



Special Meeting  
of the  
Board of Trustees

*May 10, 2018*

**A G E N D A**

**Special Meeting of the  
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY  
12:00 p.m. – Thursday – May 10, 2018  
Board of Trustees Room  
315 Altgeld Hall**



1. Call to Order and Roll Call
2. Verification of Appropriate Notification of Public Meeting
3. Meeting Agenda Approval ..... *Action*..... i
4. Review and Approval of Minutes of December 7, 2017 ..... *Action*..... 1  
February 15, 2018..... *Action*..... 18
5. Chair's Comments/Announcements
6. Public Comment
7. President's Report 122
  - a. University Recommendation Forwarded by the Board Committees
    - 1) Collective Bargaining Agreement (AFSCME 1890) ..... *Action*..... 21
    - 2) Collective Bargaining Agreement (MAP 291) ..... *Action*..... 22
    - 3) Request for a New Degree Program – B.S. in Mechatronics Engineering ..... *Action*..... 23
8. Other Matters
9. Next Meeting Date
10. Closed Session
11. Adjournment

\*Individuals wishing to make an appearance before the Board should consult the [Bylaws of the Board of Trustees of Northern Illinois University](#), Article II, Section 4 – *Appearances before the Board*. Appearance request forms will be available in the Board Room the day of the meeting. For more information contact Kathleen Carey, ([kjahns@niu.edu](mailto:kjahns@niu.edu)) Recording Secretary to the Board of Trustees, Altgeld Hall 300, DeKalb, IL 60115, 815-753-1273.

**Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Kathleen Carey, (815)753-1273, as soon as possible.**

Meeting of the  
**BOARD OF TRUSTEES**  
**OF NORTHERN ILLINOIS UNIVERSITY**  
December 7, 2017

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 9:01 a.m. by Board Chair Wheeler Coleman in the Board of Trustees Room, 315 Altgeld Hall. Recording Secretary Kathy Carey conducted a roll call. Members present were Trustees Dennis Barsema, Robert Boey, John Butler, Giuseppe LaGioia, Veronica Herrero, Tim Struthers, Eric Wasowicz and Board Chair Wheeler Coleman.

Also present: Acting President Lisa Freeman, Board Liaison Matt Streb; Acting General Counsel Greg Brady; Acting Executive Vice President and Provost Chris McCord; Vice Presidents Jerry Blazey, Anne Kaplan, and Associate Vice Presidents John Heckmann, Larry Pinkelton; and University Advisory Council (UAC) Representatives Barb Andree, Catherine Doederlein, Alex Gelman and Linda Saborio.

**2. VERIFICATION OF QUORUM AND APPROPRIATE NOTIFICATION OF PUBLIC MEETING**

Acting General Counsel Brady indicated the appropriate notification of the meeting has been provided pursuant to the Illinois Open Meetings Act. Mr. Brady also advised that a quorum was present.

**3. MEETING AGENDA APPROVAL**

Chair Coleman asked for a motion to approve the meeting agenda. Trustee Butler so moved and Trustee Wasowicz seconded. The motion passed. Chair Coleman indicated there would be a motion later for a consent agenda of agenda items 9.b.1 through 9.b.16, and 9.c.6 and asked for a motion to approve the consent agenda. Trustee Butler so moved and Trustee Boey seconded. The motion passed.

**4. REVIEW AND APPROVAL OF MINUTES OF SEPTEMBER 14, 2017**

Chair Coleman asked for a motion to approve the minute of September 14, 2017. Trustee Wasowicz so moved and Trustee Butler seconded. The motion was approved.

**5. CHAIR'S COMMENTS/ANNOUNCEMENTS**

Chair Coleman offered the opportunity to speak to representatives from the University Advisory Council.

Barbara Andree: I am the President of the Operating Staff Council and the council is meeting right now in the Sky Room and connecting with Anna Quider who is providing valuable information on the potential ramifications of the tax reforms in Washington. There are many provisions that will negatively impact our students, faculty and staff over time if they are enacted and we want to stay up to date. I would like address two issues that impact Operating Staff significantly. First I'm gratified to see that there are four bargaining agreements to be reviewed for ratification by the board. Because there is a significant portion of the operating staff and faculty now involved in negotiations, some for an initial agreement and some for renewals, we are hopeful that productive movement forward will continue toward respectful and fair conclusions. It is very difficult to feel confident about the future when we feel marginalized and so much is still up in the air for our constituents. Second is the presidential transitional agreement. The operating staff continues to work hard in support of NIU's success in the face of great challenges and change. We ask that the Board of Trustees also show their support by encouraging fair treatment and shared governance wherever and whenever possible. But as the students who spoke at the last board meeting said, we all need to back up our words with actions. Civil Service employees are constantly being evaluated on what we do at our desk or work station or in the buildings that we service. What we do is observed and judged. We can all speak lovely powerful words and still act in ways that damage the university's reputation and

destroy trust. I have heard from many operating staff when Doug Baker was let go that the money given to him when he was reported to be mismanaging funds and resources seemed to be throwing good money after bad. Where was the ethics clause in this contract? He was given so much after we have been told for years there's no money for you all. Like my predecessor, Holly Nicholson, who spoke eloquently at the June board meeting, I too have been an employee at NIU for over ten years and I graduated from NIU with my BA in 1973. She encouraged everyone to speak positively about NIU and stop the negativity. Now we have to revisit this situation that continues to feel unfair at best to many of us. The future actions of the administration and you the Board that clearly demonstrate your commitment to honesty, transparency, and ethical leadership will need to be bold. Implement real change and make sure with a better presidential contract for instance, that this kind of damage will not happen to NIU in the future. Thank you for your time and consideration.

Alex Gelman: The recently passed, or currently passing, tax bill is causing a great deal of confusion and concern among out graduate students. The concomitant noise in the press has never made the distinction between truth and accuracy more clear than it is now. I've been fielding questions from graduate students the last few days wondering about what their financial situation would be vis-à-vis possibly taxing their tuition waivers and all and parts of their assistantship. I do not presume to know what the answer to that is, but I hope that as soon as we as an institution are able to achieve clarity on that front, that we'll be able to communicate to them. Confusion and uncertainty is causing a problem at least as substantial as the potential hardship that the circumstances might ultimately inflict. So if we could do our best to communicate to them as soon as we know, not just what will be, but what the options are depending on what there will be so they know what they're doing. I fear some will be making decisions to discontinue their education based on fear and inaccuracy rather than justified genuine difficulties that they'll be facing. Thank you.

Linda Saborio: I have a very brief comment regarding the discussion today on former President Baker's resignation. It is unfortunate in my opinion that the Board is being asked to address again the conditions of former president Baker's resignation. Some of us would prefer to see certain issues from the past remain in the past because we are genuinely interested in moving this institution forward. Thank you very much. Have a nice day.

## **6. C PUBLIC COMMENT\***

Acting General Counsel Brady indicated that there were four requests for public comment. Chair Coleman instructed the speakers that they would be allowed five minutes for their comments and called the first speaker to the podium.

Charles Philbrick: Good morning. My name is Charles Philbrick. I was counsel for Misty Haji-Sheikh in the matter commonly known as Haji-Sheikh vs. the Board of Trustees of Northern Illinois University. Ms. Haji-Sheikh and her husband are abroad right now so she was not here to be able to speak, but she did provide me some comments that she would like to make and she's asked me to make them on her behalf. Misty Haji-Sheikh would like to say: Members of the Board of Trustees, today you have a chance to do what is right to follow the law and to show that you want to regain the trust from the students, parents, faculty and staff and the citizens of DeKalb. Today you are to vote on the severance package for the outgoing President Baker. You may call it a presidential transition agreement, but he has been gone now for six months. You are appointed the Board of Trustees. Let that sink in. Trustees. The word trustee has the word trust in it. We want to believe in you, trust in you, your leadership, but you must be shining citizens. You must be the first to follow the law. You are the ones who must do your homework, ask the questions from staff including your legal advisors and make sure that you are the ones that the students, staff, faculty and citizens admire and look to for your leadership. I also hold a position that includes doing homework and being an example. That is why many, many people, have reached out to me. These are members of the NIU family, faculty, staff, students, administration. Some of these people who love NIU but won't speak for fear of retaliation. Member of the public, tax payers, concerned citizens working and retired, elected officials from throughout the county, those running for office, and even those that do not live in DeKalb county, they speak with one voice. They all say that you, the Board of Trustees, need to listen to them and

take the appropriate action. They have all said that they feel that President Baker should be made to give back the money that anyone, and in this case Mr. Baker, who is found to have mismanaged a million dollars by the Office of Inspector General, should have been fired for cause. Didn't Mr. Baker's original contract include a clause that spoke to being able to fire him for cause if he harmed the university? These hard working people care about NIU. They want you to make things right. As for myself, if you remember, I have spoken to you several times most recently back in May, and asked you to do the right thing. I spoke to you in June and asked again. I felt that my words fell on deaf ears. I do not know what you were told by your legal advisors, but my lawyer spoke to the press and let you know that you could retake the vote and avoid going to court. I feel that too much time and too much waste has brought us to this point. Six months later you are now about to retake that vote. You took the actions that brought us here today. What do I want? I want you to follow the law. I want you to listen to all the people who reached out to me when they didn't feel that they could come to you. I want NIU to be the best it can be. That is why I came to you in the first place. Today do what is right. Today when you vote, vote to show that you understand your responsibility as trustees. Vote to show the students that they come first. Vote to improve NIU. Thank you.

John Kraft: I agree with everything Misty said through her attorney. I'm glad she took it to court. It's unfortunate that the university did not follow the law when it could have. The judge even said you didn't follow the law. We were in a similar situation down in Clark County with the park board that didn't follow the law. It took two years to get that through the court. I'm surprised this went so fast. But we won, just like Misty won. I find it hard to believe first of all that after the scathing report from the OEIG that Dr. Baker was even given the opportunity to resign. He should have just immediately been fired. I really think that report should have been given to the State's Attorney for him to look at. I read through his annual performance report. I didn't read through the previous ones, but I'm assuming that they were probably similar. It did not include any of the flaws that were found in the report from the executive inspector general and it's a shame that he left here with a good report and over half a million dollars in his pocket for mismanaging the university. The trustees are appointed by the Governor to manage the university in a positive way and to protect the tax payer funds that are sent to the university and to give somebody \$600,000 because they mismanaged the university. Well I'm sure you didn't give it to him because he mismanaged the university, but to get him out of here. To give him \$600,000 when he mismanaged the university, that's not protecting public funds in my opinion. Thank you.

Keith Nyquist: I am the president of the NIU Instructors Union also a member of the Department of Management faculty. I would like to address the board and to comment on one of the agenda items, action on the contract with the NIU Instructors Union. I want to report that our membership has voted unanimously to ratify this contract and that the university professionals of Illinois has indicated its support for the agreement as well. We believe we have a contract that will be easier to administer, will benefit the instructors and NIU as a whole and we believe that it is a fair agreement. Among the changes in the contract, perhaps the most significant is the elimination of the five-year rule. A policy that while it is no longer enforced, put in writing that non-tenured faculty were considered temporary employees here at NIU. We are glad we now potentially have a contract that fully recognized our significant contributions to this university and most importantly to our students. So I respectfully ask for the board to approve this agreement and I thank you for your time.

Virginia Naples: I had a prepared set of comments I was going to make which were fairly brief, but I also, just immediately before the meeting, started receiving a series of comments from several of my undergraduate students. They had been asking what was going on with the university and want to be well informed and have been very well informed by many different sources. So with your indulgence I would just like to read what I just received, verbatim. This is from several students in a course in biological sciences. They are mostly juniors and seniors and they have a lot invested in their career success here at NIU. The student writes, I recently called the Health Services for psychiatry and told they aren't accepting any new patients. I asked when they would be accepting new patients and if they had an enrollment period or a waiting period and the person said they had absolutely no idea when they could accept new patients because they only have one psychiatrist and that is serving the entire 17,000 plus student population. That individual is retiring after this year is over and they do not have any plans to replace that person. She suggests that this would be a very important thing that could be used from receiving back some of the

severance money from President Baker which is the main message I was going to ask was that the Board of Trustees rescind the \$617,500 from ex-president Baker which I understand he's already received \$587,500. She says, and the other students with her say, they don't believe he should be able to keep a portion of the severance fund because it was given to him as if it was a reward and he has never been penalized for his wrong doing against the university, the students, or the community. It should be given back for building maintenance, psychiatry, health services, faculty, and she was going on saying a co-worker, her husband has worked as a professor for several years and has not had a single raise. This is true for more of us and probably longer 8 to 9 or 10 years in fact and that means that the faculty are earning less and less every year with the inflation costs. Because so many of us struggle to make ends meet, working multiple jobs, having to support our families, our parents, our children and are pursuing our degrees, monetarily supporting the university just for people who are supposed to help us reach our dreams and make the path just a little bit easier. Instead they steal from us and get paid more than they deserve and this is what she and the other people are saying about the ex-president. He does not need the money when students who shell out tens of thousands of dollars just for tuition, pay for things that should already be included in the price of tuition including text books and other materials. There are many other things that are needed. Some of the things that she goes on to talk about is that there is an average six month wait for mental health services for students and if they are turned away they don't have any other resource. Also they have problems with having laboratories not having sufficient equipment because equipment is broken. She sites that some of the chairs in chemistry laboratories are insufficient for the number of students and they end up sitting on I beams. So she requests that additional support facilities be provided and there are not enough staff to do all of the things that they need to do and is the campus being made effectively safe enough for all of our students. I summarize, but I will be happy to forward this set of statements to our Board of Trustees because there is a lot more to it. It was very well crafted and written and I was extremely impressed by the dedication and interest and understanding of the issues these students displayed. The one additional thing I would like to say in addition to. I would plead that the Board of Trustees would get back the \$617,500 is that I would very much like to see although there are literally dozens of worthy projects that the money be provided to increase the salary increments for staff and faculty and especially our graduate assistants who barely make a living wage to begin with, and who are additionally threatened by potential federal income tax changes. So I cannot ask for additional money by agreement from the UFA, the United Faculty Alliance, with our administration. We would not turn down any gifts that were offered to us, but we would very much like to support the idea that all of our other cohorts of employees in all the different categories at the university receive this money which is essentially not in the budget because it has already been considered spent. If we can indeed get it back, it would be a windfall and that would make our Board of Trustees have a wonderful means of having improved the reputation of NIU taking us in a better direction than we had been in the past.

Chair Coleman commented, as Board Chair, I'm going to be the Trustee that speaks to the matter of the Presidential Transition Agreement.

- Although it is the Board's general practice not to specifically comment on pending litigation, and the Board is currently weighing its options following the judge's most recent ruling, I will comment on the Board's keystone objective, and that is to do what is in the best interest of the university. The Board has a fiduciary duty to make decisions that are informed and reasonable, while being mindful of complying with applicable State statutes and regulations and University policies and procedures.

- The intent of the Presidential Transition Agreement was to effectuate a clean and swift separation between the University and Dr. Baker in a manner that resolved any and all actual or potential issues between the parties; including, but not limited to, Dr. Baker's presidency, his tenured faculty position with a \$225,000 annual salary, any claims for deferred compensation, and a release of any actual or potential claims against the University by Dr. Baker.

- There are several points to this agreement that I want to breakdown and make clear. First, this agreement outlined that Dr. Baker willingly gave up his contractual right to being a tenured faculty member in the College of Business where he would have been paid \$225,000 annually for any number of years. In theory, if he taught for five years, it would total \$1.125 million and more than \$2.5 million

if he taught for ten years. Instead, he relinquished his tenured appointment for a significantly less amount.

- Second, and this is critical, the Presidential Transition Agreement eliminated the risk of potential protracted and expensive litigation brought by Dr. Baker that would divert critical time, money and attention of the University. To be clear, under this agreement, Dr. Baker would not be able to file any future claims, for any reason, against NIU. There is not an easy way to put a financial value on that waiver, but we have seen multiple scenarios, several here within in the State of Illinois and others in the national spotlight, where organizations are having to invest significant time and pay millions and millions in litigation – let-alone on actual settlements, with former employees.

- In approving the Presidential Transition Agreement, we made a business decision and acted in the best interest of the university, both in the short and long term. We acknowledge that not everyone will agree and for some this is an emotional topic, but the challenging decisions we have to make as Trustees will not always be well received by everyone.

After the June Board meeting, Misty Haji-Sheikh filed a lawsuit. The Court entered a temporary restraining order restricting the Board from taking “any further action concerning the Transition Agreement” until the judge ruled in the case. Because of that broad wording, the Board was concerned that taking an earlier re-vote might have violated that order. Now that the judge has ruled in the case, the Board is free to take a re-vote.

- Moreover, at all times, the Board reasonably and in good faith believed, and continues to believe, that the University complied with all of the requirements of the Illinois Open Meetings Act and the new amendments to the NIU law in its approval of the Presidential Transition Agreement with Dr. Baker.

- The claims made against the Board during the litigation involved a variety of counts. In all but one of the court’s findings, the judge ruled in favor of the Board. The core complaint was that the Board violated new amendments to the Northern Illinois University Law concerning presidential employment agreements. The judge agreed with the Board that such amendments do not apply to the Presidential Transition Agreement, and rejected the Plaintiff’s arguments in total as they relate to the Northern Illinois University Law.

- Other claims made against the Board concerned whether the Board properly conducted a review of the former president’s performance, and considered that review when contemplating the Presidential Transition Agreement. The judge agreed with the Board that these requirements do not apply to the Presidential Transition Agreement.

- Other than the judge’s limited finding that the Board’s wording in the agenda item was not sufficient for the Board to act on the Presidential Transition Agreement at its meeting on June 15th, the judge found that the Board complied with the Illinois Open Meetings Act. The judge found that the Board complied with the requirement to post notice of the Board meeting and the requirement to post the proposed agenda for the meeting 48 hours in advance. The judge further held that that the Board complied with the requirement in the Open Meetings Act to do a public recitation of the item before taking action on it.

- All of the judge’s findings in our favor confirmed the Board’s analysis of the law at the time we approved the Presidential Transition Agreement as to those issues. Nothing in the judge’s ruling indicated that the Board did not then, or does not now, have the authority to develop and approve the Presidential Transition Agreement, or to include within it all of its terms and conditions.

- As for the wording of the agenda item, there is little guidance on what is required to fulfill the Open Meeting Act’s requirements that the “general subject matter” of the item be posted in advance. Even the judge in this case noted that there are no court rulings that he could find that define “general subject matter.” While the judge declined to define what specificity is required to show the “general subject matter” that is necessary under the law, the University has now gone well beyond what the

Open Meeting Act requires, publishing not just a statement of the subject matter of the action, but a summary of the agreement's main terms, as well as a copy of the agreement itself and the presidential evaluation. All of these items were shared previously with the public in June.

- It is imperative that the Board continue to move forward and focus its attention on the long-term health and well-being of the University. Therefore, today the Board will again consider the Presidential Transition Agreement with Dr. Douglas D. Baker.

Chair Coleman continued, we will now move forward with the agenda.

## **7. REPORTS OF BOARD COMMITTEES AND BOARD LIASIONS**

Chair Coleman reported that the committee reports are not going to be verbal at this meeting due to time constraints, however, they could be found in the Board Report as an information item under Agenda Item 7.

## **9. CHAIR'S REPORT NO. 82**

Chair Coleman moved to the Chair's Report No. 82.

