for which they are qualified under the Collective Bargaining Agreement.

- b. Visiting Faculty Appointments

In accordance with NIU guidelines, individuals who meet NIU Board of Trustees and academic department criteria for appointment at the rank of Assistant Professor, Associate Professor, and Professor may be appointed to a non-tenure track position in a "Visiting" capacity. Individuals who receive Visiting appointments must possess the appropriate terminal degree for the discipline. Visiting appointments have an anticipated term of one year or less.

Visiting Faculty may be **excluded** from the Instructors' bargaining unit under one of the following conditions:



- 1) Replacement for a specific tenured or tenure-track faculty member temporarily on leave;
- 2) To fill a tenure-track position pending completion of a search;
- 3) Hiring a scholar, artist, or professional with special expertise or acclaim;
- 4) Exclusions cited in IELRB Case #92-RC-0029-C.

To remain excludable from the Instructors' bargaining unit, a Visiting Faculty appointment exceeding two years in duration must involve duties that include specialized research and service expectations associated with the ranked faculty appointments of Assistant, Associate, or Full Professor. Visiting Faculty appointments (excluded from the bargaining unit) should not exceed two years.

When a Visiting Faculty appointment does not meet the exclusionary conditions described above, the Instructor designation should be used instead. Teaching loads for Visiting Faculty that would result in a 50 percent or greater appointment will be considered to qualify the individual for inclusion in the bargaining unit after the second year of employment as long as these appointments are also consistent with the unit description. The title for individuals in these situations would then change to "Instructor," although the University may allow them to continue to use the nomenclature "Visiting Professor" in correspondence and curriculum vitae.

By September 15 of each year, NIU will inform UPI of any Visiting Faculty appointments of 50% time or more that are excluded from the bargaining unit by the above criteria.

The provision to extend Visiting Faculty Appointments for up to two years before a Visiting faculty member is included in the bargaining unit is limited to the second and third years of this contract (FY 13 and FY 14). During the spring of FY14, this provision will expire unless both NIU and UPI agree to continue it.

**Article 4**  
**PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

**4.1 Assignment of Duties**

- a. The workload obligations of an Instructor may consist of classroom teaching, laboratory support, field supervision, other related duties, or some combination of these. The obligations of a particular employee will be specified in her/his letter of employment or job description.
- b. A full-time workload shall consist of twelve credit hours per semester, plus or minus one. The expectation is that the vast majority of Instructors will typically have full-time workloads of twelve credit hours per semester. Twelve credit hours will also be the standard for determining percent time appointments below eleven credit hours, as well as for determining overloads above thirteen hours.
- c. In assigning specific courses or other instructional duties as part of workloads, Chairs shall first assign specific courses or instructional duties to Instructors who have successfully taught those courses or successfully performed those duties during the past four years. Courses taught and duties performed at NIU shall be given priority over courses taught and duties performed at other institutions.
- d. The University and Union shall work together to develop guidelines for Credit Unit Equivalencies (CUE). These guidelines are used to equate the work involved in non-instructional duties with that involved in classroom teaching (see current CUE Guidelines in Appendix A).
- e. After January 1 and prior to April 15 of each academic year, either party to this Agreement may recommend specific changes to the Credit Unit Equivalency document (Appendix A). Both parties agree to discuss these recommendations with appropriate representatives from the relevant academic departments. Joint approval by both the Union and University shall be required before any change to this Credit Unit Equivalency document is authorized and implemented.
- f. All Instructors involved full-time in direct instruction shall maintain a schedule of four office hours per week. Part-time Instructors shall maintain a schedule of at least one office hour each week per every 3 CUEs of instruction. Office hours shall be scheduled to allow reasonable access for students and shall be posted. With adequate posting and notification, one office hour per week may be scheduled on-line in lieu of traditional office time.
- g. As part of their normal workload and consistent with the CUE document, Instructors are required to attend all departmental and organizational meetings that are relevant to their duties as determined by the Department Chair. As is similarly requested of other faculty in the Department, Instructors may be required to meet administrative

deadlines for submitting routine documents.

- h. In the event that written curricular standards are established by a Department (including courses that are part of a sequence and that include multiple sections), the written departmental curricular standards for each course that is assigned will be provided to the Instructor at least one week prior to the start of the term in which the Instructor first teaches the course, or at the beginning of the academic term when such standards are changed. If the course requires specific methods of delivery, common course elements or topics, such as centrally-developed exams or assigned test dates, specific topics and materials, etc., these materials and this information will also be provided to the Instructor. The Department Chair shall have the ability to ensure that the curricular standards are met and any required specific methods of delivery are used by the Instructor.
- i. Ordinarily, there shall be no service or scholarship components of the workload obligations of an Instructor. College or Departmental requirements for professional development shall be consistent with the CUE guidelines.
- j. If an Instructor is appointed to perform duties which, after completion of the appointment process, are canceled or otherwise not scheduled, the Chair shall have the right, after consulting with the Instructor, to assign alternative duties consistent with the CUE guidelines and Article 4.

#### **4.2 Professional Meetings/Conferences and Work-Related Travel**

- a. Instructors may request to attend conferences or meetings associated with their professional positions at the University. Upon approval and as designated by the appropriate Chair and/or Dean, employees may be provided release time and/or full or partial reimbursement for expenses in connection with these approved professional activities including professional development activities related to college accreditation guidelines. Written authorization and approval of expenses should typically be provided **prior** to attendance at such conferences or meetings.
- b. Employees may be required at times to attend conferences or meetings directly associated with their professional positions at the University including professional development activities related to college accreditation guidelines. The Instructor may request written confirmation of any such requirement. In accordance with other University policies on this topic, employees shall be reimbursed for expenses directly related to this required assignment. Such requirement and approval of expenses should typically be provided in writing **prior** to attendance at such conferences or meetings.

### **4.3 Release Time**

- a. The Provost may grant an Instructor release time from workload obligations to perform University service. If release time is granted, the Provost shall determine the value of the University service in terms of credit units. These credit units will count toward the employee's obligations specified above.
- b. Instructor is assigned to work on an externally funded grant or contract as part of his/her employment, the employee may request the Provost to exclude such work from the employee's assigned obligations specified above. If the work is not excluded, the Provost shall determine the value of such work in terms of credit units. These credit units will count toward the employee's obligations specified above.

### **4.4 Overload**

#### **a. Voluntary Overloads**

Assignments of duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six (6) credit hours if appointment is during the summer session shall first be offered on a voluntary basis. Voluntary overloads shall be compensated at or above the minimum rates specified in Article 20. Nothing in Article 4 shall preclude an Instructor from voluntarily assuming, without compensation, the professional responsibilities of another faculty member.

#### **b. Involuntary Overloads**

Acceptance to teach an additional course beyond a full workload shall be on a voluntary basis. However, if program need exists or emergencies arise which cannot be met through voluntary acceptance, Instructors may be required to perform duties in excess of the full-time workloads specified in Section 4.1 of this Article or in excess of six credit hours if appointment is during the summer session. Involuntary overloads shall only include those duties which can normally be assigned to the specific Instructor's position. Involuntary overloads that are performed for an entire semester or entire summer session shall be compensated at or above the minimum rates specified in Article 20. Assignment of involuntary overload shall not exceed twenty-five percent (25%) of the full-time workloads specified in Section 4.1 of this Article.

#### **c. Short-Term Assignments**

If an Instructor is voluntarily or involuntarily assigned to perform the duties of another faculty member for part of a semester or the summer session, the Instructor shall receive compensation prorated for the period of assignment as specified in Article 20.

- d. To preserve the integrity of academic programs and the quality of education at NIU, Instructors cannot be hired for more than full-time plus 3 CUEs without the express written permission of the Provost Office (see Regulations of the Board of Trustees, Section II, Subsection B, Point 2).
- e. All overload assignments shall be accompanied by an appointment letter that includes the beginning and ending dates of the appointment as well as the monthly compensation for the period of the appointment.
- f. Except for emergency appointments that are made to replace other Instructors or to staff additional courses or sections that are added late to accommodate a surge in student demand, payments for overload appointments shall be made on the same schedule as an Instructor's full-time appointment.

#### **4.5 Outside Employment**

- a. Instructors must obtain the express written approval of the Provost prior to the acceptance of outside employment involving research or consulting services to non-governmental agencies, in accordance with the University Faculty Research and Consulting Act (110 ILCS 100/0.01 et seq., effective September 16, 1969, and as revised in 1976), including the submission of an annual report stating the actual amount of time spent in such activity (see current Request/Reporting form in an Appendix).
- b. Employment or services provided outside of those activities supported by University funds shall not encroach upon the employee's primary responsibilities and obligations to the employer. If the Department Chair determines that outside employment activities interfere with an employee's responsibilities and obligations, the Department Chair may ask for a clarification of all outside activities and consult with the employee regarding such conflict.
- c. The University shall consider professional development requirements when administering or enforcing this section.

#### **4.6 Summer Session Appointments**

- a. Summer school contracts shall be separate and distinct from academic year appointments. In other words, employment during the academic year carries no presumption that an Instructor will be offered a contract to teach during the summer session. The academic year provision to re-hire Instructors on a full-time basis according to their order on the primary and secondary rosters before re-hiring lower ranking Instructors on those rosters shall not apply to Summer Session Appointments.
- b. Summer school contracts will carry contingencies based on minimum enrollment requirements that are set by the University.

- c. Tenured and tenure-track faculty members will be given the highest priority in granting summer session appointments. Subject to program need, Instructors who taught during the immediate preceding academic year will be considered for summer session appointments along with Visiting Professors and graduate assistants.
- d. Instructors who are interested in teaching summer school shall notify their Departments Chairs in writing of their interest on or before **December 1** of the respective fiscal year in which the summer school appointment would begin.

Subject to the priorities in the preceding section, as well as program need, funding availability, and professional qualifications, Department Chairs shall use the roster system to determine the priority order in which interested Instructors may be offered summer school contracts. In following the roster system, however, no Instructor in any department shall be offered a second summer school course until all qualified Instructors in that department who are interested in teaching summer school are offered one summer school course.

#### **4.7 Intellectual Property**

The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports efforts of employees and students to develop products, inventions, and other forms of intellectual property. It is also recognized that the Board, through the University, has certain rights and interests under Federal and State law with regard to intellectual property developed by employees and students. Such intellectual property includes inventions, products, computer software, literary and artistic works. The rights and responsibilities of Instructors regarding intellectual property shall be governed by appropriate policies adopted by the Board and the University as applied to other University employees.

#### **4.8 Distance Learning**

The rights and responsibilities of Instructors regarding online courses, hybrid or blended courses (face-to-face plus instructional) and distance learning courses (taught at one location but also transmitted to another location) shall be governed by the same policies adopted by the Board and/or the University that apply to other instructional staff (see also Article 4.7 above for Intellectual Property). (See Academic Policies and Procedures, Intellectual Property Policy, Section II, Subsection E, IV and Subsection b).

## **Article 5**

### **ACCREDITATION AND CERTIFICATION**

Instructors take seriously their professional responsibilities to maintain currency in their respective fields, to meet accreditation and/or certification requirements that apply to them, and to provide the highest possible quality of education for NIU students. More specific accreditation and/or certification requirements which apply to Instructors in NIU's various Colleges and Departments are listed below.

#### **Business**

(See attached Memorandum of Understanding in the Appendix.)

