



Special Meeting  
of the  
Board of Trustees

*November 18, 2021*

**Special Meeting of the  
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY  
1:30 p.m. – Thursday – November 18, 2021  
Board of Trustees Room  
315 Altgeld Hall**

**AGENDA**

1. Call to Order and Roll Call
2. Verification of Quorum and Appropriate Notification of Public Meeting
3. Meeting Agenda Approval..... *Action*..... i
4. Review and Approval of Minutes of September 23, 2021..... *Action*.....1
5. Chair's Comments/Announcements
6. Public Comment\*
7. President's Report No. 155
  - a. EAB Undergraduate Recruitment Services..... *Action*.....7
  - b. On- and Off-Campus Unarmed Security Patrol..... *Action*.....8
  - c. Bowl Game Participation Expense..... *Action*.....9
  - d. Appointment of Vice President and Director of Athletics and Recreation.... *Action* .....10
  - e. Collective Bargaining Agreement for the Metropolitan Alliance of Police #414 Security Guards..... *Action*.....12
  - f. Collective Bargaining Agreement for the Teamsters Local #330 Transportation Department..... *Action*.....34
  - g. Collective Bargaining Agreement for the International Union of Operation Engineers Local #399 Heating Plant..... *Action*.....51
  - h. Collective Bargaining Agreement for the International Union of Operation Engineers Local #150 Grounds Department..... *Action*.....64
  - i. Real Estate Property Sale – Art Annex..... *Action*.....86
  - j. Academic Year 2021-22 (Fiscal Year 2022) University Goals..... *Action*.....87
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 can be completed [online](#) in advance of the meeting or will be available in the Board Room the day of the meeting. For more information contact Crystal Doyle [ccoppel@niu.edu](mailto:ccoppel@niu.edu).

**Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Crystal Doyle, [ccoppel@niu.edu](mailto:ccoppel@niu.edu) or (815) 753-1273, as soon as possible.**

Minutes of the  
**Board of Trustees of Northern Illinois University**  
**Regular Meeting**  
September 23, 2021

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 9:03 a.m. by Board Chair Eric Wasowicz virtually. This meeting was conducted in person and through videoconferencing communications pursuant to Public Act 101-0640, enacted June 12, 2020, and section 7(e) of the Illinois Open Meetings Act, allowing for virtual board meetings during a disaster declaration relating to public health concerns. The Chair of the Board determined that an in-person meeting was not practical or prudent because of the disaster. As such, trustees attended this meeting by audio and visual conferencing and not by physical presence.

Recording Secretary Crystal Doyle conducted a roll call.

Vice Chair Rita Athas: Present	Trustee Dennis Barsema: Present
Trustee John Butler: Present	Trustee Montel Gayles: Present
Trustee Veronica Herrero: Absent	Trustee Bob Pritchard: Present
Trustee Jacob Sommer: Absent	Board Chair Eric Wasowicz: Present

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Chief of Staff and Board Liaison Matt Streb; Vice President for Administration and Finance and Chief Financial Officer Sarah Chinniah; Interim Vice President for Student Affairs Charlie Fey; Senior Associate Vice President and Chief Human Resources Officer William Hodson; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; ACE Fellow Adrienne King; Vice President for Research and Innovation Partnerships Jerry Blazey; Vice President for Academic Diversity, Equity and Inclusion Vernese Edghill-Walden; Associate Vice President for Information Technology Matt Parks; Dean of the College of Engineering and Engineering Technology Donald Peterson; Vice President for University Advancement Catherine Squires; Director of State Relations Katie Davison; and University Advisory Council (UAC) Representatives Peter Chomentowski, Holly Nicholson, and Karen Whedbee.

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

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

**MEETING AGENDA APPROVAL**

Chair Wasowicz asked for a motion to approve the meeting agenda. Vice Chair Athas so moved, and Trustee Gayles seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Absent	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Absent	Board Chair Eric Wasowicz: Yes

The motion was approved.

*Trustee Jacob Sommer joined the meeting at 9:06 a.m.*

Chair Wasowicz asked for a motion to amend that motion, in order to approve a consent agenda for action items 8.a.1. through 8.a.4. Trustee Gayles so moved, and Vice Chair Athas seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **REVIEW AND APPROVAL OF MINUTES OF AUGUST 26, 2021 AND SEPTEMBER 9, 2021**

Chair Wasowicz asked for a motion to approve the minutes of August 26, 2021. Trustee Pritchard so moved, and Vice Chair Athas seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

Chair Wasowicz asked for a motion to approve the minutes of September 9, 2021. Trustee Gayles so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Absent

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

#### **CHAIR'S COMMENTS/ANNOUNCEMENTS**

Chair Wasowicz welcomed the members of the University Advisory Council who were present and asked if any of the UAC members had any comments.

Chair Wasowicz was happy to say that NIU has been named to the Great Colleges to Work For list. NIU has been given this honor because of the work that is being done in faculty experience, diversity, equity and belonging. NIU has also been honored as a top college for diversity by the Insight into Diversity magazine.

*Trustee Veronica Herrero joined the meeting at 9:09 a.m.*

Chair Wasowicz also mentioned that there is a website called Free League Answers, and NIU's Civil Justice Clinic students have been working on that platform with supervision from College of

Law professors. They have been recognized for their work representing vulnerable residents of Winnebago County.

## **PUBLIC COMMENT**

Chair Wasowicz introduced the public comment portion of the meeting. General Counsel Perry indicated that there were no registered public comments.

## **REPORTS OF THE BOARD COMMITTEES AND BOARD LIAISONS**

Chair Wasowicz reminded everyone that the reports of the Board Committees and the Board Liaisons are information only.

## **PRESIDENT'S REPORT NO. 154**

Chair Wasowicz asked President Freeman to present the President's Report No. 154.

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

President Freeman presented the items that were moved to consent agenda including:

**Agenda Item 8.a.1. Request for New Program in B.S. in Applied Management – Instructional Technology, Training and Evaluation**

**Agenda Item 8.a.2. Telephony Replacement and Upgrade**

**Agenda Item 8.a.3. Wireless Network Expansion and Upgrade**

**Agenda Item 8.a.4. Building Access Control Upgrades**

Chair Wasowicz asked for a motion to approve the consent agenda items. Trustee Barsema so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

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

President Freeman asked whether any Trustees wanted to revisit information items forwarded from the committees.

Trustee Barsema commented on 8.b.1. and wanted to thank the faculty members on the list for their service and all that they have done for NIU.

President Freeman continued to the items directly from the President.

## **ITEMS DIRECTLY FROM THE PRESIDENT**

**Agenda Item 8.c.1. Collective Bargaining Agreement for the International Brotherhood of Electrical Workers Local Union #364**

President Freeman presented agenda item 8.c.1. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.1. Trustee Gayles so moved, and Vice Chair Athas seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

**Agenda Item 8.c.2. Collective Bargaining Agreement for the Metropolitan Alliance of Police #292 Police Sergeant**

President Freeman presented agenda item 8.c.2. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.2. Trustee Herrero so moved, and Trustee Barsema seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

**Agenda Item 8.c.3. Out-Lease with Elan Church (NIU as Lessor)**

President Freeman presented agenda item 8.c.3. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.3. Vice Chair Athas so moved, and Trustee Herrero seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

**Agenda Item 8.c.4. Intergovernmental Agreement and Out-Lease with Illinois Board of Examiners (NIU as Lessor)**

President Freeman presented agenda item 8.c.4. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.4. Trustee Gayles so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

### **Agenda Item 8.c.5. Fiscal Year 2021 Report Tuition and Fee Waivers**

President Freeman presented agenda item 8.c.5.

### **Agenda Item 8.c.6. College of Engineering and Engineering Technology Overview**

President Freeman presented agenda item 8.c.6. Donald R. Peterson, Dean of the College of Engineering and Engineering Technology presented an overview of the College of Engineering and Engineering Technology.

The trustees thanked Dean Peterson for this presentation. The trustees are all very excited with all that the students in the College of Engineering and Engineering Technology are doing. The faculty and staff in the College of Engineering and Engineering Technology are doing wonderful things with the students and community and are very proud to have them members of the Huskie family.

## **CHAIR'S REPORT NO. 99**

Chair Wasowicz presented the Chair's report No. 99.

### **Agenda Item 9.a. Board of Trustees 2022 Meeting Dates Approval**

Chair Wasowicz presented agenda item 9.a. for approval.

Chair Wasowicz asked for a motion to approve item 9.a. Trustee Herrero so moved, and Trustee Barsema seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes

Trustee Dennis Barsema: Yes

Trustee John Butler: Yes

Trustee Montel Gayles: Yes

Trustee Veronica Herrero: Yes

Trustee Bob Pritchard: Yes

Trustee Jacob Sommer: Yes

Board Chair Eric Wasowicz: Yes

The motion was approved.

## **OTHER MATTERS**

Trustee Barsema commented on the 10-day count and the 12% growth in the freeman class this year. Trustee Barsema wanted to congratulate everyone involved who helped make this happen.

Trustee Gayles voiced concerns over what would happen if the campus was the victim of a ransomware attack and wanted to ensure NIU was protecting against such attacks.

## **NEXT MEETING DATE**

Chair Wasowicz announced that the next regularly scheduled meeting of the Board of Trustees will be held December 7, 2021, at 9 a.m.

## **CLOSED SESSION**

Chair Wasowicz stated that the Board needed to go into closed session and would not take up new business following the closed session. He asked for a motion to close the public meeting to conduct closed session to discuss the following subjects as authorized by the Open Meetings Act: 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; real estate matters as generally described under section 2(c)(5) and (6) 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; and closed session minutes matters as generally described under section 2(c)(21) of the open meetings act.

Vice Chair Athas so moved, and Trustee Barsema seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Yes	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Yes	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting closed at 10:38 a.m.

At 1:52 p.m. the Board returned from closed session.

Chair Wasowicz asked Ms. Doyle to conduct a roll call.

Vice Chair Rita Athas: Present	Trustee Dennis Barsema: Present
Trustee John Butler: Absent	Trustee Montel Gayles: Present
Trustee Veronica Herrero: Absent	Trustee Bob Pritchard: Present
Trustee Jacob Sommer: Present	Board Chair Eric Wasowicz: Present

The motion was approved.

## **ADJOURNMENT**

Chair Wasowicz asked for a motion to adjourn the meeting. Trustee Gayles so moved, and Trustee Pritchard seconded.

Chair Wasowicz asked Ms. Doyle to conduct a roll call vote.

Vice Chair Rita Athas: Yes	Trustee Dennis Barsema: Yes
Trustee John Butler: Absent	Trustee Montel Gayles: Yes
Trustee Veronica Herrero: Absent	Trustee Bob Pritchard: Yes
Trustee Jacob Sommer: Yes	Board Chair Eric Wasowicz: Yes

The motion was approved.

The meeting adjourned at 1:53 p.m.

Respectfully submitted,

Crystal Doyle  
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.*

## EAB UNDERGRADUATE RECRUITMENT SERVICES

**Summary:** The Division of Enrollment Management, Marketing & Communications (EMMC) is requesting approval for additional expenditure authority of \$900,000 to support NIU's existing partnership with Education Advisory Board (EAB), a third-party service provider which specializes in student recruitment and marketing communications, which has expanded outreach efforts to prospective students.

**Background:** At the June 14, 2018 meeting, the Board of Trustees approved expenditure authority (not to exceed \$3.75M at approximately \$750,000 per year for five years) for EMMC to seek proposals for a third-party service provider to help achieve NIU's enrollment goals. After a thorough RFP process through the *Illinois Procurement Bulletin*, EAB was awarded the contract, which officially began in October 2018.

Through this partnership with EAB, NIU has exceeded new student enrollment goals by:

- Immediately, and consistently since, seeing a sharp increase in first-year student applications for admission
- Surveying for decision enrollment factors and predictive modeling for admitted first-year students, providing greater efficiency in staff resources and communication efforts
- Improving communication with, and witnessing consistently increasing number of inquiries from, high school sophomores and juniors
- Enhancing data analytics, dashboards, and national/regional/peer benchmarking reports

NIU has added a brand perception study, advanced web analytics and adult learner recruitment to further accomplish enrollment goals.

Due to the increase in services with EAB, NIU will exceed the previously approved expenditure authority of \$3.75M. In order to maintain all of the services within the partnership through the final year of the contract (FY23), it is necessary to request additional expenditure authority of \$900,000 from the Board of Trustees for a new NTE contract total of \$4.65M.

**About Vendor:** EAB is a best-in-class strategic partner who draws on their extensive experience and benchmarking within higher education. With a foundation in research, EAB identifies emerging challenges and proven solutions that are grounded in evidence, including over 1,000 research calls with institutions annually and by leveraging the industry's largest data set. Working with over 2,100 colleges and universities, they assist with uncovering transformative insights in data and analytics, undergraduate enrollment, student success, adult and graduate enrollment, and strategy and operations.

EAB's partnership includes enhanced access to Cappex, a Chicago-based college research and decision platform that helps more than 1.5M students find right-fit colleges each year. In addition, Cappex oversees College Greenlight, the largest web-based platform dedicated to helping first-generation and underrepresented students find their best-fit college and financial support, serving over 750,000 students annually and partnering with more than 1,400 community-based organizations (such as One Goal, College Possible and Chicago Scholars, locally).

**Funding:** Appropriated/Income Funds: Not to exceed \$900,000 in additional expenditure authority.

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval for the request of EAB Undergraduate Recruitment Services.

## ON- AND OFF-CAMPUS UNARMED SECURITY PATROL

**Summary:** The Northern Illinois University Department of Police & Public Safety (NIU PD) is requesting permission to enter into an agreement with Kates Security Services to increase the presence of highly visible, foot-patrol security guards for the NIU campus and in the immediate vicinity where many students live. This unarmed service will work closely with NIU PD to patrol the area and immediately report to NIU PD any issues or incidents.

The initial contract term took effect Monday, October 25, 2021, and continues through December 31, 2021, for \$135,000. With Board approval, the contract will extend to cover the remaining 2021-2022 academic year, concluding May 14, 2022, for \$285,000. Total contractual cost will run \$420,000. Any consideration for renewal beyond May 14, 2022, will be determined at a later time.