### **Agenda Item 8.a. – Presidential Transition Agreement**

Chair Coleman began, we will now move to the Chair's Report No. 82 Agenda Item 8.a. Presidential Transition Agreement and I will read the summary of the agreement and then we will take a vote. The Board of Trustees and Dr. Baker mutually desire to enter into a Presidential Transition Agreement ("Agreement") to reflect Dr. Baker's separation from the University and the amicable resolution of any and all matters concerning Dr. Baker's relationship with the University. The Board of Trustees has received, reviewed, and considered the annual performance review of Dr. Baker when contemplating the Presidential Transition Agreement. The following is the nature of the Agreement being considered by the Board of Trustees and other information about the Agreement that is intended to inform the public of the business being conducted by the Board:

- A. In exchange for appropriate consideration provided by the Board, and as described below, Dr. Baker agrees to separate from the University and relinquish his position as President of Northern Illinois University, effective June 30, 2017.
- B. Upon Dr. Baker's resignation, the Board of Trustees agrees to pay Dr. Baker one (1) year of Dr. Baker's base salary in the amount of \$450,000.00 and applicable benefits, less applicable deductions or withholdings as required by law and regulation.
- C. In addition, Dr. Baker agrees to surrender any right or ability to assume active faculty duties in the College of Business. Under Dr. Baker's Employment Agreement, effective July 1, 2013, Dr. Baker could elect to assume active faculty duties at a rate of \$225,000.00 per year, upon the conclusion of his service as President. In consideration of Dr. Baker's agreement to surrender any active faculty duty rights, the Board of Trustees agrees to pay Dr. Baker a one-time lump sum payment of \$137,500.00, less applicable deductions or withholdings as required by law and regulation.
- D. Pursuant to Article IX of the Board of Trustees Bylaws, the Board of Trustees agrees to pay Dr. Baker an amount up to but not exceeding \$30,000.00 for Dr. Baker's reasonable, unpaid expenses for legal counsel in relation to his service to the University.
- E. Dr. Baker has agreed to leave the University President's official residence on or before July 31, 2017.
- F. Dr. Baker agrees that other than the payments set forth above, no additional amount is payable to Dr. Baker under the provisions of the Agreement. Dr. Baker further releases any claim related to his

employment with the University existing on or before execution of the Agreement, and agrees to waive any right to use a University internal grievance or appeal process, or any other administrative or judicial process for such claims.

**For Approval:** The Board hereby agrees to the terms and conditions outlined above and authorizes those terms and conditions to be reduced to a mutually-agreed, written Presidential Transition Agreement between the Board and Dr. Baker.

Chair Coleman continued, may I have a motion to approve the terms and conditions of the Presidential Transition Agreement between the Board and Dr. Baker?

Trustee Butler so moved and Trustee Boey seconded the motion. Acting General Counsel Brady asked the trustees to take one final review of the documents. Chair Coleman called for a vote and the motion was approved.

Acting General Counsel Brady added, members of the Board before you there is a copy of the presidential evaluation from 2017 for Dr. Baker. This is information that you have previously reviewed and considered. It is information that has been posted on the Northern Illinois University website for the Board of Trustees since June. I ask that you take a moment to review and consider that document before this vote is taken.

Chair Coleman added, I'd like to pause for a second and I know all of our Trustees have read the presidential performance agreement and I know all of you have read the transition agreement, but I'd like to just take a moment to give anybody an opportunity to refresh their memory before taking a vote on what's in front of you.

Chair Coleman called for a vote on the motion and the motion carried.

### **Agenda Item 8.b. – Presidential Search Planning Committee**

Chair Coleman continued, Agenda Item 8.b.is seeking approval of the membership of the Presidential Search Planning Committee. The committee will meet periodically from January 2018 through May 2018 and report back at the June 2018 Board meeting. Before you, is a list of the 13-member committee that will do the pre-planning of the search committee. Can I get a motion to approve the members of the 13-member Presidential Search Planning Committee?

Trustee Butler so moved and Trustee Boey seconded the motion.

Chair Coleman added, Trustee Barsema I want to thank you for agreeing to chair this committee. You know the importance of this committee and making sure that we embrace shared governance as we receive members from the university to help us plan for the critical step of searching and selecting our next president so I want to thank you publically and personally for agreeing to accept this assignment. To the other members of the search planning committee, I want to thank you for your time and your commitment. You know the challenge that's in front of us. We trust that collectively we will be able to move forward and prepare a rich and productive presidential search. At this point if I don't see any other discussion items or any other comments then I'd like to take a vote on this.

Motion carried.

### **Agenda Item 8.c. – Board of Trustees 2018 Meeting Dates Approval**

Chair Coleman continued, the next agenda item 8.c. are the proposed dates for the 2018 Board meetings for both the committee meetings and the board meeting dates available. Can I get a motion?

Trustee Butler so moved and Trustee Struthers seconded. Motion carried.

### **Agenda Item 8.d. – Closed Session Minutes Review and Release**

Chair Coleman continued, the next agenda item is 8.d. it's addressing the release of the closed session meetings. Twice a year the Board considers this item and at this time has elected not to release any of the closed session minutes from the past six months. May I have a motion to approve this action?

Trustee Struthers so moved and Trustee Herrero seconded. The motion was approved

## **8. PRESIDENT'S REPORT NO. 120**

Chair Coleman called for a motion to pass the consent agenda on the following agenda item: Item 9.b.1 fiscal year 2017 report on capital activities; 9.b.2. fiscal year 2017 annual report on transaction involving real property; Item 9.b.3. periodic reports on investments; 9.b.4. quarterly summary reports of transactions in excess of \$100,000; 9.b.5. quarterly financial summary fiscal year 2017 year end; 9.b.6. quarterly financial summary fiscal year 18 first quarter; 9.b.7. fiscal year internal audit update; 9.b.8. professional excellence award for faculty and staff; 9.b.9. recruitment and retention presentation; 9.b.10. oversight of academic programs; 9.b.11. state legislative update; 9.b.12. federal regulation update; 9.b.13. sponsored programs administration; 9.b.14. faculty scholarship; 9.b.15 strategies to support scholarship; 9.b.16. university press requests for proposal posting; 9.c.6. grants and contracts.

Trustee Butler so moved and Trustee Wasowicz seconded the motion. Motion carried.

## **University Recommendations Forwarded by the Board Committees**

### **Agenda Item 9.a.(1) – Fiscal Year 2019 Out-of-State College of Law Tuition Recommendation**

Acting President Freeman presented the first agenda item in this category. Agenda item 9.a.1 fiscal year 2019 out-of-state College of Law tuition recommendations. The recommendation is to eliminate the out-of-state tuition rate of College of Law students. The university requests that the Board approve this recommendation today at it's meeting and the committee forwarded this recommendation from this morning's committee meeting.

Chair Coleman called for a motion to approve. Trustee Wasowicz so moved and Trustee Struthers seconded. The motion was approved.

### **Agenda Item 9.a.(2) - Fiscal Year 2019 Pricing Recommendation**

Acting President Freeman continued, Agenda Item 9.a.2. is the fiscal year 2019 pricing recommendation. Again this recommendation was forwarded from this mornings meeting of the Finance, Audit, Compliance, Facilities and Operations Committee. The university requests that the Board endorse the request for FY19 tuition, fees, room and board as detailed in this item on tables 1 to 3, summarized in table 4 and ask them to vote to approve this recommendation at this time.

Chair Coleman asked for a motion to approve agenda item 9.a.2. fiscal year 2019 pricing recommendation. Trustee Butler so moved and Trustee Herrero seconded. The motion passes.

### **Agenda Item 9.a.(3) - Intercollegiate Athletics and Division of Administration & Finance IHSA State Football Championship Ticket Agreement**

Acting President Freeman presented, Agenda item 9.a.3. is related to the Intercollegiate Athletics and Division of Administration and Finance IHSA State Football Championship ticket arrangement. The university requests Board of Trustees approval of expenditure authority for fiscal '18 as indicated in the item not to exceed \$400,000 in essentially pass through. The university is recommending Board approval of this recommendation.

Chair Coleman asked for a motion to approve agenda item 9.a.3. Intercollegiate Athletics and Division of

Administration and Finance of IHSA State Football Championship ticket agreement. Trustee Boey so moved and Trustee Butler seconded the motion.

Trustee Barsema asked, what is the final outcome of the costs, the final number? This was one from the last meeting last month that we hadn't played the championship yet, so now we've played it, do we have a summary of what the final outcome was relative to the cost and such? Because I know the effort was to run this at a break even for NIU or come close to break even. Do we have a final number yet or not?

Board Liaison Streb responded, we do not have a final number. I can say that John Chaney said that initial pass through revenues and tickets prior to the final audit appears to be about \$262,980. We will certainly have him follow-up once all the financial accounting is done to give you what the overall cost was versus revenue and that type of thing. I know there was an article written around the time of the IHSA that said that they believe that there was a million dollars' worth of money that came into the community as a result of the championship games.

Acting President Freeman added, I believe our final break even calculation will also include parking revenue as well as some contributions from the DeKalb Community Foundation. So we will get that final accounting to you, but the projection was for break even when I last heard it.

Trustee Barsema commented, so that we're all clear, that if we don't get to the \$400,000 then we have to make that up right? So what we're doing here is we're guaranteeing the IHSA \$400,000?

Acting President Freeman responded, we're authorizing up to \$400,000 in expenditure authority not to exceed that figure.

Trustee Wasowicz commented, I thought that was great TV exposure for the university and we were very well represented.

Chair Coleman called for a roll call votes.

Trustee Robert Boey: Yes	Trustee John Butler: Yes
Trustee Veronica Herrero: Yes	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Abstain	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

Motion approved.

#### **Agenda Item 9.a.(4) - Fiscal Year 19-23 Intercollegiate Athletics Athletic Apparel Sponsorship Package**

Acting President Freeman continued, Agenda item 9.a.4. intercollegiate athletics athletic apparel sponsorship package fiscal year '19 to fiscal year '23 with options. The request is for approval of expenditure authority associated with a sponsorship package with the initial agreement for a five-year period of coverage from fiscal year '19 through fiscal year '23 with up to an additional five-year renewal option through fiscal year 28. The vendor is yet to be determined. The recommendation from the university is that the Board of Trustees approve expenditure authority as described for an amount of up to \$3 million. This is an amendment to an original fiscal '14 to '18 approval of \$2 million.

Chair Coleman call for a motion to approve agenda item 9.a.4. fiscal year '19 to '23 intercollegiate athletic apparel sponsorship package. Trustee Butler so moved and Trustee Butler seconded the motion.

Trustee Wasowicz asked if he was correct in that we are opening the bid up to other sports apparel manufacturers.

Acting President Freeman responded, we would be seeking a competitive bid on the contract to get the

most advantageous deal possible. These types of agreements usually have multiple components. The university guarantees to spend a certain amount, but in return for that there is guaranteed free product and also cash put on hand. The reason for trying to do a long term agreement with possible renewals is that it's actually an expensive proposition to switch vendors so you don't want to do it that often because you know your uniforms when they're sponsored by one person have that logo on all what one entity have that logo on all pieces of the uniform. Uniforms wear out at different rates. Pieces wear out at different rates. You can't be wearing one vendor's shirt with another vendor's bottoms and so to be cost effective you try to do this for as long as possible with the most advantageous deal to the university. Given the prominence of our brand in the MAC and nationally we feel that we can improve upon the previous contract.

Chair Coleman call for a vote on the motion and the motion passed.

### **Agenda Item 9.a.(5) - Fiscal Year 2018 Intercollegiate Athletics Athletic Apparel Amendment**

Acting General Counsel asked for a clarification on Agenda Item 9.a.(5) and asked that this item be repeated and a vote taken since the item was mentioned during Agenda Item 9.a.(4) but no clear vote had been taken.

Acting President Freeman so for clarification as requested, agenda item 9.a.5 FY18 Intercollegiate Athletics, Athletic Apparel amendment, the university requests Board of Trustees approval of expenditure authority for fiscal '18 for an amended amount of \$3 million dollars which is \$1 million beyond the original approval amount for uniform wear and tear, including bowl games, sharing in the Adidas agreements by outside of athletics to buy branded merchandise at the 45% discount level. It was a combination of factors and we wanted to make sure there was room in the expenditure authority by the board. As stated previously, those expenditures come with additional free product in terms of a typical athletics apparel agreement.

Chair Coleman called for a motion to approve. Trustee Butler so moved and Trustee Boey seconded the motion.

Trustee Barsema asked, in the committee meeting last month, we asked if the amount of money that we're spending with Adidas, in this case, is that in line with what other peer schools are spending?

Acting President Freeman responded, with our existing contract under Adidas, NIU Athletics receives about \$200,000 in free product annually and has a \$325,000 spending obligation and receives a 45-50% discount on items. If you compare this to the rest of the MAC, the terms of the agreement vary between five and seven years. Akron and Central Michigan like NIU are at five years; Eastern Michigan, Miami of Ohio and Western Michigan are at seven years. The annual product amount that's guaranteed varies from a low of \$140,000 at Akron, to a high of \$275,000 at Miami. We are at \$200,000, Western Michigan is higher than us at \$235,000, the rest are lower. The annual spend that's guaranteed varies from a low of \$250,000 at Akron to a high of \$275,000 at Miami of Ohio. Our guaranteed spend is identical to Western Michigan's and less than Central Michigan and Eastern Michigan.

Chair Coleman called for a vote on the motion and the motion was approved.

### **Agenda Item 9.a.(6) - Division of Research and Innovation Partnerships Multi-Disciplinary Scientific Instrumentation for "Shimadzu Program for Academic Research and Quality of Life" (SPARQ)**

Acting President Freeman continued, Agenda item 9.a.6. Division of Research and Innovation Partnerships Multi-Disciplinary Scientific Instrumentation for the Shimadzu Program for Academic Research and Quality of Life, acronym is SPARQ. This is a request to purchase over a five-year period scientific instruments that will enable our faculty and students to engage in cutting edge scientific analysis that currently can't be conducted. The recommendation from the university is a request that the Board of Trustees approve expenditure authority for fiscal '18 to '22 for Shimadzu scientific instrument based in Addison, Illinois for \$2.5 million.

Chair Coleman called for a motion to approve. Trustee Butler so moved and Trustee Boey seconded the motion. Motion approved.

### **Agenda Item 9.a.(7) - DoIT Voice Trunking Services and Local Domestic/Long Distance Service Contract Renewal**

Acting President Freeman continued, Agenda item 9.a.7. is from the Division of Information Technology, it's a request for the purchase of voice trunking services and local domestic/long distance service contract renewal. The University requests the Board of Trustees approval for expenditure authority for fiscal years 18/19 for \$305,000 from Frontier North.

Chair Coleman called for a motion to approve. Trustee Boey so moved and Trustee Butler seconded the motion. Motion approved.

### **Agenda Item 9.a.(8) - NIU Outreach – Professional Services Subcontract Amendment**

Acting President Freeman continued, Agenda Item 9.a.8. from the NIU Division of Outreach Engagement and Regional Development is a Professional Services subcontract amendment. The amendment reflects a delay due to additional time needed for review by the State House leadership. The university requests the Board of Trustees approve expenditure authority for fiscal year '16 to '18 for the Illinois Critical Access Hospital Network in Princeton, IL. The original approval amount was \$240,000, the amendment amount of \$20,000, making the new approval amount \$260,000.

Chair Coleman called for a motion to approve. Trustee Boey so moved and Trustee LaGioia seconded the motion.

Trustee Barsema asked for some background on this time.

Vice President Kaplan responded, the Illinois Critical Access Network is a network of hospitals around the state. I think there are maybe 55 members. They operate as a kind of consulting mechanism for hospitals, critical access hospitals, particularly on new IT use related to meaning use. If you've been to a doctor lately you've seen them doing everything, computers and no paper. Really the problem here was simply a delay in the grant, which had it come at the right time when we expected it, it would have been a \$240,000 affair and it became more expensive because of the delay.

Chair Coleman called for a vote and the motion was approved.

### **Agenda Item 9.a.(9) - Holmes Student Center – Phase I Renovation**

Acting President Freeman began, moving on to Agenda Item 9.a.9. Holmes Student Center Phase I renovation capital project. The university requests Board of Trustees authorization to proceed with construction, advertising, contract awards, and subsequent construction activities for the project. Updates will be provided with subsequent progress reports.

Chair Coleman called for a motion to approve. Trustee Boey so moved and Trustee Butler seconded the motion. Motion approved.

### **Agenda Item 9.a.(10)- Holmes Student Center – Renovation Retail Franchise Venues**

Acting President Freeman continued, Agenda item 9.a.10 is Holmes Student Center renovation national retail food venues franchise approval. The recommendation from the university is for Board of Trustees approval for authority to enter into franchise agreements with selected firms for a term not to exceed ten years. Although while actual franchise royalty payments will depend on sales, the overall magnitude of this initiative over the agreement term is estimated to be \$550,000 for the coffee shop and \$315,000 for the

food venue.

Chair Coleman called for a motion to approve. Trustee LaGioia so moved and Trustee Herrero seconded the motion.

Trustee Barsema asked, on the franchises then we are going to be running the franchise and paying the franchise fee to whomever the franchise is that we select right?

Acting President Freeman responded, that is correct.

Trustee Barsema continued, I'm just going to pick one for example, Starbucks. If it was Starbucks' it's not going to be a Starbucks owned store it would be a franchise that we have?

Associate Vice President Heckmann, responded, that's correct sir. We would own the licensure and it would be a university run operation under that brand.

Trustee Barsema asked, is that typical for other universities to do where they're running it as a franchisee?

Associate Vice President Heckmann responded, is a very common method of operating. There are a variety of methods to do it and that is one a lot of universities are taking on because they are able to get a better financial benefit out of an arrangement like that. It is a financial advantage to the university when we analyzed our options sir.

Chair Coleman called for a vote on the motion. Motion approved.

#### **Agenda Item 9.a.(11) - Request for Deletion of Center for Biochemical and Biophysical Studies**

Acting President Freeman added, Agenda item 9.a.11. is the request for deletion of the Center for Biochemical and Biophysical Studies which is an IBHE approved center within the College of Liberal Arts and Sciences. This recommendation was forwarded from Academic Affairs, Student Affairs and Personnel and the university's recommendation is for approval by the Board of Trustees.

Chair Coleman called for a motion to approve. Trustee Herrero so moved and Trustee Boey seconded the motion. Motion approved.

#### **Agenda Item 9.a.(12) - Request for Deletion of Center for Institute for Nano Science, Engineering and Technology**

Acting President Freeman continued, Agenda item 9.a.12 is also request for deletion of a center. In this case for deletion of the Institute for Nano Science, Engineering and Technology, an IBHE approved center within the College of Liberal Arts and Sciences. This request was also forwarded from Academic Affairs, Student Affairs and Personnel and the university recommendation is for approval by the Board of Trustees.

Chair Coleman called for a motion to approve. Trustee Boey so moved and Trustee Herrero seconded the motion. Motion approved.

### **UNIVERSITY REPORTS FORWARDED BY THE BOARD COMMITTEES**

#### **Agenda Item 9.b.(1) - Fiscal Year 2017 Report on Capital Activities - Consent**

#### **Agenda Item 9.b.(2) - Fiscal Year 2017 Annual Report of Transactions Involving Real Property - Consent**

#### **Agenda Item 9.b.(3) - Periodic Report on Investments - Consent**

**Agenda Item 9.b.(4) - Quarterly Summary Report of Transactions in excess of \$100,000 - Consent**

**Agenda Item 9.b.(5) - Quarterly Financial Summary – FY17 Year End - Consent**

**Agenda Item 9.b.(6) - Quarterly Financial Summary – FY18 First Quarter - Consent**

**Agenda Item 9.b.(7) - FY17 Internal Audit Update - Consent**

**Agenda Item 9.b.(8) - Professional Excellence Awards for Faculty and Staff - Consent**

**Agenda Item 9.b.(9) - Recruitment and Retention Presentation - Consent**

**Agenda Item 9.b.(10) - Oversight of Academic Programs - Consent**

**Agenda Item 9.b.(11) - State Legislative Update - Consent**

**Agenda Item 9.b.(12) - Federal Relations Update - Consent**

**Agenda Item 9.b.(13) - Sponsored Programs Administration - Consent**

**Agenda Item 9.b.(14) - Faculty Scholarship - Consent**

**Agenda Item 9.b.(15) - Strategies to Support Scholarship - Consent**

**Agenda Item 9.b.(16) - University Press Request for Proposal Posting**

### **Items Directly from the President**

#### **Agenda Item 9.c.(1) – Collective Bargaining Agreement, NIU Instructors’ Unit, Local 4100 of UPI**

Acting President Freeman began, we have a number of actions items being presented directly by the President largely related to collective bargaining agreements that have closed. The first of such items is item 9.c.1 Collective Bargaining Agreement, NIU Instructors’ Union Local 4100 of UPI. This is the contract that Keith Nyquist spoke to earlier today. The recommendation in terms of the agreement are spelled out in the board item. They’re consistent with university policy and guidelines. The university recommends approval of this collective bargaining agreement.