#### **Education**

Instructors who are assigned to supervise pre-clinical or student teaching in the College must be certified by the State of Illinois in the same area in which their students are pursuing certification, e.g., Instructors supervising students in special education must be certified by the State in special education. Additionally, Instructors who supervise pre-clinical or student teachers in the area of reading must have previously taught courses in reading for three years.

#### **Kinesiology and Physical Education**

Instructors who are assigned to any field experiences in athletic training must hold current certification from the National Athletic Trainers Association (NATA).

#### **Engineering**

Instructors who teach in the accredited programs of the College must have at least a Master's degree in Engineering or Engineering Technology plus 3 to 5 years of relevant industrial or academic experience.

#### **Nursing**

Instructors who teach nursing courses must have at least a Master's degree in Nursing, be licensed as a Registered Nurse in the State of Illinois, and have clinical experience in the area of nursing that they are assigned to teach. In addition, Instructors assigned to graduate level internship courses in Advanced Practice Nurse specializations must be certified and licensed as Advanced Practice Nurses by the State. Instructors who are assigned to undergraduate clinical courses must be certified in Cardio Pulmonary Resuscitation (CPR) techniques and have all immunizations required by the School of Nursing and Health Studies' affiliation agreements with clinical agencies.

## **Article 6**

### **PERSONNEL FILES**

#### **6.1 Personnel Files**

Each Academic Department shall maintain an official personnel file for each employee of that Department. The personnel file shall contain all written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 10 of this Agreement, and other materials pertinent to the employee's professional performance. After the initial appointment, all materials shall be date stamped when placed in the file. With the exception of standard hiring/personnel documents used in the rehiring process, the employee shall be notified whenever new materials are added to the file, unless these new materials are submitted by the employee or are routinely distributed to the employee at the time of their inclusion in the employee's personnel file (e.g., summaries of student evaluations or letters of offering). Anonymous individual comments shall not be placed in the personnel file.

#### **6.2 Written Evaluations**

All written evaluations contained in the personnel file shall be signed, except the summaries of students' numerical ratings.

#### **6.3 Employee Access**

Except as hereinafter noted, within one work day following a written request, an employee at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept, under such conditions as are necessary to safeguard the integrity and safekeeping of the file. An employee may not examine confidential materials submitted in connection with the employee's initial appointment. Unsolicited but signed comments from students and solicited evaluations from outside agencies, schools, or hospitals may be viewed by the employee. Names and other identifying information may be deleted.

#### **6.4 Employee Right to Respond**

An employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any non-confidential materials in the personnel file.

#### **6.5 Access for Former Employees**

In accordance with University policies, including any records retention policy, an employee who has ended her/his employment at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to safeguard the integrity and safekeeping of the file. Confidential materials submitted in connection with the employee's initial appointment may not be examined.



**Article 7**  
**EVALUATION, EVALUATION CRITERIA**  
**AND PROGRESSIVE DISCIPLINE**

The Board of Trustees and the University are responsible for evaluating the performance of employees. The purposes of evaluation are to maintain the highest quality of education through input and feedback, to retain the highest quality faculty, to assess the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, to improve employee performance, and to determine roster placement.

**7.1 Annual Meeting**

By **January 31**, Department Chairs will conduct a meeting of all Instructors within their departments to discuss the required and optional materials to be used for the annual evaluation of performance during the calendar year. The procedures to be employed in obtaining optional information and materials shall be determined jointly by the Department Chair and the Instructors within the department. Relative weights given to evaluation materials and expectations of performance shall also be discussed at the meeting.

A written memorandum summarizing procedural matters will be sent by the Department Chair to all Instructors within the department. The Chair shall provide a copy of this memorandum to any new Instructors hired into the department after the annual meeting has been conducted.

**7.2 Annual Evaluations**

Chairs shall conduct annual evaluations of all Instructors within their departments. Annual evaluations shall include a review of the Instructor's performance during the previous calendar year (Spring; Summer if applicable; and Fall semesters) while appropriately reflecting the proportions of all assigned duties and responsibilities. Evaluations for new employees will be performed in a comparable manner for the semesters that they worked. Annual evaluations shall also include a summary assessment of the employee's performance during the past calendar year. This summary assessment shall be numerically designated as (1) unacceptable, (2) needs improvement/below average, (3) satisfactory/average, (4) highly satisfactory/above average, or (5) outstanding. Fractional values for ratings as described above are not to be used.

Instructors should receive annual evaluations from their Department Chair no later than **March 15** of the year following the evaluation period. One copy of the evaluation shall be signed by the employee and placed in the personnel file of the employee with a second copy of the evaluation to be given to the employee. At the employee's request, the Chair will provide time to discuss the annual evaluation.

a. Classroom Teaching

In conducting annual evaluations of Instructors who provide classroom teaching, Department Chairs shall take into account:

- (1) Annual Service Reports (see Appendix);
- (2) Quantitative Student Evaluations obtained under standardized procedures;
- (3) Course-related materials (e.g., syllabi, handouts, reading lists, exams, quizzes) for which the employee is responsible;
- (4) Unsolicited written and signed student comments;
- (5) Other performance criteria jointly developed at the annual meeting.

b. Laboratory Support

In conducting annual evaluations of Instructors who provide laboratory support, Department Chairs shall take into account the following:

- (1) Annual Service Reports (see Appendix);
- (2) Course-related materials (e.g., syllabi, handouts, reading lists, exams, quizzes) for which the employee is responsible;
- (3) Other performance criteria jointly developed at the annual meeting;
- (4) Supervisory evaluations obtained in accordance with procedures established by the department.

c. Field Supervision

In conducting annual evaluations of Instructors who provide student-nurse or student-teacher supervision, Department Chairs shall take into account the following:

- (1) Annual Service Reports (see Appendix);
- (2) Quantitative Student Evaluations obtained under standardized procedures;
- (3) Course-related materials (e.g., syllabi, handouts, project assignments, evaluation protocols, reading lists, exams, quizzes) for which the employee is responsible;
- (4) Unsolicited written and signed student comments;

- (5) Evaluations or written comments of supervision that are supplied by agency, school, or hospital personnel as requested by the Department Chair;
- (6) Other performance criteria jointly developed at the annual meeting.

d. Studio Instruction

In conducting annual evaluations of Instructors who provide applied/studio instruction, Department Chairs shall take into account the following:

- (1) Annual Service Reports (see Appendix);
- (2) Quantitative Student Evaluations obtained under standardized procedures;
- (3) Course-related materials (e.g., syllabi, handouts, reading lists, exams, quizzes) for which the employee is responsible;
- (4) Unsolicited written and signed student comments;
- (5) Assessment of progress by students in the major as determined by juried performances or other methods appropriate to the discipline;
- (6) Other performance criteria jointly developed at the annual meeting.

e. On-Campus Supervision

In conducting annual evaluations of Instructors who provide on-campus supervision of graduate interns or student Instructors, Department Chairs shall take into account the following:

- (1) Annual Service Reports (see Appendix);
- (2) Course-related materials (e.g., syllabi, handouts, reading lists, exams, quizzes) for which the employee is responsible;
- (3) Other performance criteria jointly developed at the annual meeting;
- (4) Supervisory evaluations obtained in accordance with procedures established by the department.

f. **Mixed Assignments**

In conducting annual evaluations of Instructors who provide clinical supervision other than student-nurse and student-teacher supervision or who perform a combination of classroom instruction, laboratory support, field supervision, or other appropriate duties, Department Chairs shall take into account the elements in Article 7.2 as relevant.

**7.3 Split Appointments**

In the event that an Instructor is appointed to more than one academic department, then separate evaluations shall be completed by the respective Department Chairs. Only the evaluation specific to a given department shall be applicable to the Instructor's roster placement or reemployment status for that department under Article 3 of this Agreement.

**7.4 Evaluation Materials**

Instructors shall submit their annual service reports and other relevant materials (see below) to their Department Chairs on or before **February 15**.

**7.5 Electronic Annual Service Report**

Colleges can require their Instructors to file electronically their annual service reports and other materials relevant to their annual evaluations. Electronic filing must be done in a format and through a medium approved by the College and the University. Colleges cannot require that service reports and other materials be filed electronically, however, unless Instructors in each Department of the College have been provided ready access to serviceable computers that are connected to the Internet and the Instructors have received sufficient training on how to use the University's electronic medium approved for this purpose.

In interpreting this provision, "ready access" shall mean that there is at least one desk-top computer dedicated to the use of every two Instructors in a given Department; "serviceable computers" shall mean ones that are generally equivalent to those typically found in the general use computer laboratories on campus, and "sufficient training" shall mean at least one comprehensive training session of two or more hours duration and one practice pilot submission the first year electronic filing is implemented.

## **7.6 Optional Evaluation Material**

Any of the following optional information/materials may be requested by the bargaining unit member being evaluated and/or the Department Chair:

- a. Observation
  - (1) Observation by a faculty member of NIU selected by the bargaining unit member.
  - (2) Direct observation by the Department Chair or a faculty member of NIU designated by the Chair. The time and date for such observation shall be agreed upon by the bargaining unit member and the observer in advance.
- b. Signed student comments
- c. Evaluations or written comments of supervision that are supplied by agency, school, or hospital personnel
- d. Supervisory evaluations, if applicable
- e. Unsigned qualitative student comments obtained pursuant to the following Article 7.7.

## **7.7 Qualitative Student Comments**

The Instructors and Chair may jointly agree at the annual meeting to allow the use of unsigned student comments as part of the optional evaluation materials, provided that:

- a. Instructors are involved in developing the procedures and/or questions to be used in gathering the student comments;
- b. Copies of the comments are provided to the Instructor prior to the due date for the Annual Service Report (if the copies are to be returned to the Department, a return date shall be specified);
- c. The comments shall be kept confidential;
- d. The Chair shall not refer to any particular comments in the annual evaluation without also noting how those comments compare to the total number of comments received for the course.

The Chair shall retain the right to investigate any allegations of inappropriate behavior made in student comments pursuant to Article 7.13. If qualitative student comments are not included in the Department's agreed-upon optional materials, they shall not be included in

the evaluation portfolio except in those individual cases in which the Union and University agree that the provisions of Article 7.13 make it appropriate to do so. However, observations made by the Chair or his/her designee pursuant to Article 7.13 may become part of the evaluation portfolio, subject to the Instructor's right to respond (Article 6.4). Materials excluded from the evaluation portfolio shall not be made available to any Reconsideration Committee.

## **7.8 Right to Reconsideration**

If an Instructor disagrees with his/her annual evaluation, that Instructor should first meet with the Department Chair in an attempt to reconcile their differences. Such meetings shall not extend the deadlines set forth in Section 7.9 of this Article unless the Instructor and Department Chair jointly agree, in writing, to such an extension.

If this attempt at reconciliation should fail and the employee still disagrees with the annual evaluation, the employee may then initiate a reconsideration process as outlined in Section 7.9 of this Article. The decision of the Reconsideration Committee in this process shall be final. This reconsideration process is afforded as an attempt to provide a third party professional evaluation of an Instructor's performance based upon guidelines outlined in this Article.