**Background:** Request for Proposal (RFP) #NIU09172021 was sent to all Illinois Public Higher Education Cooperative (IPHEC) approved vendors under #IPHEC2132 on Friday, September 17, 2021. Two proposals were received, and Kates Security Services was selected to fulfill the contract based on their services and competitive value.

Since the relaxing of COVID-19-related restrictions on gatherings, and the return of students to the NIU area this fall, the university and the surrounding community has seen an increase in large social activities and events. By increasing the number of security professionals, both on- and off-campus, the university aims to prevent and minimize disruptive and/or criminal behavior.

**Funding:** Institutional - Local funds

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustees approval for the request of On- and Off-Campus Unarmed Security Patrol.

## **BOWL GAME PARTICIPATION EXPENSE**

**Summary:** The university is requesting that the Board of Trustees delegate to the President, or designee, approval for all necessary and proper expenses related to NIU's participation in a post-season bowl game competition, including (but not limited to) the following: the bowl agreement(s), expenses relating to ticketing, tickets, travel/transportation, lodging, rentals, insurance, dining, beverages (non-alcoholic), fees, services, broadcast rights, apparel, commodities, equipment, and supplies. Further, such approval is requested to also authorize the President, or designee, to undertake all business transactions necessary in relation to an anticipated upcoming bowl event, reporting actions taken where required beyond customary authorizations at a subsequent meeting of the Board.

**Background:** For ten of the past thirteen football seasons, the NIU football team has been invited to participate in a post-season bowl game. Through a shared cost model, the Mid-American Conference and respective institutions participating in bowl games account for the costs (amount established each fiscal year).

**Funding:** Institutional – Local Funds, Intercollegiate Athletics

**Recommendation:** The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval for the request of Bowl Game Participation Expense.

## **APPOINTMENT OF VICE PRESIDENT DIRECTOR OF ATHLETICS AND RECREATION**

**Summary:** In 2013, Sean T. Frazier was named associate vice president/Director of Athletics for Northern Illinois University. In this role, he has guided the Huskies to historic milestones competitively, academically, and socially, cemented his status as both a national and community leader on diversity and inclusion and led successful fundraising efforts that have transformed the student-athlete experience at NIU. With the NIU Convocation Center, the Huskie Marching Band, and most recently, NIU Recreation, added to the NIU Athletics family, his influence and forward-thinking leadership extends throughout the campus and community.

The passage of Name, Image and Likeness (NIL) legislation at the state and NCAA levels, the proposed expansion of the College Football Playoff and shifting conference affiliations, added to the significant challenges presented by the COVID-19 pandemic, have seen him take the lead on a local, conference and national level. After COVID-19 shut down college athletics in March 2020, he directed the Huskies through a school year and competition season unlike any other, with a focus on protecting the health of NIU student-athletes while providing them with opportunities to compete. Through the pandemic and despite moving to a completely virtual format, NIU's two premiere fundraising events – Huskies Invest and the Virtual Victor E. Bash – enjoyed record-setting years.

Additionally, his emphasis on academic excellence has extended throughout the department. NIU student-athletes finished the 2020-2021 academic year with a school record cumulative GPA of 3.35, with 15 teams recording a team GPA above 3.0. Every NIU sports program surpassed the Academic Progress Rate (APR) for the 13th straight year, and nearly 90 percent of student-athletes who have entered NIU over the last seven years have earned their degrees according to the latest Graduation Success Rate (GSR) figures. Frazier's commitment to academic excellence extends to his involvement in the classroom. Several times he has volunteered to co-teach a sport management undergraduate course on intercollegiate athletics in the Department of Kinesiology and Physical Education.

On top of the many individual student-athlete successes, the Huskies added two more Mid-American Conference Championship titles this past academic year with victories by both women's cross country and women's indoor track and field. This fall men's soccer won the regular season MAC Championship, which brings the Huskies' MAC title total to eleven under Frazier, the most MAC Championship titles won under the leadership of any athletic administration in NIU history. During his tenure, the Huskies have claimed two honors unprecedented in the school's history. In May 2017, NIU won the Mid-American Conference's Fred Jacoby Trophy, presented to the top women's athletic program in the MAC, for the first time. In 2016, NIU received the NCAA and Minority Opportunities Athletic Association (MOAA) Diversity and Inclusion Award, which recognized and celebrated the initiatives, policies and practices of NIU in embracing diversity and inclusion.

The 2016 MOAA Award is just one example of Frazier's commitment to diversity, equity, and inclusion. In 2014, he was honored with the Distinguished Service Award for his leadership of MOAA. On a national level amidst renewed calls for social justice and diversity in the wake of

the George Floyd tragedy in May 2020, Frazier served as co-chair of the Diversity, Equity, and Inclusion Working Group of the LEAD1 Association. In January 2021, the working group released a white paper which detailed recommendations on how to create more diverse senior leadership among FBS schools. Frazier was also recognized, by Sport Business Journal in March 2021, for his track record of advancing diversity and inclusivity in recruiting, retaining, and promoting women, people of color and members of the LGBTQ+ community.

**Background:** Frazier has experienced all aspects of athletics. He competed at the FBS Division I level as a student-athlete, served as a coach, and an athletic administrator. He has written numerous papers, presented on topics of diversity, leadership and hiring at national meetings and served on many NCAA committees. Prior to his appointment at NIU, he served the University of Wisconsin as a member of its athletic administration's senior staff from 2007-2013. He was promoted to the deputy director of athletics in 2011. He earned a bachelor's degree in communications from the University of Alabama, a master's degree in higher education/educational leadership from the University of Maine. He earned an additional master's degree in educational leadership and policy analysis from the University of Wisconsin-Madison and is pursuing a doctorate in the same discipline from UW-Madison.

**Recommendation:** In recognition of his expanded responsibilities as NIU's Director of Athletics, as well as the addition of oversight of the NIU Band, NIU Recreation, and his impact at local, conference, and national levels, the University recommends reappointment of Sean T. Frazier with a new title of Vice President/Director of Athletics and Recreation, effective November 18, 2021.

## COLLECTIVE BARGAINING AGREEMENT FOR THE METROPOLITAN ALLIANCE OF POLICE #414 SECURITY GUARDS

**Summary:** Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) **Bargaining unit:**

Metropolitan Alliance of Police #414, representing approximately six (6) employees total in the Department of Police and Public Safety. The collective bargaining agreement represents the following classification:

Security Guard

**Scope of Negotiations:** Full agreement

**Tentative Agreement for Board Action:** A successor agreement, effective May 16, 2021 through June 30, 2022.

**Recommendation:** Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
METROPOLITAN ALLIANCE OF POLICE  
CHAPTER 414  
SECURITY GUARDS  
MAY 16, 2021 - JUNE 30, 2022

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Metropolitan Alliance of Police, Chapter 414 (“M.A.P.”). The Employer and M.A.P. 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. M.A.P. will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

This Agreement is made and entered into between the Board of Trustees of Northern Illinois University at the DeKalb Campus, hereinafter referred to as the “Employer”, and the Metropolitan Alliance of Police representing the Northern Illinois University Security Guards in the Department of Public Safety, hereinafter referred to as the “Union”.

## **ARTICLE I: RECOGNITION**

### Section 1.1 Recognition

This Agreement is authorized by the Illinois Educational Labor Relations Act and as verified by the approved certification petition Case No. S-RC-05-061. The Employer subsequently recognizes the M.A.P. as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following classifications in the Department of Public Safety: Security Guard.

### Section 1.2 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 Educational Labor Relations Board.

### Section 1.3 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.

### Section 1.4 Fair Representation

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

### Section 1.5 Gender

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

### Section 1.6 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.

## **ARTICLE II: NON-DISCRIMINATION**

### Section 2.1 General Provisions

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

### Section 2.2 Union Membership

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

## **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 are 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 or 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 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 Union 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 (3) bargaining unit employees) and to attend labor management meetings.

### Section 4.2 Visits from Off-Campus Representatives

Other off-campus authorized representatives of the Union 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 Union notices relating to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, recreational, social and educational programs. All posted notices shall be signed by the President or Vice President of the Union. Notices such as cartoons or position announcements for employment outside the University are not acceptable.

### 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 Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least thirty (30) days in advance and shall be answered in writing no later than fifteen (15) days following receipt of 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 Other Union Activities

As outlined in Sections 4.1 and 4.4 above, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement during an employee's work time.

## **ARTICLE V: LABOR MANAGEMENT CONFERENCE**

The Union 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) Union 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 his designee.

The Chief of Police or his designee shall solely determine their management representatives at these conferences.

## **ARTICLE VI: EMPLOYEE DEVELOPMENT & TRAINING**

### Section 6.1 Training

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 6.2 Conferences and Seminars

Security Guards may be granted 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 6.3 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 VII: PERSONNEL FILE**

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes and in accordance with University policies.

An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee, be permitted to examine his own time sheets and compensating time records. Likewise, a Union representative with written 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.

## **ARTICLE VIII: DISCIPLINE AND DISCHARGE**

### Section 8.1 Progressive Discipline

The Employer subscribes to the tenets of progressive and corrective discipline, and shall only discipline employees for 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. Union agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules. Disciplinary action or measures include the following:

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

### Section 8.2 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 Union at any such interviews or meetings.

### Section 8.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee within ten (10) work days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

### Section 8.4 Discipline Record

Upon written request, oral and written reprimands will be removed from an employee's file after two (2) years have 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 (4) years have elapsed, provided no further related reprimands have been issued in that timeframe. Upon the removal of oral and written reprimands, awards or commendations will also be removed.

### Section 8.5 Limitations

Any formal disciplinary action, except discharge proceedings, taken by the Employer against an employee in accordance with the State Universities Civil Service System Statute and Rules 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. Oral and written reprimands shall not be subject to arbitration.

When the department recommends a disciplinary suspension be issued, the employee may elect to appeal the recommended suspension either through the State University Civil Service System Statute and Rules as outlined in Section 8.7 of this Article or through the grievance procedure. In such suspension cases, if the employee elects to appeal through the procedure outlined in Section 8.7 of this Article, the employee and/or Union waive their right to any further appeal of said disciplinary action through the grievance procedure and/or arbitration process.

Any employee against whom the Employer initiates discharge proceedings shall be afforded the full rights granted by the State Universities Civil Service System Statute and Rules. Consequently, discharge recommendations and procedures are not subject to the contractual grievance procedure and/or arbitration process.

#### Section 8.6 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 8.7 Appeals Process for Suspension/Discharge

Pursuant to State Universities Civil Service System Statute and Rules, any employee formally notified of a recommended suspension or discharge will be granted the following appeal process:

- a) Upon request, the Chief of Police or his designee will conduct a departmental hearing. Advance notice of at least forty-eight (48) hours will be provided to the employee. The hearing will be held at a reasonable hour. The employee will be informed of persons attending the hearing, and will receive copies of pertinent evidence to be presented. The employee shall have a right to representation by Union and/or counsel of their choosing. The employee and/or their representatives shall be provided the opportunity to question persons involved in the hearing, and will be permitted to present testimony, written statements, witnesses, and other pertinent evidence.
- b) After the above hearing, the department shall determine whether to proceed with the recommended suspension or discharge. If the department chooses to proceed with the recommended suspension or discharge, a formal notice of such will be provided to the Senior Associate Vice President and Chief Human Resource Officer with a copy served or mailed to the employee.
- c) The Senior Associate Vice President and Chief Human Resource Officer or a designee, shall conduct a hearing at a mutually agreeable time and date within fifteen (15) work days of the notification provided in "B" above. The employee shall receive all pertinent documents at least five (5) days prior to the hearing. The employee may be represented at the hearing by Union and/or counsel of their choosing.
- d) The Senior Associate Vice President and Chief Human Resource Officer, or a designee, shall issue a final determination on the recommended suspension or discharge. If discharge or suspension recommendations are supported, they shall be implemented in accordance with the State Universities Civil Service System Statute and Rules.

### **ARTICLE IX: NO STRIKE/NO LOCKOUT**

#### Section 9.1 No Strike

No employee covered by this Agreement shall engage in, induce, or encourage a strike, work stoppage, slowdown, or withholding of services. The Union 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 9.2 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 Union or for any reason whatsoever.

### Section 9.3 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 X: GRIEVANCE PROCEDURE**

### Section 10.1 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 provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at Step 3 of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

### Section 10.2 Limitations

If prior to filing a grievance pursuant to this Article, or while a grievance is in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board, Union, and/or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This limitation does not pertain to grievances alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability or veteran's preference.

### Section 10.3 Representation

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. If a representative other than a Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. 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 10.4 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 workdays 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 (1) grievance at a time. For example, should two (2) 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 10.5 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1 - Within ten (10) working 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 Division Commander or his designee. 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 Division Commander or his designee 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) workdays after receipt of the Step 1 written response. The department head shall meet with the grievant in an attempt to resolve the grievance within ten (10) workdays. The department head shall issue a written Step 2 response within ten (10) workdays 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 Senior Associate Vice President and Chief Human Resource Officer, or a designated representative at Human Resource Services within ten (10) workdays after the Step 2 written response. The Senior Associate Vice President and Chief Human Resource Officer, or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) workdays. The Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) workdays following the meeting.

### Section 10.6 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, for Arbitration within ten (10) workdays 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. Board of Trustees Regulations and Bylaws, Departmental Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. 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 XI: SENIORITY**

### Section 11.1 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, if applicable. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer.

### Section 11.2 Seniority Lists

A seniority list shall be provided to the Union prior to each bid meeting if applicable, and/or annually usually by July 1, and posted by the Employer on the Union bulletin board. This list shall be revised for additional job bidding if applicable.

### Section 11.3 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 the standard seven and one-half (7.5) hours regular pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits. Both parties acknowledge that these reductions will be solely determined by the department based on workforce 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 Security Guards, on that shift, based on date of hire seniority in the classification.