Chair Coleman asked for a motion to approve item 9.c.1 collective bargaining agreement NIU instructors. Trustee Barsema so moved and Trustee Wasowicz seconded. The motion passed.

#### **Agenda Item 9.c.(2) – Collective Bargaining Agreement, International Union of Operating Engineers, Local 150 – Campus Grounds Department**

Acting President Freeman continued, Agenda item 9.c.2 collective bargaining agreement international union of Operating Engineers Local 150 Campus Grounds Department. The terms and conditions of this agreement are spelled out in the board item. They are consistent with university policies and guidelines and the university recommends approval of this collective bargaining agreement.

Chair Coleman asked a motion for item 9.c.2 collective bargaining agreement Campus Grounds Department? Trustee Wasowicz so moved and Trustee Butler seconded the motion.

Trustee Barsema asked for clarification, are we voting on a one-year extension agreement? Because the

third item under number one where it says agreement for board action, a one-year extension agreement retroactive.

Acting President Freeman responded, yes, it's an extension agreement.

Acting Provost F added, yes, that's accurate. The union and university were able to readily reach agreement on extending the current terms for another year, but it was agreed by both sides that they were not yet prepared to bargaining a multi-year agreement out into the future. And so there was a, in particular in keeping with our efforts with many other unions, this was an opportunity to extend the three percent salary increment for this year. As part of this agreement the rest of the terms are simply carrying forward the terms from the previous contract and then future terms will be negotiated in the future.

Trustee Wasowicz asked, is that fairly common then for us to do that with this particular group?

Acting President Freeman responded, for employees who are represented by a collective bargaining unit, the increment is subject to bargaining and a desire to address our employees who have gone a fairly long time, as we all know, without a wage increase. These series of agreements represent our bargaining with them to accept the increment package.

Chair Coleman called for a vote on the motion. Motion approved.

### **Agenda Item 9.c.(3) – Collective Bargaining Agreement, International Union of Operating Engineers, Local 150 – Materials Management Department**

Acting President Freeman continued, Agenda item 9.c.3 Collective Bargaining Agreement International Union of Operating Engineers Local 150 Material Management Department. Again, this is a one-year extension agreement and the terms and conditions are consistent with university policies and guidelines and the university recommends approval of this collective bargaining agreement.

Chair Coleman asked for a motion for item 9.c.3 collective bargaining agreement Materials Management Department. Trustee Wasowicz so moved and Trustee Butler seconded.

Trustee Barsema added, I'm seeing a theme here, one-year extension and I'm assuming that that's to get everybody on to the three percent salary raise or at least a piece of it.

Acting Provost McCord responded, yes exactly. That's a piece of it. Other considerations are the state climate and whether it is better to negotiate a multi-year agreement or a short term agreement. We enter into these discussions with each of the unions. Each of the contracts is in a different stage. You know these are multi-year agreements and our increment program may have fallen at a different point in each agreement and that would color our strategy in terms of extension.

Trustee Barsema asked, where we're doing these shorter term extensions, that's normal and acceptable practice and based upon the guidance of who's doing the negotiating for us?

Acting Provost McCord responded, negotiations are managed through Human Resource Services, but none the less, these are common practices. Just in answer to a previous question, there's a variety of options available to us. These are mutual agreements. These are agreed upon as they must be mutually between the university and the collective bargaining agent for the union and so we can find mutual agreement then sometimes this is the best path forward. In other circumstances, such as the UPI agreement, it would seem mutually agreeable to sign a multiyear agreement. So this is just among the pathways available to us as we enter into these negotiations.

Trustee Barsema asked if all of the negotiations with the unions from our side done by our own personnel or do we ever bring outside counsel in?

Acting President Freeman responded, we do occasionally bring in outside counsel. The police unions are a good example of where our HR representatives partner with outside counsel that have specialized expertise.

Trustee Barsema asked, it's because there's just a special process involved there that we were not expert in?

Acting President Freeman responded, I think when the university chooses to supplement our internal capability with outside counsel it's because we feel that the expertise offered by an outside counsel is to the benefit of the university because they bring either experience or knowledge or specialized information that's beyond the scope of the generalist that we have.

Chair Coleman asked for a vote on the motion. Motion approved.

#### **Agenda Item 9.c.(4) – Collective Bargaining Agreement, Metropolitan Alliance of Police, Chapter 675 – Telecommunicators**

Acting President Freeman continued, Item 9.c.4 is a collective bargaining agreement for the Metropolitan Alliance of Police Chapter 675 Telecommunications. This is a two-year extension agreement and the terms and conditions are consistent with university policy and guidelines. The university recommends approval of this collective bargaining agreement.

Chair Coleman added, we're seeking a motion for item 9.c.4 collective bargaining agreement telecommunicators, may I have a motion please? Trustee Herrero made a motion and Trustee LaGioia seconded. The motion was approved.

#### **Agenda Item 9.c.(5) – Student Internship Partnership/Lease or License Proposal**

Acting President Freeman continued, the final action item from the president's agenda item 9.c.5 student internship partnership/lease or license proposal. This is a revenue generating agreement anticipated to be over \$250,000 in value to the university. The university is requesting here approval of the Board of Trustees to continue advancing this program and approval for reauthorization for execution of this agreement up to May of 2018. So what's reflected here is a shifting timeline in an item that the Board has seen previously.

Chair Coleman asked for a motion for agenda item 9.c.5 student internship partnership lease or license proposal. Trustee Wasowicz so moved and Trustee Butler seconded.

Trustee Wasowicz asked, is this in regard to Discover?

Vice President Blazey responded, yes it is. We're currently in negotiations on contractual issues between the two legal departments and we anticipate still an August start for this initiative and this is funding in anticipation of that.

Acting President Freeman added, the original approval did not extend far enough and so we are asking for a reauthorization.

Trustee Barsema added, I would make a comment that this is an outstanding deal and I applaud Jerry and his group because I know it was a big team effort in doing this relationship with Discover and it's one that I would love to see us replicate with other partners because it's not only going to provide internship but provide an opportunity for revenue for NIU. So it's a really great deal.

Vice President Blazey added, along those lines we are hoping that the companion space will serve that purpose and we just need to get it going so that we have something that we can share with prospective collaborators.

Trustee Wasowicz asked, how much capacity do you think we have then potentially past Discover?

Vice President Blazey responded, I think in principle we could probably double the number of internships and the relationship with – we could double the number of internships and it could be with multiple partners

or one large partner or several smaller partners.

Trustee Herrero added, it would be great to have one of the interns come and share their experience with us once this is launched.

Vice President Blazey agreed and said with an August start date it would probably in late next year we could do that.

Acting President Freeman added, we certainly do have internships and interns that would be delighted to come and talk to the Trustees about their relationships and some of those relationships provided a strong foundation for how we designed this one, so why wait until this is up and running, let's have an intern come now and an intern come later.

Trustee Barsema asked, what's the number of internships that we're expecting or that we estimate?

Vice President Blazey responded, the initial cohort is 30, but it could grow because that's with one division of Discover that is interested in partnering. A second has started partnering and already unless I'm mistaken, some internships are under consideration with that partnership. So it could double.

Trustee Butler clarified, the recommendation is worded slightly differently than the body of the background piece and I understand we didn't have a date for our '18 meetings, but can we – is that sufficient to say up to a month and a year? Is that a sufficient wording or should be put a date or should we use the language of the background?

Acting General Counsel Brady responded, I can clarify it would be up to May 2018 so as soon as the calendar turns May 1, 2018 this authorization would expire.

Trustee Butler noted, because the body says it would be prior to the meeting scheduled for May 2018 so that would give certain amount of time in May. Given that some of these agreements do in fact get settled for whatever reason right before board meetings.

Acting General Counsel Brady responded, if the Board would prefer to put in a more finite date, we would ask for a motion for that type of amendment. As written now, my interpretation is May 1, 2018 it expires.

Trustee Butler added, I think then we should say. I would offer then an amendment to the motion that it ready up to the meeting of the Board scheduled for May, 2018.

Chair Coleman responded, we have an amendment to the motion on the table. I need to seek a second to that amendment. Trustee Barsema seconded the motion. The amendment to the motion was approved.

Chair Coleman asked for roll call vote to approve the amended motion.

Trustee Robert Boey: Yes	Trustee John Butler: Yes
Trustee Veronica Herrero: Yes	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Abstain	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

Motion approved.

### **Agenda Item 9.c.(6) – Grants and Contract Awards - Consent**

#### **10. OTHER MATTERS**

No other matters were discussed.

## 11. NEXT MEETING DATE

The next Board of Trustees meeting will be held on March 8, 2018.

## 12. CLOSED SESSION

Chair Coleman asked for a motion to close the public meeting to conduct an executive session to discuss the following subjects authorized by the Illinois Open Meetings Act, as amended: Personnel Matters as generally describe under Sections 2(c)(1)(2)(3) and (21); Collective Bargaining matters as generally described under Section 2(c)(2); Litigation and Risk Management matters as Generally described under Sections 2(c)(11) and (12); Closed Session Minutes matters as generally described under Section 2(c)(21) of the Open Meetings Act. Trustee Boey so moved, seconded by Trustee Butler. A roll call vote of the Trustees to recess to Closed Session was as follows:

Trustee Robert Boey: Yes	Trustee John Butler: Yes
Trustee Veronica Herrero: Yes	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Yes	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

The meeting is now closed and will re-open at the conclusion of the closed. The Board adjourned for closed session at 10:34 am.

Reconvene Meeting:

The Board of Trustees of Northern Illinois University reconvened on December 7, 2017, at 12:46 p.m. Chair Coleman announced they were reconvening after the closed session and asked for a roll call.

Present: Trustees John Butler, Veronica Herrero, Giuseppe LaGioia, Tim Struthers, Eric Wasowicz, Board Chair Wheeler Coleman

Members Absent: Trustees Dennis Barsema and Robert Boey

## 13. ADJOURNMENT

Chair Coleman asked for a motion to adjourn. Trustee LaGioia so moved and Trustee Butler seconded. The motion was approved. Meeting adjourned at 12:47 p.m.

Respectfully submitted,

Kathy Carey  
Recording Secretary

*In compliance with Illinois Open Meetings Act 5 ILCS 120/1, et seq, a verbatim record of all Northern Illinois University Board of Trustees meetings is maintained by the Board Recording Secretary and is available for review upon request. The minutes contained herein represent a true and accurate summary of the Board proceedings.*

Minutes of the  
**NIU Board of Trustees**  
**Of Northern Illinois University**  
**Special Meeting**  
February 15, 2018

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 2:12 p.m. by Chair Coleman in the Board of Trustees Room, 315 Altgeld Hall. Recording Secretary Kathleen Carey conducted a roll call. Members present were Trustees Wheeler Coleman, Dennis Barsema, John Butler, Giuseppe LaGioia, Tim Struthers, and Eric Wasowicz. Members absent Trustees Robert Boey and Veronica Herrero. Also present: President Lisa Freeman, Board Liaison Matt Streb, Acting General Counsel Greg Brady, Acting Executive Vice President and Provost Chris McCord, and Vice President of Administration and Finance Sarah McGill.

**2. VERIFICATION OF QUORUM AND APPROPRIATE NOTICE OF PUBLIC MEETING**

General Counsel Brady indicated the appropriate notification of the meeting has been provided pursuant to the Illinois Open Meetings Act. Mr. Brady also advised that a quorum was present.

**3. MEETING AGENDA APPROVAL**

Chair Coleman asked for a motion to approve the meeting agenda. Trustee Barema so moved and Trustee Wasowicz seconded. The motion was approved.

Chair Coleman asked for a motion to amend the agenda for a consent agenda of items 6.a.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20. Trustee LaGioia so moved and Trustee Wasowicz seconded. The motion passed.

**4. CHAIR'S COMMENTS/ANNOUNCEMENTS**

No comments or announcements were made.

**5. PUBLIC COMMENT**

No public comment was made.

**6. PRESIDENT'S REPORT 121**

Chair Coleman called for a motion to pass the consent agenda on the following agenda items: Agenda Item 6.a.(1) Membership Changes to the Presidential Search Planning Committee; 6.a.(2) Appointment of Board Treasurer; 6.a.(3) Treasurer Operations- Signatory Authorization; 6.a.(4) DoIT Network Expansion; 6.a.(5) Request for Deletion of Specialization in Spanish; 6.a.(6) Request for Deletion of Degree Programs in German; and Spanish; 6.a.(7) Request for New Emphases in German Studies; and Spanish and Hispanic Studies; 6.a.(8) Request for Deletion of Emphases within German; and within Spanish; 6.a.(9) Request for New Minor in World Languages and Cultures; 6.a.(10) Request for Deletion of Minors in Chinese Studies; French; German; Italian; Japanese Studies; Russian; and Spanish; 6.a.(11) Request for Deletion of Degree Programs in General Studies with the College of Engineering and Engineering Technology; 6.a.(12) Request for Deletion of Specialization in Early Childhood Special Education; 6.a.(13) Request for New Minor in Special Education Foundations; 6.a.(14) Request for New Minors in Sport Management; and Sport Sales; 6.a.(15) Request for New Degree Program – B.S. in Sport Management; 6.a.(16) Request for New Minor in Social Change Leadership; 6.a.(17) Request for New Specialization in Clinical Mental Health Counseling; and in School Counseling; 6.a.(18) Request for New Degree Program – M.S. in Digital Marketing; 6.a.(19)

Request for New Degree Program – M.S. in Health Sciences; 6.a.(20) Request for New Degree Program – Ph.D. in Computer Science.

Acting General Counsel Brady clarified that the motion included the amendment previously approved for agenda item 6.a.(2) which reads the following changes in the recommendation: .... effective February 15, 2018, provided that *the university will furnish* a fidelity bond in the amount of \$50 0,000 to be secured by the State of Illinois Department of Central Management Services.....”

Trustee Barsema so moved and Trustee LaGioia seconded the motion. Motion carried.

## **Items Directly from the President**

**Agenda Item 6.a.(1) Membership Changes to the Presidential Search Planning Committee - Consent**

**Agenda Item 6.a.(2) Appointment of Board Treasurer - Consent**

**Agenda Item 6.a.(3) Treasurer Operations- Signatory Authorization - Consent**

**Agenda Item 6.a.(4) DoIT Network Expansion - Consent**

**Agenda Item 6.a.(5) Request for Deletion of Specialization in Spanish - Consent**

**Agenda Item 6.a.(6) Request for Deletion of Degree Programs in German; and Spanish - Consent**

**Agenda Item 6.a.(7) Request for New Emphases in German Studies; and Spanish and Hispanic Studies - Consent**

**Agenda Item 6.a.(8) Request for Deletion of Emphases within German; and within Spanish- Consent**

**Agenda Item 6.a.(9) Request for New Minor in World Languages and Cultures - Consent**

**Agenda Item 6.a.(10) Request for Deletion of Minors in Chinese Studies; French; German; Italian; Japanese Studies; Russian; and Spanish - Consent**

**Agenda Item 6.a.(11) Request for Deletion of Degree Programs in General Studies with the College of Engineering and Engineering Technology - Consent**

**Agenda Item 6.a.(12) Request for Deletion of Specialization in Early Childhood Special Education - Consent**

**Agenda Item 6.a.(13) Request for New Minor in Special Education Foundations - Consent**

**Agenda Item 6.a.(14) Request for New Minors in Sport Management; and Sport Sales - Consent**

**Agenda Item 6.a.(15) Request for New Degree Program – B.S. in Sport Management - Consent**

**Agenda Item 6.a.(16) Request for New Minor in Social Change Leadership - Consent**

**Agenda Item 6.a.(17) Request for New Specialization in Clinical Mental Health Counseling; and in School Counseling - Consent**

**Agenda Item 6.a.(18) Request for New Degree Program – M.S. in Digital Marketing - Consent**

**Agenda Item 6.a.(19) Request for New Degree Program – M.S. in Health Sciences - Consent**

**Agenda Item 6.a.(20) Request for New Degree Program – Ph.D. in Computer Science - Consent**

## **7. OTHER MATTERS**

No other matters were discussed.

## **8. NEXT MEETING**

The next scheduled meeting of the Board of Trustees is Thursday, March 8, 2017.

## **9. CLOSED SESSION**

Chair Coleman asked for a motion to close the public meeting to conduct an executive session to discuss the following subjects authorized by the Illinois Open Meetings Act, as amended: personnel matters as generally described under sections 2(c)(1)(2)(3) and (21) of the Open Meetings Act; collective bargaining matters as generally described under section 2(c)(2) of the Open Meetings Act; litigation and risk management matters as generally described under sections 2(c)(11) and (12) of the Open Meetings Act; closed session minutes matters as generally described under section 2(c)(21) of the Open Meetings Act; student disciplinary cases, as generally described under section 2(c)(9) of the Open Meetings Act. Trustee Wasowicz so moved, seconded by Trustee LaGioia. A roll call vote of the Trustees to recess to closed session was as follows:

Trustee Robert Boey: Absent	Trustee John Butler: Yes
Trustee Veronica Herrero: Absent	Trustee Giuseppe LaGioia: Yes
Trustee Tim Struthers: Yes	Trustee Eric Wasowicz: Yes
Vice Chair Dennis Barsema: Yes	Board Chair Wheeler Coleman: Yes

The meeting is now closed and will re-open at the conclusion of the closed session. The Board adjourned for closed session at 2:21 p.m.

Reconvene Meeting:

The Board of Trustees of Northern Illinois University reconvened on February 15, 2018, at 5:59 p.m. Chair Coleman announced they were reconvening after the closed session and asked for a roll call.

Members present were Trustees Denise Barsema, John Butler, Giuseppe LaGioia, Tim Struthers, Wheeler Coleman. Members Trustee Robert Boey, Veronica Herrero, and Eric Wasowicz were absent.

## **10. ADJOURNMENT**

Chair Coleman asked for a motion to adjourn. Trustee Barsema so moved and Trustee Butler seconded. The motion was approved. Meeting adjourned at 6:00 p.m.

Respectfully submitted,

Kathleen Carey  
Recording Secretary

*In compliance with Illinois Open Meetings Act 5 ILCS 120/1, et seq, a verbatim record of all Northern Illinois University Board of Trustees meetings is maintained by the Board Recording Secretary and is available for review upon request. The minutes contained herein represent a true and accurate summary of the Board proceedings.*

**AFSCME LOCAL 1890  
COLLECTIVE BARGAINING AGREEMENT**

**Summary:** Northern Illinois University negotiates with seventeen collective bargaining organizations representing different employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees.

- 1) ***Bargaining unit:*** American Federation of State, County, and Municipal Employees, Local 1890, Council 31, representing approximately five hundred and eighty (580) employees in clerical, para-professional, technical, and administrative employees as in civil service classifications identified in Certification Petition Case No. 2016-RC-0001-C.

***Scope of Negotiations:*** Complete initial agreement, which covers wages, hours, and conditions of employment.

***Tentative Agreement for Board Action:*** A five-year agreement, effective the date of approval by the NIU Board of Trustees. Expires June 30, 2023.  
(Contract attached.)

**Recommendation:** Terms and conditions of this agreement are consistent with university policies and guidelines. The Academic Affairs, Student Affairs and Personnel Committee endorsed this collective bargaining agreement and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting of May 10, 2018

**AFSCME LOCAL 291  
COLLECTIVE BARGAINING AGREEMENT**

**Summary:** Northern Illinois University negotiates with seventeen collective bargaining organizations representing different employee groups. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees.