## **7.9 Reconsideration Procedures**

- a. On or before **March 15**, annual evaluations of all departmental Instructors shall be completed for the previous Spring, Summer (if applicable), and Fall semesters.
- b. On or before **March 22**, an Instructor who disagrees with his/her annual evaluation and is unable to reconcile the difference with the Department Chair shall file a written request for reconsideration with their respective College Dean. This request shall include:
  - 1) a copy of the Chair's written assessment,
  - 2) a written summary of the specific aspects of the Chair's assessment with which the Instructor disagrees,
  - 3) the Instructor's summary assessment of their own performance on the 5-point scale described in Article 7., and
  - 4) any evidence specified in Article 7.2 as well as any evidence specified in Article 7.6 that was previously approved by both the Chair and Instructors at the annual meeting that set the evaluative criteria for the period under dispute.
- c. On or before **March 29**, a Reconsideration Committee shall be established to hear the case. This committee shall have three members: one member selected by the employee, one member selected by the Department Chair, and one member selected by the other two. If the two designated members cannot agree on a third member by **April 5**, they shall so inform the respective University and Union grievance

administrators. The grievance administrators shall select the third member of the Reconsideration Committee. In making appointments to Reconsideration Committees, all parties should seek to avoid identifiable conflicts of interest and promote an impartial evaluation of performance.

- d. The Reconsideration Committee shall make every reasonable effort to meet and render a final decision by **April 14**. The Committee shall determine the appropriate rating as outlined in Section 7.2 of this Article. The appropriate Departmental Chair, College Dean, and Instructor shall each be provided a copy of the Committee's decision.

In conducting its evaluation, the Reconsideration Committee shall follow the procedures set forth in this Article and the annual memorandum governing the evaluations of Instructors in the given department, as described in Article 7.1. The Committee shall base its judgment on those materials specified in Article 7.9. The Committee may also consider relevant materials placed in the Instructor's personnel file by the Chair along with the Instructor's written response to those materials, as prescribed in Article 6 of this Agreement. The Committee shall not consider any additional materials which are not in the personnel file or which are not referenced in those materials specified in Section 7.9 of this Article.

The final decision of the Reconsideration Committee shall be determined by majority rule, with each member of the Reconsideration Committee having one vote.

- e. If the Reconsideration Committee fails to render a final decision before **April 14**, the employee shall be temporarily placed on the highest roster for which his/her other evaluations and years of service qualify him/her to be placed, using the average of the previous two evaluations as a temporary evaluation in place of the current disputed evaluation. Once the Reconsideration Committee issues a final decision, the employee shall be placed on that roster for which his/her evaluations and years of service entitle him/her to be placed.

## **7.10 Grievability**

Evaluation and/or reconsideration decisions are not subject to the grievance procedure; however, any and all procedural violations are subject to the grievance procedure as provided for in this Agreement.

If an Instructor supplies all of the materials required for an annual evaluation, but the Chair fails to provide an annual evaluation of that Instructor by March 15, a rating of 5 (outstanding) shall be tentatively assigned to that Instructor for hiring purposes until a final evaluation is issued. If an Instructor fails to provide an Annual Service Report and/or other required materials by the contract's established deadline of February 15, the Chair shall send that Instructor a letter or e-mail informing the Instructor that he/she has ten (10) calendar days to provide the missing materials. If the Instructor does not provide the missing materials within ten (10) calendar days following the date of the Chair's letter or e-mail, the

Instructor will be placed in the hiring pool for the upcoming academic year. If the Instructor still fails to provide the missing materials by April 15, the Instructor will receive a final evaluation of 1 (unacceptable) for the prior year.

#### **7.11 Remediation**

All final evaluations of 2 (below average), shall require remediation. At the completion of the annual evaluation process, the Chair shall, in consultation with the affected Instructor, develop a Remediation Plan to address the specific deficiencies identified in the evaluation. The Plan shall describe actions to be taken to achieve satisfactory performance and shall detail how progress will be measured (student evaluations shall not be the only measurement tool). Institutional resources, such as the Faculty Development Office, may be consulted to assist with the development of the Remediation Plan. The plan will be reduced to writing, completed by May 15, and signed by both the Chair and the Instructor.

The Instructor is entitled to Union representation during development of the Plan. The expectations and goals set forth in the Remediation Plan, the Instructor's participation in the Plan, other evaluative criteria articulated in this Agreement will be part of the evaluation and reconsideration process for the next applicable evaluation. The Plan may be subject to review by the Union and/or the appropriate College Dean, but is otherwise confidential to the extent possible consistent with the effective implementation of the Plan.

#### **7.12 Missing Evaluation Materials**

If the Chair has failed to perform an observation or to obtain evaluation materials as agreed in the annual meeting per Article 7.1, neither the Chair nor a Reconsideration Committee may make an inference unfavorable to the employee regarding such omission by the Chair.

#### **7.13 Investigating Performance Issues**

Unannounced visits to the classroom by the Chair or his/her designee shall be permitted in instances such as allegations of starting late, early dismissal, inappropriate behavior, and lack of organization or preparedness.

Furthermore, if student comments suggest to a Department Chair or his/her designee that there might be a serious problem with an Instructor's behavior or performance, the Chair shall submit these concerns to appropriate administrative review, which may result in further action. Details of these procedures are outlined in Article 7.14.

#### **7.14 Investigating Qualitative Student Comments**

- a. Student comments that are obtained as part of the University's procedures for evaluating all classroom teachers will not be used as a formal part of the annual evaluations of Instructors unless the Instructors and Chair of a given department agree to their use at the annual meeting in January that is devoted to this issue (see Articles 7.1, 7.6 and 7.7).



- b. If student comments suggest to a Department Chair of his/her designee that there might be a serious problem with an Instructor's behavior or performance (see below), the Chair should first discuss the matter with the Dean. If the Dean concurs, the Dean should bring the matter to the attention of the Vice President for Human Resources. If the Vice President agrees that the matter is serious, he will arrange a meeting to decide what exactly should be done about the matter. At a minimum, this meeting should include the Instructor, the Department Chair or his/her designee, Provost or his/her designee, the Vice President for Human Resources or his/her designee, and a representative from UPI. Other potentially relevant parties could be invited to attend the meeting as well. These individuals might include the Dean, the Course Coordinator, and additional representatives from UPI. All attendees should respect the confidentiality of the proceedings.
- c. What follows is an illustrative rather than exhaustive list of possible student comments concerning types of behavior or performance that might lead a Department Chair to conclude that there is a potentially serious problem:
- Instructor frequently skips class with no announced reason for doing so;
  - Instructor frequently comes late to class;
  - Instructor frequently ends class early;
  - Instructor is hardly ever available during scheduled office hours;
  - Instructor is very difficult to understand because of his/her accent;
  - Instructor's breath frequently smells of alcohol;
  - Instructor behaves so erratically so as to appear to be on drugs;
  - Instructor frequently makes derogatory comments on the basis of race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status of a victim or perceived victim of domestic or sexual violence;
  - Instructor engages in conduct and/or behavior that violates the University's policy prohibiting sexual harassment.

## **7.15 Continuous Communication**

The annual evaluation is the primary tool for personnel decisions. Both parties recognize that continuous feedback and communications are helpful in maintaining optimal performance. Ongoing discussions regarding performance issues and instructional objectives are recommended and encouraged by both parties as it relates to the individual evaluation process. Specifically, Chairs are encouraged to discuss any concerns they may have with an Instructor promptly in order to develop solutions (including possible remediation efforts) to problems that may arise throughout the year.

## 7.16 Progressive Discipline

Northern Illinois University (NIU) subscribes to the tenets of progressive and corrective discipline, and shall only discipline an Instructor for matters related to the performance of duties and responsibilities related to being an Instructor and which also exhibit just cause.

Instructors shall have the right to have UPI personnel present at any and all steps in the process, prior to the commencement of any step. If UPI representation is not available, the Instructor has the right to postpone/reschedule the process until representation is available.

The University encourages the maintenance of a positive employee-relations environment that includes effective communication and feedback. Thus, it is strongly encouraged that any/all attempts to resolve performance and/or workplace issues through informal procedures occur prior to any form of formal progressive discipline. Subject to the degree of severity related to each specific situation, the following steps relate to progressive discipline procedures.

1. The Chair/Director will first meet face-to-face with the Instructor to discuss relevant issues and/or concerns and provide the Instructor with an opportunity to respond to the issues and/or concerns.
2. If both parties agree on a resolution or a process on how to resolve the problems within 10 working days of the meeting, the Chair/Director shall document the conversation and any resolution measures agreed upon with respect to resolving the matter. If the parties do not agree on a resolution, the Union and/or the Chair/Director may request a labor/management meeting involving a UPI representative and a University representative prior to the Chair/Director proceeding to the formal procedures of progressive discipline, if warranted.

The formal progressive tenets of discipline shall not be imposed in a manner intended to publicly embarrass the employee and shall be imposed as soon as reasonably possible in the following manner:

3. If warranted by the conduct and/or behavior of the Instructor, and/or if informal conciliation efforts have been unsuccessful, a formal oral reprimand may be issued to the Instructor. The Contract Administrator will first be notified by the Department/College, which will inform the Union of the time and place of any such meeting. Documentation of the oral reprimand will be placed in the Instructor's departmental file. The Instructor must be provided with an opportunity to review the written documentation of the oral reprimand and to provide any response to the reprimand prior to placement in either file.
4. If warranted by the conduct and/or behavior of the Instructor, and/or if the problem is not resolved by the oral reprimand as defined above, a formal written reprimand may be issued to the Instructor. The Contract Administrator will first

be notified by the Department/College, which will inform the Union of the time and place of any such meeting. A copy of the reprimand will be placed in the Instructor's permanent HRS personnel record and departmental file.

5. If warranted by the conduct and/or behavior of the Instructor and/or if the problem is not resolved by the implementation of the written reprimand as described above, the Dean of the College may recommend suspension from work without pay by submitting a written request to the Contract Administrator in HRS. The request for suspension must include specific facts regarding the reason for the request and for a specific period of time. NIU HRS shall immediately inform the Instructor and the Union, in writing, of the College's intent to recommend suspension, the reasons(s) for the proposed action and the right to be represented by the Union during the hearing.

The Instructor will be provided with an opportunity to respond to the recommendation during a pre-suspension hearing to be conducted by HRS. The Contract Administrator will notify the Department/College, and will inform the Union of the time and place of any such meeting. Any request for a disciplinary hearing must be submitted in writing to HRS within 10 (ten) working days after notification of the recommended action.

6. If the pre-suspension hearing is not requested in a timely fashion, or does not produce a mutually agreed-upon resolution, the Instructor may be suspended from work without pay subject to the outcome of the HRS hearing.
7. If the undesirable behavior continues following the suspension, and/or if warranted by the conduct and/or behavior of the Instructor, the Provost's Office may elect to initiate dismissal for cause procedures. In order to initiate dismissal for cause procedures, the Provost's Office must provide written notification of the intent to dismiss the Instructor for cause to the Instructor, the Union, and the Contract Administrator. The written notification must contain the specific facts and/or reasons for the recommendation and inform the Instructor of his/her right to request a pre-dismissal for cause hearing to be conducted by HRS.
8. When an Instructor is being dismissed for cause, the Instructor shall have a right to request a hearing with the Vice President of Administration and Human Resources or designee, Provost or designee and Dean of the College or designee for review of the decision to terminate the appointment. Such a request must be submitted within 15 (fifteen) working days from the date of the notification.
9. Pending any requested review, the Instructor may be removed from all University duties and roster placements and suspended with pay pending conclusion of the hearing process. If the Instructor prevails, he/she shall be entitled to receive a full restoration of seniority until the date of the reinstatement.