#### Section 11.4 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 Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, and the local representative of the Union stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

### **ARTICLE XII: HOURS OF WORK, OVERTIME, AND ADDITIONAL PAY**

#### Section 12.1 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 or work per day or per week.

#### Section 12.2 Hours of Work/Work Schedule

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 seven and one-half (7.5) hour period of time from 7:00 a.m. up to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted an unpaid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. Employees must have supervisory approval to work through their meal period. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four (4) hour period of work. Employees approved by their supervisor to work through the unpaid meal period shall be paid thirty (30) minutes of straight time. Working through a meal period shall not be used to accrue hours toward overtime.

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

In the event the department establishes more than one (1) shift schedule, a bid process will be implemented in accordance with the following:

Employees shall bid annually to a shift, based on seniority within the Security Guard classification. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts. Bid meetings will be held at least thirty (30) days prior to the change of shift in July.

The Employer shall notify the Union upon the commencement of the bid process of available bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Division Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids. Probationary employees may be assigned to any shift.

#### Section 12.3 Overtime Pay

Pursuant to the Fair Labor Standards Act overtime requirements, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of seven and one-half (7.5) hours

in any work day or thirty-seven and one-half (37.5) hours in any work week as defined by the employer when the hours precede or follow a regular work day. Meal periods shall not be counted in the calculation of overtime. Paid benefit time will not count as hours worked in the calculation of overtime pay.

In certain instances, based on operational needs, extra assignments shall be made by inverse seniority in the classification when there are an insufficient number of volunteers for extra assignments. The Employer reserves the right to assign more senior Security Guards 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.

It is the responsibility of the employee to notify the Chief of Police or his designee of any undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Chief of Police or his designee 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 12.4 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 12.5 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 fifty (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 within fifty (50) miles of home or the department of Public Safety, whichever is closer.

#### Section 12.6 Court Time

Employees will be paid 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 12.7 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 one hundred twenty (120) hours of compensatory time off.

#### Section 12.8 Required Meetings/Exams

All required departmental meetings, physical or mental examinations, and conferences, which occur outside of an employee'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 his or her own vehicle. This provision does not apply to routine return-to-work physicals.

### **ARTICLE XIII: BENEFITS**

#### Section 13.1 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 13.2 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 NIU Board of Trustees (BOT) and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by BOT and University policies. In the event of any change in BOT or University Policies concerning such benefits, the Union's local representative 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 13.3 Holidays

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for the holidays listed below. Holiday pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Observed Monday
Independence Day	July 4 <sup>th</sup>
Labor Day	Observed Monday
Thanksgiving Day	Observed Thursday
Christmas Day	December 25 <sup>th</sup>
Five (5) Floating Holidays	As determined by the University

Holidays shall be observed on the same day that the University observes the holiday. Floating holidays shall be determined by the University, but may only be observed on days that the University is observing a holiday. If an employee covered by this Agreement is required or scheduled to work on any of the designated holidays, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines, for all hours actually worked in addition to the seven and one-half (7.5) hours of regular pay for the holiday.

#### Section 13.4 Administrative Closure

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for any Administrative Closure Day designated by the Employer. This pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

When an employee covered by this Agreement is required or scheduled to work on any of the designated Administrative Closure days, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines for all hours worked, in addition to the seven and one-half (7.5) hours of regular pay for the Administrative Closure Day.

#### Section 13.5 Other Scheduled University Closures

Any other designated University Closure Day, in which an employee is required to either use personal leave benefits to be paid or to take a deduction day with no pay, the Employer agrees to treat this University Closure day as a regular work day in the administration of this Agreement.

#### Section 13.6 Vacation

Vacation accrual, accumulation and use shall be defined by Civil Service Rules and Regulations and University Policy and Procedures.

The employer shall make every effort to approve vacations as requested by the employee in a timely manner. In case more requests are received than can be approved for a particular period, the employer shall approve requests in order of receipt, or by seniority where requests are received on the same date. Once approved, vacation request shall not be rescinded by the employer except in an emergency.

### **ARTICLE XIV: DUES DEDUCTION**

#### Section 14.1 Dues Deduction

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 14.2 Dues Remittance

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

#### Section 14.3 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization.

#### Section 14.4 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 14.5 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 14.6 Notification of Change in Union Dues

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

#### Section 14.7 Limitations

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

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

#### Section 14.8 Indemnification/Union Responsibility

The Metropolitan Alliance of Police (MAP) 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 such provisions, provided that the Employer does not initiate or prosecute such action.

### **ARTICLE XV: WAGES**

#### Section 15.1 Hourly Rates

Agrees to pay employees represented by this Agreement according to the following pay schedule: [The wages schedule below is not to be applied retroactively]

<u>Service Years</u>	<u>Wage Rate</u>
Start	\$15.00
Four (4) Years	\$18.00

Bargaining unit members will forgo eligibility for campus wide increases over the duration of this agreement.

There is a separate agreement that addresses compensation specifically for members that were already paid above the proposed rates at the time of the ratification of this agreement.

### Section 15.2 Hourly Rate Adjustments

[The parties agree that the language in this section, 15.2, will not apply to members during the course of this agreement. This language is to serve as a place holder for the subsequent contract following the expiration of this short-term agreement.] For each of the fiscal years of this Agreement the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to other 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 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 employees shall be the only increase granted for distribution for the fiscal years of this agreement. Increases granted as a result of the general salary increment will be applied to the wage rates specified in Section 15.1

Security Guards with a wage rate beyond the 5-year rate as of July 1, 2005 shall be eligible for the same percentage authorized by the University for all hourly Civil Service employees through the published Fiscal Year increment guideline, as adopted by the NIU Board of Trustees.

These increases shall be effective July 1 of each subsequent fiscal year.

### Section 15.3 Advancement

Employees will move up to the next step in the salary plan after serving the required number of years in the classification. Salary increments will be effective at the end of the pay period in which the employee's anniversary date falls. (i.e. Employees start date = July 9, then his salary increment will be effective July 15; Employee start date = July 22, then his salary increment will be effective July 31).

### Section 15.4 Educational Incentive

An educational incentive shall be paid to employees in the Security Guard 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 1 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.

Guards 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 Guard classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

\$600	Associates Degree
\$1200	Bachelor's Degree
\$1800	Post Graduate Degree

Employees eligible for these yearly educational stipends shall make application to the Chief of Police prior to November 1 of each fiscal year. Upon approval by the University, payment shall be made in one lump sum no later than the first pay period in December. Payments shall not be cumulative in effect and will not be added to the hourly rate of pay for purposes of calculating any other economic benefit.

## **ARTICLE XVI: UNIFORM AND EQUIPMENT PROVISION**

### Section 16.1 Uniform and Equipment

The Employer will furnish, launder, clean, maintain and replace the uniforms of Security Guards as required. The basic uniform and equipment will consist of:

Radio	Pants - No Stripe (4)
Radio Epaulette	Short Sleeve Shirts (3)
Radio Earpiece	Long Sleeve Shirts (3)
ID Card	Neckties (2)
Keys As Required	Baseball Cap
Operations Manual	Skull Cap
Laundry Bags (2)	Jacket
Hat Badge Silver Color	Parka
Chest Badges (2) Silver Color	Sweater
Name Bar Silver Color (2)	Raincoat
NIUPD Insignia Silver Color (2)	Glove Pouch
Flashlight Holder	Key Holder
Hat Rain Cover	

Shoulder patches on all shirts, jackets, vests, and sweaters.

A plain smooth collar, navy blue turtleneck or dickey will be optional equipment that the security guard may purchase at their own expense.

### Section 16.2 Other Personal Equipment

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

## **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

### Section 17.1 Subcontracting

The employer may hire temporary employees and/or external services to assist with shortages in staffing to assist in the workloads of classifications covered in this agreement. No subcontracting may be done during any furloughs. Subcontracting shall not cause layoffs, reduce the size of the bargaining unit or reduce any work hours for bargaining unit employees.

### Section 17.2 Time Clocks

The Employer reserves the right to mandate the use of time clocks, or similar mechanism, as a method of recording attendance. The employee is required to clock in and clock out each time they are away from the work area. The employee understands that they will not be compensated for time clocked in earlier or later than scheduled, unless approved in advance by the Chief of Police, or designee. Employees are prohibited from clocking out for another employee.

### Section 17.3 Driver's License Requirement

Bargaining unit members are required to have and maintain a class D driver's license issued by the state of Illinois. Suspensions and convictions which occur on or off schedule, must be reported to the Chief of Police, or designee, no later than the next scheduled work day.

### Section 17.4 Drug and Alcohol Testing

Any employee, suspected to be under the influence of alcohol or illegal drugs while on duty, shall be subject to an investigation. The refusal by any employee to cooperate with such investigation, including completion of drug and/or alcohol testing by Police or certified health professional, will be subjected to disciplinary action, up to and including discharge.

### Section 17.5 Outside Employment

Employment outside of the department requires the written approval of the Chief of Police or designee. Such approval will not be unreasonably denied.

### Section 17.6 Furlough Days

If a University-wide mandatory furlough plan is applied, an employee may be scheduled to take an unpaid leave of absence from work of the same duration as other employees. During such furlough days, the employee is unable to use or accrue paid benefits. The employer agrees to provide employees with a minimum thirty (30) calendar day written notice of such action.

### Section 17.7 Parking Permits

All parties acknowledge that the annual cost of permits, for personal vehicles, are determined by the Employer.

### Section 17.8 Surveillance Testing

Bargaining unit members agree to comply with surveillance testing provided by the employer when the tests are administered during the member's regularly scheduled work shift. Members will not experience a loss of pay during the administration of the test.

## **ARTICLE XVIII: LIMITATIONS**

### Section 18.1 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 18.2 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 XIX: ENTIRE AGREEMENT**

### Section 19.1 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 the Union, 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 XX: TERMINATION**

### Section 20.1 Duration

This Agreement shall be effective May 16, 2021 and shall remain in full force and effective until June 30, 2022. 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 one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement. Notices to Renegotiate, as required and provided by the Employer, shall be addressed to the M.A.P. Chapter #414, in care of the Chapter President, at NIU Department of

Public Safety. Notices to Renegotiate, as required and provided by the Union, shall be addressed to Northern Illinois University, Director of Labor Relations and Human Resource Services, 1515 W. Lincoln Highway, in 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.

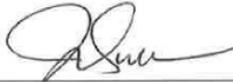
Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police (MAP), Chapter #414, hereby agree to extend the current collective bargaining agreement to provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current collective bargaining agreement shall remain in full force and effect while an Extension Agreement is in effect, with any wage increases or modifications of language subject to the final negotiated agreement.

In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Educational Labor Relations Act shall be followed.

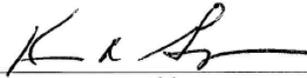
**ARTICLE XXI ACCEPTANCE BY THE PARTIES**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF POLICE  
NIU Security Chapter #414



John Quillman, President  
M.A.P. Chapter #414



Keith George, President  
Metropolitan Alliance of Police

NORTHERN ILLINOIS UNIVERSITY  
Dekalb Campus

William R. Hodson Digitally signed by William R. Hodson  
Date: 2021.11.03 10:18:54 -05'00'

William Hodson  
Senior Associate Vice President and  
Chief Human Resources Officer



Jesse Perez, EdD.  
Director, Employee and Labor Relations  
Chief Negotiator

## COLLECTIVE BARGAINING AGREEMENT FOR THE TEAMSTERS LOCAL #330 TRANSPORTATION DEPARTMENT

**Summary:** Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) **Bargaining unit:**

Teamsters Local 330, representing approximately four (4) employees total in Transportation Services. The collective bargaining agreement represents the following classifications:

Automotive Technician  
Motor Vehicle Operator/Mechanic

**Scope of Negotiations:** Full agreement

**Tentative Agreement for Board Action:** A successor three-year agreement, effective July 1, 2021 through June 30, 2024.

**Recommendation:** Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
TEAMSTERS LOCAL 330  
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
TRANSPORTATION DEPARTMENT  
JULY 1, 2021 - JUNE 30, 2024

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union 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 Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

## **AGREEMENT**

This Agreement is made and entered into between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter called the "Employer," and TEAMSTERS Local Union No. 330, hereinafter called the "UNION."

## **ARTICLE I: RECOGNITION, MEMBERSHIP**

### **Section 1.1**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following position classifications:

Automotive Technician  
Motor Vehicle Operator/Mechanic

### **Section 1.2**

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

### **Section 1.3**

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

### **Section 1.4**

This agreement is authorized by the Illinois Educational Labor Relations Act (IL. Rev. Stat., Ch. 48, Par. 1701 et seq.)

## **ARTICLE II: NON-DISCRIMINATION**

### **Section 2.1**

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

### **Section 2.2**

The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Transportation Service Manager or designee.

### Section 2.3

The Employer will not discriminate against any member, steward, or officer of the Union including those who are participating in negotiations, adjustment of grievances or the performance of committee work which is in the interest of the Union and its members.

## **ARTICLE III: MANAGEMENT RIGHTS**

### Section 3.1

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

- a) determine the overall budget of the Employer;
- b) determine control and exercise discretion over the organization and efficiency of operations including cost savings measures;
- c) direct the employees, including the right to assign work;
- d) hire, examine, evaluate, promote, train and schedule employees in positions with the Employer;
- e) suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- f) increase, reduce, change, modify or alter the composition and size of the workforce with proper notification to the local union;
- g) set standards for services to the public (standard is not limited to attendance, performance, conduct, dress code, and customer service standards);
- h) change or eliminate existing methods, equipment or facilities;
- i) determine the purpose of each of its service areas;
- j) 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;
- k) Require training and/or course work related to duties within classification and/or job description including performance, conduct, and University policies;
- l) Require a valid driver's license based on the classification, including ongoing maintenance of such license, related to the scope of employment as a condition of continued employment.
- m) Counsel employees on areas that need improvement, such as letter of expectations, counseling statements, and/or performance improvement plans.

### Section 3.2

Employee personnel files will be handled in accordance with campus wide university policies and procedures. Verbal and written warnings will be removed from consideration for progressive discipline after 12 months has passed and no other corrective action has occurred. Employees may review their official personnel file by appointment with Human Resource Services.

### Section 3.3

The Employer agrees to supply each bargaining unit employee with a University email address. The Employer may elect to communicate with employees by email. Bargaining unit employees

are expected to check their email daily, during scheduled work hours, and are responsible for such communications.