***Bargaining unit:*** Metropolitan Alliance of Police, Chapter 291, representing approximately 30 (thirty) employees in the Police Officer civil service classification.

***Scope of Negotiations:*** Complete successor agreement, which covers wages, hours, and conditions of employment.

***Tentative Agreement for Board Action:*** A five-year agreement, effective July 1, 2016. Expires June 30, 2021.  
(Contract attached.)

**Recommendation:** Terms and conditions of this agreement are consistent with university policies and guidelines. The Academic Affairs, Student Affairs and Personnel Committee endorsed this collective bargaining agreement and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting of May 10, 2018

## **REQUEST FOR NEW DEGREE PROGRAM – B.S. IN MECHATRONICS ENGINEERING**

All new degree programs require the approval of the Board of Trustees and the approval of the Illinois Board of Higher Education. This new program request has received all of the required curricular approvals at the department, college, and university levels, and the concurrence of the provost.

### **B.S. in Mechatronics Engineering**

Description: The University seeks approval for a Bachelor of Science degree program in Mechatronics Engineering to be offered on campus. This will be a program initially housed in the Department of Mechanical Engineering within the College of Engineering and Engineering Technology.

Overview and Rationale: A B.S. in Mechatronics Engineering will equip students with cross-disciplinary knowledge and training in principles and applications of mechanics, electronics, human machine interface, artificial intelligence, and computing. Graduates of this program are expected to have a solid background in mathematics, sciences, and engineering fundamentals. Successful completion of this program should enable the graduates with the ability to seamlessly transition between engineering fields by identifying and solving problems at the intersection of mechanical, electrical, and computer engineering. Engineers trained in mechatronics can work in a broad spectrum of industries ranging from robotics and autonomous systems to industrial automation and process control. The program curriculum will involve engaged teaching and learning as well as design experience through establishing a synergy between classroom and hands-on laboratory activities. This curriculum has an emphasis on creating, transmitting, expanding, and applying knowledge in the practice of mechatronics engineering in a professional and ethical way, while preparing our graduates to succeed in the industry as well as preparing them for graduate education.

Financial Impact: Given existing significant assets within the College, in terms of mechatronics-centric laboratory infrastructures and faculty expertise, the request for new resources can be delayed to the second or third year of the program offering. As enrollment increases within the first five years, this program may require new resources up to \$270,000 to cover the costs of two new faculty, a graduate assistant, one clerical staff, supplies and materials, equipment, and laboratory reorganization. Given projected enrollments and associated revenues, the program is anticipated to become self-sustaining in the second year. Following approval by the IBHE, enrollment in the program would begin in Fall 2019 and is conservatively projected at 15 FTE majors in the first year and 58 FTE majors by the fifth year. The projected enrollment is a modest estimation compared to the current demand for the mechatronics emphasis track within the B.S. degree program in Mechanical Engineering (ME), where the current total enrollment is approximately 600 with about 100 students enrolled in the mechatronics track. This represents a significant fraction of students from the ME department alone who are interested in the mechatronics engineering emphasis and is indicative of regional student demand. Only two institutions nationally offer an ABET-accredited B.S. degree program in Mechatronics Engineering and it is anticipated that this NIU program will receive ABET accreditation within the first two to three years of the program offering. In addition, enrollment in the program should grow significantly over time through recruitment of students in state and from out of state, especially given the newly instituted equity between in-state and out-of-state tuition.

Impact on the State and Region: The proposed mechatronics program addresses the Illinois Public Agenda Goal 2 (Improve College Affordability). At the present time, there is only one mechatronics engineering program in the state of Illinois at Southern Illinois University Edwardsville (SIUE), which remains unaccredited. No institution in Northern Illinois, public or private, currently offers this program. Nationally, only two institutions offer an ABET accredited B.S. program in mechatronics engineering. Cost-wise, the proposed program will be comparable to the SIUE program in terms of the in-state tuition. In addition,

with no other mechatronics engineering program offered in Northern Illinois, it is more cost effective for a local student who seeks to pursue a mechatronics engineering degree through NIU.

The proposed program addresses the Illinois Public Agenda Goal 3 (Strengthen Workforce Development), by increasing the number of high-quality post-secondary credentials to meet the demands of the economy, the industry, and an increasingly global society. In particular, the mechatronics engineering program puts strong emphasis on the increasing need for engineers in the manufacturing industries worldwide who straddle the boundaries between mechanical, electrical, and computer engineering. Graduates of this program will not only serve the local economy in the Chicagoland area, where the focus is fast moving towards automation and advanced manufacturing, but also the global economy with growing demands in robotics and automation.

The proposed program addresses the Illinois Public Agenda Goal 4 (Link Research and Innovation to Economic Growth) by integrating educational, research and innovation assets to meet local and state economic needs in: 1) advanced manufacturing, which has witnessed the largest growth in the use of artificial intelligence, industrial robotics, and advanced digital technologies, 2) industrial automation, where Chicago continues to excel as a global leader, and 3) other Illinois growth industries such as agriculture, biomedical and biotechnologies, energy, transportation, and distribution and logistics.

**Recommendation:** The Academic Affairs, Student Affairs and Personnel Committee endorsed this collective bargaining agreement and ask that the President forward it by means of the President's Report to the Board of Trustees for approval at its meeting on May 10, 2018.

# Collective Bargaining Agreement

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By and between

The American Federation of State, County, and  
Municipal Employees Council 31 for and on behalf of  
its local 1890

&

The Board of Trustees for Northern Illinois  
University

May 10, 2018 - June 30, 2023

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# PREAMBLE

This Agreement, entered into by Northern Illinois University hereinafter referred to as “the University”, and the American Federation of State, County and Municipal Employees, Council 31, for and on behalf of Local 1890, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations between the University and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION AND AUTHORIZATION

### SECTION 1. RECOGNITION

The University recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of the classifications listed in Appendix A.

### SECTION 2. NEW CLASSIFICATIONS

In the event that the Union seeks to add to the bargaining unit a position classification, both parties agree to follow the procedure set forth by the Illinois Educational Labor Relations Board. The University and the Union may mutually agree to jointly petition the Illinois Educational Labor Relations Board to seek unit clarification.

The parties agree that the change in title of a position classification by the State University Civil Service Systems office shall not remove the position classification from the bargaining unit as long as the duties and the responsibilities of the position remain the same.

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

### SECTION 3. DELETION OF CLASSIFICATIONS

The University shall notify the Union of the State University Civil Service System’s (SUCSS) intent to abolish or merge existing classifications in the bargaining unit.

### SECTION 4. NEUTRALITY

It is the policy of the University to support its employee’s legal right to freely choose to be represented by a union. The University (and its supervisors and agents) will not oppose efforts by any of its employees as defined by the Illinois Public Educational Labor Relations Act, including currently underrepresented employees, to be represented by a union.

### SECTION 5. MANAGEMENT WORK

All parties recognize that the department management, or designee, may perform duties normally assigned to bargaining unit employees. Such duties, as described in this section, will be in

accordance with applicable state statutes, and rules and the Illinois Public Educational Labor Relations Act.

## ARTICLE II NON-DISCRIMINATION

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

In accordance with applicable statutes and regulations, NIU is an equal opportunity University and does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, age, physical or 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.

## ARTICLE III GENERAL PROVISIONS

### SECTION 1. APPROPRIATE ATTIRE

Standards for clothing and shoes include the following requirements: clean, appropriate fitting, presentable, and reflective of good judgment. Examples of inappropriate attire may include: athletic attire, sweatpants/sweatshirt, jogging suit, revealing clothes, tops that do not sufficiently cover the midsection, and flip-flop sandals. For health and safety reasons, footwear must always be worn. Wearing jeans in the workplace is permitted, subject to prior supervisor approval and based on appropriateness for work duties.

### SECTION 2. SPECIAL EVENTS ATTIRE

For special events, the University may require bargaining unit employees to wear certain articles of clothing, provided by the University, and/or may modify standards for specific events. Examples include, but are not limited to, NIU Day (employees may be allowed to wear NIU apparel), Student Move-In Day (e.g. uniform shirts with "Move-In" day branding). Homecoming, Family Weekend events, or other special occasions as determined by the individual department.

### SECTION 3. EMAIL

The University agrees to supply each bargaining unit employee with a university email address. The University may elect to communicate with employees by email. Bargaining unit employees are required to check their email daily, during scheduled work hours, and are responsible for such communications when access to the employee is reasonably available to their work station.

#### SECTION 4. CONFIDENTIALITY

Bargaining unit employees are expected to consider any and all information regarding the workplace as confidential. Examples include, but are not limited to: employee records, departmental data, operational plans, employment decisions (including plans under considerations), research, budget, planning, student information, donor/potential donor information, complaints/potential complaints, vendor information, patron/client information, billing, archives, research and communications. All parties acknowledge that bargaining unit employees in departments with a client base, have access to data, records, and or conduct research, such information is considered privileged and confidential. Sharing such confidential material outside of the department, unless assigned by a supervisor, and or any other breach of confidentiality is considered a major offense, subject to corrective action up to and including termination of employment. The University reserves the right to require the employee to complete a confidentiality form as a condition of employment, including condition of continued employment.

#### SECTION 5. DIGNITY OF STAFF

The University and bargaining unit employees shall strive to maintain a work environment that upholds the dignity and respect of the individual and is free of any harassment, intimidation or bullying. Employees who observe or who have been subjected to workplace behavior that they consider to be harassing (including sexually harassing), intimidating, bullying or otherwise inappropriate are required to immediately report that behavior to Human Resource Services. Employees who witness or experience a threat are required to contact the NIU Department of Public Safety and Police. The University and the Union will review such complaints to determine whether inappropriate workplace behavior has occurred and to determine what action, if any, should be taken with regard to that behavior.

#### SECTION 6. OFF-DUTY MISCONDUCT

Misconduct by bargaining unit employees, outside of work hours, where there is a direct and demonstrable relationship between the illicit conduct and the performance of the employee's job and/or there is a readily discernible harmful effect on University operations and/or reputation of the University shall be subject to corrective action by the University, up to and including termination of employment. Such conduct also includes, but is not limited to bullying on social media (i.e. electronic messages posted online such as social media, blogs, websites, email and text messages).

#### SECTION 7. CAMPUS SMOKING

All parties recognize the Smoke Free Campus Act, in which university employees are prohibited from smoking on campus. Smoking is limited to scheduled breaks and lunches. Noncompliance with the act may be subject to corrective action, referred to the NIU Police Department, and/or subject to sanctions contained in the act.

#### SECTION 8. WORKPLACE VISITORS

With advance supervisory written approval, departmental employees may have visitors during paid work hours. Visitors include non-departmental guests, including university employees from other departments.

#### SECTION 9. PERSONAL ELECTRONICS

Use of personally owned, non-university issued, electronics in the workplace, during work time, may be permitted with supervisory permission in advance and on a case-by-case basis. Electronics are not limited to lap top, cell phone, tablets, and cameras. Supervisors, at their discretion, are within their right to limit such use to assigned work related duties.

#### SECTION 10. UNIVERSITY RESOURCES

All parties recognize that employees are prohibited from using university resources for activities beyond assigned work duties. Examples of resources include, but are not limited to, phone, fax, copier, meeting space, university email address, office supplies.

#### SECTION 11. BACKGROUND CHECK REQUIREMENT

The University is within their right to conduct a background check as a condition of employment, including continued employment. Such background checks are not limited to criminal, sex offender registry, social security number trace, and any other background check requirement specific to the job duties, which may be required by another agency including but not limited to: Department of Children and Family Services, Nuclear Regulatory Commission, etc. The University may conduct background check for cause.

## ARTICLE IV UNION RIGHTS

#### SECTION 1. TIME OFF FOR UNION ACTIVITIES

With supervisory advanced documented permission, subject to operational needs, employees who are union elected officers or stewards (as submitted to the University) are permitted time off with pay if such activity occurs during their respective work hours to:

- a) process and/or investigate grievances (one union steward on pay status)
- b) attend grievance meetings (one steward on pay status)
- c) discharge grievance proceedings (two stewards on pay status)
- d) attend contract negotiations (five employees on pay status)

Such approved time off shall not be detrimental to the employee's work record. An AFSCME staff representative may attend any of the above referenced meetings. In addition to union stewards, bargaining unit employees may attend the above referenced meetings with use of vacation time, subject to managerial approval. In the event an employee voluntarily attends any of the above meetings during hours which are not considered their regularly scheduled hours (e.g. evening and/or weekends) the employee will not be compensated by the University for such time.

No time for union activity will be factored into the calculation of overtime.

## SECTION 2. ACCESS TO THE CAMPUS BY UNION REPRESENTATIVES

Local Union representatives, officers and AFSCME staff shall have reasonable access of areas of the campus that are open to the public during regular business hours. AFSCME will be responsible for fees charged for the usage of facilities and services unless such fees are waived by the University. Such visits will not have the effect of disrupting the University operations or the student experience.

## SECTION 3. UNION ORIENTATION

One union officer or steward will be allowed fifteen minutes at new employee orientation to speak with bargaining unit employees about the union. The union officer or steward may choose to use vacation time for travel to and from the orientation and for the orientation period itself, or he/she/they will take time without pay. The union will provide the University the name and reporting department of the representative and an alternate to attend orientation, which will remain in effect for the annual quarter. The University will be provided orientation dates and a list of new bargaining unit employees in a timely manner when new bargaining unit employees are scheduled to attend such orientation.

## SECTION 4. INFORMATION

On a quarterly basis, upon written request from a union officer, the Union will be furnished with the following information specific to their bargaining unit employees:

- a. Updated seniority list of all bargaining unit employees;
- b. A report of transactions relating to bargaining unit employees such as new hires, retirements, resignations, promotion, transfer, demotion, dismissal or discharge;
- c. A report reflecting the name, classification, department, status, date in classification, rate, FTE, position number, NIU date, and mailing address;
- d. A list of any desk audit requests, including the name of the employee, their department and classification, date of the request and status of processing the request.

The Union will provide the University with any changes in stewards and/or officers within a week of such changes.

## SECTION 5. LABOR MANAGEMENT

Upon mutual agreement, the Union and the University will meet to discuss workplace issues and address matters that are not already the subject of a filed grievance. Each team shall consist of up to four bargaining unit employees and up to four University Representatives. Requests for such meetings may be prompted by either party. Each party shall designate their respective team members. Attendance by team members at these meetings shall be without loss of pay. Meeting agendas shall be submitted at least one week in advance of the scheduled meeting date. Meetings will not be held without an agenda. By mutual agreement, additional items may be added to the

agenda at the meeting. Requests for such meetings shall be in writing (with electronic mail included as appropriate communication), sent to the Director of Employee and Labor Relations.

### *SPECIAL MEETINGS*

It is recognized that, on occasion, a meeting between the parties may be required to address issues within a department/school/center. When requested, both parties will work in good faith to schedule a meeting promptly with the understanding that issues of immediate importance or urgency should be addressed with the appropriate supervisor and the Director of Employee and Labor Relations, or designee, as determined by the University. Requests for such meetings shall be in writing (electronic mail included as appropriate communication), and sent to the Director of Employee and Labor Relations.

Both parties agree to come to meetings in good faith to collaborate and resolve issues, with the intent of putting forth resolutions to their respective groups. In the event a resolution requires binding codification, the authorized exclusive representative (AFSCME Staff Representative and NIU Director of Employee and Labor Relations) agree to draft and sign a Memorandum of Understanding summarizing the resolution.

### SECTION 6. UNION BULLETIN BOARDS

The University agrees to provide space on existing bulletin boards or other common areas (such as a department refrigerator), limited to eleven (11) inches by seventeen (17) inches for the purpose of bargaining unit employees to post notices related to Union business. Any Union material left in public spaces shall not be political or partisan in nature and shall not defame or harass any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social and educational programs.

### SECTION 7. UNION SECURITY

On the effective date of this Agreement, the Union shall submit to the University notice which certifies the amount constituting a bargaining unit employee's proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the union.

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

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

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the University with a listing of each employee, employee identification number, and the individual deduction(s) in both electronic form and hard copy via the prescribed application provided by the Union.

It is understood and agreed that University 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.

Any dues authorization card signed prior to the effective date of this agreement or anytime thereafter, shall remain in effect for the duration of this agreement, except an employee may revoke such authorization by notifying AFSCME Council 31 in writing not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of the collective bargaining agreement.

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

## ARTICLE V DISCIPLINE

### SECTION 1. PROGRESSIVE DISCIPLINE

The University subscribes to the principles of progressive and corrective discipline and shall discipline employees for just cause only. The University's agreement to use progressive and corrective disciplinary action does not limit in any respect the University's ability in any case to impose discipline, which is commensurate with the severity of the offense. All parties understand that there may be justification for immediate suspension or discharge of an employee in accordance with the State University Civil Service System Statute and Rules.

1. Oral reprimand (verbal warnings must be in writing)
2. Written reprimand
3. Suspension
4. Discharge

### SECTION 2. MANNER OF DISCIPLINE

A copy of all discipline served shall be given to the Union. The Union may elect to be present when discipline is served upon the employee. An oral warning to be considered as such shall be documented by written notification to the employee and the Union.

Once a measure of discipline is determined and imposed, the University shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. Management will not discipline employees in the presence of other employees, the public, students, faculty, or staff. Supervisors and bargaining unit employees will endeavor to communicate in a courteous manner.

### SECTION 3. REMOVAL OF DISCIPLINE FROM CONSIDERATION

When disciplinary action is imposed, the University shall notify the employee and the Union of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense. Oral and written reprimands will no longer be considered in the progressive discipline process after one (1) year has elapsed provided no further related reprimands have been issued in that timeframe.

### SECTION 4. DISCHARGE

The University shall notify the employee and the Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least ten (10) calendar days prior to the commencement of discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the Agreement and shall not, in any manner, diminish the University's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step three of the grievance procedure.

After ten (10) calendar days from the occurrence of the intent to discharge has concluded, the University may place the employee on non-pay status.

State Universities Civil Service System procedures shall not commence until after the ten (10) calendar day period mentioned above has ended, or until a grievance filed on the basis of intent to discharge has been responded to at Step 3, whichever occurs later. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee served with written notification of the initiation of discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110e (1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of the collective bargaining Agreement with respect to said discharge.

### SECTION 5. POLYGRAPH EXAMINATIONS

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

### SECTION 6. INVESTIGATORY INTERVIEWS

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative of the University, in which the employee has a reasonable belief that the

interview may result in disciplinary action against him/her, the employee shall have the right to request union representation, in accordance with Appendix B Weingarten Rights.

#### SECTION 7. NO CALL/NO SHOW

An employee that does not call in to report an absence and does not show up for work for three consecutive work days will be considered to have abandoned their employment, hence voluntarily foregoing employment at NIU. Job abandonment determinations and resignation/discharge procedures are to be initiated only after consultation with Human Resource Services, who will make an attempt to contact the employee's emergency contact.

## ARTICLE VI GRIEVANCE PROCEDURE

#### SECTION 1. DEFINITION

A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this agreement, or arising out of matters controlled by the University which directly affects wages, hours, terms and conditions of employment.

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

#### SECTION 2. PROCEDURE

All grievances shall be filed in accordance with the provisions herein. The grievance may be an employee or group of employees or the Union.

An employee may choose to pursue a Step 1 grievance with or without representation. The Union shall be notified, by the University, prior to all grievance meetings, and shall have the right to be present at all grievance meetings. If an employee elects to be represented by the Union and an agreement is reached, such agreement shall be reduced to writing and the written agreement shall be binding on the parties.