10. The administrative action approved by the Vice President, Administration and Human Resources or designee, Provost or designee, and Dean of the College or designee, shall be fully implemented upon final approval (1) when no review is requested, or (2) when such review is conducted and no prejudicial procedural error or alternative finding of fact is determined.

### **Removal of Discipline**

Upon written request by the Instructor, written reprimands shall be removed from the Instructor's permanent NIU HRS personnel file after three (3) years have elapsed, provided no further related reprimands have been issued in that timeframe. Each Instructor shall have the right to review his/her personnel file to ensure removal.

## **Article 8 TRANSFER**

### **8.1 Program-Initiated Transfers**

The University may transfer an employee from one department to another if program changes or reorganization transfer the position held by the employee to the new department. Where applicable, an employee's salary, seniority, and performance evaluations shall not be affected by a transfer resulting from program changes or reorganization.

### **8.2 Within-Unit Transfers**

An employee may, through her/his Department Chair and, as applicable, Dean/Director, submit a request to the Provost for transfer from one department to another within the University, and within the bargaining unit. The Provost shall review the request with the other department. Within ninety days of submission of his/her request to the Department Chair, an employee shall receive notification in writing from the Provost of his/her decision. If the Provost grants the request, the employee shall be transferred.

### **8.3 University-Initiated Outside-Unit Transfers**

With the consent of the employee, the University may reassign an employee from a bargaining unit position to a position outside the bargaining unit. If the employee is subsequently reassigned to a position in the bargaining unit, the employee's salary shall be no less than it would have been if the employee had remained in the bargaining unit.

### **8.4 Instructor-Initiated Outside-Unit Transfers**

Instructors who apply for and accept Civil Service or Supportive Professional Staff positions at NIU shall not be treated as University-initiated transfers and will not, therefore, be covered by the other provisions of Article 8.

## **Article 9**

### **FINANCIAL EXIGENCY**

#### **9.1 Employee Layoffs**

An employee may be laid off as a result of declared financial exigency that is university-wide.

#### **9.2 Order of Retention**

If the Board decides it is necessary to lay off Instructors because of financial exigency, program need will be the primary basis for determining which, if any, employees will be retained. Professional qualifications and roster placement are secondary factors to be considered in making decisions on employee retention.

#### **9.3 Relocation Efforts**

The University and the Board shall make a reasonable effort to locate other employment within the University for a laid-off employee prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected.

#### **9.4 Notification of Reinstatement**

The University will maintain a list of employees who are laid off for a period of one year after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered reemployment pursuant to the provisions of Article 3 on employment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within fourteen (14) calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.

#### **9.5 Employee Benefits**

An employee who is laid off may continue to be eligible for the benefits of the state group insurance program and may continue to participate in the State Universities Retirement System subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

## **Article 10**

### **GRIEVANCE PROCEDURE**

#### **10.1 Purpose**

The University and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for bargaining unit members except as otherwise provided by law.

#### **10.2 Definition – Grievance**

A grievance shall be defined as an allegation by a bargaining unit member or the Union that there has been a violation of a specific grievable provision of this Agreement. The receipt or acceptance by the employer of a grievance under this Article is not an expressed or implied agreement by the employer that the allegation is a defined grievance or subject to arbitration under this Article.

#### **10.3 Definition – Grievant**

The term “grievant” shall mean the Union or one or more bargaining unit member(s) who may be represented by the Union and allege in a grievance that it/she/he/they has/have been affected by a violation of a specific provision of this Agreement. The Union may file as grievant on behalf of multiple unit members affected by the same policy or action and seek appropriate remedies for these unit members.

#### **10.4 Representation**

The Union may represent a bargaining unit member in a grievance filed under this Article or the bargaining unit member may choose to represent herself or himself in a grievance filed under this Article. If a bargaining unit member chooses to represent herself or himself, she/he shall so inform the Union and the University. No resolution of any individually-processed grievance shall be inconsistent with the terms of this Agreement. Only the Union may move a grievance to arbitration.

#### **10.5 Content of Grievance – Grievance Form**

A grievance must be signed and dated by the grievant. The grievance must set forth the specific Article(s) of the Agreement alleged to have been violated; contain a specific description of the grounds for the grievance including the names, dates, times, and documents necessary for a complete understanding of the grievance; contain a statement of the alleged contract violation and the remedy sought; and state whether the grievant wishes to have a Union representative at the various steps for the formal grievance

process. A grievance form is attached as an Appendix. A complete statement of grievance and a grievance form shall accompany any notice of intent to proceed to arbitration.

## **10.6 Compliance with Procedure**

All grievances must be filed in accordance with the procedures in this Article. If it is necessary for a bargaining unit member to participate in a grievance or arbitration proceeding during working hours, the bargaining unit member's salary shall neither be reduced nor increased for time spent in such activities. A bargaining unit member's professional responsibilities shall be maintained throughout any grievance or arbitration process which may involve bargaining unit personnel. Grievance hearings and arbitration proceedings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places.

## **10.7 Procedures for Handling Grievances**

### **a. Step 1**

A grievance shall be filed with the University Grievance Administrator within **twenty (20) days** following the date of the act or omission giving rise to the grievance. Within twenty (20) days of the filing of the grievance, the Grievance Administrator will arrange an informal conference between the appropriate University representative(s) and the grievant. If the informal conference results in resolution of the grievance, the grievance will not be processed further. The Grievance Administrator will notify the President of the local Union Chapter of any resolution reached as a result of an informal conference.

If the grievance is not resolved by the informal conference described above, the Grievance Administrator will meet with the grievant for the purpose of reviewing the grievance within fifteen (15) days of the date of the informal conference. The Grievance Administrator shall issue a written decision with **twenty-five (25) days** following the conclusion of the meeting. In the event the decision of the Grievance Administrator refers to documents not requested or provided, copies of such documents shall be attached to the decision. The Grievance Administrator will provide a copy of the decision to the President of the local Union Chapter.

### **b. Step 2**

If the decision or grievance resolution proposed by the University Grievance Administrator is not acceptable to the grievant, the grievant may file a written request for review with the appropriate College Dean. Any such request for review must be filed within **ten (10) days** following receipt by the grievant of the Step 1 decision and must set forth with specificity the reasons the grievant believes the decision or proposed resolution is unacceptable. The Dean, or her/his designee, will meet with the grievant within twenty (20) days of receipt of the request for review. The Dean, or her/his designee, may also involve appropriate



University administrators, faculty members, graduate assistants, and staff in this meeting for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within **twenty-five (25)** days of the conclusion of this meeting, the Dean, or her/his designee, will issue to the grievant a written decision either denying the grievance or proposing a grievance resolution. A copy of this decision will be provided to the President of the local Union Chapter.

c. **Step 3**

If the decision or grievance resolution proposed in Step 2 is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration with the University Contract Administrator within **ten (10) days** of receipt of the Step Two response. Any notice of intent to arbitrate must be accompanied by a complete Grievance Form, a copy of which is contained in Appendix. The written notice must be signed by the grievant and must state in detail the issue or issues presented for arbitration. Only the Union may appeal a grievance to arbitration.

A pre-arbitration hearing will be scheduled within twenty (20) days of the date of receipt of this notification. The purpose of the pre-arbitration hearing shall be to attempt reconciliation of the grievance dispute prior to initiation of the formal arbitration process. If the grievance is not resolved at Step 3, then the Union may proceed with Step 4.

d. **Withdrawal of Grievance**

A grievance may be withdrawn at any time by the grievant(s) or the Union.

e. **Mutual Agreement to Waive Grievance Steps**

If the parties to this Agreement mutually agree, a grievance may be taken directly to arbitration or directly to any other step in the grievance process, thereby bypassing all preliminary step(s) as indicated.

f. **Step 4 – Arbitration**

If the Step Three pre-arbitration hearing is unsuccessful in resolving the dispute, the Union shall notify the University Contract Administrator within ten (10) days of the conclusion of the hearing if it wishes to continue with the formal arbitration process.

## 10.8 Provisions Applicable to Arbitration Proceedings

- a. The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. A second list of arbitrators may be requested upon the agreement of both parties. The cost of services of the arbitrator, court reporter, and transcripts, as well as 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.
- b. 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. Except to the extent that they are applied to bargaining unit members in ways inconsistent with the expressed terms of this agreement, Board of Trustees' Regulations and By-Laws as well as University Rules and Policies shall not be subject to arbitration. Laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. Matters related to any contract provision not subject to the grievance procedure of this Agreement shall not be 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 thirty (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.

- c. Arbitration Time and Place

The arbitrator shall hold the hearing in DeKalb, Illinois, unless otherwise agreed to by the parties. The hearing shall be commenced within thirty (30) working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable.

d. Arbitration Fees and Costs

Where one of the parties to this Agreement requests a postponement or cancellation of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

**10.9 Resort to Other Procedures**

If prior to filing a grievance pursuant to this Article, or while a grievance is proceeding in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure.

**10.10 Miscellaneous Provisions Related to Grievance-Arbitration**

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the University to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step, provided that the grievant appeals to the next step within five (5) working days.

Throughout all aspects of the raising, processing, and settlement of the grievance, as well as the award of the arbitrator, the parties agree to abide by all of the provisions of the No Strike/No Lockout Article of this Agreement for the duration of this Agreement.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

The parties may jointly agree at Step 1 that a grievance concerning University-wide issues shall be appealed at Step 2 to the University Provost (or Designee) instead of a College Dean.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University and local Union Chapter.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final

decision on the grievance. Throughout the disposition cycle of the grievance, the grievant shall fulfill her/his professional responsibilities as assigned. The decision or award of the arbitrator shall be final and binding upon the University, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested, to the office or last known home address of the addressee.

Grievance hearings and arbitration proceedings shall be held on mutually agreed upon dates, at mutually agreed upon times, and in mutually agreed upon locations.

The parties agree that no dispute arising prior to the effective date of this Agreement shall be considered under the grievance procedure.

**Article 11**  
**NO STRIKE – NO LOCKOUT**

**11.1 No Strike**

During the life of this Agreement or any extension thereof, there shall be no concerted interruption of services provided to the University by bargaining unit employees. There shall be no condoning or participation with respect to a strike, sympathy strike, slow down, work stoppage, or failure to perform fully and faithfully University functions or responsibilities by the Union or by its officers, agents, or members.

**11.2 No Lockout**

The University Administration agrees that it will not lock out any of the bargaining unit members covered by this Agreement during its term.

## **Article 12**

# **NON-DISCRIMINATION AND WORKPLACE BULLYING POLICY STATEMENT AND PROCEDURES**

### **12.1 Non-Discrimination/Harassment Policy Statement**

In accordance with applicable statutes and regulations, NIU is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, age, physical and mental disability, marital status, veteran status, sexual orientation, gender identity, gender expression, political affiliation, or any other factor unrelated to professional qualifications, and will comply with all applicable federal and state statutes, regulations and orders pertaining to nondiscrimination, equal opportunity and affirmative action.

### **12.2 Workplace Bullying**

In accordance with applicable statutes and regulations, existing and/or to be implemented, it is the intention of Northern Illinois University to establish an environment for learning and service that is free from all forms of harassment, including workplace bullying. Workplace bullying generally is repeated behavior directed toward an employee (or group of employees) that harms, intimidates, offends, degrades, or humiliates an employee(s). Workplace bullying can cause physical, psychological, and emotional harm to students and employees, interferes with the educational and work environments, and can lead to a reduction in productivity and morale among employees or students.