## **ARTICLE IV: UNION SECURITY/CHECK OFF**

### Section 4.1

When a new employee is hired, the Employer shall notify the Union at least five (5) working days prior to such employment, providing all relevant information in compliance with the Illinois Public Labor Relations Act, as amended, for the duration of the collective bargaining agreement. When a new employee is hired, the Employer shall contact the Union so that the Union may provide a Union Membership application/check off authorization form to such employee with instructions to fill out the application form and return it. Where laws require written authorization by the employee, same is to be furnished to the Employer on the required form.

### Section 4.2

The Employer shall not discourage employees from becoming Union Members or authorizing dues deductions and shall not otherwise interfere with the relationship between employees and their exclusive bargaining unit representative. The Employer shall refer all inquiries about Union membership to the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union. The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union.

### Section 4.3

The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions 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.

### Section 4.4

The amount of the above employee deductions shall be remitted to Teamsters Local 330 after the deduction is made by the Employer with a listing of each employee, social security number, and the individual employee deduction(s).

### Section 4.5

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

### Section 4.6

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

## **ARTICLE V: ECONOMIC LOSS**

### Section 5.1

Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement and shall be paid all increases in wages negotiated herein.

## **ARTICLE VI: DRUG TESTING**

### Section 6.1

The University will comply with Federal regulations on Drug and Alcohol Testing. (49 CFR Sec. 382.101, et seq.)

### Section 6.2

The University will pay for any mandatory pre-employment, random, post-accident, and reasonable suspicion alcohol and drug testing, per the University's CDL Alcohol & Drug Testing Policy.

### Section 6.3

The University will pay for any DOT Medical Certification(s) that may be required whether mandated through the university or state/federal laws. On a case-by-case basis, Management will determine if noncompliance will deem employee ineligible for employment or eligibility for light duty. Employees deemed noncompliant with DOT Medical Certification and approved for Workers Compensation by Employer due to work related injuries will not be determined ineligible for employment before rehabilitation opportunities have been determined, provided, and exhausted. Employer's Workers Compensation Policy will govern employment eligibility. This paragraph does not apply to probationary employees.

## **ARTICLE VII: BULLETIN BOARDS**

### Section 7.1

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

## **ARTICLE VIII: UNION ACTIVITY**

### Section 8.1

Authorized representatives of the Union shall have access to the University's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement. The Union agrees not to unreasonably delay employees during working hours and provide twenty-four (24) hour notice prior to meeting with membership to the Transportation Service Manager, or designee. Management will allow the Union to make brief visits with notice less than twenty-four (24) hours for dispensation of information needed by the members (i.e. Dues receipts, calendars, applications, etc.).

## **ARTICLE IX: NO STRIKE/NO LOCKOUT**

### Section 9.1

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

### Section 9.2

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

## **ARTICLE X: SUBCONTRACTING**

### Section 10.1

Bus trips may be contracted out when use of university vehicles is not appropriate as determined by the Transportation Service Manager, or designee.

### Section 10.2

The Transportation Manager, or other qualified university personnel (as determined by the management), shall be able to perform driving duties when all Motor Vehicle Operator/Mechanics are already working or are unavailable for duty. Management or other qualified personnel may perform driving duties when a written request is submitted by university administration.

### Section 10.3

Towing of vehicles, maintenance, and/or repairs may be subcontracted when the university does not have the equipment necessary to properly perform such service. The Garage Foreman will determine if the university possesses such equipment and if/when the service can be provided.

### Section 10.4

Maintenance or repairs may be subcontracted when Transportation Department personnel do not possess the knowledge and expertise necessary to properly perform said maintenance or repair. The Garage Foreman will determine if Transportation Department personnel possess said knowledge and expertise. Such work shall be performed by bargaining unit employees if such knowledge and expertise exist.

### Section 10.5

Employer may hire temporary employees (extra help and/or students) with the same required qualification, to assist with workload or classifications covered in this agreement. Such employment will be in accordance with State University Civil Service policies and procedures and will not displace a bargaining unit member. These employees will be paid at a rate in accordance with Article 14 of this agreement.

## **ARTICLE XI: SCHEDULING**

### Section 11.1

The University shall make every reasonable attempt to give employees eight (8) hours off between work assignments. If an employee is required to work with less than eight (8) hours rest, the University agrees to pay time and one half for all hours short of the required eight (8) hours.

### Section 11.2

Schedules will be prepared each Monday for a period through the next fourteen (14) days. This schedule will be subject to change due to additional requests, cancelled requests, time changes,

illness, or employees requesting not to work. Employees requesting not to work once the schedule has been issued will be charged with overtime as appropriate.

### Section 11.3

Vacation requests will be granted by seniority when the request is made before two (2) months prior to the first day of the month of the requested vacation.

For vacation during January, request must be by November 1

February,	December 1
March,	January 1
April,	February 1
May,	March 1
June,	April 1
July,	May 1
August,	June 1
September,	July 1
October,	August 1
November,	September 1
December	October 1

Vacation requests made after the deadline will be reviewed and considered on a first come first service basis subject to operational needs as determined by the Employer.

## **ARTICLE XII: SENIORITY**

### Section 12.1

Seniority for purposes of this agreement shall be as defined in the "State Universities Civil Service System Statute and Rules."

## **ARTICLE XIII: GRIEVANCE/ARBITRATION/DISCIPLINE**

### Section 13.1

A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at step three (3) of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday. To promote a speedy resolution at the lowest level possible, the Employee agrees to first discuss the workplace issue with the unit supervisor to address the matter prior to filing a grievance.

### Section 13.2

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. An employee representative, other than an attorney, may be involved with the employee at any step within the grievance procedure.

### Section 13.3

The time limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Manager, Labor Relations. If at any step within the grievance procedure the Employer fails to respond within the time limits herein set forth, the grievant may appeal the grievance to the next step within five (5) working days.

### Grievance Procedures

#### Section 13.4

Step 1: Within seven (7) calendar days after the first occurrence, or within seven (7) calendar days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievant shall present the grievance, in writing, by email, to the Transportation Service Manager. The immediate supervisor shall provide a written response within seven (7) calendar days after such presentation (provided that university offices are open and shall be based on university operating calendar).

#### Section 13.5

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and the Transportation Service Manager. 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 written grievance shall be submitted to the department head either in person or via email within seven (7) calendar days of the Transportation Service Manager's written response. The Director of Campus Services shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The Director's response shall be reduced to writing within seven (7) calendar days following the meeting (provided that university offices are open. This shall be based on the university operating calendar).

#### Section 13.6

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted within ten (10) workdays to the Director of Labor Relations, or designee, who will schedule a meeting with the grievant, management, and the Union representative at a time mutually agreeable to the parties. The Director of Labor Relations, or designee, shall issue a written response to the grievance within fifteen (15) calendar days of the meeting, unless the time frame is extended by mutual agreement.

### Arbitration

#### Section 13.7

If the grievance is not settled at Step 3 the Local Union Executive Board may present the grievance to the Vice President for Administration and Finance, or designee, for arbitration within ten (10) workdays after receipt of the Vice President for Administration and Finance, or designee Step 3 response.

#### Section 13.8

The arbitration panel shall be composed of one (1) representative appointed by the Vice President for Administration and Finance, or designee, one representative appointed by the Union and a third member chosen by two (2) from a list provided by the Federal Mediation Conciliation Service. The member chosen by the two (2) representatives shall serve as Chairman of the panel. A decision approved by any two (2) members of the panel shall be binding on the parties. The cost of services of the Chairman of the panel, court reporter, transcripts and all other costs incurred by the panel,

except compensation of the two (2) original appointees, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

### Section 13.9

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current University Civil Service Statutes and Rules, matters relating 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 to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. 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 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 to the facts of this Agreement to 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.

### Discipline

#### Section 13.10

The Employer subscribes to the tenets of progressive and corrective discipline and shall be imposed for just cause. Discipline shall be commensurate with the offense and is subject to the grievance procedure. Progressive corrective action for like or similar incidents include:

- a) Verbal Warning (documented)
- b) Written Reprimand
- c) Suspension without pay
- d) Discharge

For serious offenses, the department may elect to skip one or more steps of discipline.

Three categories of discipline shall be defined, but not limited to:

- 1) Attendance
- 2) Work Performance
- 3) Conduct

## **ARTICLE XIV: WAGES**

### Section 14.1

The parties agree to the following new hire rates for the period of July 1, 2021 through June 30, 2024:

#### **NEW HIRE RATES**

\$20.40	Auto Tech
\$18.45	Motor Vehicle Operator Mechanic

*New hires shall be afforded campus wide increases as all other employees under Article XIV, Section 14.3 below.*

#### Section 14.2

Any employee, whose regular work schedule makes him/her eligible for payment of a shift differential during 60% or more of their hours in pay status, shall be paid that shift differential for all hours in pay status.

#### Section 14.3

For each of the following fiscal years of this Agreement: FY23 (7/01/2022 through 6/30/2023), FY24 (7/01/2023 through 6/30/2024), 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 via the state appropriate process. These increases will be distributed on an across-the-board basis to eligible employees in the bargaining unit. 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 aside from the \$2.50 hourly increase stipulated the Memorandum of Understanding.

Campus wide increases will apply to individuals employed during time of distribution.

### **ARTICLE XV: OVERTIME PREMIUMS**

#### Section 15.1

Time and one half for all hours worked over seven and one-half (7.5) in a workday.

#### Section 15.2

Time and one half for all hours in pay status over thirty-seven and one-half (37.5) in the workweek.

#### Section 15.3

Overtime for Motor Vehicle Operator Mechanics and Automotive Technicians shall be equalized separately by classifications, CDL and no CDL for technicians, time and one half and double time by year's end as much as practicable on a rotating basis (August 16<sup>th</sup> – August 15<sup>th</sup> annually). If overtime refused, employee will be charged the amount of hours of overtime being turned down. An employee when called in for or notified of overtime assignments must respond to the call/notification within thirty (30) minutes, otherwise they will be charged with refusal of overtime. Management will not wait thirty (30) minutes to contact the next employee on the list since matters can be of emergent nature. If all employees refuse the overtime, such assignment will be made on an inverse seniority basis. For Automotive Technicians, overtime accrued in a driving capacity will be equalized and maintained separately from general overtime.

#### Section 15.4

Employees will not be charged for overtime when employee is on approved vacation, personal or illness leave, except when the request for leave is made after schedules are assigned.

### Section 15.5a

In the case of scheduled weekend trips, an employee will receive pay for a minimum of four (4) hours. The employee must complete all tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive a minimum of four (4) hours pay for any scheduled weekend trip that is cancelled less than forty-eight (48) hours prior to the scheduled departure provided that the employee reports to and remains on duty for the four (4) hours.

### Section 15.5b

An employee will receive a minimum of four (4) hours pay for work assigned on a regularly scheduled day off. The employee must complete tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive the minimum of four (4) hours pay for any work assigned that is cancelled less than forty-eight (48) hours prior to the work assigned pursuant to this paragraph provided that the employee reports to and remains on duty for four (4) hours.

### Section 15.6

Double time for all hours worked on the Sunday. For Motor Vehicle Operator/Mechanics, all the Sunday hours (12:00 a.m. through 11:59 p.m. CST) shall be paid double time.

### Section 15.7

Retirement is governed by the State University Retirement System. There is no loss of current retirement benefits as a result of collective bargaining.

## **ARTICLE XVI: GUARANTEES/CALL BACK**

### Section 16.1

An employee who is called back to work after completing a regular day's work shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the regular rate of pay. An employee called back on a scheduled day off shall receive a minimum of four (4) hours pay at the appropriate rate of pay.

## **ARTICLE XVII: MEAL PERIOD**

### Section 17.1

Lunch period will be scheduled by the Employer between the fourth and fifth hour of work and is subject to daily operational needs.

### Section 17.2

Upon ratification of this agreement by the members, bargaining unit members may have a one-time selection of their preference for either a 30-minute or 60-minute meal period (unpaid). The selection is to be submitted in writing and is effective the first day of the pay period following the NIU Board of Trustees approval of this agreement. The Employer will provide a written notice of the deadline for members to select their meal period. If a member does not comply with the deadline, the member will waive their right to select and the Employer will determine the duration of the meal period. The selection will remain in place for the duration of this agreement. Both parties recognize that the Employer may schedule the meal period, subject to operational needs. The meal period may not be used to start the day late or leave earlier than scheduled and may not be used in conjunction with any paid breaks.

### Section 17.3

Meals will be paid under regulations mandated by state and university policies.

## **ARTICLE XVIII: MECHANIC TOOL ALLOWANCE / TRAINING**

### Section 18.1

University shall furnish, upgrade, and replace necessary tools. All tools will be kept in good working order. Condition, upgrading, and necessity of tools will be determined by the Employer, with input from the Motor Vehicle Operator/Mechanics and Automotive Technicians.

### Section 18.2

As determined by the Employer, the University will provide training and education of Motor Vehicle Operator/Mechanic and Automotive Technicians as required and approved by the Employer associated with the upkeep and maintenance of the fleet at no cost to the employee. All employees shall be paid at the straight time rate of pay for such.

### Section 18.3

The parties recognize the importance of enhancing safety, increasing efficiency, and improving the quality of services provided to the customer. So that drivers may have appropriate directions related to bus routes, the Employer shall equip vehicles with portable GPS devices, appropriate for the vehicle, and will maintain such device in working conditions. The parties recognize and agree that the implementation and use of the GPS shall be for the purposes of safety, efficiency, and improving services. The Employer shall provide the Union with at least (30) days advance notice prior to implementing any other new technological advances or equipment so that the Union has an opportunity to request bargaining over the effects of any new changes.

## **ARTICLE XIX: UNIFORMS**

### Section 19.1

The University will supply eleven (11) uniforms year-round.

### Section 19.2

Two (2) winter jackets (size extra-large), will be provided/available in the shop for use by the Automotive Technicians.

### Section 19.3

Employees agree to wear uniforms issued by employer when performing work duties, while in shop, or as appropriate as determined by Management. Employees performing driving duties must wear clean and appropriate clothing as determined by the Employer.