#### SECTION 3. TIME LIMITS

The Union will have ten (10) work days from the incident/issuance of discipline, or compensation dispute, in which to file a grievance. If, at any step within the grievance procedure, the University fails to respond within the time limits herein set forth the grievant may appeal the grievance to the next step within five (5) working days of the day the University response was due. Failure of the grievant or the Union to comply with the time limits of this article shall render the grievance withdrawn by the Union and/or grievant. For the purposes of the grievance procedure, workdays are considered to be Monday through Friday, 8am to 4:30pm.

With the exception of employee discharge, grievances will be initially filed at the lowest step possible. In cases where there could be a potential time-pressing concern and immediate need to have a grievance heard at a higher step level, the Union will discuss the issue with the University Labor Relations Director, who may have the grievance initiated at a higher step level, up to Step 3.

All grievances regarding corrective action (discipline) will be filed at Step 3.

#### SECTION 4. GRIEVANCE STEPS

##### *STEP ONE: EMPLOYEE-SUPERVISOR DISCUSSION*

An employee who has a request or complaint shall discuss the request or complaint with his/her/their designated supervisor, in an effort to settle the same. An employee may do this personally, or through the Union. This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most daily University-employee problems. If, however, a request or complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance within ten (10) working days of the incident/discipline (or, in the case of a compensation dispute, within ten days of the resulting paycheck).

##### *STEP TWO: FORMAL WRITTEN GRIEVANCE TO IMMEDIATE SUPERVISOR*

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

##### *STEP THREE: DIRECTOR OF EMPLOYEE AND LABOR RELATIONS*

If the matter is not resolved at Step Two and the Union wishes to appeal the matter to Step Three, a grievance shall be submitted in writing to the University Director of Employee and Labor Relations or his/her/their designee within ten (10) working days of the Immediate Supervisor's Step Two response.

Step Three meetings shall be held within ten working days unless both parties mutually agree to extend the timeframe. If an agreement is not reached and a meeting does not occur, the department and bargaining unit employee may submit a statement and any evidence for consideration, for which the University may base a decision. In cases of discipline, suspensions will not be applied until the University has issued their Step Three meeting response.

##### *PRE-ARBITRATION MEDIATION*

With the exception of discharge, if the grievance is not satisfactorily resolved at Step Three, the Union may request to advance the grievance to mediation within ten (10) work days of the step 3 response or the date on which the response was due, whichever occurred first. Mediation shall be requested by written notice to the Director of Employee and Labor Relations or his/her/their designee, and upon mutual agreement between the University and the Union, the two parties shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator

at a time or times convenient to the parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing. In the event of a unilateral or mutual waive, the grievance may be advanced directly to arbitration as set forth below.

#### *STEP FOUR: ARBITRATION*

If the grievance is not settled at Step Three or at pre-arbitration mediation, the Union may present the grievance to the Director of Employee and Labor Relations, or his/her/their designee, for arbitration within ten (10) work days after the receipt of the Step three response.

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, American Arbitration Association or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names until a single name remains. Alternatively, the parties may mutually agree to strike names via email. The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, with exception of employee evaluations, counseling statements, verbal reprimands, and/or dismissal of a probationary employee. Board of Trustees Regulations and By-Laws, University Rules and Policies, laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way 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 the Agreement to the facts of the grievance presented. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

## ARTICLE VII HEALTH AND SAFETY

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

The Union recognizes the responsibility of bargaining unit employees to comply with reasonable safety rules and follow safe work practices to ensure employee safety, as well as that of fellow workers.

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

The University shall not require employees to work in areas deemed, by the University Safety Officer, to be unsafe or unhealthful. The University and bargaining unit employees will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation, and workplace violence.

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

## ARTICLE VIII ADA PROCEDURES

Upon the employee's written request, the University agrees to involve the Union in the accommodations process as required under the Americans with Disabilities Act (ADA).

## ARTICLE IX WORK SCHEDULES

### SECTION 1. HOURS OF WORK AND OVERTIME

Paid work hours, unless specified elsewhere in this agreement, with the exception of preapproved vacation time, are reserved for work duties assigned by management.

A normal work week, for full-time employees, is thirty-seven and one-half (37 ½) hours. Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour in accordance with individual department practices.

The work schedule is based on the operational needs the department and may have a different start/end time from the University business hours.

The University, at the discretion of the department head and on a case by case basis, may allow the employee to work from home. All parties understand that such scheduling is not permanent and may be rescinded by the University at any time.

### SECTION 2. REQUIRED ATTENDANCE

An employee required to attend meetings outside of scheduled work hours will be notified in writing and shall be subject to compensatory time or overtime provisions in accordance with University procedure. Such requirement will be submitted to the employee at least two business days in advance, with the exception of an emergency.

Employees will not be required to volunteer for campus activities/events outside of their work hours.

Employees required by the University to attend meetings and/or undergo physical or psychological examination are expected to do so during regular work hours at straight time pay.

### SECTION 3. HOLIDAYS AND CLOSURES

University closures, including holidays, will be paid in accordance with the Board of Trustee regulations and will be provided in the same manner set forth for the entire campus.

In accordance with the manner set forth for the entire campus, the University may be closed during December and January holiday break. All parties agree that in such a case, employees may be required by the University, to either use vacation benefits or elect to use a non-pay status for a period of days immediately before or after scheduled closure.

In accordance with University procedure, an employee must be in pay status the day before and after a holiday closure in order to receive holiday pay.

### SECTION 4. VOLUNTEER ACTIVITY

When employees volunteer their time to serve on an external project separate from their regular work duties assigned by their department, the time in which they serve as a volunteer is exempt from provisions of this collective bargaining agreement (except this paragraph). Examples of such volunteer time includes, but is not limited to, participating in fundraising events (e.g. university sponsored 5k run), philanthropic events, student move days, student events, sporting events, homecoming, etc.

### SECTION 5. CALL BACK

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

### SECTION 6. TIME SHEETS

To ensure timely compensation, bargaining unit employees are responsible for the timely submission of timesheets by the deadline set forth by the University for each pay period. Compensation for hours worked and benefits used are to be submitted in good faith by the employee.

### SECTION 7. SUMMER FLEX

If the University elects to have a flexible summer schedule, application of such schedule will be subject to divisional approval based on operational needs.

## ARTICLE X. PERSONNEL FILES

Employees shall be entitled to full access to their personnel files as prescribed in prevailing state statute. Such reviews shall be made at a mutually agreeable time at Human Resource Services during working hours with no loss of pay and subject to the supervisor's approval, based on operational needs.

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

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

## ARTICLE XI. JOB DUTIES

### SECTION 1. JOB DESCRIPTION

The supervisor of the bargaining unit employee will provide a job description to bargaining unit employees on their first day of employment and on any subsequent first day in a new classification.

Additionally, bargaining unit employees will be provided with a copy of their job description upon written request by the employee to the Office of Human Resource Services (HRS). Should no current job description be on file in HRS, within 10 business days of the written request, a current description, signed by both the employee and the supervisor will be given to the employee. Disputes regarding an employee working outside of their class specification are subject to the grievance procedure. Job description reviews shall be conducted at least once every two (2) years upon written request of the employee.

### SECTION 2. DESK AUDITS

The University recognizes the importance of desk audits as a tool to appropriately classify work positions and work duties. Desk Audit requests will be processed in accordance with State University Civil Service (SUCSS) Rules and Procedures. Requests for a desk audit are submitted to an employee's supervisor. The University will process all requests for desk audits within the time parameters set forth by SUCSS. No request for a desk audit shall be denied.

### SECTION 3. INTERVIEW AND TESTS

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

### SECTION 4. PROMOTIONS

A promotion is the appointment of a current employee to a position in a different classification having a higher maximum rate of pay. The salary increase may be up to 10% based on the University's discretion or the base of the range, whichever is greater. Exceptions to the standard promotion rate policy will require justification and review by Human Resource Services. After the review by Human Resource Services (HRS), HRS will confirm budget approval and ultimate

approval by the Senior Associate Vice President for Human Resources (or his/her/their designee). Human Resource Services review of salary exceptions will take into account the experience of the prospective employee, union contract provisions, the Fair Labor Standards Act, internal equity, external market, and any other relevant laws and NIU policies.

## SECTION 5. PROFESSIONAL DEVELOPMENT

The University recognizes the importance of professional development in terms of educational opportunities such as webinars, seminars, conferences, online courses, lectures and other. Employee requests for professional development may be honored, with the employee incurring no loss of pay for attendance. Certificate of attendance and any certification indicating successful completion of the requested course will be placed in the employee's personnel file and considered in the evaluation process.

With advanced supervisory written approval, costs associated with the lecture/training/conference will be paid by the University, including but not limited to books, tools, tuition, fees and travel. When there is a cost efficient, yet comparable alternative to professional development opportunities (e.g. LYNDIA.com, internal training, etc) the employee will be asked to pursue of the opportunity of least expense to the University.

## SECTION 6. TEMPORARY REASSIGNMENT WITHIN CLASS SPECIFICATIONS

The University has the right to re-assign a bargaining unit employee to another position within the same classification, including transferring positions to a different department within the same campus. Such reassignments will not be for arbitrary or capricious reasons. In accordance with SUCSS statute and rules, the University may temporarily assign work within class specifications from lower classifications within the employee's occupational line. Employees, in any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

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

## SECTION 7. WORKLOAD EVALUATION

With the exception of emergency circumstances, when bargaining unit employees are assigned a significant change in their workload, within five (5) workdays, the employee may request a meeting in order to have a discussion with their supervisor about their altered work priorities in order to accommodate the workload, and/or determine how the work will be accomplished as determined by the University. Such requests may be granted by the department or appealed for an evaluation by the departmental representative to determine the actual significance of the assignment. In the event that such a meeting is scheduled, the employee shall have the right to request a Union representative in the meeting to help facilitate communication and problem solving efforts. The University reserves the right to assign work in accordance with provision under the Management Rights section of the Agreement.

## ARTICLE XII. COMPENSATION AND BENEFITS

### SECTION 1. BOARD OF TRUSTEES BENEFIT PROVISIONS

During the term of this Agreement, all employee benefits shall be granted to bargaining unit employees 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 and University policies concerning such benefits, the Union's Local President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or will have any impact on current bargaining unit employees, and if so, to negotiate concerning the impact of such change or changes.

### SECTION 2. OFF CYCLE SALARY ADJUSTMENTS

Off Cycle Salary Adjustments are defined as an increase to an employee's pay permanently for an increase in scope of duties, where a reclassification of the position is not warranted. Upon request of the department head and any other required approvals within the University, the requested adjustment will be reviewed by Human Resource Services and will take into account scope and complexity of the increase in duties, the experience of the employee, union contract provisions, the Fair Labor Standards Act, internal equity, external market analysis, and any other relevant laws and NIU policies.

### SECTION 3. TEMPORARY WAGE ADJUSTMENT

Compensation for the temporary assumption of additional duties and responsibilities may be eligible for a temporary salary adjustment. The increase is for the duration of the temporary assumption of duties. Upon request of the department head and any other required approvals within the University, the requested adjustment will be reviewed by Human Resource Services and will take into account the scope and complexity of the increase of duties, the experience of the employee, provisions within this agreement, the Fair Labor Standards Act, internal equity, external market analysis, and any other relevant laws and NIU policies.

### SECTION 4. TEMPORARY UPGRADE

Additional compensation for the temporary assumption of additional duties and responsibilities of a higher classification may be considered a temporary upgrade and will be processed in accordance with the State Universities Statute and Rules which specifies the following guidelines: the employee assumes all or a significant amount of duties of a higher classification that, if the employee were to be assigned to the position on a permanent basis, the employee's position would be reclassified to the higher classification; and the employee in on the active civil service register for the higher classification. The duration for the assumption of additional duties will be in accordance with the State Universities Civil Service Statute and rules.

### SECTION 5. OVERTIME/COMPENSATORY TIME

*A. OVERTIME*

1. There is no guarantee of overtime hours. Bargaining unit employees will receive advance written approval from department directors/supervisors prior to working beyond regular scheduled hours.
2. Overtime is paid beyond thirty-seven and a half (37 ½) hours in a work week.
3. Overtime hours are permitted on an as-needed and case-by-case basis as determined by the department directors/supervisor.
4. Overtime pay will be based on actual hours worked. Paid benefits cannot be used to calculate overtime pay.
5. Exempt (salary) employees are not eligible for over time or compensatory time.

*B. COMPENSATORY TIME*

In accordance with University policies and procedures, employees entitled to overtime pay under the terms of this Agreement may elect to take compensatory time off in lieu of overtime pay, provided that the employee and the supervisor mutually agree at the time that the overtime work was offered. The employee must give written notice to the supervisor of the intent to receive compensatory time in lieu of overtime pay. In the absence of written proof of the Agreement, the employee will be paid overtime pay. Compensatory time is not applicable to those employees considered to be exempt status under the Fair Labor Standards Act.

**SECTION 6. CALL BACK PAY**

Whenever an employee works a call-back assignment as defined above, he/she/they shall receive a minimum of two (2) hours work or be paid for the actual time worked, whichever is greater, at the applicable overtime rate. Employees who are called to work on their scheduled day off will also receive a minimum of two (2) hours pay or be paid for actual time worked, whichever is greater, at the applicable overtime rate and consistent with university policy regarding overtime.

**SECTION 7. WAGE INCREASES**

*FISCAL YEAR 2018*

Following ratification of the Agreement by the NIU Board of Trustees, and no later than June 30, 2018, all eligible current **hourly** bargaining unit employees will receive a three (3) percent increase to their hourly wage retroactive to November 16, 2017, in accordance with the Board of Trustees implementation guidelines. Following ratification of the Agreement by the NIU Board of Trustees, and no later than June 30, 2018, all eligible current **salary** bargaining unit employees will receive a three (3) percent increase to their salary wage retroactive to November 16, 2017, in accordance with the Board of Trustees implementation guidelines.

### *FISCAL YEAR 2019*

Effective July 1, 2018, all bargaining unit employees will receive the same campus wide increase as all other NIU employees as determined by the NIU Board of Trustees and in accordance with the Board of Trustees implementation guidelines.

### *FISCAL YEAR 2020*

Effective July 1, 2019, all **hourly** bargaining unit employees will receive the greater of a three (3) percent increase to their hourly wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.. Effective July 1, 2019, all **salary** bargaining unit employees will receive the greater of a three (3) percent increase to their salary wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.

### *FISCAL YEAR 2021*

Effective July 1, 2020, all **hourly** bargaining unit employees will receive the greater of a three (3) percent increase to their hourly wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.. Effective July 1, 2020, all **salary** bargaining unit employees will receive the greater of a three (3) percent increase to their salary wage or the wage increase which is passed campus-wide by the NIU Board of Trustees for all University employees in accordance with the Board of Trustees implementation guidelines.

### *FISCAL YEAR 2022*

The parties will meet to open the Agreement for the sole purpose of negotiating wages for Fiscal Year 2022 (contract year commencing July 1, 2021) no later than sixty (60) days prior to the commencement of the fiscal year.

### *FISCAL YEAR 2023*

The parties will meet to open the Agreement for the sole purpose of negotiating wages for Fiscal Year 2023 (contract year commencing July 1, 2022) no later than sixty (60) days prior to the commencement of the fiscal year.

## **SECTION 9. FLAT RATE PAYMENT**

Upon ratification of the Agreement by both parties, all bargaining unit employees will receive a one-time additional payment of \$500.00 for work completed, to be paid after May 10, 2018 and no later than June 30, 2018. The one time payment is not applicable to the employee's base wages.

## **SECTION 10. ALLOCATION OF FUNDS TOWARD MARKET DEFICIENT WAGES**

The University will allocate \$250,000 for fiscal year 2020 and \$250,000 to fiscal year 2021 toward market-deficient employees, as determined by the University.

## ARTICLE XIII MANAGEMENT RIGHTS

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

- Determine the overall budget and use of budget of the University;
- Determine control and exercise discretion over the organization and efficiency of operations, including cost saving measures;
- Direct the employees, including the right to assign work within the scope of their classification specification (provided by SUCSS) and right to assign overtime;
- Hire, examine, evaluate, classify, promote, transfer, assign and schedule employees in positions with the University;
- Require training and/or course work related to duties within classification and/or job description, including performance, conduct, and university policies.
- Require licensing and/or credentials, including maintenance of such, related to scope of employment as a condition of continued employment.
- Determine if an employee can be convert from hourly status to civil service exempt status in accordance with State University Civil Service System procedures and statutes and Fair Labor Standards Act,
- Suspend, demote, discharge or take other disciplinary action against the employees for just cause;
- Counsel employee on areas that need improvement, including but not limited to submitting a letter of expectations, counseling statement, and/or performance improvement plan,
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Set workplace standards; standards are not limited to attendance, performance, conduct, dress code, and customer service standards,
- Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;

- Change or eliminate existing methods, equipment, or facilities.
- Determine which departmental bargaining unit employees are considered essential personnel.
- Require testing and or training as a condition of employment, including continued employment, not limited to Title IX training, Non-Discrimination/Harassment Training, ethics training and testing.
- Right to require immunization/vaccinations for employees as a condition of employment including continued employment.
- Right to require professional credentials, certifications, licensure, and comply with clinical requirements as determined by the program to which they are employed, including but not limited to cardiopulmonary resuscitation (CPR) certification.

## ARTICLE XIV WORK RULES

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

All parties recognize the University does not waive its right to adopt, create, and enforce policies for the workforce.

## ARTICLE XV STUDENT EMPLOYEES/EXTRA HELP

The University retains the right to hire students and extra help to cover shortages in staffing, which may be assigned to complete tasks that are described in the class specifications of the bargaining unit employees represented in this agreement. Such a hire will not cause a bargaining unit employee to be displaced, laid off, furloughed, or terminated.

## ARTICLE XVI LAYOFF

The University will process layoffs in accordance with the State Universities Civil Service Statute and Regulations. The University will notify an employee to be laid off at least thirty calendar days prior to the layoff. A notice will be given to the Union.

## ARTICLE XVII SUBCONTRACTING

It is the general policy of the University to utilize employees to perform work appropriate to the employee's classification. The University will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The University agrees to notify and discuss with the Union thirty (30) days prior to the sub-contracting or contracting out of work which may result in the layoff or loss of pay for employees covered by this Agreement. In the event of sub-

contracting, or contracting out of work which results in layoff or loss of pay for any employees, Human Resource Services will provide career counseling, qualification testing, and placement services to such employees. The University will, subject to Civil Service System Requirements, offer to such employees positions the University is currently seeking to fill at the same or comparable pay rate if possible.

## ARTICLE XVIII PRINTING OF THE AGREEMENT

The University will make this Agreement accessible on the Northern Illinois University website as an environmentally conscious alternative to printing, within thirty (30) days of signatures by both parties, where it will remain accessible for the life of the Agreement.

## ARTICLE XIX NO STRIKE/NO LOCK OUT

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

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

## ARTICLE XX PARTIAL INVALIDITY

Should any provision of this agreement be determined by a court of competent jurisdiction to be contrary to law, such findings shall not invalidate any other provision of this Agreement, and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

## ARTICLE XXI ENTIRE AGREEMENT

### SECTION 1. DURATION OF THE AGREEMENT

The effective date of this Agreement shall be the date of approval by the Northern Illinois University Board of Trustees, **May 10, 2018**, (following the ratification by the bargaining unit employees) and shall remain in full force and effect until June 30, 2023 and thereafter from year to year unless either party gives written notice at least ninety (90) days prior to the expiration date to the other of its intent to terminate or modify the Agreement. The contract shall remain in effect during the period when the parties are negotiating a successor and until a successor if effective, unless either party shall notify the other of its intent to terminate the contract no sooner than ninety (90) days after such notice is given, which in no case shall be prior to the expiration date of the contract.

### SECTION 2. AUTHORITY OF THE AGREEMENT

This Agreement shall not supersede:

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

### SECTION 3. AGREEMENTS

This Agreement and attached Memorandums of Understanding constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the University, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. In accordance with the Illinois Educational Labor Relations Act and applicable law, nothing herein shall be deemed or otherwise construed as a waiver of the Union's right to bargain over any changes in working conditions that arise during the term of this Agreement.