### **12.3 Uniform Bullying Policy**

In the event that the University adopts a campus-wide policy on workplace bullying policy that uniformly applies to other employees, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

Following such consultation, University policies pertaining to workplace bullying will be applicable to the bargaining unit. Notwithstanding implementation of a specific workplace bullying policy, the university considers workplace bullying to be included under applicable and existing policies pertaining to non-discrimination and harassment prevention in the workplace. Accordingly, and until a specific supplemental policy is implemented pursuant to this section, an Affirmative Action complaint of prohibited bullying may be filed utilizing the policies and procedures contained in the Non-Discrimination/Harassment policies and complaint procedures located at [www.niu.hr.edu](http://www.niu.hr.edu) or by contacting Affirmative Action and Diversity Resources (AADR) to discuss the complaint or to file a formal complaint form.

Human Resource Services will notify the UPI Chapter President if a formal complaint is

filed with respect to alleged actions of a member of the bargaining unit and will keep the Chapter President apprised of the status of the complaint.

## **Article 13**

### **MANAGEMENT RIGHTS**

The Board of Trustees and University administration retain and reserve all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including the management of the University and the designation and definition of its mission. The University retains the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management. The University administration shall retain full authority with respect to decisions involving operational efficiency, the change or elimination of existing methods, equipment or facilities, the determination of locations, methods, means, and personnel by which operations are to be conducted, and the discretion to adopt and implement policies, rules, regulations, and practices in furtherance thereof.

The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority, as well as the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific express terms of this Agreement.



## **Article 14 UNION RIGHTS**

### **14.1 Intra-Campus Mail Services**

The Union shall have access to the intra-campus mail in accordance with University policies and regulations, with utilization limited to the administration of this Agreement and the development of a successor agreement.

### **14.2 University Facilities and Equipment**

- a. Union officials may use their University-assigned offices, telephones, and equipment for activities directly related to the administration of this Agreement or the development of a successor agreement, provided that this usage does not interfere with the performance of their regular duties as employees of the University. The Union shall be solely responsible for all of its other expenses, including but not limited to such things as secretarial service, office supplies, computer software, printing and duplicating, and long distance telephone usage.
- b. Use of other campus facilities by the Union shall be subject to and in accordance with University and Board policies and regulations on the use and scheduling of physical facilities, including payment of customary charges, that are set by the University for the use of such facilities.

### **14.3 Provision of Materials**

- a. As soon as they become available, copies of the following materials will be transmitted to the Union Chapter President: the agenda for each regular or special meeting of the University Board of Trustees and the report of the President of the University, if a written report is made. If these materials are made available to the Union prior to the meeting of the Board, the Union agrees to abide by all of the limitations related to the release of the information contained in the materials.
- b. As soon as they become available, departmental hiring rosters and pool listings will be transmitted to the Union Chapter President. At the beginning of each academic year, the University shall provide the Union Chapter President a list of employees represented by this Collective Bargaining Agreement. The Union agrees to assist the University in verifying any roster or list while maintaining confidentiality in terms of the evaluation portion of these documents. Both parties understand that any roster or list so submitted is subject to verification and/or correction.

#### **14.4 Release Time**

- a. Subject to the provisions outlined below, the University will provide release time to specific bargaining unit members for the sole purpose of administering this Agreement. Specifically and for the duration of this Agreement, the University shall designate (6) CUEs for the Fall Semester and (6) CUEs for the Spring Semester to the designated Union officials representing the bargaining unit. All CUEs associated with release time will be paid at the overload rate (see Article 20).
- b. No later than July 31 of each calendar year encompassed by this Agreement, the Union shall specify which members of the bargaining unit shall receive release time during each semester pursuant to these release time provisions. The University may require certification that release time activities remain limited to the purposes described above in this section.
- c. The Union and any individual assigned release time in accordance with this Article shall indemnify and hold harmless the Board of Trustees and Northern Illinois University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any forms of liability (monetary or otherwise) that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with the above provisions of this Article and Section, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provision.

#### **14.5 Nondiscrimination**

In accordance with applicable federal and Illinois state law, neither the University nor the Union shall discriminate against any employee covered by this Agreement because of lawful Union membership or non-membership activity or status.

**Article 15**  
**DUES CHECK OFF and PROPORTIONATE/FAIR SHARE**

**15.1 Dues Deduction**

The University Administration will deduct union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration.

**15.2 Dues Remittance**

Each academic year prior to the deadline for the final September semi-monthly payroll entry, the Union shall transmit to the University Administration a list of bargaining unit members for whom dues are to be deducted and the exact amount to be deducted from the salary of each member. These designated amounts shall be deducted from the salaries of bargaining unit members over the next sixteen (16) payroll cycles, beginning with the September 16-30 payroll cycle and ending with the May 1-15 payroll cycle. Any additions or modifications to the list during this nine-month deduction cycle shall be transmitted by the Union to the University Administration. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union.

**15.3 Termination of Dues Deduction**

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

**15.4 Direct Collection of Union Dues**

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect dues for that period directly from the bargaining unit member.

**15.5 Fines/Penalties/Special Assessments**

Nothing in this Article shall require the University Administration to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

## 15.6 Proportionate/Fair Share

- a. Upon this provision taking effect, the Union shall certify to the Employer a proportionate share amount not to exceed the dues uniformly required of members of the Union in conformity with federal and state law and rules of the Illinois Educational Labor Relations Board (IELRB).
- b. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Section or upon their initial eligibility pursuant to the bargaining unit description, and continuing during the term of this Agreement, shall pay to the Union on a monthly basis their Proportionate/Fair Share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. This provision shall be in effect and the Proportionate/Fair 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/Fair Share fee, or 30 days after the date that a new employee would become eligible for inclusion into the bargaining unit pursuant to the bargaining unit description, whichever is later. Each employee in the bargaining unit who is not a member of the Union shall be required to pay the Proportionate/Fair Share fee. Such Proportionate/Fair Share payments shall be deducted from the earnings of non-member employees pursuant to usual and customary payroll deduction procedures and paid to the Union in accordance with applicable laws and regulations.

The University Administration shall not be under any obligation to make any deductions for Proportionate/Fair Share if any bargaining unit member's pay within any pay period, after deductions for state insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect Proportionate/Fair Share for that period directly from the bargaining unit member.

- c. The Union and Board shall comply with all applicable rules of the IELRB concerning notice, objections, and related matters contained in its "fair share" rules and procedures. 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.
- d. The Union shall supply the Employer with all relevant information and documentation as related to the Proportionate/Fair Share provisions of this Article, including the basis of the fair share fee and notice of appeal/objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.
- e. Union dues and Proportionate/Fair Share deductions shall be remitted to the Union from the University in accordance with this Section and forwarding instructions provided in the affidavit of certification provided by the Union. Proportionate/Fair

Share fees deducted from the pay of bargaining unit members who file objections in accordance with applicable policies and procedures shall be remitted to the appropriate escrow account in accordance with rules and procedures of the IELRB.

### **15.7 Notification of Change in Union Dues/Proportionate/Fair Share Fees**

The Union shall give written notice to the University Administration of any changes in its Union dues and/or Proportionate/Fair Share amounts at least forty-five (45) days prior to the effective date of any such change.

### **15.8 Limitations**

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues and Proportionate/Fair Share fees from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

### **15.9 Indemnification/Union Responsibility**

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise) arising from the deduction of membership dues and Proportionate/Fair Share fees established by the Union and communicated to the University Administration in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues and Proportionate/Fair Share fees once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article, which are in excess of the amount of Union dues or Proportionate/Fair Share fees that the University Administration has agreed to deduct.

**Article 16**  
**FACILITIES AND EQUIPMENT**

**16.1 General Facilities and Equipment**

In accordance with University policy, Instructors shall have reasonable access to classrooms and other facilities to which they are assigned. As determined by the Chair, Instructors shall also have access to other equipment as may be required by specific course assignments.

In accordance with applicable University policy and procedures, University facilities, equipment, or personnel shall be used only for University business.

**16.2 Electronic Facilities and Equipment**

See Article 7.5 Electronic Annual Service Report about Internet-connected, serviceable computers, which an Instructor will need to complete the Annual Service Report electronically.

**Article 17**  
**MINUTES, POLICIES, AND BUDGETS**

The University will have a copy of each of the following documents placed in the reference section of the main library as soon as the documents are available:

- (a) The approved minutes of the meetings of the Board;
- (b) Published policies of the Board;
- (c) Published campus-wide policies of the University which affect employees;
- (d) The published Appropriated Funds Internal Budget of the University;
- (e) The published Resource Allocation Management Plan of the University.

## **Article 18**

### **NOTICE OF POSITIONS**

#### **18.1 New Instructor Positions**

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new Instructor position. An Instructor who meets the advertised qualifications for the position shall, upon application, be considered for the position.

#### **18.2 Tenure-Track Vacancies**

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant tenure-track faculty position. An Instructor who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview, but only if such interviews are regularly granted to other candidates at office campus sites.

The granting of a preliminary interview does not guarantee that an Instructor will be granted a final interview or be offered the position.



## **Article 19**

### **BENEFITS AND LEAVES**

#### **19.1 Central Management Services (CMS) Benefit Programs**

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

#### **19.2 Board of Trustees Benefit Provisions**

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable Board and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by Board and University policies. In the event of any change in Board or University policies concerning such benefits, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

#### **19.3 Child Care**

Instructors covered by this Agreement shall have access to child care programs which exist on campus in accordance with University policies and policies of the respective child care facilities.

#### **19.4 Sick Leave/Sick Leave Bank**

Bargaining unit members shall receive accumulative and non-accumulative sick leave in accordance with campus policies for employees holding temporary assignments. Bargaining unit employees are also extended the opportunity to participate in the applicable sick leave bank option in accordance with campus policies for employees holding temporary assignments. Any cap on sick leave accumulated by Instructors in accordance with this section shall not be less than 75 days for the duration of the agreement. Eligible bargaining unit members shall also be granted benefits and entitlements established under the Family

and Medical Leave Act of 1993 as Amended Effective 01/16/2009 in accordance with campus and college policies. Additionally, bargaining unit members shall be eligible for disability benefits as provided by the State Universities Retirement System and subject to applicable limitation policies and procedures.

If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point an employee shall be entitled to a lump sum payment or service credit in accordance with SURS policies.

## **19.5 Vacation**

Instructors on 12-month appointments shall earn vacation at the rate of two days per month as described in Board of Trustees Governance Documents. No other unit members shall earn or receive vacation.

If an employee has previously accrued cumulative vacation leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative vacation leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.

## **19.6 Educational Leave**

In accordance with campus policies, Instructors may be granted an educational leave with pay for advanced study upon recommendation by the President for the University and approval by the Board at a regularly scheduled meeting of the Board. Educational leave without pay may be authorized by the President of the University.

## **19.7 Benefits While On Paid Leave**

- a. An employee on approved leave while on pay status may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement system, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
- b. Upon return to the University from a leave while on pay status, an employee's

salary shall be adjusted to reflect across-the-board increases which the employee would have received if not on leave.

### **19.8 Benefits While On Unpaid Leave**

- a. An employee on approved leave without pay may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement System, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
- b. Upon return to the University from an unpaid leave, an employee's salary shall be adjusted to reflect across-the board increases which the employee would have received if not on leave.