### Section 19.4

ID cards will be replaced at no cost if it becomes worn out (old ID must be turned in). Cost of replacing lost ID cards will be the responsibility of employee.

## **ARTICLE XX: BENEFITS**

### Section 20.1

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

### Section 20.2

In accordance with university policy, employees required to work on Board or University designated holidays or administrative closure days, including weather closure days, will receive the regular rate of pay for the holiday or administrative closure day (7.5 hours). Additionally, the employees will receive one and one-half (1.5) times the regular rate of pay for all hours worked. Employees' regular working schedules will determine holiday employment.

## **ARTICLE XXI: STARTING TIMES**

### Section 21.1

Starting times for Automotive Technicians and Motor Vehicle Operator/Mechanics shall be based on operational needs, as determined by the Employer. Motor Vehicle Operator Mechanics reporting time may be based on thirty (30) minutes prior to scheduled departure times. Starting times are subject to change due to operational needs. A fifteen (15) calendar day notice will be given to the bargaining unit members prior to starting time changes.

### Section 21.2

The regular work schedule for all Motor Vehicle Operator/Mechanics hired prior to July 1, 2010 shall be Monday-Friday. Any Motor Vehicle Operator/Mechanic hired after July 1, 2010 shall be scheduled either Monday through Friday or Tuesday through Saturday (i.e. regular work schedule will not include Sundays). Any work on a sixth or seventh day shall be compensated in accordance with the provisions of this contract.

### Section 21.3

On Mondays, or a Tuesday following a Monday Holiday, a Motor Vehicle Operator/Mechanic can be scheduled to work 6:00 a.m.-2:30 p.m. to clear university vehicles from the overnight return parking lot. This assignment will be made on a rotational basis, using inverse seniority.

### Section 21.4

Starting times for Motor Vehicle Operator/Mechanics, when a Motor Vehicle Operator/Mechanics is not assigned a trip, shall be 8:00 a.m. – 4:30 p.m. Shifts will be either Monday through Friday or Tuesday through Saturday with Saturday being 7:00 a.m. – 3:30 p.m.

### Section 21.5

Motor Vehicle Operator/Mechanics can be scheduled to fill in for Automotive Technicians when they are absent, in cases of illness or vacation. The regular shifts for the Automotive Technicians will be as follows:

- Schedule A 6:00 a.m. until 2:30 p.m., Monday through Friday
- Schedule B 12:30 p.m. until 9:00 p.m., Monday through Friday
- Schedule C 7:00 a.m. until 3:30 p.m., Tuesday through Friday  
7:00 a.m. until 3:30 p.m., Saturday

### Section 21.6

If an additional Automotive Technician is employed or a current Automotive Technician position becomes vacant, all current employees will be afforded an opportunity to bid on the schedule attached to the vacant position if the position is to be filled, by seniority.

## **ARTICLE XXII: HEALTH & SAFETY**

### Section 22.1

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

### Section 22.2

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

### Section 22.3

An employee shall immediately report any unsafe working condition or work practice to the immediate supervisor.

### Section 22.4

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

### Section 22.5

The University and Local 330 agree to require physical examinations and qualifications for drivers. Drivers must have and maintain a current CDL Medical Examiner's Certification as a condition of continued employment. Any disruption of the validity of certification must be reported to the Employer prior to the next workday. The University will pay for such examinations at a medical facility of its choosing. A yearly copy of the driving record, as supplied by the Secretary of State's Office, and a certified copy of any routine physical examinations required by departmental regulations shall be provided by all employees.

### Section 22.6

On travel where overnight lodging is required, an employee shall not be required to share a hotel room.

### Section 22.7

Transportation will provide locks for locking the cargo bays of the buses. Driver is responsible for locking buses and cargo bays.

### Section 22.8

The Union and the University agree that issues regarding the operation of air conditioning equipment may fall within provision of unhealthful working conditions. It will be the Union's responsibility to notify (through documented notification) and work with management to prevent and/or eliminate such unsafe and/or unhealthful conditions.

## **ARTICLE XXIII: PARKING AND TRAFFIC CITATIONS**

### Section 23.1

Drivers of University vehicles are responsible for any parking citations and traffic citations. Drivers are instructed to follow all parking and traffic rules and regulations. Employees may submit requests for citations to be appealed by the Transportation Service Manager if citation was received due to a management directive.

### Section 23.2

All accident, moving violations, etc., whether occurring on or off duty, shall be reported to the Transportation Service Manager or designee prior to the next scheduled shift and/or trip. Any accident involving an NIU vehicle must follow the Department's accident reporting protocol.

## **ARTICLE XXIV: TERMINATION**

### Section 24.1

This Agreement is effective 12:01 a.m. July 1, 2021 and expires on 11:59 p.m. June 30, 2024. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. No earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

## **ARTICLE XXV: LIMITATIONS**

### Section 25.1

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;
- d) Policies, procedures, and provisions of employment as established by Board of Trustees for Northern Illinois University as such may be amended from time to time.

### Section 25.2

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

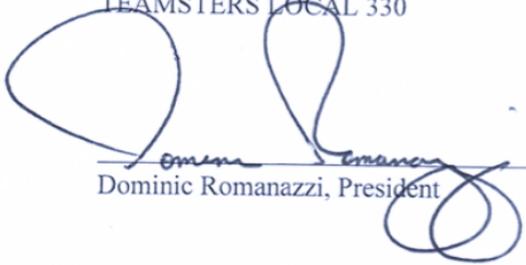
### Section 25.3

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

**ARTICLE XXVI: ACCEPTANCE BY THE PARTIES**

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

TEAMSTERS LOCAL 330

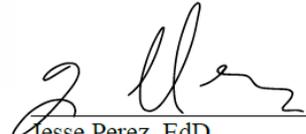


Dominic Romanazzi, President

NORTHERN ILLINOIS UNIVERSITY

William R. Hodson Digitally signed by William R. Hodson  
Date: 2021.11.04 14:32:30 -05'00'

William Hodson  
Senior Associate Vice President and  
Chief Human Resources Officer



Jesse Perez, EdD.  
Director, Employee & Labor Relations  
Chief Negotiator

**COLLECTIVE BARGAINING AGREEMENT FOR THE  
INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL #399  
HEATING PLANT**

**Summary:** Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) ***Bargaining unit:***

International Union of Operating Engineers, Local 399, representing approximately twenty-eight (28) employees total in the Heating Plant. The collective bargaining agreement represents the following classifications:

Steam and Power Plant IV  
Steam and Power Plant III  
Steam and Power Plant II  
Steam and Power Plant I

***Scope of Negotiations:*** Full agreement

***Tentative Agreement for Board Action:*** A successor three-year agreement, effective July 1, 2021, through June 30, 2024.

**Recommendation:** Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399  
JULY 1, 2021 – JULY 30, 2024

## **AGREEMENT**

This Agreement is made and entered into between the Board of Trustees for the use of Northern Illinois University, hereinafter called the "Employer", and the International Union of Operating Engineers, Local 399, hereinafter called the "UNION"

### **PURPOSE OF THE AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union 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 Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

## **ARTICLE I: RECOGNITION/MEMBERSHIP**

### **Section 1.1**

The Employer recognized the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following position classifications:

- Steam and Power Plant IV (S&PP IV)
- Steam and Power Plant III (S&PP III)
- Steam and Power Plant II(S&PP II)
- Steam and Power Plant I (S&PP I)

### **Section 1.2**

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

### **Section 1.3**

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

### **Section 1.4**

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

## **ARTICLE II: UNION REPRESENTATIVES**

### **Section 2.1**

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

### **Section 2.2**

The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Employee Relations Officer.

### Section 2.3

The Employer will not discriminate against any member, steward, or other officer of the Union including those who are participating in the negotiations, adjustment of grievances or the performance of committee work which is the interest of the Union and its members. In accordance with applicable Federal and Illinois State law, neither the University nor the Union shall discriminate against any employee covered by this Agreement because of lawful Union membership or non-membership activity or status.

## **ARTICLE III: MANAGEMENT RIGHTS**

### Section 3.1

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegates, 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) determine the overall budget of the Employer;
- b) determine control and exercise discretion over the organization and efficiency of operations;
- c) direct the employees, including the right to assign work;
- d) hire, examine, promote, train and schedule employees in positions with the Employer;
- e) suspend, demote, discharge, or take disciplinary action against the employees for proper cause;
- f) increase, reduce, change, modify or alter the composition and size of the workforce with proper notification to the local Union;
- g) set standards for services to the public;
- h) change or eliminate existing methods, equipment, or facilities;
- i) determine the purpose of each of its service areas;
- j) 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.

## **ARTICLE IV: HOURS AND SCHEDULES**

### Section 4.1

Eight (8) consecutive hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid in cash for hours worked over eight (8) hours in one (1) day or over for forty (40) hours in any workweek. Policies of the Board of Trustees and the University Rules of Northern Illinois University shall be followed in the establishment of a basic workweek.

### Section 4.2

The greater part of the shift worked on a calendar day will determine which day will be considered as being worked. For example, a shift starting at 11:00 p.m. Tuesday night and running to 7:00 a.m. Wednesday morning will be considered as being worked on Wednesday. If the times are equal, the starting date will determine the day worked.

### Section 4.3

An employee's work schedule (shift) will not be changed more than once within the employee's workweek. Return to an employee's bid and regular work shift shall not constitute a change.

#### Section 4.4

Except in emergency situations, whenever work schedules are changed, written notice of such change shall be emailed to the employee that is subject to the change after reviewing the e-calendar. Time worked as the result of a schedule change when notice is less than forty-eight (48) hours shall be paid at the appropriate premium rate. The amount of overtime paid under this provision shall not exceed sixteen (16) hours or the actual amount of time worked within the forty-eight (48) hour period, whichever is less.

#### Section 4.5

Notification of shift changes:

- a) Shift changes are to stay on appropriate sides (East or West);
- b) When a holiday falls within a shift change, the changed employee will work the holiday;
- c) One day shift change will be allowed:
  - 1) One (1) shift change per week;
  - 2) Trainees (S&PPII) will fill shift changes for S&PP III;
  - 3) S&PPII Trainees will be 1<sup>st</sup> line, before a Jr. S&PP III;
  - 4) The junior S&PP III and the S&PP II (trainees) will be allowed to block out weekends from shift changing with approval and advance notice to management. With the S&PP III getting the block over the S&PP II (trainee) if there is a conflict
  - 5) When there is more than one (1) shift change in one (1) week the junior S&PP III will make the shift change. NOTE: Junior S&PP III is the S&PP III with the least seniority on the day shift on each side, east or west.

#### Section 4.6

Work on the sixth day and the seventh day of the work schedule shall be compensated at the rate of time and one-half the basic straight time hourly wages herein established. Pyramiding of overtime is not permitted by this Agreement.

#### Section 4.7

If an employee is called back to duty following the regular work shift and before being regularly scheduled to work again, the employee shall be paid no less than four (4) hours at the regular overtime rate of pay. However, if the employee's regularly scheduled shift begins within two (2) hours after the call back, the employee shall revert to the regular base rate of pay at the beginning of the regular scheduled shift. In each instance the employee will be paid at least two (2) hours call-in for time worked prior to the regular shift. Work performed in continuation of a scheduled shift will be compensated at the appropriate rate of pay for the additional time worked.

#### Section 4.8

Overtime shall be distributed on a rotating basis for each classification represented by this Agreement. At no time will a S&P IV employee be part of the voluntary overtime rotation when a S&P I employee is needed.

### **ARTICLE V: SENIORITY / JOB BIDDING**

#### Section 5.1

Seniority shall be by classification and shall prevail in regard to layoffs, choice of working shifts, heating plants, and vacation periods, so far as the operating needs of the department permit.

## Section 5.2

Promotional examinations and training courses conducted in preparation for promotional examinations shall be open to all qualified employees within the bargaining unit in the promotional line.

## Section 5.2a

Both parties acknowledge that the S&PP V is a supervisory administrative position not covered by the terms of this Agreement but is in the promotional line for upgrading from within the classifications represented by this Agreement.

## Section 5.3

The annual job bid meeting for all classifications shall be held in February. All bids shall include all classifications, except S&PP I. Exceptions to the annual bid meeting shall be limited to the following: vacancies created by promotions, transfers, retirement, resignations, discharge, prolonged illnesses, and any other absences exceeding thirty (30) consecutive calendar days excluding vacation absences.

## Section 5.3a

Whenever work area (e.g., building) assignments change between bid meetings, such changes shall be noted at the following bid meeting prior to bids taking place. If bid areas are changed, a bid meeting will follow.

## Section 5.4

Permanent upgrades throughout the promotional line will occur within thirty (30) days unless the union is notified in writing by the Employer. All employees upgraded due to a prolonged illness vacancy will be returned to their prior classification if the employee has been on sick leave returns.

## Section 5.5

When a temporary upgrading occurs, an upgraded employee will be inserted into the overtime rotation for the higher classification if it is determined the upgrade will last for thirty (30) days or more. An employee will only be eligible for overtime in one (1) classification.

## Section 5.6

During an employee's probationary period, seniority may be ignored for purposes of bidding shifts and days off to allow management to utilize training opportunities as it deems most desirable.

# **ARTICLE VI: GRIEVANCE/ARBITRATION**

## Section 6.1

A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration, and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. All grievances shall be initiated in writing and submitted to the Director of Labor Relations within five (5) working days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or condition causing the grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

## Section 6.2

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee.

### Section 6.3

The limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Director of Employee and Labor Relations for Steps 1 through

4. If at any step within the grievance procedure the Employer fails to respond within the time limits herein set forth, the grievant may appeal the grievance to the next step within five (5) working days. Grievances not filed within the time limits are considered withdrawn and settled by both the Union and Employer. The Director of Labor Relations can defer a Step 3 grievance to a lower step in the interest of resolving disputes at the lowest level possible. The written grievance submitted by member/union shall contain a complete statement of facts, the provision, or provisions of this Agreement at issue and the relief requested.

## Grievance Procedures

### Section 6.4

Step 1: Upon receipt of the written grievance by the Director of Labor Relations, the immediate supervisor may schedule a meeting with the grievant and its Union representative or designee to discuss the issue. Within five (5) days of the initial meeting, the immediate supervisor will provide a written response to the grievant.