## MEMORANDUM OF UNDERSTANDING - PARKING

Upon ratification, the blue sticker parking rate for local 1890 bargaining unit employees is \$116.00, effective July 1, 2017. All parties agree that future annual parking rates are set by the University, will be limited to a \$10.00 increase from the prior year for each year of the Agreement.

Agreed to by:

AFSCME Staff Representative, Sara Dorner: \_\_\_\_\_

NIU Director of Employee and Labor Relations, Jesse Perez \_\_\_\_\_

Acceptance by the Parties

In witness whereof, the parties hereto have executed this Agreement by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_ 2018.

## APPENDIX A

Illinois Educational Labor Relations Board Bargaining Unit Certification, petition case no 2016-RC-0001-C.

## APPENDIX B – WEINGARTEN RIGHTS

The rights of unionized employees to have a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251 (1975)). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he/she/they say, the employee has the right to request union representation. Unless otherwise specified in this Agreement, the University is not required to inform the employee of his/her/their Weingarten rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present management has three options:

- stop questioning until the representative arrives;
- call off the interview or;
- tell the employee that it will call off the interview unless the employee voluntarily waives rights to a union representative (an option the employee should always refuse.)

The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative cannot tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.



**IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN:**

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**Northern Illinois University, DeKalb, Illinois**

**and**

**Metropolitan Alliance of Police, Northern Illinois University  
Police Officer Chapter #291**

**FMCS Case No. 170719-55900**

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**AWARD OF THE ARBITRATOR**

**Carol J. Tidwell, J.D.**

***For the Employer:***

**Robert Bernstein  
Jeremy Edelson  
Laner Muchin, Ltd.  
515 N. State St., Ste. 2800  
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***For the Union:***

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The Law Offices of Steven Calcaterra & Associates, PC  
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Naperville, IL 60540  
630.281.2532  
[stevecalcaterra@gmail.com](mailto:stevecalcaterra@gmail.com)**

**Date of the Award: May 7, 2018**

## **Introduction**

In accordance with the rules governing the arbitrator roster of the Federal Mediation and Conciliation Service (“FMCS”), the parties selected the undersigned to hear and decide unresolved impasse issues for the parties’ successor collective bargaining agreement (“CBA” or “Agreement”) for the police officer bargaining unit at Northern Illinois University (“NIU” or “Employer”) which is represented by the Metropolitan Alliance of Police Chapter 291 (“Union). The Employer and the Union are the parties to the Agreement. The parties and the arbitrator recognize the jurisdiction of the Illinois Public Labor Relations Act concerning all substantive and procedural issues in this matter.

A hearing was scheduled for May 1 and 2, 2018 at NIU in DeKalb. The parties provided a document to the arbitrator which contained their agreed-upon pre-hearing stipulations and ground rules. Among these were that the undersigned would act as sole arbitrator in this matter and that the parties would exchange final offers on all issues on April 20, 2018, which was done. Further, the parties agreed that there was nothing to prevent their negotiations and settlement of as-yet unresolved terms of the contract at any time, including prior to the hearing.

Just prior to convening the hearing on May 1 the parties declared to the arbitrator that they had reached a stipulated agreement on all terms and conditions of the successor CBA. The hearing was then convened for the purpose of putting the terms of the stipulated agreement on the record. Given that writings memorializing all of the agreements on the issues had not yet been finalized, the parties agreed that they would provide such final documents to the arbitrator by Friday, May 4 containing all stipulated terms and conditions of the successor CBA, which they did. This stipulated collective bargaining agreement and the memorandum of understanding form the basis of this Award in this case and are reproduced below.

**Award**

The terms and conditions of the parties' successor CBA in its entirety including the memorandum of understanding to which the parties have stipulated is awarded in this matter as follows:

*COLLECTIVE BARGAINING AGREEMENT*

between

*THE BOARD OF TRUSTEES*

*for and on behalf of*

*NORTHERN ILLINOIS UNIVERSITY*

*and*

*THE METROPOLITAN ALLIANCE OF POLICE NIU  
CHAPTER #291*

**July 1, 2016 through June 30, 2021**

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**ARTICLE I**  
**PREAMBLE**

This Agreement entered into by Northern Illinois University, hereinafter referred to as the “Employer”, and the Metropolitan Alliance of Police, Northern Illinois University Public Safety Department, Chapter #291, hereinafter referred to as “ the Chapter”, is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and certain other conditions of employment for full-time police officers, and probationary police officers of the Employer as classified by the State Universities Civil Service System, as defined herein below and hereafter referred to as “Officers” or “employees”, or when the context requires a singular noun, as “Officer” or “employee”.

The Employer and the Chapter are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer, subject to any changes in State or other laws or policies applicable to the Employer. The Chapter will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

## **ARTICLE II RECOGNITION**

### **Section 2.1 Recognition**

Pursuant to an election and certification by the Illinois Labor Relations Board, Case No. S-RC-00-045 and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time and probationary officers, below the rank of Sergeant, within the Police Department of Northern Illinois University.

### **Section 2.2 Membership**

In the event that the Union seeks to add a position classification to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of any additional position classification in the bargaining unit is solely within the jurisdiction of the Illinois State Labor Relations Board.

### **Section 2.3 Title Changes/Reclassifications**

The parties agree that a simple change in title only of a position in a classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

The Employer agrees to notify the Chapter of new or reclassifications of departmental jobs and agrees not to fill such positions for ten (10) days beyond such date of notice.

### **Section 2.4 Fair Representation**

The Chapter recognizes its responsibility as bargaining agent and agrees to represent fairly all employees represented by this Collective Bargaining Agreement.

### **Section 2.5 Gender**

Whenever the male gender is referenced in this Agreement, it shall be interpreted to include both the female and male genders equally.

### **Section 2.6 Changes to Duties/Operations**

The Employer agrees to provide all represented employees a written copy of any new provision or change in the Operations Manual. Both parties recognize the statutory obligations under the State Universities Civil Service System Statute and Rules regarding specific employment transactions related to, but not limited to, such topics as reclassifications, reallocations, job descriptions, position classifications, and other employment opportunities relevant to all employees at Northern Illinois University. In accordance with these statutory obligations, employees covered under this Agreement shall

be required to perform only the duties that are consistent and related to existing job specifications.

## **ARTICLE III MANAGEMENT RIGHTS**

### **Section 3.1 Management Rights**

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

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To determine the overall budget of the employer and control over the organization and efficiency of operations;
- c) To direct the employees, including the right to assign work;
- d) To determine the methods, means, number of personnel needed to carry out the mission of the department;
- e) To hire, examine, promote, train and schedule employees in positions with the employer;
- f) To suspend, demote, discharge, or take other disciplinary action against the employees for just cause;
- g) To create, publish and enforce policies, procedures, rules, and regulations;
- h) To change or eliminate existing methods, equipment, or facilities;
- i) Determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- j) To take any and all actions as may be necessary to protect the University community and carry out the its mission in situations of civil emergency;
- k) To determine the qualifications of applicants for positions of employment.

### **Section 3.2 Statutory Obligations**

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

## **ARTICLE IV UNION RIGHTS**

### **Section 4.1 Rights of Union Officials**

With supervisory permission, employees who are Chapter representatives, stewards, witnesses, or grievants will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related to these grievances, and to attend contract negotiations (maximum of three bargaining unit

employees) and to attend labor management meetings. It is understood that a business representative of the Chapter may also participate in collective bargaining negotiations.

#### **Section 4.2 Visits from Off-Campus Representatives**

Other off-campus, authorized representatives of the Chapter shall be permitted to visit the department during working hours to talk with employees covered by the terms of this Agreement and/or representatives of the Employer concerning matters covered by this Agreement, provided that employees or facilities are not needed for duty and prior notification of such visit is received.

#### **Section 4.3 Communications**

The Employer agrees to furnish bulletin board and space of approximately 36 X 48 inches in a mutually agreeable area for the posting of Chapter notices relating to regular Chapter business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Chapter meetings, Chapter elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Chapter.

#### **Section 4.4 Off Campus Union Activities**

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend Chapter conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least fifteen (15) days in advance and shall be answered in writing no later than five (5) days following the request. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty-four (64) hours per year. Seniority shall continue to accrue for all approved leaves of this nature.

#### **Section 4.5 Section 4.5 Other Union Activities**

When negotiations have commenced under the provisions of this agreement, the Employer will permit two (2) on duty Officers to attend negotiations without loss of pay, for a maximum of two (2) hours, or as approved by the Chief of Police. Negotiation attendance begins when the Officer leaves his or her regular duty to participate in negotiation related activity or meetings.

### **ARTICLE V LABOR/MANAGEMENT CONFERENCES**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Chapter representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management

Conference” and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to :

- a. discussion on the implementation and general administration of this Agreement
- b. sharing of general information of interest to both parties
- c. safety issues

It is expressly understood and agreed that such conferences shall not include topics being currently processed under the grievance procedures. Such conferences shall not be interpreted to replace negotiations, or otherwise discuss topics, for the purpose of altering any or all of the terms of this Agreement.

Attendance at Labor/Management conferences shall be voluntary and shall not interfere with required duty time and attendance. If scheduled during duty time, attendance is permitted only upon prior approval by the Chief of Police or their designee. The Chief of Police or their designee shall solely determine their management representatives at these conferences.

## **ARTICLE VII DUES CHECK OFF AND FAIR SHARE**

### **Section 6.1 Fair Share**

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the Officers covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter each pay period. The Chapter shall annually submit to the Employer a list of the Officers covered by this Agreement who are not members of the Chapter as defined in the Recognition Article of this Agreement) and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

The University Administration will deduct Chapter membership dues, in an amount established by M.A.P. and certified by the M.A.P. treasurer to the University Administration, from the salary of a bargaining unit member who provides the University Administration with a written authorization to make such deduction.

### **Section 6.2 Dues Deduction**

Upon receipt of proper written authorization from an employee, The Employer shall deduct each pay period, Chapter membership dues in the amount certified by the Chapter or Metropolitan Alliance of Police from the pay of all officers covered by this Agreement. Such money shall normally be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

### **Section 6.3 Union Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Employer does not initiate or prosecute such action.

### **Section 6.4 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 Chapter to collect dues for that period directly from the bargaining unit member.

### **Section 6.5 Fines/Penalties/Special Assessments**

Nothing in this Article shall require the University Administration to deduct Chapter 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.

### **Section 6.6 Remittance of Dues Deduction**

Dues deducted will be remitted to M.A.P. or Union official, as designated in writing by the Union.

### **Section 6.7 Notification of Change in Union Dues/Fair Share Fees**

M.A.P. shall give written notice to the University Administration of any changes in its dues and/or fair share amounts at least sixty (60) days prior to the effective date of any such change.

### **Section 6.8 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.

## **ARTICLE VII SENIORITY**

### **Section 7.1 Definition**

Consistent with the State Universities Civil Service System Statute and Rules, seniority is defined as those hours that an employee is in pay status (hours worked, compensating time off, sick leave, vacation, FMLA, and any other approved leave of absence exclusive of overtime) and shall be used for the purpose of any wage calculations, job bidding, temporary upgrade, holiday reductions and the use of benefits. Seniority calculations are specifically determined by regulations contained in the State Universities Civil Service System Statute and Rules as applicable to all civil service employees.

All unauthorized or unexcused absences will result in the loss of seniority during the absence on an hour-for-hour basis. Such deductions in seniority will be reflected in the seniority list established prior to each bid meeting. The Chapter will be notified whenever such deductions will occur. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer, e.g. written warning, suspension, or discharge should unauthorized and unexcused absences become repetitive by the employee.

### **Section 7.2 Seniority Lists**

A seniority list shall be provided to the Chapter prior to each bid meeting, usually by December 1, and posted by the Employer on the Chapter bulletin board. This list shall be revised as necessary for additional job bidding which may occur through out the year.

### **Section 7.3 Voluntary Workforce Reduction**

In the event of a voluntary workforce reduction on recognized Holidays or designated Administrative Closure days, employees who are permitted the time-off shall be provided their regularly scheduled hours of pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits (for example, Officers scheduled for an 8 hour shift will be compensated for 8 hours and Officers scheduled for a 12 hour shift will be compensated for 12 hours). Both parties acknowledge that these reductions will be solely determined by the department Chief of Police or designee based upon work force needs and the ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored from Police Officers, on that shift, based on date of hire seniority in the Police Officer classification.

### **Section 7.4 Deviations from Seniority Regulations**

Both parties acknowledge the statutory obligations related to seniority determinations. Any proposed deviations from these guidelines regarding the principle of seniority shall be submitted to the Associate Vice President for Human Resources or a designated representative and the President of the Chapter stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

**ARTICLE VIII**  
**HOURS OF WORK/OVERTIME/ADDITIONAL PAY**

**Section 8.1 Purpose**

This Article shall define the normal work hours for employees covered by this Agreement and provide a basis for the calculation and payment of overtime. Nothing herein shall be interpreted as a guarantee of hours of work per day or per week.

**Section 8.2 Hours of Work/Work Schedules**

Individual work schedules are defined as the number of hours worked per day and the number of days worked in a work cycle. The overall work day shall be defined as a 24 hour period of time from 7:00 a.m. to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted a paid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four hour period of work.

Each year, the Chief will present a shift schedule in April. The shift schedule shall remain in effect for the duration of the yearly bid period unless emergency circumstances require changes.

Reporting and quitting times for individual employees may be moved either way without affecting the defined workday. If the Employer wishes to modify reporting and quitting times, employees on the applicable shift will be allowed to select, by seniority within the Police Officer classification, from the proposed schedule(s).

Each shift shall normally be covered by at least one supervisor, and one or more Police Officers. Employees shall bid annually to a shift based on seniority within the Police Officer classification. All employees covered by this Agreement will only be allowed to bid in May of each calendar year, with the schedule to take effect on the first Monday of July. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts.

The Employer reserves the right to determine the number of bid positions on each shift. The Employer shall notify the Chapter of all available bid positions. If requested by the Chapter, the Employer agrees to meet and discuss the availability of bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Operations Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids.

Probationary Officers will be assigned based on the operating needs of the department and are not eligible to participate in the annual shift bid process until after they successfully complete their probationary period.

### **Section 8.3 Overtime Pay**

Pursuant to the partial overtime exemption of Section 207(k) of the FLSA and based on the declared yearly work schedule, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of the FLSA-dictated maximum for the regularly scheduled timeframe. The following sets forth an example of the FLSA maximum hours for each scheduled work period after which overtime shall be paid:

<b><u>Consecutive Day Work Period</u></b>	<b><u>Hours</u></b>
28 days	171
14 days	86
7 days	43

Paid benefit time will not count as hours worked in the calculation of overtime pay.

In certain instances based upon operational needs, extra assignments shall be made by inverse seniority in the classification when an insufficient number of Officers volunteer for extra assignments or events. The Employer reserves the right to assign more senior Officers on an inverse seniority basis if the least senior employees are not receiving proper rest, if constant assignments are causing undue hardship, if specialized training/expertise is required, or if there is an experiential imbalance.

In the instance of undue hardship, it is the responsibility of the employee to notify the Employer of such undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Employer and shall be evaluated on a case-by-case basis. Employees shall not usually be assigned involuntarily if that employee has been assigned involuntarily within the past three (3) day period.

### **Section 8.4 Call Back**

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are called back to the Employer's premises to carry out an official assignment shall be paid at least two (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, or shall be paid the appropriate rate in accordance with FLSA guidelines for all hours actually worked, whichever is greater. The Employer has the right to assign any work duty to satisfy this required minimum two (2) hour timeframe.

### **Section 8.5 Training**

All time spent in training will count as hours worked for purposes of this Agreement. Except for training attended locally, travel time for over 50 miles will count as time worked and will be paid based on the actual number of miles and the time it takes to reach the training site from the DeKalb campus or home location, whichever is shorter. Travel time will not apply to local training held in the DeKalb/Sycamore area. All training, including method of travel to and from the training, must be preapproved by the Chief of

Police or designee. Probationary Police Officers shall not be compensated for travel time while traveling to and from the Police Academy.

#### **Section 8.6 Court Time**

Employees will be paid a minimum of two hours (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, for all required court time outside the regularly scheduled work hours.

#### **Section 8.7 Contracted Services/Special Events**

Contracted services/special events are defined as University events that may require special attention to include additional police and public safety support such as, but not limited to, athletic events, dances, conventions, student organization events, Greek events, book buyback, VIP protection, science fair, Spring show, concerts, and other on-campus special activities as determined by the Employer.

The Employer reserves the right to determine Officer staffing needs for special events and make assignments with available personnel as required. The Employer reserves the right to adjust schedules and assign personnel as needed to provide additional Officer support for special events.

If the Employer determines that insufficient personnel are available to meet Officer staffing needs for a special event, the assignment shall be posted for voluntary assignment. In all instances where there are an insufficient number of volunteers, the department may assign these duties by inverse seniority in the Officer classification.

Events defined in the section do not automatically compensate Officers for overtime or callback pay.

#### **Section 8.8 Other Extra Assignments**

The Employer reserves the right to determine and require employees to stay on duty after their shift has ended or to report early for duty prior to the beginning of their shift.

In emergency situations where employees are required to stay on duty or report early, the Employer may fill the vacancy in any manner possible. For administration of this section, an emergency situation shall be defined as a vacancy that occurs with four hours or less notice.

In non-emergency situations, assignments of this nature shall first be offered to the most senior employees in the Police Officer classification on the affected shift. If volunteers cannot be found to fill the vacancy, employees in the relevant classification on the affected shift will be ordered to work based on inverse seniority.

The parties agree that Police Officers may be required to fill Telecommunicator vacancies in emergency situations. In these instances, the Employer shall make every effort to relieve the Officer with appropriate personnel as soon as possible.

Temporary assignments are defined as short term work assignments apart from or in addition to an Officer's current assignment and that last less than six (6) months. Temporary assignments may include, but are not limited to Officers with temporary restrictions prohibiting the Officer from working their regularly assigned duties, assignments that require the knowledge, skills and abilities of a specific Officer to complete, and other similar temporary work as assigned by the Chief of Police or designee.

#### **Section 8.9 Compensatory Time**

University policies and regulations regarding compensatory time off in lieu of overtime pay will be applicable to employees covered by this Agreement. Employees covered by this Agreement may accumulate a maximum of 120 hours of compensatory time off.

#### **Section 8.10 Shift Differential**

Employees who are regularly scheduled to work the majority of their hours between 5:00 p.m. and 5:00 a.m. shall be paid a differential of forty (40) cents per hour for each hour in pay status. The shift differential will not be added to the employee's base rate when computing the overtime rate. Eligible employees shall receive this differential for all overtime hours and for any other hours in pay status, including vacation, paid sick leave, paid bereavement leave, compensatory time off, and any other paid leave

#### **Section 8.11 Required Meetings/Exams**

All departmental meetings, physical or mental examinations, and/or conferences required by the Employer, which occur outside of an Officer's regularly scheduled shift will be paid at the applicable rate. The Employer shall provide for payment of applicable fees and directly-related occupational expenses for such required activities. When required to travel, the employer will provide transportation or pay mileage if the employee is required to use their own vehicle. This provision does not apply to routine return-to-work physicals.

### **ARTICLE IX BENEFITS**

#### **Section 9.1 CMS Benefit Program**

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.