### **19.9 Compulsory Leave**

- a. If the College Dean believes an employee is unable to perform assigned duties due to illness, or injury, the Dean shall inform the employee in writing of the basis for the Dean's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to the medical examination or to have a physician's report provided to the Dean may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the Dean as to whether the employee (1) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others whom the employee may come in contact or (2) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the Dean. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the Dean. The expense of the third doctor's opinion shall be shared equally by the employee and the University.
- b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the Dean concludes that the employee (1) presents a health or other hazard to the employee, fellow employees, or others whom the employee may come in contact or (2) is unable to perform the duties required by the position of employment, the Dean shall place the employee on compulsory leave. The Dean shall notify the employee in writing of the duration of the compulsory leave period. Any applicable paid leave benefits may be used during

the compulsory leave period. That portion of the compulsory leave, if any, which is not covered by earned leave credit shall be without pay.

- c. After expiration of one-half of the compulsory leave period, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If, after reviewing the opinion and other materials relevant to the employee's illness or injury, the Dean concludes the employee is able to return to work, the employee shall return to work immediately.
- d. If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University, and other materials relevant to the employee's illness or injury, the Dean concludes an employee is unable to return to work at the end of the compulsory leave, the Dean may (1) extend the period of compulsory leave, (2) request the employee's resignation, or (3) if the University cannot reasonably accommodate the illness or injury, terminate the employee. Termination under these circumstances shall not be considered to be a disciplinary action.
- e. Should the Dean determine that an Instructor may be unfit for duty as a result of impairment or intoxication, the parties shall consult with the University Wellness Administrator who shall evaluate the situation and implement necessary remedies as agreed to by the parties. Should voluntary agreement not be reached or should such remediation fail, then the procedures outlined in a-d (above) shall be utilized, except that any termination or discipline related to a fitness-for-duty issue shall be considered disciplinary action.
- f. The parties agree to abide by the provisions of the Americans with Disabilities Act with respect to measures undertaken to assess and/or implement reasonable accommodation.

#### **19.10 Uniform Compulsory Leave Policy**

In the event that the University adopts a campus-wide policy on compulsory leave that uniformly applies to other employees, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

### **19.11 Outstanding Teaching Awards Program**

Members of the bargaining unit may participate in the non-tenure track Outstanding Teaching Awards program coordinated by the Faculty Development and Instructional Design Center, pursuant to all relevant application, awards, selection criteria, and procedures that pertain to this process as implemented under the authority of the NIU Division of Academic and Student Affairs, the Faculty Development and Instructional Design Center, and the Faculty Development Advisory Committee. The following criteria shall also pertain to Instructor participation in the non-tenure track Outstanding Teaching Awards program:

- a. Instructors can be nominated subject to all deadlines, contingencies, award allocation criteria, and evaluation procedures as solely determined by the designated officials within the division of Academic and Student Affairs and the Faculty Development and Instructional Design Center.
- b. The nomination and selection aspects of the non-tenure track Outstanding Teaching Award program are independent of the procedures and criteria outlined in the Evaluation and Evaluation Criteria and Employment articles of the collective bargaining agreement. Furthermore, no aspect of the non-tenure track Outstanding Teaching Award program shall be considered subject to the Grievance Procedure article of the Collective Bargaining Agreement.

### **19.12 Multicultural Curriculum Transformation Institute**

Members of the bargaining unit may participate in the Multicultural Curriculum Transformation Institute (MCTI) workshops pursuant to all relevant application, funding, selection criteria, and procedures that pertain to this process as implemented under the sole authority of the NIU division of Academic Affairs and the administrators of the MCTI. The following criteria shall also pertain to Instructor participation in the MCTI:

- a. Instructors can apply subject to all deadlines, contingencies, allocation criteria, and evaluation procedures as solely determined by the MCTI.
- b. Only Instructors who are employed at 100 percent for a full academic year appointment may be eligible to apply for participation. Instructors who are appointed on a 12-month basis may apply for participation but may not receive a supplemental stipend should this participation become authorized.
- c. Instructors who are appointed on a 100 percent 9-month basis and become approved to participate may be provided a stipend for this participation in accordance with and in the amounts determined by the MCTI and subject to approval by the respective college office.

- d. If selected pursuant to the application process, the final approval for participation shall also be subject to the Instructor's reappointment for the subsequent academic year. At its discretion, the MCTI may prioritize Instructor applications for consideration on the basis of current roster placement.

## **Article 20 SALARY**

### **20.1 FY12 One-Time Market Adjustments**

All members of the bargaining unit as of August 16, 2011, who have master's or doctoral degrees and whose monthly salaries are less than the FTE monthly rates specified below, shall receive a one-time market adjustment to be implemented for FY12. In accord with their placement in an employment pool or on a secondary roster, the market adjustment will be equal to the difference between an Instructor's monthly salary and the following applicable salary:

Employment Pool:	\$3,667/month
Secondary Roster:	\$3,723/month

### **20.2 FY12 One-Time Compression Adjustments**

Following application of the one-time market adjustments specified in 20.1 above, all members of the bargaining unit who did not receive a one-time market adjustment will receive, per pay period, a one-time adjustment to maintain existing salary differentials will be implemented for FY12. Instructors who do not have master's or doctoral degrees will receive 75% of this adjustment. In accord with the pool, roster, and years of service indicated below, these one-time compression salary adjustments will be as follows:

Employment Pool:	\$20
Secondary Roster:	\$35
Primary Roster	
5 to 7 years:	\$40
8 to 10 years:	\$50
11 to 13 years:	\$60
14 to 16 years:	\$70
17 to 19 years:	\$80
20 or more years:	\$90

### **20.3 Minimum Salaries**

- a. Effective August 16, 2011, an Instructor who has a master's or doctoral degree and is appointed to a full-time position in the bargaining unit for or during the 2011-2012 academic year shall be appointed to at least a minimum salary of \$3,667 per month.
- b. Effective August 16, 2011, an Instructor who has a bachelor's degree and is appointed to a full-time position in the bargaining unit for or during the 2011-2012 academic year shall be appointed to at least a minimum salary of \$2,748.
- c. For each of the succeeding four academic years (2012-13, 2013-14, 2014-15, and 2015-16), the minima in a. and b. will be increased by \$55 per month (\$495 per academic year).

### **20.4 Salary Increases – Succeeding Years**

- a. For the 2011-12 academic year, and for each of the succeeding four academic years (2012-13, 2013-14, 2014-15, and 2015-16), the University will grant each Instructor, who is employed in the bargaining unit as of August 16 of that year, a salary increase equivalent to the percentage specification amount authorized for distribution to all instructional faculty (excluding promotions in rank, professorships, merit awards, or any other adjustment not specified as part of the general increment) in accord with the fiscal year salary increment guidelines authorized for the respective fiscal year by the Board of Trustees.

### **20.5 Part-Time Appointments**

The salary adjustments and minima provided for in Sections 20.1, 20.2, 20.3, above shall apply pro rata to persons who receive less than full-time appointments in the bargaining unit.

### **20.6 Additional Compensation**

- a. Summer Session

Summer session assignments shall be compensated on the basis of the employee's monthly salary for the immediately preceding academic year. Specifically, an employee shall receive one month's salary for teaching a course with three or four credit hours or for fulfilling an assignment of three CUEs during the summer session. Other assignments shall be compensated on a pro rata basis, with each credit hour or CUE being worth one-third of a month's salary. Assignments in excess of six credit hours or six CUEs shall be compensated in accordance with Section 20.6 c below.



b. Grant/Contract Salaries

If an employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the University Provost or designee. For all such grant or contract work so excluded, an employee may earn up to a total of twenty percent (20%) of her/his basic salary in a twelve-month period. This amount shall be in addition to the employee's basic salary. However, such compensation shall not be funded by the same grant source.

c. Overload

Beginning with the 2012-13 academic year, an Instructor who is assigned duties in excess of the top of the relevant range of workload obligations specified in Article 4, Section 1, or in excess of six credit hours in a summer session shall be compensated for the excess work at the rate of at least \$900 per credit hour or credit unit equivalency. For the 2014-15 and 2015-16 academic years, the overload rate will be adjusted by the same percentage increase that is implemented for eligible members of the bargaining unit pursuant to Section 20.4 a, not to exceed 3.0% for any given year.

**20.7 Twelve-Month Payment Option**

Instructors on nine (9) month appointments may elect to have their salary distributed over twelve (12) months. Salary shall be distributed over nine (9) months unless employees notify the University in writing that they have elected the 12-month payment option, pursuant to University procedures.

## **Article 21 DURATION – TERMINATION**

### **21.1 Duration of Agreement**

The terms of this Agreement shall become effective upon approval of the Agreement by the University Board of Trustees and ratification by the University Professionals of Illinois, NIU Instructors Unit, Local #4100, and shall remain in effect through June 30, 2016.

### **21.2 Zipper Clause**

Except for the possible use of the negotiating clauses in Article 19.2 and consultation provisions expressly set forth in this Agreement, the University shall not be obligated to bargain collectively with the Union during the duration of this Agreement with respect to any matter pertaining to wages, hours, benefits, terms, and conditions of employment.

This Agreement constitutes the sole and entire existing agreement between the parties and expresses all obligations of and restrictions imposed on each of the respective parties during its term. Negotiations for a Successor Agreement shall begin May 15, 2016, at a mutually agreed upon time and place.

### **21.3 Authority**

Except as expressly provided for in this Agreement, this contract shall not supersede:

Applicable federal and state laws;

Rules of federal and state agencies which have the force and effect of law;

Board of Trustees Regulations, NIU's Constitution and Bylaws, the Academic Policies and Procedures Manual, as well as the Undergraduate and Graduate Catalogs that are in effect during the appointment of an Instructor;

Policies, procedures, and provisions of employment as established by Northern Illinois University.

### **21.4 Savings Clause**

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

**ACCEPTANCE BY THE PARTIES**

IN WITNESS, WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_.

**NORTHERN ILLINOIS UNIVERSITY**

**UNIVERSITY PROFESSIONALS  
OF ILLINOIS – LOCAL #4100**

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Northern Illinois University  
Board of Trustees  
Steve Cunningham,  
Vice President Administration  
and Human Resources

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Elinor Sullivan, President  
Local #4100

**UNION’S BARGAINING TEAM**

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Sandra Flood, Chapter President

## Appendix A

### CREDIT UNIT EQUIVALENCIES Northern Illinois University Instructors' Unit

- I. These guidelines for credit unit equivalencies (CUEs) were prepared by the University and the Union to meet the conditions of Article 4 of the BOT-UIP Collective Bargaining Agreement. These guidelines were also formulated in a context where a full-time teaching load is defined as twelve, plus or minus one, credit hours per semester. Assignments of duties under these guidelines are intended to reflect the current practice, as well as the time and effort required of the Instructors.
- II. Except as specified below, the credit hours assigned to a course will be the same as those published in the current Undergraduate and Graduate Catalogs of Northern Illinois University found at <http://catalog.niu.edu>. No course shall be worth more than four (4) credit hours, however, unless express written permission is granted by the Provost. At the same time, no credit for any activity shall be granted unless the Department Chair assigns the employee to perform that activity.
- III. Definitions
  1. **Cluster Courses** refer to courses with different catalog numbers that are all offered at the same time in the same room. Example: A Zoology Instructor teaches ZOO 101, ZOO 303, ZOO 404, and ZOO 505 on Mondays, Wednesdays, and Fridays from 1:00 to 1:50 p.m. in Room 1313 of Zulauf.
  2. **Course Multipliers** refers to devices that are used to adjust the credit hours for those courses where the workload is greater or lesser than the credit hours would imply. Example: A Zoology internship that carries 15 credit hours but involves about nine to ten hours per week of the Instructor's time has a multiplier of .2 to make this work assignment equivalent to that of a normal three hour course ( $15 \times .2 = 3$ ).