### Section 6.5

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be forwarded to the Director of Labor Relations within five (5) workdays of the immediate supervisor's response. The department head may meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The department head's response shall be reduced to writing within five (5) workdays following the meeting.

### Section 6.6

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted within ten (10) workdays after the department head's written response to the Director of Labor Relations and a meeting shall be scheduled with the grievant at a time mutually agreeable to the parties. The Director of Labor Relations shall issue a written response to the grievance within fifteen (15) calendar days of the meeting unless the timeframe is extended by mutual agreement.

## Arbitration

### Section 6.7

Step 4: If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Labor Relations for arbitration within ten (10) workdays after receipt of the Step 3 response.

### Section 6.8

The parties shall obtain a list of seven (7) arbitrators from the Illinois Educational Labor Relations Board, Federal Mediation and Conciliation Service, or other mutually acceptable source. The parties shall meet in person or by telephone and alternatively strike names until a single name remains. A second list of arbitrators may be requested upon the agreement of both parties. The cost of services of the arbitrator, court reporter, and transcripts, as well as all other costs incurred

by the arbitration, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

### Section 6.9

The scope of arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, Board of Trustees Regulation and Bylaws, University Rules and Policies, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitrations, with the following exceptions: verbal warnings and termination of probationary employees are not eligible for 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 to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application or 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 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 to the facts of this Agreement to 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 the Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

## **ARTICLE VII: JURISDICTION**

### Section 7.1

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

## **ARTICLE VIII: NO STRIKE, NO LOCKOUT**

### Section 8.1

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

### Section 8.2

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

## **ARTICLE IX: PROPORTIONATE SHARE CLAUSE**

### Section 9.1

This proportionate share provision shall not become effective until the Union demonstrates to the Director of Labor Relations, or designee, that in excess of fifty (50) percent of the employees in the bargaining unit have joined the Union based upon written payroll dues deduction authorization from such employees filed with the Employer. Upon this provision taking effect, the Union shall submit to the Employer an affidavit which certifies the amount constituting an Employee's

proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the Union.

#### Section 9.2

Within thirty (30) days after the Union certifies to the Employer the amount of the proportionate share fee the Union shall notify all non-member employees as to the amount of the proportionate share fee and the procedure by which non-members may object to the proportionate share fee. The Union shall set up a procedure by which it will receive and consider objections.

#### Section 9.3

The proportionate share fee deduction shall commence with the first pay period starting thirty (30) days after the Union certifies to the Employer 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.

#### Section 9.4

The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions 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 be made. The Union shall certify the current amount of Union deductions.

#### Section 9.5

The amount of the above employee deductions shall be remitted to IUOE Local 399 after the deduction is made by the Employer with a listing of the employee social security number, and the individual employee deduction(s).

#### Section 9.6

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

#### Section 9.7

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

#### Section 9.8

Upon the proportionate share provision of this Article taking effect, the Union shall provide the Employer with a description of the Union's procedure for hearing employee objections to the proportionate share deduction.

### **ARTICLE X: MISCELLANEOUS**

#### Section 10.1

For purposes of S&PP III training, the Employer may assign S&PP II regardless of seniority, to the day shift for training which will last a minimum of six (6) months. Employees so assigned will

receive an additional \$.30 per hour above the S&PP II base rate of pay. Such assigned employees will receive S&PP III wages when assigned as a replacement for an S&PP III with hours of 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. The employee in training will receive S&PP III wages on the day shift if replacing an S&PP III who is absent due to illness or on vacation.

#### Section 10.2

The Employer and the Union will cooperate to eliminate safety and health hazards. The Employer shall continue to make reasonable provisions for the safety and health of its employees. Bargaining unit members are required to submit health and safety hazards immediately, (unless physically unable due to injury) in writing, via email to the Physical Plant Director.

#### Section 10.3

New employees shall serve a probationary period of six (6) months following their date of employment. The Employer shall have the right to transfer or dismiss any employee for any reason whatsoever during the probationary period and the employee shall not have redress through the grievance or arbitration provisions within this Agreement. Upon satisfactory completion of the probationary period, seniority will be credited in accordance with the rules of the State Universities Civil Service System.

#### Section 10.4

It is understood that all work in accordance with current practice performed by Local 399 on Northern Illinois University campus located in DeKalb, Illinois will continue as new buildings on the DeKalb campus become operational.

#### Section 10.5

All parties recognize that the parking permit rate is set by the Employer.

#### Section 10.6

An employee that does not call in to report an absence and does not show up for work for three (3) consecutive workdays will be considered to have abandoned their employment, hence voluntarily foregoing employment at Northern Illinois University. Job abandonment determinations and resignation/discharge procedures are to be initiated only after consultation with Human Resources Services, who will make an attempt to contact the employee's emergency contact.

### **ARTICLE XI: BENEFITS**

#### Section 11.1

Holidays, Vacation and Personal Leave, Sick Leave, Family Medical Leave Act, Funeral Leave, and Leaves of Absence shall be granted in accordance with Policies and the Board of Trustees and Rules and Procedures of Northern Illinois University. Operating needs will determine vacation scheduling and choice of vacation schedule will be in accordance with seniority. Vacations will be considered to begin in the first day of an employee's scheduled shift.

#### Section 11.2

Any employee required to work on Board-designated holidays, or any additional holidays designated by the President shall be paid two (2) times their regular rate for all hours worked. Additionally, employees will receive holiday pay for the recognized calendar holiday, or the day designated as the holiday by the Federal Government if other than the calendar day.

#### Section 11.3

If an employee is regularly working up but does not work the holiday, such holiday shall be paid at the actual classification rate. If a holiday occurs and an employee works up on the holiday, only the actual hours worked will be paid at the act up rate, the base holiday will be paid at the employee actual classification rate.

#### Section 11.4

An employee that works during an emergency or weather-related closure, declared by the President or designee, shall be compensated in accordance with Northern Illinois University weather closure policy for essential staff.

### **ARTICLE XII: WAGES**

#### Section 12.1

All employees covered by this Agreement who are currently employed on the date of ratification and/or approval of this Agreement by both parties shall be paid the following rates:

*Effective 7/1/2021*

Steam and Powerplant IV (S&PP IV)	\$46.46
Steam and Powerplant III (S&PP III)	\$42.52
Steam and Powerplant II (S&PP II)	\$32.31
Steam and Powerplant I (S&PP I)	\$20.88

#### Section 12.2

Any employee working the 3:00 p.m. — 11:00 p.m. shift shall receive a shift premium of \$.20 per hour. Any employee working the 11:00 p.m. shift shall receive a shift premium of \$.30 per hour.

#### Section 12.3

For each of the succeeding years of this agreement the University will increase the bargaining unit classification wage rates 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 increase by the University or personnel salary increase via the state appropriations process. These wage increases shall be distributed on an across-the-board basis to all wage classifications in the bargaining unit.

#### Section 12.4

Both parties acknowledge and affirm that the promotional movement of employees, beginning with the starting classification of S&PP I and progressing through the S&PP III classification, is of utmost importance to the operational efficiency and productivity of this unit. It is understood by both parties and conveyed upon initial employment that promotional opportunities will be available. Employees in all classifications of the promotional line through the S&PP III classification are expected to test and actively participate in the promotional process. Effective July 1, 2000 and every year thereafter, any employee at a current rate above the contracted rates specified in Section 12.1 of this Article shall have their salary level frozen at their current rate until such time that the contracted rate catches up their current rate.

### **ARTICLE XIII: TERMINATION**

### Section 13.1

This Agreement is effective upon ratification and/or approval of both parties and shall remain in effect through June 30, 2024. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments or practices between the Employer, the Union, and the employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. Upon formal notification received no earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

## **ARTICLE XIV: LIMITATIONS**

### Section 14.1

This Agreement shall not supersede:

- a) Applicable Federal and State laws as such laws may be 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.
- d) Policies, procedures, and provisions of employment as established by the Board of Trustees as such may be amended from time to time.
- e) Whenever amendments to the Board of Trustees policies, procedures and provisions occur, such amendments will be discussed with the union prior to their implementation if they impact the bargaining unit.

### Section 14.2

This Agreement constitutes the entire Agreement and understanding between the parties and superseded all prior written and oral agreement (commitments and practices) between the Employer, Union, and the employees. This Agreement expresses all obligations of, and restrictions imposed on each of the parties during the term of the Agreement.

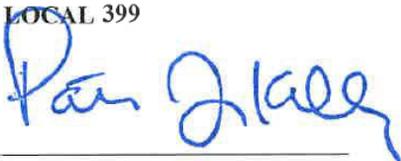
### Section 14.3

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

**ARTICLE XV: ACCEPTANCE**

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

**IUOE, LOCAL 399**



\_\_\_\_\_  
**Patrick J. Kelly**  
President & Business Manager



\_\_\_\_\_  
**Vince T. Winters**  
Recording Secretary

**NORTHERN IL. UNIVERSITY**  
Dekalb Campus

**William R.  
Hodson**

Digitally signed by William R.  
Hodson  
Date: 2021.11.02 17:24:25 -0500

\_\_\_\_\_  
**William Hodson**  
Senior Associate Vice President and  
Chief Human Resources Officer



\_\_\_\_\_  
**Darek Williams, Chief Negotiator**  
Asst. Director, Labor Relations

**COLLECTIVE BARGAINING AGREEMENT FOR THE  
INTERNATIONAL UNION OF OPERATION ENGINEERS LOCAL #150  
GROUNDS DEPARTMENT**

**Summary:** Northern Illinois University negotiates with fifteen groups of employees that are represented by a labor union. 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. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

1) **Bargaining unit:**

International Union of Operating Engineers, Local 150, representing approximately nineteen (19) employees total in the Grounds Department. The collective bargaining agreement represents the following classifications:

Assistant Grounds Gardener  
Athletic Turf Specialist  
Greenhouse Gardener  
Grounds Equipment Mechanic  
Grounds Worker  
Maintenance Equipment Operator

**Scope of Negotiations:** Full agreement

**Tentative Agreement for Board Action:** A one-year successor agreement, effective July 1, 2021 through June 30, 2022.

**Recommendation:** Terms and conditions of this agreement are consistent with University policies and guidelines. The University recommends approval of this collective bargaining agreement.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 150  
GROUNDS DEPARTMENT  
JULY 1, 2021 – JUNE 30, 2022

**PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

**AGREEMENT**

This Agreement has been made and entered into by and between the Board of Trustees of Northern Illinois University at the DeKalb campus (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees employed in the Grounds Department of the NIU DeKalb Campus described in Article I.

**ARTICLE I: RECOGNITION**

**Section 1.1 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Educational Labor Relations Board, in Case No. 2003-RC-0006-C:

**\*\*INCLUDED**

Assistant Grounds Gardener	Grounds Equipment Mechanic
Athletic Turf Specialist	Grounds Worker
Greenhouse Gardener	Maintenance Equipment Operator

**\*\*EXCLUDED**

All superintendents, managers and exempt employees as defined by the Act.

**Section 1.2 New Classifications**

In the event the Union seeks to add a position classification to the bargaining unit which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the date the new classification became a part of the bargaining unit.

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

## **ARTICLE II: RIGHTS**

### Section A. Union Rights

#### Section 2.1 Union Activity During Working Hours

Union activities within the Employer's facilities shall be restricted to administering this Agreement. The Union shall not engage in Union Activities on the Employer's time or its property which will unreasonably interfere with employees' assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no lengthy, or otherwise, unreasonable interruption of the Employer's working schedule. Such agent shall notify the Senior Associate Vice President and Chief Human Resources Officer or their designees prior to coming on campus.

#### Section 2.2 Time Off for Union Activities

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International Conventions, subject to the operational needs of the Employer and with supervisory approval. If the absence is granted, the employee may utilize accumulated vacation or compensatory time in order to take such time off.

#### Section 2.3 Union Bulletin Boards

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

#### Section 2.4 Bargaining

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to NIU policy matters directly affecting wages, hours and terms and conditions of employment.

### Section B. Management Rights

The Employer shall not be required to bargain over matters of inherent managerial policy as defined by Section 4 of the Illinois Educational Labor Relations Act. 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 expressed provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- Determine the overall budget of the Employer;
- Determine control and exercise discretion over the organization and efficiency of operations;
- Direct the employees, including the right to assign work and overtime;
- Hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Employer;
- Suspend, demote, discharge or take disciplinary action against the employees for just

- cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
  - Reallocate positions to higher or lower classifications;
  - Establish, modify, combine, or abolish job classifications;
  - Determine the purpose of each of its service areas;
  - Set standards for services to the public;
  - Determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
  - Change or eliminate existing methods, equipment, or facilities.

The Employer shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Employer's property. The Employer retains all the rights as an Employer which it now has or may have in the future under law and common law unless a specific clause of this contract expressly abridges such rights. The Employer will provide bargaining unit members reasonable notice of any changes.

### **ARTICLE III: UNION DUES/FAIR SHARE CHECK OFF**

#### Section 3.1 Deductions

NIU agrees to deduct from the pay of those employees who are Union members any or all of the following:

- a) Union membership dues, assessments, or fees
- b) Union sponsored credit and other benefit programs.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise NIU of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

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

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

#### Section 3.2 Dues Deduction and Fair Share

The Union shall supply the Employer with all relevant information and documentation as related to the dues and fair share provisions of this Article, including the basis of the fair share fee and notice of appeal and objection procedures. In addition, the Union shall advise the Employer of any subsequent change therein.

The proportionate share fee deduction shall commence with the first pay period starting thirty (30)

days after the Union certifies to the Employer the amount of the proportionate share fee, or thirty (30) days after the date of original employment for a new employee, whichever is later.