**Section 9.2 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.

**Section 9.3 Holidays, Administrative Closings and Other Scheduled University Closures**

Holidays, Administrative Closures, and Other Scheduled University Closures recognized under this Agreement and any additional pay for such days shall be consistent with the NIU Board of Trustee (BOT) Regulations. Recognized holidays normally shall be:

New Year’s Day	January 1
Memorial Day	Observed Monday
Independence Day	July 4
Labor Day	Observed Monday
Thanksgiving Day	Observed Thursday
Christmas Day	December 25
Five (5) Floating Holidays	As determined by the University

Subject to NIU’s BOT Regulations and the provisions of this Agreement, Officers required to work on designated holidays, administrative closure days, or other scheduled University closure days, will receive their regular rate of pay plus one and one-half (1.5) times their regular rate of pay for all hours worked. Employees who are scheduled or approved to be off on these designated days shall receive one day of regular pay for that day, with one day equaling the most common number of hours worked during a day of the employees’ regular work schedule. (For example: Officers regularly scheduled to work 8 hours each work day will be compensated for 8 hours, and Officers regularly scheduled to work 12 hours each work day will be compensated for 12 hours.) Officers required to work on any of these designated days that call in sick will be charged the appropriate benefit time and are ineligible for additional pay as stipulated in this Section 9.3.

**ARTICLE X  
WAGES**

**Section 10.1 Salary Rates**

For fiscal years FY2017 and FY2018 (July 1, 2016-June 30, 2017 and July 1, 2017-June 30, 2018) of this Agreement, the University will grant employees who are employed in the collective bargaining unit as of the date that this Agreement is ratified by the University's Board of Trustees, 3% annual salary increases as of July 1, 2016 and July 1, 2017. These wage increases are retroactive for employees who were employed in the collective bargaining unit during the relevant periods as of the date that this Agreement is ratified by the University's Board of Trustees.

For fiscal FY2019 (July 1, 2018-June 30, 2019), the parties will implement a Pay Scale and the University will pay employees who are employed in the collective bargaining unit at the rates identified in the below Wage Chart:

Entry:	\$25.90
After 1Yr.:	\$27.90
After 3Yrs.:	\$29.90
After 5Yrs.:	\$32.10
After 9Yrs.:	\$35.20

For fiscal years FY2020 and FY2021 (July 1, 2019-June 30, 2020 and July 1, 2020-June 30, 2021) of this Agreement, the University will grant employees who are employed in the collective bargaining unit, 2% annual salary increases.

For the fiscal years FY2017 through FY2021, employees shall be granted the greater of the wage increases mentioned in this provision or the University-wide wage increases as set forth in Section 10.2, but not both.

**Section 10.2 Salary Rates – FY2017 through FY2021**

For the fiscal years of this Agreement (FY2017, FY2018, FY2019, FY2020, and FY2021), the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an across the board basis. In the event that the University Salary Increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed.

For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution for FY2017, FY2018, FY2019, FY2020, and FY2021. For the fiscal years FY2017 through FY2021, employees shall be granted the greater of the wage increases mentioned above in Section 10.1 or the University-wide wage increases as set forth in Section 10.2, but not both.

### **Section 10.3 Educational Incentive**

An educational incentive shall be paid to employees in the Officer classification each fiscal year, subject to eligibility as specified herein and for the duration of this Agreement.

Eligibility to receive the educational incentive is based on active full-time employment with the department for the duration of the fiscal year and the completion of a college degree from an accredited institution of higher education recognized by the Employer. Verification of eligibility is based on official documentation of degree completion submitted to the Chief of Police for approval. For purposes of this Agreement, official documentation is defined as official transcripts sent to the Employer from the accredited institution. Upon verification of eligibility based on degree completion, Officers will submit a written request to the Chief of Police prior to November 1st of each fiscal year to receive payment. Payment of educational incentives will be made in a lump sum no later than the first pay period in December for the same year.

Officers will continue to receive the educational incentive payment each year for the highest level of degree verified for eligibility. Educational incentives are payable only for the highest completed degree (and for a maximum of one highest completed degree in a given fiscal year) and shall not be added to the hourly rate of pay.

Subject to the eligibility provisions set forth above, employees in the Officer classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

Associate Degree: \$600  
Bachelor's Degree: \$1200  
Post Graduate Degree: \$1800

### **Section 10.4 Criminal Investigations Unit Incentive**

Officers who are assigned to the Criminal Investigations Unit (CIU) for the purpose of conducting follow-up investigations in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that unit. The Chapter recognizes the titles for these officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to CIU. Officers assigned to the CIU may be referred to by the honorific title of "Detective". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). Detectives assigned to the CIU may be required to work in uniform or

plainclothes, and perform duties including but not limited to conducting administrative and criminal investigations, providing dignitary protection, and other patrol and/or special duties as assigned. Officers assigned to the CIU as a Detective shall receive an incentive of \$60.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.4 only if they are serving in a Detective role. If an officer moves out of the particular Detective role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the CIU in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

#### **Section 10.5 Paramedic Program Incentive**

Officers who are assigned to the paramedic program for the purpose of carrying medicine and the expectation to perform life-saving treatment in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that role. The Chapter recognizes the titles for these officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to the paramedic program. Officers assigned to perform duties as a paramedic may be referred to by the honorific title of "Paramedic Officer". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). All training, testing, certification, and licensing fees associated with this program shall be covered by the Employer. Officers assigned to the paramedic program shall receive an incentive of \$60.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.5 only if they are serving in a Paramedic role. If an officer moves out of the particular Paramedic role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the Paramedic Unit in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

Officers assigned to the paramedic program must maintain the appropriate paramedic certifications and/or licensing through the State of Illinois and maintain the certifications and/or licensing in good standing.

The employer shall be responsible for any costs related to continuing education requirements and recertification fees for the maintenance of the employee's paramedic certificate. Any continuing education hours performed by paramedics shall be paid at the appropriate rate of pay as set forth in the Agreement. Paramedic Officers that fail to maintain the appropriate certifications and/or licensing may be removed from the program.

#### **Section 10.6 Canine Program Incentive**

Officers who are assigned to the canine program for the purpose of explosive detection in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that role. The Chapter recognizes the titles for these officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while

assigned to the canine program. Officers assigned to perform duties as a canine handler may be referred to by the honorific title of “Canine Officer”. This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). All training, testing, and certification fees associated with this program shall be covered by the Employer. Officers assigned to the canine program shall receive an incentive of \$60.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.6 only if they are serving in a Canine Officer role. If an officer moves out of the particular Canine Officer role (either voluntarily or involuntarily) or if an officer’s employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the Canine Officer Unit in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

Officers assigned to the canine program must maintain the appropriate certifications and/or licensing and maintain the certifications and/or licensing in good standing. Certifications must be in accordance with national standards recognized by the Department. Canine Officers that fail to maintain the appropriate certifications may be removed from the program.

The Department shall, based on operational needs, make every reasonable effort to permit Canine Officers to train in order to maintain appropriate certifications and/or licensing.

## **ARTICLE XI NO STRIKE/NO LOCKOUT**

### **Section 11.1 No Strike**

No employee covered by this Agreement shall engage in, induce or encourage a strike, work stoppage, slowdown, or withholding of services. The Metropolitan Alliance of Police agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services at any time as a result of a labor dispute with the University or for any reason whatsoever.

### **Section 11.2 No Lockout**

The University will not lock out any employee covered by this Agreement at any time as a result of a labor dispute with the Metropolitan Alliance of Police or for any reason whatsoever.

### **Section 11.3 M.A.P. Responsibility**

All employees who hold a position of authority in the local Chapter of M.A.P. occupy a position of special trust and responsibility of maintaining and complying with this provision, including the responsibility to remain at work during any interruption which may be initiated by other individual employees, and to encourage all represented employees violating this paragraph to return to work.

**ARTICLE XII**  
**UNIFORM/EQUIPMENT PROVISIONS**

**Section 12.1 Uniform and Equipment**

The Employer shall be responsible for providing Officers with the uniform and equipment items listed herein. All Officers are required to report to work with their clothing and equipment in clean condition and neat in appearance. The Employer agrees to launder the uniforms issued to Officers for the cleaning, care and maintenance of those items.

The Employer will replace uniform and equipment items listed herein when such replacement is made necessary by normal wear and tear or in the performance of their duties, and then only after inspection and approval by the Employer. Officers shall be responsible for maintaining all uniforms and equipment in a serviceable manner and are required to promptly report to the department all items damaged or lost in the performance of their duties. Uniform and equipment items lost or damaged due to negligence or circumstances not related to the performance of the Officer's duties must be promptly reported to the department and replaced at the Officer's expense.

The basic uniform and equipment of the Officer will consist of:

<b>Item</b>	<b>Quantity</b>
Trouser, all weather	4
Shirt, summer, in color	3
Shirt, winter, in color	3
Sweater, winter	1
Coat, winter, with zip-out liner	1
Raincoat, reversible, full-length	1
Hat, police, dress with cover	1
Hat, baseball with police markings	1
Hat, stocking with police markings	1
Tie, clip-on	3
Turtleneck, Dickie-style, half	1
Nametags	2
Badges, police, star	3
Badges, hat	1
Identification, police, with carrier	1

<b>Item</b>	<b>Quantity</b>
Firearm, pistol, sidearm, with 2 mags.	1
Belt, Duty, Sam-style with 4 keepers	1
Holster, sidearm, Level III	1
Carrier, magazine, double	1
Case, handcuff, double	1
Handcuffs, double lock with keys	1
Baton, ASP, 21 inches	1
Holder, baton	1
Pepper Spray, OC	1
Holder, pepper spray	1
Radio, police, with shoulder mic	1
Holster, radio	1
Clip, shoulder, radio	1
Flashlight	1
Holster, flashlight	1

Patches, shoulder, all shirts, sweaters, jackets	As required	Pouch, gloves	1
		Carrier, vest, interior, with tails	1
		Carrier, vest, exterior	1
		Mask, protective, CPR, micro-shield	1
		Vest, ballistic, level 2A with full front, side, and back coverage	1

Equipment and basic uniform that is issued to the employee are considered university property. Upon termination of employment, all items issued must be returned no later than their last date of employment. Lost or damaged items at the time of termination must be replaced at the expense of the employee.

**Section 12.2 Body Armor**

Body armor shall be furnished by the Employer and worn at all times under the following conditions: a) while in uniform performing normal job duties and, b) while engaged in the execution of a search warrant. The wearing of body armor is optional when the heat/humidity index reaches 90 degrees Fahrenheit.

**Section 12.3 Other Personal Equipment**

The Employer agrees to repair or replace as necessary the eye glasses, contact lenses, and prescription sun glasses of a Police Officer if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person. The Employer agrees to repair or replace personal watches, spending up to a maximum of \$30, if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person.

**Section 12.4 Squad Car**

If an on-duty Officer feels that an assigned police vehicle or equipment is hazardous and unsafe to operate, the shift supervisor must be notified of the vehicle's or equipment's condition. If the shift supervisor concurs with the Officer's observation, the supervisor may declare the vehicle unfit for use for the remainder of the shift.

All bargaining unit members shall use due and reasonable care in the operation of a squad car and other university vehicles. All members are responsible for immediately reporting any known or discovered defect in vehicle, including the absence of any part of equipment in the vehicle. Further, members are required to immediately report any problems or concerns with department equipment, including all equipment issued to members, to their immediate supervisor. Each bargaining unit member is responsible for the security, inspection, and maintenance of all equipment issued to them.

## ARTICLE XIII GRIEVANCE PROCEDURE

### **Section 13.1 Definition**

A grievance shall be defined as any dispute or difference between the parties with respect to the applications, administration and interpretation of the provision of this Agreement. All grievances shall be filed in accordance with the provision herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be filed within five (5) business days after the occurrence of the event giving rise to the grievance, or within five (5) business days after the date when the union member or the union officer should, using reasonable diligence, have become aware of the event giving rise to the grievance. For purposes of the grievance procedure, business days are considered to be Monday through Friday, exclusive of holidays.

### **Section 13.2 Representation**

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be the sole responsibility of the employee, but in all cases where an employee wishes to have a representative, a representative from Metropolitan Alliance of Police shall be obtained. If a Union representative is chosen from the bargaining unit, the representative will speak for the Union. A Union representative may be involved with or represent the employee(s) at any step within the grievance procedure. Either party may be represented by Legal Counsel in arbitration proceedings.

### **Section 13.3 Time Limitations**

The time limits herein set forth may be extended by mutual agreement of both parties. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance at any stage of the grievance procedure. Failure of the Employer to respond within the time limits expressed in this Article shall afford the grievant or the Union an appeal to the next step of the grievance process within the time frames expressed. Time limits are expressed in business days and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

In order to provide adequate attention to each grievance as submitted, both parties agree to respond/advance one grievance at a time. For example, should two grievances be filed on the same date, the University will have ten (10) days in which to respond to the first, and ten (10) additional days in which to respond to the second or subsequent grievances. Likewise, the Union will have ten (10) days to respond/advance the first grievance, and then ten (10) additional days after doing so to respond/advance to the second or subsequent grievances.

### **Section 13.4 Grievance Procedures**

Grievances shall be processed in the following manner:

Step 1 - Within ten (10) business days after the first occurrence, or within ten (10) working days after the grievant becomes aware, or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The immediate supervisor shall provide a written response within ten (10) working days after such presentation.

Step 2 - If the grievance is not settled at Step 1, and the grievant wishes to appeal the grievance to Step 2, the written grievance and Step 1 response shall be submitted to the Chief of Police or his designee within ten (10) business days after receipt of the Step 1 written response. The Chief of Police or his designee shall meet with the grievant in an attempt to resolve the grievance within ten (10) business days. The Chief of Police or his designee shall issue a written Step 2 response within ten (10) business days following the meeting.

Step 3 - If the grievance is not settled at Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Associate Vice President of Administration and Human Resource Services, or a designated representative at Human Resource Services within ten (10) business days after the Step 2 written response. The Associate Vice President of Administration and Human Resource Services, or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) business days. The Associate Vice President of Administration and Human Resource Services, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) business days following the meeting.

### **Section 13.5 Arbitration**

If the grievance is not settled at Step 3, the Union may present the grievance to the Associate Vice President of Administration and Human Resource Services, or a designated representative, for Arbitration within ten (10) business days after receipt of the Step 3 response.

The Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by a representative of the Employer and the Union alternatively striking names from the panel list. The choice of the first strike shall be determined by the toss of a coin. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the arbitrator. Court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. . Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the

particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power, or 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. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their 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. Past practices may be considered in interpreting an ambiguous provision of this Agreement, but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

## **ARTICLE XIV DISCIPLINE AND DISCHARGE**

### **Section 14.1 Progressive Discipline**

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. The Employer's agreement to use progressive and corrective disciplinary action does not limit in any respect the Employer's ability in any case to impose discipline which is commensurate with the severity of the offense. The Chapter agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules or this Agreement. Disciplinary action or measures include the following:

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

### **Section 14.2 Representation**

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

### **Section 14.3 Notification**

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Chapter within seven (7) calendar days of the disciplinary

action. Such notification shall be in writing and shall reflect the specific nature of the offense.

#### **Section 14.4 Personnel Files**

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes. Personnel files include any official file kept by any Captain, Lieutenants, and Sergeants.

An employee feeling aggrieved over computation of pay may, with the consent of the Director or his designee (such consent will not be unreasonably withheld), be permitted to examine his or her own time sheets and compensating time records. Likewise, a Chapter representative with permission of the employee shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in pay computation.

#### **Section 14.5 Discipline Record**

Upon written request, oral and written reprimands will be removed from an employee's file after two years has elapsed provided no further related reprimands have been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four years has elapsed, provided no further related reprimands have been issued in that timeframe. Counseling statements may be used to document employee conduct, which may be either positive or negative in nature. Counseling statements shall not be considered to be part of the disciplinary record; however, they are considered as documentation of work history. Counseling statements which are negative in nature, upon the employee's request shall be removed from the employee's file after a period of two years.

#### **Section 14.6 Limitations**

Any formal disciplinary action for not more than a twenty-nine (29) calendar day suspension shall be appealed through the grievance procedure contained in this Agreement. Any grievance filed regarding disciplinary actions taken by the Employer shall be initiated at Step 3 of the grievance procedure. Both parties understand that grievances may be submitted regarding oral and written reprimands, but such a grievance is not subject to arbitration.

When the department recommends a disciplinary suspension of thirty (30) calendar days or a termination, the employee may elect to appeal the recommended suspension or termination, either through the State University Civil Service System Statute and Rules as outlined in Section 14.9 of this Article or through the arbitration procedure, but not both. With respect to such thirty (30) calendar day suspension or termination cases, if the employee elects to appeal through the State Universities Civil Service System Statute and Rules, the employee and/or Chapter waive their right to proceed on the matter through the arbitration process. Conversely, if with respect to a thirty (30) calendar day suspension or termination, the employee elects to proceed on the matter through the arbitration process, the employee

and/or Chapter waive their right to proceed on the matter through the State Universities Civil Service System Statute and Rules.

#### **Section 14.7 Inquiries, Investigations, Interrogations**

Informal Inquiries, Formal Investigations, or Interrogations (oral or written) of a Police Officer shall be in accordance with the provisions of Appendix B (Police Officer's Bill of Rights) of this Agreement and also in accordance with the State Universities Civil Service System Statute and Rules. Bargaining Unit members retain their rights pursuant to *Weingarten*. If an employee becomes a suspect or the target of a criminal investigation, such employee shall be orally notified of their constitutional rights prior to any further interview as legally required.

#### **Section 14.8 Probationary Employees**

Pursuant to State Universities Civil Service System Statute and Rules, the Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and dismissal during the probationary period is not subject to grievance and/or arbitration under this Agreement.

#### **Section 14.9 Appeal Process for Suspensions/Discharge**

Prior to imposing discipline involving a suspension of thirty (30) calendar days or a termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, any suspension of thirty (30) calendar days or a termination of the employee may be contested either through the arbitration procedure of this Agreement or through the State University Civil Service Merit Board ("Merit Board"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix A). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the Officer by the Employer, at the time the Officer is formally notified of the Decision to Discipline.

The employee shall have seven (7) calendar days from receipt of the Decision to Discipline to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline.

If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within fourteen (14) calendar days of the issuance of the Decision to Discipline.

If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause. If the arbitration is not approved by the Union within fourteen (14)

calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the State University Civil Service Merit Board in accordance with the State Universities Civil Service System Statute and Rules, as amended.

## **Section 14.10 Drug and Alcohol Policy**

### Section 1 - Statement of Policy

It is the policy of the Northern Illinois University Police Department that the use of illegal drugs and abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. Additionally, such conduct violates the reasonable expectations of the public that Officers will be free of the effects of drugs and alcohol while on duty. The purpose of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

### Section 2 - Prohibitions

Employees shall be prohibited from:

- (a) Consuming, possessing, or being under the influence of alcohol on duty other than in an authorized duty capacity, required in the conduct of an investigation, with prior supervisory authorization;
- (b) **Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, other than in an authorized duty capacity, except with the approval and guidance of a licensed physician;**
- (c) Using any illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee;
- (d) Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

### Section 3 - When Drug and Alcohol Testing is Permitted/Required

Where the University has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the University shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Any Officer who discharges his or her weapon either accidentally or intentionally while on duty (other than for training purposes or for the necessary euthanizing of an animal), is involved in a vehicle accident while operating a department vehicle that results in a fatality, critical injury to a person, or significant property damage, or uses physical force while on duty that results in serious bodily harm or the death of another person, shall

be subject to mandatory drug and alcohol testing as set forth within this Agreement. Such testing shall be conducted at a reasonable and appropriate time and place given the circumstances and as determined by the department. For the purposes of this provision, a critical injury is defined as an injury involving or which potentially could result in death, dismemberment, loss or significant impairment of an organ, loss of sight or hearing, burns over a major part of the body, a significant loss of blood, bone or skull fractures, or any other injury requiring care in a critical or intensive care unit or that could be classified by medical personnel as constituting a critical injury.

Significant property damage is defined as damage to any personal property owned by the University or any corporation, individual or other entity that is assessed by the University to exceed two thousand dollars (\$2,000.00), including repairs and labor costs.

Serious bodily harm is defined as bodily harm that imposes a substantial risk of death or causes extreme physical pain, prolonged loss or impairment of the function of any body part or organ, protracted unconsciousness, permanent disfigurement, or significant internal damage (such as internal bleeding or broken bones).