For ease of presentation in the text, some multipliers involving fractions were rounded to the nearest hundredth. In determining actual workloads, however, these multipliers shall be interpreted as follows:

- .33 – one-third;
- .66 – two-thirds;
- .86 – six-sevenths;
- .55 – six-elevenths.

3. **Lecture Courses** refer to courses that require extensive preparation because the Instructor is responsible for presenting original material for entire class periods throughout the entire semester. Example: An Instructor teaches a graduate level course based solely on articles published in the leading journals in the relevant field.
4. **Multiple Preparations** refer to teaching assignments that involve courses with different catalog numbers and cover different bodies of substantive knowledge. Example: An Instructor who teaches one section of Introductory Zoology, one section of Vertebrate Zoology, and two sections of Invertebrate Zoology has three course preparations.

#### IV. Courses with Multipliers

##### A. Zero Credit Courses

TLEE 460	(1)	0.00 x credit hours
COMS 407	(1-3)	
ENGL 495	(3)	
ENGL 500	(3)	
EPSY 382	(0)	
FCNS 356	(1-3)	
FCNS 460	(1-3)	
FCNS 701	(1-3)	
FCNS 710	(1-3)	
NURS 350	(1-3)	
Cluster Courses		
Cross-Listed Courses		
Honors Companion Courses		

The zero multiplier applies to all cluster and cross-listed courses, except the one with the lowest credit hours associated with it.

##### B. Reduced Credit Hour Courses

ILAS 502	(3)	0.33 x credit hours
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Independent Study (1-6)

The 0.33 multiplier for individual study applies on a per student basis, except when two or more students work on a joint project. For joint projects, credit is only given for one student.

C.	Physical Therapy Clinical Courses	0.50 credit hours
	AHPT 460 (1)	
	AHPT 461 (3)	
	AHPT 462 (4)	
	AHPT 660 (4)	
	AHPT 661 (6)	
	AHPT 662 (6)	
D.	Independent Recitation Courses	
	COMS 357 (4)	0.75 x credit hours
	COMS 358 (4)	
	STAT 301 (4)	
E.	Intensive Language Courses	
		1.20 x credit hours
	FLBU 102 (5)	
	FLBU 104 (5)	
	FLST 181 (5)	
	FLST 182 (5)	
	FLTA 103 (5)	
	FLTA 104 (5)	
F.	500-600 Level Courses	
	Limited to Lecture Courses and Full-Time Employees	1.33 x credit hours
G.	Labor Intensive Courses	
		1.50 x credit hours
	AHPT 410 (4)	
	AHPT 411 (4)	
	AHPT 412 (2)	
	AHPT 413 (2)	
	AHPT 440 (4)	
	AHPT 640 (3)	
	AHPT 650 (4)	
	AHPT 655 (4)	
	FCNS 200B (2)	
	OMIS 351 (3)	1.33 x credit hours
	ENGL 303 (3)	1.33 x credit hours

H. Special Preparation Courses

MUSC 140 (Group Piano) 2.00 x credit hours

I. Nursing Clinical Experiences

1.50 x credit hours

NURS 313 (2)

NURS 333 (2)

NURS 323 (2)

NURS 343 (2)

NURS 433 (2)

NURS 443 (2)

NURS 453 (4)

Except on a voluntary basis, Instructors will not be assigned two 4-hour clinical courses in the same semester.

J. Other Nursing Clinical Experiences

1.25 x credit hours

NURS 460 (Now 463) (4)

K. Kinesiology and Physical Education Activity Courses

For activity courses meeting 100 minutes/week for 16 weeks 1.5 x credit hour

KNPE 217

KNPE 240

KNPE 241

KNPE 242

For activity courses meeting 150 minutes/week for 8 weeks 2.00 x credit hour

KNPE 209

KNPE 227

V. Internship and Practicum Type Courses

A. Enrollment Driven Workload Courses

FINA 458 (3)

MGMT456 (3)

MGMT458 (1-6)

OMIS 458 (3-6)

0.10 CUEs per student

AHPH 497	(6)	0.20 CUEs per student
AHPH 595	(1-9)	
KNPE 494	(1-6)	
Internship coordination		0.10 CUEs per student
(occurs semester previous to interning)		
Supervising interns		0.15 CUEs per student
(occurs during semester student is enrolled)		

B. Fixed Workload Courses

AHLS 470	(1-9)	3 CUEs per course
AHLS 480	(1-9)	
LTRE 530	(3)	
LTRE 531	(3)	
LTRE 540	(3)	
LTRE 550	(3)	
LTCY 587	(1-6)	
TLCI 585A	(3-6)	
LTIC 589 or TLCI 589x	(1-6)	
TLCI 585B	(3)	
COMD 426	(1)	
COMD 427	(1)	
COMD 428	(1)	
COMD 585	(1)	
COMD 586	(1)	
COMD 587	(1)	
COMD 590	(2-4)	
COMD 591	(1-12)	
COMD 592	(1-12)	
COMD 593	(1-15)	
COMD 594	(1-12)	
ENGL 528	(3-12)	
ENGL 696	(3)	
CAHC 550	(1-6)	
CAHC 551	(3)	
CAHC 586	(1-15)	
CAHC 686	(1-15)	
FCNS 475	(12)	
FCNS 431	(2-15)	
FCNS 474	(7)	
FCNS 490	(6-12)	
CAHA 586	(3-9)	
CAHA 686	(3-12)	



LEEA 586 (3-12)  
 LEEA 651 (3)  
 LEEA 686 (3-12)  
 EPFE 586 (1-9)  
 ETT 569 (3)  
 ETT 586 (6)  
 ETT 670 (3)  
 ETT 686 (6)  
 LEBM 511 (1-6)  
 LEBM 586 (3-12)  
 LEBM 686 (3-12)  
 PSYC 553 (1-3)  
 PSYC 554 (1-3)

C. Parallel Workload Courses

ART 489 (1-6)

CUEs same as student credit hours

VI. Course Coordinators

A. No Load Courses

All 200, 300 and 400 level CSCI courses

0.0 CUE for first course;  
1.5 CUE for each additional course (per semester)

MATH 101  
 MATH110  
 MATH155  
 MATH201

0.0 CUE for first course;  
1.0 CUE for each additional course

B. Minimal Load Courses

MATH402

3 CUEs per year

C. Average Load Courses

ACCY 206  
 ACCY 207  
 LTRE 100 (1-3)  
 LTRE 190 (1-3)  
 LTRE 201 (3)  
 COMS 100  
 COMS 100P (fall semester only)  
 ENGL 103-104-105

3 CUEs per semester

ENGL 103-104-105 ESL  
 CAHC 211 (3)  
 MATH110P  
 KNPE 100 (3)

VII. Instructionally Related Assignments

A. Advising

AHPH—Undergraduate Students 3 CUEs per semester  
 COMS—Pre COMS Students  
 MATH—MATH ED and Teacher  
 Certification Students

B. Coordinators of Learning Laboratories

COMS Media Lab 3 CUEs per semester  
 ENGL ESL Lab

Allied Health CLS Lab 6 CUEs per semester  
 ENGL ESP Lab

COMS 100P and Learning Labs 9 CUEs per year  
 Tutors

ENGL ESL Lab 3 CUEs per semester  
 ENGL ESP Lab  
 ENGL Writing Center

Other

AHPT Arrange Practicum Sites for:  
 AHPT 401 (1-3) 0.5 CUE  
 AHPT 430 (5) 0.5 CUE  
 AHPT 431 (13) 1.0 CUE

ENGL Teacher Intern Training 3 CUEs per semester  
 AHPT Clinic Coverage  
 CLAS Certification Coordinator 12 CUEs per semester  
 6 CUEs per summer

VIII. Student Teaching - Department of Teaching and Learning

A. Student Teacher Supervisor assignments will be finalized on the final date of the semester by which undergraduates may withdraw and receive a 100% tuition refund (e.g., February 1, 2005 for the Spring 2005 semester), this date being determined by the University. Supervisors will receive written confirmation of these assignments, including any overload. Supervision of Student Teachers who withdraw (or drop) before this date shall be compensated on a pro rata basis. The basis of the calculation of pro-rated compensation shall be the number of days that the Student Teacher proceeds into the semester divided by the total number of student teaching days in the semester (e.g., 16 weeks x 5 days per week). For example, if a student dropped student teaching on the third day of the first week of classes, the proportion would be 3 of 80 or 3.75 %. The Department Chair will consult with the Instructor with respect to the calculation of any pro-rated amounts and to confirm the actual dates of service with respect to a specific Student Teacher. Any additional Student Teachers assigned to a Supervisor after this withdrawal date shall increase assigned CUEs as per Article 4 of the Contract and the following CUE Guidelines.

B. Student Teaching—Elementary Education and Early Childhood

Students in 1 - 7.00 Schools:	0.67 CUEs per student
Students in 7.05 - 10.00 Schools:	0.75 CUEs per student
Students in 10.05+ Schools:	0.86 CUEs per student

For purposes of counting schools to determine multiplier values of CUEs per Student Teacher, any school with a full semester assignment shall count as one school for that semester's assignment, and any school with exclusively half-semester assignments shall count as 0.75 school.

C. Student Teaching—Special Education                      0.50 CUEs per student

Hearing or Visually Impaired                                      0.55 CUEs per student

IX. Over-Enrollment

If an Instructor's contact intensive class enrollment exceeds the stated capacity (or actual enrollment for specific courses) in the class during the 2005-2006 academic year by the percentages outlined below, that shall constitute an Over-Enrollment and an adjustment of 1 CUE shall be awarded per class.

For Classes Containing:	Any Increase over:
20 or under	25%
21-60	30%
61-100	35%

The Add-Drop deadline will be used as the official date for determining enrollments each semester.

Exceptions:

- Only over-enrollments assigned by the Chair shall be eligible for CUE adjustments;
- Large lecture courses in which evaluation is based heavily on machine-scored exams are not contact intensive, regardless of enrollment;
- Courses which rely heavily on guest speakers where the Instructor's role is limited to organizing and/or facilitating the course are not contact intensive, regardless of enrollment;
- For courses that are team-taught by several faculty, only one will get credit for over-enrollment;
- CUE adjustments will not be made if teaching assistants are assigned to deal with the extra work associated with the course;
- In determining historical trends, on-campus course sections will be compared only to on-campus course sections and off-campus course sections will be compared only to off-campus sections;
- Summer school classes that are covered by separate contracts;
- All off-campus classes that are offered for cohorts of students who enter and progress through degree/certification programs together; and
- Classes offered for less than three credit hours (one credit-hour course overloads will be adjusted by 0.33 CUE and two credit-hour course overloads will be adjusted by 0.67 CUE).

X. Student Teaching - Colleges other than Education [subject to change]

A. Pre Clinical Experience and Intermediate Experience

For the other colleges, Instructors who teach observational-based courses that are required as part of teacher certification programs will receive CUEs that match the credit hours listed for those courses in the Undergraduate Catalog.