### Section 3.3 Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

### Section 3.4 Indemnity

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

## **ARTICLE IV: HOURS OF WORK**

### Section 4.1 Workday and Workweek

- a) Eight (8) hours shall constitute a work day and forty (40) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union. Upon ratification of this initial agreement, bargaining unit employees shall normally be scheduled to work eight (8) consecutive hours between the hours of 7:30 a.m. and 4:00 p.m. on Monday through Friday. Thereafter, at the Employer's discretion employees who are hired after the ratification of this agreement may be assigned start times other than 7:30 a.m. to 4:00 p.m., and workdays other than Monday through Friday.
- b) The work week is Monday through Sunday. Employees represented by this agreement shall normally work five (5) consecutive days during the work week.
- c) Should the University implement a work week of less than five work days (i.e. a four (4) day work week) in the Grounds Department employees will receive a minimum of a thirty (30) day notice prior to the work schedule taking effect when possible. Such four (4) day work week may only be implemented between the end of the Spring Semester and the beginning of the Fall Semester. Once the four (4) day work week has been implemented, overtime at the appropriate rate of pay will be paid to employees who have worked beyond the established daily work hours and after being in pay status for forty (40) hours in that designated work week.

### Section 4.2 Lunch/Rest Period

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work shift and shall be granted a thirty (30) minute unpaid lunch period at or about the mid-point of each work shift. Breaks shall be taken at the location the employee is currently working unless approval is granted by the supervisor. Due consideration shall be given to health and safety issues. During break periods employees will have access to university buildings to use the restrooms, the vending

machines, and/or food service.

### Section 4.3 Clean Up Time

As necessary, bargaining unit employees shall be allowed fifteen (15) minutes prior to lunch and fifteen (15) minutes prior to the end of the work day as clean up time. Employees shall use this time prior to lunch to wash up before eating their meal. At the end of the work day employees shall use this time to clean their equipment and to wash up before leaving for the day.

### Section 4.4 Overtime Pay

The Overtime Rate shall be one and one-half (1 ½) times the normal hourly rate. Bargaining Unit members become eligible for overtime in accordance with University policy. The Employer agrees to pay double time for all hours worked on an employee's second regularly scheduled day off.

Should a four (4) day work week be implemented within the Grounds Department, the Employer agrees to pay time and one half for all hours worked on the employee's first regularly scheduled day off, time and one half for all hours worked on the employee's second regularly scheduled day off, and double time for all hours worked on the employee's third regularly scheduled day off, provided the employee does not refuse work offered on the employee's first or second regularly scheduled day off in the same work week.

### Section 4.5 Overtime Distribution

The Employer shall attempt to distribute overtime as equally as possible to bargaining unit employees over the fiscal year provided that the parties recognize that emergency situations may necessitate that some employees receive more overtime assignments than other employees at certain times throughout the year. If an employee refuses the overtime or is unavailable when contacted for overtime, he/she shall be credited with the amount of hours actually worked during the overtime assignment or the time estimated by the supervisor, whichever is less. With the exception of emergencies as determined by the Grounds Supervisor or designee, refusal of overtime by a bargaining unit employee who has not been given twenty-four (24) hours prior notice means he/she will not be credited toward that employee's total accumulated overtime hours.

### Section 4.6 Scheduled Overtime

Overtime shall be scheduled at least forty-eight (48) hours in advance when possible. The employee shall be advised of the assignment as well as the approximate duration of the overtime assignment. Employees will receive a minimum of two (2) hours of overtime when the overtime assignment does not immediately precede or follow the employee's regular work schedule. When all bargaining unit employees have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be mandatory and imposed in inverse seniority order until all overtime assignments have been filled. When the overtime assignment immediately follows the employees regular work schedule, the employee will be compensated at the appropriate rate pay for all hours worked, regardless of the length of the overtime assignment.

### Section 4.7 Call Back

A "call back" is defined as an unscheduled assignment of work which does not immediately precede or follow an employee's regular work schedule. Call back shall be compensated at the appropriate rate of pay with a guaranteed minimum of two (2) hours at such overtime rate of pay, provided the employee has worked for the entire scheduled workday and/or been in pay status for the entire workweek.

#### Section 4.8 Compensatory Time

Compensatory time will be accumulated and used in accordance with university policy.

### **ARTICLE V: SENIORITY**

#### Section 5.1 Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment within their classification with the Employer in accordance with State Universities Civil Service System Statute and Rules.

#### Section 5.2 Seniority List

The Employer shall post a seniority list by March 31<sup>st</sup> of each year. A copy of the seniority list shall be furnished to the Union when it is posted. The Union will have ten (10) business days to accept the seniority list and bring any concerns to the Employer's attention in writing. The Employer will not be held responsible for any concerns that are brought to its attention after ten (10) business days.

#### Section 5.3 Probationary Employees

All employees shall serve a probationary period in accordance with the State Universities Civil Service Statute and Rules. Currently, all classifications represented by this agreement must serve a six (6) month probationary period. Employees who are promoted within the bargaining unit shall serve an additional probationary period for the new classification.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment in the classification. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

#### Section 5.4 Employee Status

Immediately upon ratification of the contract by both parties the Employer will provide the Union with a report that contains the following information for employees in the bargaining unit: Name of employee; classification; NIU start date; date in class; length of probation if on probation; and salary/hourly rate. Thereafter, the Employer shall provide a revised report containing updated information to the Union every January 31, and July 31.

### **ARTICLE VI: LAYOFF AND RECALL**

#### Section 6.1 Definition and Notice

A layoff is defined as a reduction in workforce. The Employer shall give the Union at least thirty (30) days notice of layoffs of bargaining unit employees.

#### Section 6.2 General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority and in accordance with State Universities Civil Service System Statute and Rules. However, prior to laying off any bargaining unit employees, all extra help employees who perform work customarily performed by bargaining unit employees within the Grounds Department shall be terminated.

#### Section 6.3 Recall of Laid-Off Employees

The names of laid-off employees shall be placed on the restoral or re-employment registers for

their classification, as defined by State Universities Civil Service System Statute and Rules. Employees shall be recalled in seniority order by classification.

## **ARTICLE VII: DISCIPLINARY PROCEDURES**

### Section 7.1 Employee Discipline

NIU agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Both parties agree that the management has the right to forward discipline directly to option C or D as deemed appropriate for egregious behavior, including but not limited to conduct considering threatening, discrimination, dangerous, or such behavior that places a risk to the campus community or to themselves.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

### Discharge and Involuntary Demotions

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

State Universities Civil Service System procedures shall not commence until after the thirteen (13) working day period mentioned above has ended, or until a grievance filed on the basis of notice of demotion or 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 an involuntary demotion or discharge proceedings per the State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110(e) (1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use or continue to use the grievance procedures of this collective bargaining Agreement with respect to said demotion or discharge.
3. Likewise, if the employee elects to follow the grievance procedure of this Agreement, initiation of such action shall constitute a voluntary election not to pursue available appeal procedures specified in the Rules and Regulations of the State Universities Civil Service System and waiver of any rights which either the employee or Union might otherwise have had under the Rules and Regulations of the State Universities Civil Service System.

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

#### Section 7.2 Right To Representation

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employee, the Employer shall inform the employee that disciplinary action may be taken. It is the employee's right and responsibility to request Union representation and bring a Union representative to the meeting scheduled by the Employer. The Employer agrees to make reasonable scheduling accommodations for Union representation when requested.

### **ARTICLE VIII: GRIEVANCE PROCEDURE**

#### Section 8.1 Grievance Defined

A grievance is defined as any claim of violation of this Agreement. Business days are defined as Monday through Friday, excluding holidays and administrative closure days.

#### Section 8.2 Processing Of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s) is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that bargaining unit.

#### Section 8.3 Grievance Steps

##### Step 1: Grounds Supervisor or designee

The employee, with or without a Union representative, may attempt to orally resolve a grievance with the Grounds Supervisor or designee, within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The Grounds Supervisor or designee shall attempt to adjust the matter and shall respond in writing within fifteen (15) business days.

##### Step 2: Associate Vice President of Facilities Management

If the grievance remains unsettled after the response in Step 1, the Union may submit a written grievance to the Associate Vice President of Facilities or designee, within fifteen (15) business days of the Step 1 response.

The Associate Vice President Facilities or designee, shall schedule a conference within fifteen (15) business days of receipt of the grievance to attempt to adjust the matter. Associate Vice President of Facilities, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Associate Vice President of Facilities or designee, and the Union may mutually agree to extend the timeframe.

#### Step 3: Senior Associate Vice President and Chief Human Resources Officer

If the grievance remains unsettled after the response in Step 2, the Union may submit a written grievance to the Senior Associate Vice President and Chief Human Resources Officer, or designee, within fifteen (15) business days of the Step 2 response. Grievances concerning discharge may be filed directly at Step 3 within fifteen (15) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

Senior Associate Vice President and Chief Human Resources Officer or designee, shall schedule a conference within fifteen (15) business days of the grievance to attempt to adjust the matter. The Senior Associate Vice President and Chief Human Resources Officer, or designee, shall submit a written response within fifteen (15) business days of the conference. If the conference is not scheduled, the Senior Associate Vice President and Chief Human Resource Services Officer, or designee, and the Union may mutually agree to extend the timeframe.

#### Step 4: Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Senior Associate Vice President and Chief Human Resources Officer within fifteen (15) business days after receipt of the Step 3 response. A representative of Human Resource Services shall schedule a meeting with the Union and appropriate department personnel to discuss the issues for arbitration. This meeting shall be scheduled at a time agreeable to the parties and within fifteen (15) business days of receipt of notice to arbitrate.

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

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois, and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current State Universities Civil Service Statute and Rules, matters relating to the discharge/dismissal of a probationary employee 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 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 arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way

the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the time limits defined in Step 1. The arbitrator 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 arbitrators interpretation of the meaning or application to the facts of this Agreement to 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 or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be final and binding on the parties.

#### Section 8.4 Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation, or other procedural errors such as lack of signature, shall not be grounds denial of the grievance.

#### Section 8.5 Settlements and Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by mutual agreement of the parties.

#### Section 8.6 Union Stewards

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and will provide written notice to Grounds Supervisor or designee and Associate Director of Labor Relations to identify those individuals.

### **ARTICLE IX: HOLIDAYS**

#### Section 9.1 General Information

All bargaining unit employees shall receive the paid holidays in accordance with Board of Trustees regulations and by-laws with eleven (11) full-day paid holidays per calendar year and two (2) Administrative Closure Days per calendar year as authorized and specified under general university procedures. The eleven (11) holidays and two (2) Administrative Closure Days are as follows:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Four (4) Floating Holidays (as determined by the University President)
- Two (2) Administrative Closure Days

### Section 9.2 Specific Applications

Employees may be excused without pay to vote in local, state, or national elections if a reasonable period of off-duty time is not available.

### Section 9.3 Holiday and Administrative Closure Pay

Bargaining unit employees shall be paid at one and one-half his/her regular hourly rate of pay for all hours worked on designated holidays listed in Section 9.1 of this Article in addition to the holiday pay. Bargaining unit employees shall be paid for all hours worked at his/her regular hourly rate of pay on administrative closure days in addition to the administrative closure pay.

## **ARTICLE X: VACATIONS AND PERSONAL LEAVE**

### Section 10.1 Vacation Accrual

All bargaining unit employees shall earn vacation at the same rate as all other non-exempt Civil Service employees in accordance with university policy

### Section 10.2 Vacation Usage

- (A) An employee is eligible to take Vacation Leave immediately upon earning it with supervisory approval.
- (B) Employees may accumulate and carry over year to year an amount of vacation in accordance with university policies.
- (C) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

### Section 10.3 Vacation Pay

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.
- (C) Employees on vacation may be asked to work during their pre-approved vacation but they will not be required to work during their vacation. If the employee declines to work, that will not be charged as time worked for purposes of equalizing overtime.

### Section 10.4 Vacation Selection

The Grounds Superintendent, or designee, shall grant vacation requests as the employees make them, subject to the operating needs of the department. If the request cannot be granted immediately, the supervisor shall make his/her decision within five (5) business days of the request.

## **ARTICLE XI: SICK LEAVE**

### Section 11.1 Sick Leave Accrual

All bargaining unit employees shall accrue sick time at the same rate as all other non-exempt employees in accordance with University policies.

### Section 11.2 Pension Benefit at Retirement

Employees shall receive retirement benefits in accordance with the State Universities Retirement System rules and regulations.

## **ARTICLE XII: LEAVES OF ABSENCE**

### Section 12.1 Disability Leave

In the event of a disability, an employee may apply for disability payment through the SURS. Upon release to return to work, the Employer shall reinstate the employee to his/her former classification provided the employee can physically perform the essential duties and functions of the position.

### Section 12.2 Discretionary Leave Of Absence

An employee with at least twelve (12) months seniority may petition the Employer for a personal leave of absence. Such leave of absence is without pay or fringe benefits unless otherwise agreed.

### Section 12.3 Jury Duty Leave

Upon request and receipt of proper documentation, an employee will be excused for jury duty, or when subpoenaed to testify at a hearing, without loss of pay. The employee must return to work after he/she is excused by the court.

## **ARTICLE XIII: EMPLOYEE TRAINING AND EDUCATION**

### Section 13.1 Compensation

The Employer agrees to compensate all bargaining unit employees their appropriate rate of pay for all hours spent for training, schools, and courses which the Employer requires an employee to attend. If training is scheduled during normal work hours, it shall be treated as a normal work day. When an employee is required to use his/her own automobile, mileage shall be reimbursed in accordance with University policies and procedures.

### Section 13.2 CDL License

The Employer agrees to reimburse the difference between the cost of a CDL and a regular driver's license for those employees whose positions require a CDL.

### Section 13.3 Educational Incentive

Employees will be provided educational benefits in accordance with University policies and procedures.

## **ARTICLE XIV: SAFETY**

### Section 14.1 Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

### Section 14.2 Safety

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

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

On a case by case basis, the Employer shall provide training as determined by management to employees on unfamiliar equipment and/or procedures.

## **ARTICLE XV: LABOR-MANAGEMENT MEETINGS**

### Section 15.1 Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the Union and the Employer's representatives when appropriate. Such meetings shall be scheduled within ten (10) business days of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

### Section 15.2 Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by a representative of the Employer and there shall be no loss of wages for the attendance by Union Stewards and/or affected bargaining unit employees. Details of grievances or arbitrations shall not be discussed at such meetings.