Expressly subject to applicable/existing law, any instance when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty (also known as an “officer involved shooting”), shall result in mandatory drug and alcohol testing as soon as practicable after the officer involved shooting – but no later than the end of the shift or tour of duty of that officer.

For the purposes of clarity, the parties agree that a person “involved in” an officer involved shooting, pursuant to 50 ILCS 727/1-25, is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm shall be required to submit to drug and alcohol testing. The term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.

#### Section 4 - Order to Submit to Testing

At the time an Officer is ordered to submit to testing authorized by this Agreement, the University shall provide the employee with a written notice of the order, including a brief synopsis of the observations which have formed the basis of the order to test. No questioning or testing of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel provided that this shall occur within 45 minutes of the order being given. Refusal to submit to such testing may subject the employee to discipline, but the employee’s taking of the test shall not be construed as a waiver of any objection or rights that he or she may have.

**Any drug or alcohol test required pursuant to 50 ILCS 727/1-25 shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action.**

## Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the University shall:

- (a) **Use only a clinical laboratory or hospital facility that is licensed pursuant the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA);**
- (b) Use as the initial screening immunoassay (IA) step a rapid semi-quantitative chemical test which uses a specific antibody to react with the drug or metabolite of interest. The confirmation assay used in the drug analysis procedure shall be Gas Chromatography/Mass Spectrometry (GC/MIS), or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer as specified by Section 5, Paragraph (h) of this policy,
- (e) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by (NIDA) of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the University in writing within twenty-four (24) hours of receiving the result of the tests;
- (g) Require that the laboratory or hospital facility report to the University that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing or the results thereof be obtained by the University inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the University will not use such information in any manner or forum adverse to the employee's interest;
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or higher be considered positive and such tests to be performed on an Intoximeter RBT4 or whatever equivalent machine is deemed necessary at the time by clinical laboratory or hospital facility;

- (i) Provide each employee tested with a copy of all information and reports received by the University in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Chief of Police and other University officials on a strict “need to know” basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;
- (j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### Section 6 - Right to Contest

Expressly subject to applicable/existing law, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of the Drug and Alcohol Policy. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

#### Section 7 - Voluntary Requests for Assistance

The University shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the University may require reassignment of the employee with pay if he/she is then unfit for duty in his/her current assignment. The University shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the University through whatever means, shall not be used in any manner adverse to the employee’s interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated benefit time and/or be placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol or is otherwise in violation of this Policy.

## Section 8 - Confidentiality of Test Results

Confirmed positive and negative drug and alcohol tests will be disclosed to the Chief of Police. This information may be disclosed to other University officials on a strict “need to know” basis. In addition, the person tested and/or the designated representative of the Union shall be provided the results of confirmed drug and alcohol tests unless the person tested makes a written request to the Chief of Police that the Union representative not be given the results. Unless required by court order or lawful subpoena and as evidence presented by the University in disciplinary proceedings involving the Officer who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

## Section 9 - Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the University, as provided for in Section 7. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;
- (b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an “after-care” plan;
- (d) The employee agrees to submit to random testing during work hours of work for up to one year;
- (e) The employee agrees to sign the appropriate releases to allow disclosure of employee’s participation in treatment and completion of any prescribed program.

Section 10 - Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including Discharge

The University Police Department shall initiate action to dismiss an employee for:

- (a) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;
- (b) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement; or

- (c) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after the first finding of illegal drug use or improper alcohol use;
- (d) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the University to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could constitute a direct threat to the property or safety of the general public.

## **ARTICLE XV NON-DISCRIMINATION**

### **Section 15.1 General Provisions**

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of employee's race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status as a victim or perceived victim of domestic or sexual violence.

### **Section 15.2 Association Membership**

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

## **ARTICLE XVI EMPLOYEE DEVELOPMENT AND TRAINING**

### **Section 16.1 Training**

The department, within financial and operational considerations, will attempt to provide each bargaining unit employee covered by this Agreement with approximately 40 hours of job-related training each year. It is understood that the department head will determine departmental and individual training needs. It is further understood that in some cases total annual training per Police Officer may be in excess of 40 hours.

The Employer agrees to provide employees attending training, or who are out of town on official business, expense allowances as provided in the University Rules and Regulations relating to such expenses.

### **Section 16.2 Conferences and Seminars**

Police Officers shall be granted reasonable amounts of time with pay to attend job-related meetings, conferences, and seminars with the prior approval of the Chief of Police. The Employer shall pay the costs of attendance fees, overnight travel allowances, and other travel expenses as allowed by University Rules and Regulations.

### **Section 16.3 Firearms' Training**

Firearms' training is to be provided to Police Officers as described in the appropriate general orders of the department. In order to promote such training, ammunition for the standard issued weapon will be provided by the employer in sufficient quantities to accomplish this training. Ammunition for personal weapons will not be provided by the Employer for this purpose.

### **Section 16.4 Training Record**

The Employer agrees to keep a written record in the individual bargaining unit member's departmental file which indicates which schools and seminars this member has attended. Upon request by the member, the member shall be allowed to include in their departmental file any transcripts for college work or degrees obtained.

## **ARTICLE XVII LIMITATIONS**

### **Section 17.1 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.

### **Section 17.2 Section 17.2 Other Expressed Limitations**

This Agreement shall not supersede:

- a) Applicable Federal and State laws as such laws may become amended from time to time;
- b) Rules of federal and State agencies which have the force and effect of law; as such may be amended from time to time;
- c) Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement
- d) Policies, procedures and provisions of employment as established by the Board of Trustees as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

**Section 18.1 Entire Agreement**

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and M.A.P., for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and such practices affected by the Agreement between the Employer and represented employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. This Agreement may only be amended during its term by written mutual agreement of both parties.

**ARTICLE XIX  
TERMINATION**

**Section 19.1 Duration**

This Agreement shall be effective upon ratification and approval of both parties and shall remain in full force and effect until June 30, 2021. It shall continue in effect from year to year thereafter, unless notice of "Request to Renegotiate" is provided in writing by registered or certified mail by either party no earlier than 120 days and no later than 90 days prior to the expiration date of the Agreement. Notices to renegotiate, as required and provided by the Employer, shall be addressed to M.A.P. Chapter #291, in care of the Local Chapter President, at NIU Department of Public Safety. Notices to renegotiate, as required and provide by M.A.P., shall be addressed to Northern Illinois University, Associate Vice President for Administration and Human Resources, Human Resource Services, Northern Illinois University, DeKalb, Illinois 60115-2854. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police, Local 291, hereby agree to extend the current collective bargaining agreement to provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current collective bargaining agreement shall remain in full force and effect while an extension agreement is in effect. .



**APPENDIX A**  
**Election, Waiver and Release for Disciplinary Process**

I. Notice to Employee

I, \_\_\_\_\_, an Officer at Northern Illinois University, and a member of the Metropolitan Alliance of Police, Chapter 291 Northern Illinois University Police Officers (“Chapter”), being proposed for discipline of thirty (30) calendar days or termination by the Northern Illinois University Police Department, have been informed of my options to dispute such discipline in accordance with the collective bargaining agreement between Northern Illinois University and the Metropolitan Alliance of Police, Chapter 291. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the State University Civil Service Merit Board (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand that the Board of Directors of the Metropolitan Alliance of Police (“Union”), not the Chapter, has the final authority on whether or not to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the State Universities Civil Service Act, 110 ILCS 70/1 *et. seq.*

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on \_\_\_\_\_, 20 \_\_\_\_\_, I have fourteen (14) calendar days, exclusive of today, to return this notice to the Chief of Police, or his designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration, then the proposed discipline will be subject to the State University Civil Service Merit Board, pursuant to the procedures of 110 ILCS 70/1 *et. seq.*

Chief of Police or Designee: \_\_\_\_\_

Officer: \_\_\_\_\_

Chapter Representative: \_\_\_\_\_

II. Election

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance arbitration alternative, I acknowledge my understanding that an arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline, I hereby release Northern Illinois University and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the State University Civil Service Merit Board. I understand that I have seven (7) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within fourteen (14) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the State University Civil Service Merit Board.

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the collective bargaining agreement:

Union: \_\_\_\_\_ Date: \_\_\_\_\_

Received by the Chief of Police's Office:

Date: \_\_\_\_\_

**B. State University Civil Service Merit Board**

By selecting an appeal of discipline of thirty (30) calendar days or ~~more~~ or termination before the State University Civil Service Merit Board, I understand that I will have a hearing over such discipline or termination before the State University Civil Service Merit Board in accordance with their rules and the laws of the State of Illinois as provided within the State Universities Civil Service Act, 110 ILCS 70/1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/arbitration procedures of the collective bargaining agreement between Northern Illinois University and the Metropolitan Alliance of Police.

By electing to have a hearing before the State University Civil Service Merit Board over my thirty (30) calendar day suspension or discharge, I hereby release Northern Illinois University and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which

flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the State University Civil Service Merit Board.

**I hereby elect the State University Civil Service Merit Board, and waive my rights to the grievance/arbitration procedures of the collective bargaining agreement between Northern Illinois University and the Metropolitan Alliance of Police. This document will be considered my request for a hearing before the State University Civil Service Merit Board concerning this discipline.**

**APPENDIX B**  
**FOR REFERENCE PURPOSE ONLY**  
**POLICE OFFICER'S BILL OF RIGHTS**

1. Definitions

For the purposes of this Agreement, unless clearly required otherwise, the terms defined in this Section have the following meaning ascribed herein:

- a) "Officer" means a peace officer, as defined by Section 2-13 of the Criminal Code of 1961 as now or hereafter amended, who is employed by Northern Illinois University and classified as a Police Officer.
- b) "Informal Inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- c) "Formal Investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.
- d) "Interrogation" means the questioning, written or oral, of an officer pursuant to the formal investigation procedures of Northern Illinois University Department of Public Safety written directives which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.
- e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

2. Interrogation of Officer

Whenever an officer is subjected to an interrogation within the meaning of this Agreement, the interrogation shall be conducted pursuant to Sections 3 through 11 of this Agreement.

3. Place of Interrogation

The interrogation shall take place at the facility to which the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

4. Disclosures of Information to subject of Interrogation regarding Nature of Investigation and Complaints.

No Officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is initiated, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

5. Time of Interrogation

All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

6. Disclosure to Subject of Interrogation of the Officer in Charge, Interrogators, and Others present

The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

7. Duration of Interrogation Session

Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

8. Abusive and Offensive Language Prohibited at Interrogations

The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

9. Record of Interrogation – Transcript

A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

10. Advise of Rights

No officer shall be interrogated without first being advised in writing that the admissions made during the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of interrogation.

11. Right to Counsel – Presence of representative of Collective Bargaining Unit

The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If the collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigation, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

12. Admission or Confessions Obtained in Violation of Agreement

Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Agreement may not be utilized in any subsequent disciplinary proceeding against the officer.

13. Polygraph or Chemical Tests

In the course of any interrogation, no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such test shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

14. Constitutional and Legal Rights

The rights of officers in disciplinary procedures set forth under this Agreement shall not diminish the rights and privileges of the officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

15. Application of Agreement

This Agreement does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State or local criminal law.

16. Retaliatory Actions Prohibited

No officer shall be discharged, disciplined, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of rights granted by this Agreement.

**MEMORANDUM OF UNDERSTANDING**

In exchange for the mutual promises contained herein, this Memorandum of Understanding is entered into between Northern Illinois University (hereinafter referred to as “Employer” or “NIU”), the Metropolitan Alliance of Police, Northern Illinois Police Officers Patrol Officers, Chapter 291 (hereinafter referred to as the “Union”). By this Memorandum of Understanding the Employer and the Union agree as to the following interpretation of their Collective Bargaining Agreement (hereinafter “Agreement”) and their implementation regarding the wage rates of bargaining unit members for the Agreement effective July 1, 2016 through June 30, 2021.

**Section 19.2 The Employer and the Chapter have entered into an Agreement for the term July 1, 2016 through June 30, 2021 , wherein wages for bargaining unit members will be increased.**

**Section 19.3 This explanatory document is intended to clarify the intent of the parties and to further describe the wages of the members of the bargaining unit and is hereby incorporated into the Agreement.**

**Section 19.4 All references to wages within this Memorandum of Understanding refer to the base hourly rate of pay.**

**Section 19.5 No bargaining unit member shall receive a reduction in pay as a result of the Agreement or this Agreement.**

**Section 19.6 Section 10.1 of the Agreement describes the wage increases for bargaining unit members in multiple components.**

- a) The retroactive wage increases for the bargaining unit members are as follows:

For fiscal years FY2017 and FY2018 (July 1, 2016-June 30, 2017 and July 1, 2017-June 30, 2018) of this Agreement, the University will grant employees who are employed in the collective bargaining unit as of the date that this Agreement is ratified by the University’s Board of Trustees, 3% annual salary increases as of July 1, 2016 and July 1, 2017. These wage increases are retroactive for employees who were employed in the collective bargaining unit during the relevant periods and as of the date that this Agreement is ratified by the University’s Board of Trustees.

- 1. The parties further describe and incorporate into the Agreement this interpretation as it pertains to wages to apply to bargaining unit members from July 1, 2016 – June 30, 2018.
- 2. The wage structure f is further illustrated to assist in the calculation of wage rates

	<b>07/01/15</b>	<b>07/01/16</b>	<b>07/01/17</b>
		<b>3.00%</b>	<b>3.00%</b>

<b>Entry</b>	<b>\$24.46</b>	\$25.19	\$25.95
<b>After 1</b>	<b>\$25.96</b>	\$26.74	\$27.54
<b>After 5</b>	<b>\$27.96</b>	\$28.80	\$29.66
<b>Year 10</b>	<b>\$31.50</b>	\$32.45	\$33.42
<b>Year 12</b>	<b>\$32.11</b>	\$33.07	\$34.07

3. Any bargaining unit member who is employed by NIU PD as of the date this Agreement is ratified by the University’s Board of Trustees shall receive retroactive increases of 3% upon their wages for the period from July 1, 2016 – June 30, 2017.
4. Any bargaining unit member who is employed by NIU PD as of the date this Agreement is ratified by the University’s Board of Trustees shall receive retroactive increases of 3% upon their wages for the period from July 1, 2017 – June 30, 2018.
5. Any bargaining unit member, who is employed by NIU PD as of the date this Agreement is ratified by the University’s Board of Trustees and who reaches an anniversary date before June 30, 2018, shall move step as follows:

After 1 Year of Service Plus .....\$1.50 per hour

After 5 Years of Service Plus .....\$2.00 per hour

After 10 Years of Service .....Plus \$2.50 per hour

6. As an example, Officer A began as an NIU Police Officer on June 1, 2017, with a starting wage of \$24.46. Officer A will receive a retroactive wage of 3% to his rate of pay, effective June 1, 2017 to \$25.19. As a result of step movement, Officer A will receive a retroactive increase of \$1.50 per hour, effective June 1, 2018 to \$26.69.
7. As an example, Officer B began as a police officer on 12/19/2011. As of June 30, 2016, his wage rate was \$25.96. Officer B will receive a 3% retroactive increase to July 1, 2016 to \$26.74. On his anniversary date of 12/19/2016, Officer B had previously received a step increase to the “After 5” step of \$27.96. Officer B will receive a 3% retroactive increase to the \$27.96 rate, effective on 12/19/16 to \$28.80. Officer B will then receive a 3% retroactive increase on July 1, 2017 to \$29.66.

- b) Effective on July 1, 2018, Section 10.1 restructures the wage scale for bargaining unit members as follows:

**Entry                      \$25.90**

**After 1 Yr:        \$27.90**  
**After 3 Yrs:       \$29.90**  
**After 5 Yrs:       \$32.10**  
**After 9 Yrs:       \$35.20**

For fiscal years FY2020 and FY2021 (July 1, 2019-June 30, 2020 and July 1, 2020-June 30, 2021) of this Agreement, the University will grant employees who are employed in the collective bargaining unit, 2% annual salary increases.

For the fiscal years FY2017 through FY2021, employees shall be granted the greater of the wage increases mentioned in this provision or the University-wide wage increases as set forth in Section 10.2, but not both.

1. The wage structure for FY2019, FY2020 and FY2021 is further illustrated to assist in the calculation of wage rates

	<b>07/01/18</b>	<b>07/01/19</b>	<b>07/01/20</b>
	<b>Adjustment</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Entry</b>	<b>\$25.90</b>	\$26.42	\$26.95
<b>After 1</b>	<b>\$27.90</b>	\$28.46	\$29.03
<b>After 3</b>	<b>\$29.90</b>	\$30.50	\$31.11
<b>Year 5</b>	<b>\$32.10</b>	\$32.74	\$33.40
<b>Year 9</b>	<b>\$35.20</b>	\$35.90	\$36.62

2. As an example, Officer A was earning \$26.69 on June 30, 2018 (as described above). Due to the implementation of the FY2019 pay scale, Officer A will receive a wage increase to \$27.90, effective on July 1, 2018. On July 1, 2019, Officer A will receive a 2% wage increase to \$28.46. Officer A will complete 3 years of service on June 1, 2020 and will move step to \$30.50. On July 1, 2020, he will receive a 2% (minimum) wage increase on July 1, 2020 to \$31.11.
3. As an example, Officer B was earning \$29.66 on June 30, 2018. Due to the implementation of the FY2019 pay scale, Officer B will receive a wage increase to \$32.10 on July 1, 2018. On July 1, 2019, Officer B will receive a 2% (minimum) increase to \$32.74. On July 1, 2020, Officer B will receive a 2% (minimum) increase to \$33.40. On December 19, 2020, Officer B will reach his anniversary and move to the "After 9" step and increase to \$36.62.
4. Due to the fact that the FY2019 "entry" rate of \$25.90 is lower than the FY2018 "entry" rate, any employee who is in the entry classification on June 30, 2018 shall remain at their then earning rate of pay and will not receive a reduction in their hourly rate. When

they complete their first year of service, that employee will move to \$27.90 on their first anniversary date.

- c) Section 10.2 of the CBA further addresses the wages of the bargaining unit members as follows:

**Section 10.2 Salary Rates – FY2017 through FY2021**

**For the fiscal years of this Agreement (FY2017, FY2018, FY2019, FY2020, and FY2021, the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an across the board basis. In the event that the University Salary Increment Guidelines provide for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed.**

**For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution for FY2017, FY2018, FY2019, FY2020, and FY2021. For the fiscal years FY2017 through FY2021, employees shall be granted the greater of the wage increases mentioned above in Section 10.1 or the University-wide wage increases as set forth in Section 10.2, but not both.**

1. As an example, if the FY2021 University Wide increase is 2.5%, then the wage rate for Officer A will be \$31.26 instead of \$31.11.
2. As an example, if the FY2021 University Wide increase is 2.5%, then the wage rate for Officer B will be \$36.80 instead of \$36.62.
3. As an example, if the FY2021 University Wide increase is 2.5%, then the entry rate in FY2021 will be \$27.08.
4. As an example, if the FY2021 University Wide increase is 1.5%, then Officer A, Officer B and Officers at the entry rate will receive the 2% wage increase identified in Section 10.1.

**Section 19.7 Any compensation for increases and adjustments shall be made within 90 days of the execution of this Agreement.**

**Section 19.8 Unless otherwise modified by this Memorandum of Understanding, the express written provisions of the Collective Bargaining Agreement shall govern.**

**Section 19.9 Any dispute regarding this Memorandum of Understanding or its application shall be resolved pursuant to the relevant collective bargaining agreement between the disputing parties, to which this Memorandum of Understanding shall be incorporated.**

**Section 19.10 This writing constitutes the entire understanding between the parties and may only be modified in writing executed by both parties.**

**Adopted by the parties on the date written below.**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
MAP Chapter 291 President

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Keith George, MAP President

## **Jurisdiction**

The arbitrator shall retain jurisdiction for ninety (90) days from the date herein to address any issues that may arise in the implementation of this Award.



Dated May 7, 2018

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Carol J. Tidwell, J.D.  
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