B. Student Teaching

1. School of Nursing and Health Studies	0.50 CUE per student
2. Liberal Arts and Sciences	0.67 CUE per student
3. Visual & Performing Arts	0.67 CUE per student

- C. Travel Time  
Other colleges may adopt the Department of Teaching and Learning's adjustment for number of schools visited or negotiate another alternative to address the issue of travel time.

XI. One-on-one Studio Instruction

Music: Voice and Instrument	0.50 CUE per student
Art: Art and Design	0.50 CUE per student

XII. Summer Employment in English Department

Assist the Department's CHANCE program with testing, advising, orientation, curriculum development, and production of *Contemporary Voices*. All terms and conditions of employment, including compensation, are detailed in a Department announcement that is disseminated each fall.

XIII. Multiple Preparations

- A. If an Instructor's workload exceeds three (3) different preparations per semester or four (4) per year, an adjustment of 1 CUE will be awarded for each new preparation beyond these limits.

In counting preparations, the following shall not be included: KNPE activity classes, zero credit courses, 500-600 level courses (see Appendix A. IV. F), cluster courses (see definition in Appendix A. III.1) laboratory sections of courses, studio instruction, practica, internships, independent study, nursing clinicals, student teaching, and other courses that do not require substantial preparation. NIU and UPI must agree before other types of courses that are not listed here can be excluded in counting number of preparations.

- B. For any combination of KNPE activity courses for majors and nonmajors, an adjustment of 0.66 CUE will be awarded for each different preparation beyond five (5) per semester or seven (7) per year.

XIV. Mileage Adjustment

- A. No mileage adjustment is given if only one off-campus course is assigned to an employee in a given semester.
- B. For the second and each additional off-campus course that is assigned in a given semester, an adjustment of .04 CUEs will be awarded for each required round-trip of more than 60 miles up to a maximum of 1 CUE per course. Mileage is to be determined from the department's main office or the employee's home address, whichever is closer to the site of the off-campus course.

- C. Mileage adjustments do not apply to courses involving nursing clinicals, internships, practica, student teaching, and other types of training/instruction conducted in the field and for which travel adjustments are already made.

Mileage adjustments do not apply to instructors who are explicitly hired to staff off-campus sites (e.g., Hoffman Estates and the Rockford Center) or to staff programs that are offered primarily, if not exclusively, at off-campus sites (e.g., Executive MBA and Bachelors in General Studies).

- D. These CUE guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off-campus assignments.

XV. Other Full-Time Positions

Any full-time position that is not covered by the above categories shall be assigned 12 CUEs per semester. These positions will be defined by job descriptions that (a) are developed by Department Chairs in consultation with the affected employees and (b) are approved by the Dean of the relevant college and the Provost.

XVI. Other Non-Instructional Activities

At the sole discretion of the Department Chair and with the prior approval of the Dean of the relevant college, an Instructor may be assigned to other non-instructional activities not listed above that directly support the mission of the department. The CUEs to be credited for such activities shall be individually negotiated and mutually agreed upon prior to the commencement of the activity.

The following represent some, but not all of the, activities that can support the mission of a department.

- Working on curriculum development;
- Serving on University, College, or Department committees;
- Writing grant proposals;
- Engaging in scholarly or artistic endeavors;
- Holding office in a professional organization;
- Evaluating student portfolios or recitals;
- Database creation and management.

## XVII. Extra Compensation

Instructors frequently perform extra duties that are not easily converted into credit unit equivalencies. These duties include, but are not limited to, such diverse activities as the following:

- Making occasional presentations in seminars, workshops, or other classes;
- Preparing cadavers for anatomy courses;
- Proctoring GMAT exams;
- Participating in other testing programs;
- Serving as day trip or summer camp director;
- Providing language interpretation for foreign dignitaries while on campus;

Opportunities to earn extra compensation will continue to be available for Instructors through individually negotiated contracts.

## **MEMORANDUM OF UNDERSTANDING**

### **Northern Illinois University College of Business Criteria for Determining *Professional Qualification***

#### **Establishing Professional Qualification**

The Northern Illinois University College of Business benefits by hiring full-time faculty who have substantial professional experience in areas related to their teaching assignments when they are hired. To be considered Professionally Qualified at hiring, a candidate must have:

- a terminal professional degree (e.g. MBA, MA, MS), or a terminal academic degree in the relevant discipline,
- significant professional-level industry experience and be currently certified/licensed if applicable to that profession's standards (eg. CPA), or
- at least five years of full-time professional experience at a sufficient level and responsibility (e.g. partner, director, vice president, manager) relevant to the faculty member's teaching assignment.

#### **Maintaining Professional Qualification**

All Professionally Qualified Instructors are expected to demonstrate evidence of continuing commitment to professional development activities which support subject matter competence in their field and in their teaching.

Maintenance of Professional Qualification can occur either through intellectual contributions or professional activities which assure the continuing understanding of the business world that has been attained through experience. Maintenance of qualification requires participation in a mix of professional development activities over five years that sustain both subject area competence and teaching competence. Activities must be relevant to an Instructor's teaching assignment.

Professional Qualification will be one of the criteria included in the Instructor Service Report and will be incorporated into the Instructor's Annual Evaluation. Instructors need to keep documentation and consult with Chairs regarding appropriateness of related activities. Chairs will provide a written record of both yearly and 5-year cumulative point totals on the Instructor's Annual Evaluation.

To maintain Professional Qualification status, an Instructor must engage in activities that generate a minimum score of 50 points over a five (5) calendar year time period, constituting a rolling average of 10 points per year. Points per activity are listed on the attached tables.



Points have been assigned to each activity based on three criteria:

1. Degree of enhancement of faculty member's subject area competence or teaching competence.
2. Level of interaction with members of the business community.
3. Degree of relevance to teaching assignment.

All Instructors designated as "Professionally Qualified" (PQ) on January 1, 2012 will have 50 points designated to them for prior year activities: 10 points for each of the five years, 2007 - 2011. If an examination of prior year activities using the new system results in a higher number of points, however, an Instructor may use the higher points. Instructors must accumulate sufficient points in 2012 and subsequent years to maintain PQ status.

The College of Business will provide financial support for activities that contribute significantly to maintaining professional qualification. The significance of the activity and the level of support will be determined by the Dean and Associate Dean for Administration for the College of Business.

After October 1 and prior to December 15 of each academic year, either party to this Agreement may recommend specific changes to this Memorandum. Both parties agree to discuss these recommendations. Joint approval by both the Union and University shall be required before any change to this document is authorized and implemented.

\_\_\_\_\_  
For the University                      Date

\_\_\_\_\_  
For the Union                              Date

**Northern Illinois University College of Business  
PQ Activity Point Assignments**

<b>Subject Area Competence</b>	<b>Points</b>
Attend College-Sponsored Presentations/Workshops	3-5
Attend Conferences/Seminars	3-5
Board of Directors	5-10
Other Publications	5-10
Completing a CPE course	5-10
Presentations-Other	5-10
Editorial Review Board	5-10
ELC Participation/Semester	5-10
Presentations-Regional	10
Create/Deliver Programs	10-15
Editor	10-15
Leadership in Organizations	10-15
Related Employment	10-15
Related Consulting	10-15
Textbook Review	10-15
Presentations-National	15
Complete Relevant Courses	15
Faculty Internship	15-20
Refereed Journal Article	15-20
Textbook Publication	25
Professional Certification	25

<b>Teaching Competence</b>	<b>Points</b>
Attend Conferences/Seminars	3-5
Editorial Review Board	5-10
Other Publications	5-10
Presentations-Other	5-10
Presentations-Regional	10
College/Dept Committee Service	10
Create Instructional Materials	10-20
Create/Deliver Programs	10-15
Editor	10-15
Leadership in Organizations	10-15
Textbook Review	10-15
Textbook Testing	10-15
Presentations-National	15
Textbook Publication	25
Refereed Journal Article	30

# MEMORANDUM OF UNDERSTANDING (MOU)

## Article 20

The following memorandum of understanding recites agreed-upon provisions concerning the administration of Article 20.4 (Salary Increases – Succeeding Years), for Instructors included in the UPI Collective Bargaining Unit:

1. For Academic years 2012-13 and successive academic years of this agreement, in the event that an Instructor employed in the UPI Collective Bargaining Unit is provided a Fall Semester appointment (8/16 – 12/31) and the University implements the contingency clause pursuant to Article 3.2d., resulting in that Instructor being terminated from employment with NIU or reduced to a less than 50% appointment effective with the succeeding Spring Semester appointment (January 1<sup>st</sup>), and if the Instructor is reappointed to a bargaining unit position for the immediate succeeding Fall Semester, the Instructor will be issued a new contract salary inclusive of the any increment provided in the previous mid-year time frame for which they would have otherwise been eligible had the contingency not been implemented and employment had been continuous. This provision will not apply to an Instructor in the bargaining unit who terminates or interrupts employment due to resignation, retirement, acceptance of another position, or any other basis for termination/interruption of employment with the exception of an Article 3.2d contingency.
2. If the combined NIU salary increases implemented pursuant to Section 20.4a for the 2012-13 and 2013-14 academic years do not equal or exceed two and a half percent, a range adjustment will be implemented effective as of August 16, 2014 to all Instructors who are continuously employed in the bargaining unit for the first three academic years of this agreement (throughout the 2011-12, 2012-13 and 2013-14 academic years) and were otherwise eligible to receive an increment pursuant to Section 20.4a. This range adjustment will be the difference (if any) between two and a half percent and the combined total of NIU salary increases for the 2012-13 and 2013-14 academic years implemented pursuant to Section 20.4a. This range adjustment would be made to offset compression effects that would otherwise occur because of annual adjustments to the minimum salaries (see 20.3).

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For NIU

Date

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For UPI

Date

## **Memorandum of Understanding**

### **Confidentiality Agreement**

With respect to the 2011 – 2016 Collective Bargaining Agreement, the parties agree to refrain from public announcements, critiques, or press releases pertaining to negotiation proposals or any release of information pertaining to the costs or percent increases in whole or on an individual basis. The parties acknowledge that language provisions of the agreement may be discussed with relevant administrators, department chairs, deans, and members of the bargaining unit as necessary to facilitate the ratification process, subsequent contract administration protocols, and that the actual contract will be available for general distribution and on-line.

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For the University                      Date

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For the Union                              Date

# MEMORANDUM OF UNDERSTANDING (MOU)

## College Level Adjustments

Following ratification and implementation of all measures collectively agreed upon in the new 2011-2016 Collective Bargaining Agreement between the two parties as it relates to salaries and wages, including those specified in this article, colleges may make supplemental base adjustments to individual Instructor's salaries to address departmental salary issues, including salary compression, pursuant to criteria developed by the colleges and to the extent specifically allocated by the college. These adjustments shall not be considered as part of the overall negotiated salary adjustment for this bargaining unit and shall not be construed to establish practice or precedent in terms of University procedures. The adjusted rates will become the new base salary for the respective Instructors.

For the remaining years of the contract, college adjustments may be implemented on any August 16 (2012, 2013, 2014, and 2015) or January 1 (2013, 2014, 2015, and 2016). Before any college adjustments are implemented, however, the UPI Chapter President would be informed in writing of both the specific adjustments which are planned and the rationales for those adjustments.

The Union agrees to release the University from all claims with respect to any grievance or litigation concerning the distribution or implementation of the salary adjustments mentioned in this section of the contract.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date