## **ARTICLE XVI: SUBCONTRACTING**

Beyond the scope of existing practices, the Employer has no present intention to subcontract non-emergency work performed by bargaining unit members, however the Employer reserves the right to subcontract when it deems necessary or if it is in the university's best interest. There shall be no limit on the amount of subcontracting performed by the Employer. However, no bargaining unit employee shall suffer a reduction in schedule or be laid off as a direct result of such subcontracting. Should the Union have any concerns regarding subcontracting, the parties agree to meet and discuss the Union's concerns.

## **ARTICLE XVII: SUPERVISORY WORK AND TEMPORARY WORKERS**

The Employer will maintain its current practice of hiring students and extra help as needed. Such employees will be able to perform duties and operate equipment normally used by members represented by this Agreement. Bargaining unit members will be offered job assignments before temporary help is assigned depending on operational needs as determined by the Management. Student and extra help employees shall not displace members of the bargaining unit. The parties agree to discuss substantial continuing increases (from current practices) in the use of temporary workers through the labor management committee process.

In emergency situations, the Grounds Supervisor may perform duties normally assigned to members of the bargaining unit. The purpose for performing such duties may include but is not limited to training, when there is a shortage of staff, when it's operationally efficient to do so or in overtime situations where employees have declined the overtime assignment.

Retired bargaining unit members that apply for extra help positions may be hired based on operational need as determined by Management, will not displace members of the bargaining unit,

will not prevent members of bargaining unit for advancement, and will be hired on a non-status basis as defined by the civil service statute.

## **ARTICLE XVIII: DIFFERENTIAL PAY**

Whenever a bargaining unit member is assigned work normally performed by an individual in a higher paid classification within the bargaining unit, the bargaining unit member performing such work shall be paid a differential of 10% or the appropriate rate of the higher level classification, whichever is greater. The employee must work at least one (1) hour before the differential takes effect. Thereafter, the differential will be paid at one half hour increments. Duties of the higher class shall be defined by the job classification and job description for the higher classification with the understanding that the Grounds Worker classification shall be designated for all hand operated equipment, and riding lawn mowers. The equipment listed in Appendix 1 is a guideline of equipment used by MEOs, but is not an exhaustive or complete list.

## **ARTICLE XIX: DUTIES OUTSIDE TRADITIONAL JOB ASSIGNMENTS**

Bargaining unit employees will not be required on a regular basis to perform duties that are not typically performed by their job classification.

Bargaining unit members may be required to perform work different from traditional job duties for which the employee does not or has not traditionally performed in order for the University to operate in a more efficient and effective manner.

## **ARTICLE XX: UNIFORMS AND EQUIPMENT**

### Section 20.1 Protective Clothing

The Employer shall maintain the current compliment of protective equipment and clothing.

### Section 20.2 Prescription Safety Glasses

Bargaining unit employees who are subject to assignments or situations necessitating protective eye wear shall be provided safety goggles.

### Section 20.3 Clothing Allowance

The Employer will purchase work clothes with a limit of \$200 per year per employee. The Employer will determine items to be purchased, need of purchase, and place in which purchases are made. Items purchased by Employer are considered university property.

## **ARTICLE XXI: PERSONNEL RECORDS**

### Section 21.1 Personnel Records

In accordance with University policy, an employee's personnel record is available during regular business hours for an employee and/or his/her designee to review. The employee must receive prior approval from his/her supervisor to be released from work to review his/her file. With the exception of routine personnel transaction records, no document, record, letter, or other information may be placed in the employee's personnel file without knowledge of the employee.

### Section 21.2 Right of Inspection and Copies

An employee will be granted the right to inspect his/her official personal records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the appropriate person. The cost of making copies of documents within the file will be

borne by the employee.

### Section 21.3 Removal of Disciplinary Records

All written and verbal warnings, shall be removed from an employee's file after twelve (12) months from date of issuance, provided no further discipline has been issued in that time frame. The request for removal must be made in writing and presented to the Director, Labor Relations, or designee by the employee with a copy sent to the author of the written warning. Removal of records will be from department, division, and Human Resource Services files.

## **ARTICLE XXII: NON-DISCRIMINATION**

### Section 22.1 Prohibition against Discrimination

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Furthermore, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

### Section 22.2 Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue action through the Illinois Educational Labor Relations Board.

## **ARTICLE XXIII: NO STRIKE/NO LOCKOUT**

### Section 23.1 No Strike

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

### Section 23.2 No Lockout

The Employer will not lock out an employee covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

## **ARTICLE XIV: WAGES**

### Section 24.1 Salary Increases

Par. 1 For FY22 (i.e. July 1, 2021 through June 30, 2022) 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 on an across-the-board basis to eligible employees in the bargaining unit.

Par. 2 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.

Par. 3 The Employer retains the right to increase the base rate of pay, which shall not exceed the rate paid to employees currently in the bargaining unit.

Par. 4 New employees shall be hired into the Grounds bargaining unit at the entry (lowest) rate of pay for that classification and will remain at that rate (plus subsequent contractual increases) for one (1) year.

#### Section 24.2 ADVANCEMENT

Par. 1 Employees will move up to the next step in the salary plan after serving the number of years indicated for that classification. Salary increments will be effective at the beginning of the pay period in which the employee's anniversary date falls (i.e. Employee's start date = July 9<sup>th</sup>, then his/her salary increment will be effective July 1<sup>st</sup>; Employee's start date = July 22<sup>nd</sup>, then his/her salary increment will be effective July 16<sup>th</sup>).

Par. 2 The step plan shall be established as follows:

	<b>Start</b>	<b>3 YR Step</b>	<b>6 YR Step</b>
Grounds Worker	\$17.94	\$19.16	\$20.40
Mech. Equip. Op., Asst. Grounds Gardner, Athl. Turf Spec.	\$20.07	\$22.93	\$23.70
Grounds Equip. Mech., Greenhouse Garnder	\$22.08	\$24.71	\$26.08

Par. 3 Except for a promotion within the promotional line, the employee's pay level and advancement is determined by date of status employment in the Grounds Department. Employees promoted within the promotional line will receive rates in accordance with the "pay level" of the employee's pay at the time of promotion.

### **ARTICLE XXV: EXISTING BENEFITS**

#### Section 25.1 CMS Benefit Programs

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs as provided by Central Management Services 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.

No change will be imposed on bargaining unit members unless it is imposed generally on all NIU employees pursuant to CMS requirements. Further, the Employer will assure that employees of the bargaining unit receive the same notice as provided to employees generally affected by such changes.

#### Section 25.2 Board of Trustees Benefit Provisions

During the term of this agreement, all employee benefits, not specifically covered herein, shall be granted to bargaining unit members in accordance with applicable Board and University policies. Improvements in such benefits, which are provided to other university employees and for which bargaining unit members would normally be eligible, shall be extended to bargaining unit employees. In the event of any change in Board and University policies concerning such benefits, the Union shall be notified of such changes that would affect the availability of these benefits for bargaining unit members and the parties agree to meet to negotiate over such changes and any impact of such changes.

University Policies are available on the Human Resource Services website or by request to HRS. A printed version will be made available for employee use in the department.

### **ARTICLE XXVI: MEDIATION**

Should an impasse arise during future negotiations, the parties shall employ the mediation process set out in Section 12 of the Illinois Educational Labor Relations Act.

### **ARTICLE XXVII: PARKING RATES**

All parties recognize that the parking permit rate is set by the Employer

### **ARTICLE XXVIII: SAVINGS CLAUSE**

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.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and practices between the Employer, Union and employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

## **ARTICLE XXIX: DURATION**

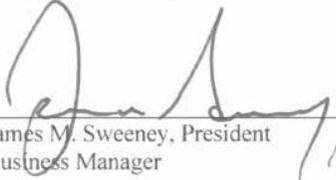
This Agreement shall be effective as of 12:01 a.m. the first day of July, 2021 and shall remain in full force and effect until 11:59 p.m. the thirtieth day of June, 2022, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

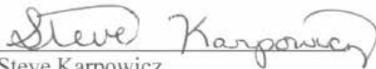
In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**ARTICLE XXX: ACCEPTANCE BY THE PARTIES**

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

**IUOE, LOCAL 150**

  
James M. Sweeney, President  
Business Manager

  
Steve Karpowicz  
Business Representative

**NORTHERN IL. UNIVERSITY**  
Dekalb Campus

**William R. Hodson** Digitally signed by William R. Hodson  
Date: 2021.11.03 10:22:13 -0500

William Hodson  
Senior Associate Vice President and  
Chief Human Resources Officer

  
Jesse Perez, EdD.  
Director, Employee & Labor Relations  
Chief Negotiator

**APPENDIX #1**

MEO EQUIPMENT LIST

311 Grader

314 John Deere

315 John Deere Tractor/Mower

404 John Deere

416 Cat Backhoe

480 Tractor

580 Case Backhoe

All Street Sweepers

660 Skid Loader

670 Bobcat Skid Loader

Hi Ranger

761 Dump Truck

Jacobson Tractor (reel mower)

Kubota Utility Vehicle with attachments

There may be other pieces of equipment that are MEO, based upon the attachment. Examples of MEO attachments are: plows or tillers

Grounds Workers shall be responsible for daily maintenance of equipment. Repairs shall be performed by the Grounds Equipment Mechanic or MEOs.



## REAL ESTATE PROPERTY SALE – ART ANNEX

**Summary:** In September 2019, the Board previously determined the Art Annex warehouse as surplus to the university needs and authorized the property to be sold under the updated provisions of the Illinois Property Control Act (30 ILCS 605/). A reasonable offer has been received for the property at 2239 Sycamore Road, DeKalb IL, and efforts to close the sale may need to move quickly to accommodate the potential buyer's timeline. To provide clarity for the process, this action is to provide clear authorization for President Freeman to accept the offer and, delegate authority to Provost Ingram, Treasure Chinniah and Secretary Edghill-Walden collectively, to sign all related closing documents on behalf of the Board of Trustees in accordance with board regulations section VI, subsection A. 3.

**Background:** The 91,000 square-foot facility on 1.96 acres had been placed on the market in early November 2021. There is active interest in the parcel. After considering the market in the DeKalb area and the condition of this property, if a received offer is considered reasonable, NIU will propose a closing date in December 2021.

Net proceeds from the sale will be placed in a cost center specifically to be used for campus deferred maintenance or emergency repair requirements in accordance with the Illinois Property Control Act.

**Funding:** Revenue generating – Resulting net sale proceeds to be deposited in account conforming to Property Control Act.

**Recommendation:** The University recommends Board of Trustees approval. Updates on the sale process will be provided at future Board meetings.

## ACADEMIC YEAR 2021-22 (FISCAL YEAR 2022) UNIVERSITY GOALS

### AY 2021-22 (FY22) UNIVERSITY GOALS

#### Background/Introduction:

These AY 2021-22 (FY22) goals, created in alignment with NIU's mission, vision and values, are organized according to the six themes presented in our Strategic Action Planning Framework. They are future-focused with both annual and multi-year objectives, consistent with our need to position NIU for long-term success while continuing to address present challenges such as the continued disruption caused by COVID-19.

The goals reflect feedback from across the university community. There is tremendous Huskie pride in our accomplishments and our unwavering commitments to all aspects of NIU's mission. However, faculty, staff and students also recognize that our operating environment is changing, and the university must evolve to respond to new external challenges and ensure long-term success and sustainability. In this context, we will continue to move forward together by establishing shared goals and holding ourselves accountable. In doing this work, we will strive to increase alignment, enhance strategic resource planning and leverage relationships as resources.

#### Increase Alignment

- Incorporate mission, vision and values in decision making throughout colleges and divisions.
- Promote and utilize consistent, equity-minded, data-informed and strategic decision-making approaches.
- Enhance training, leadership and professional development and succession planning.

#### Enhance Strategic Resource Planning

- Implement a multi-year financial model that is responsive to university resource priorities and challenges.
- Utilize a data-informed and transparent process to identify resource needs.
- Identify and allocate resources to academic and administrative areas in alignment with university strategic priorities.

#### Leverage Relationships as Resources

- Explore shared services and partnerships in support of core mission.
- Strengthen relationships with employers, alumni and supporters of NIU.
- Position NIU as a valuable asset and point of strength for the region and the state.

## 1. Empowerment and Shared Responsibility

The long-term success of NIU depends on our ability to respond effectively to looming external challenges, including unpredictable state and federal funding, declining numbers of traditional-age students, greater accountability pressures, new technologies and increasing competition. In this context, shared leadership offers an encompassing framework to foster co-ownership of goals and adoption of processes that emphasize adaptability, interdependence and collaboration. These attributes have been identified as a characteristic of organizations that are adept at learning, innovating, performing and responding effectively to external threats. Moreover, we know from our experience that NIU gets great results when cross-functional teams are empowered to think creatively, express their opinions and develop solutions.

It is for these reasons that shared leadership is a key element of these university goals, along with a multi-year commitment to invest in professional development, access to information and team-based work. These aims are well-aligned with NIU's strategic action planning framework, which emphasizes supporting the development of leaders; communicating transparently and effectively; and creating a culture of shared responsibility.

### Goal 1A

Build capacity for shared leadership across the university to inspire innovation and foster a less risk-averse culture. Accomplish this by:

- Empowering cross-functional teams to address complex institutional problems and pursue opportunities that align with NIU strategic priorities.
- Leveraging partnerships and collaboration to support team-based work directly related to university goals.

*Key indicators of progress: the number of and successful outcomes from teams established to support University Goals 2-6.*

- Providing team members with professional development designed to foster shared leadership and accountability.

*Key indicators of progress: successful delivery of new professional development opportunities; continued improvement in future years in the ModernThink (Great Colleges to Work For®) survey results in categories of collaboration and/or professional development.*

- Recognizing and celebrating the success we have already achieved through shared leadership.

*Key indicators of progress: number of relevant recognitions and celebration events, and associated publicity.*

- Increasing access to information (e.g., forums for brainstorming and sharing successes and failures, improved data-sharing and decision support)

*Key indicators of progress: number of and outcomes from forums held to support employees sharing ideas and making decisions.*

3 AY 2021-22 (FY22) UNIVERSITY GOALS

## Goal 1B

Continue to implement key recommendations developed by FY21 shared leadership initiatives related to remote working and administrative efficiency project prioritization.

*Key indicators of progress related to meeting timelines/milestones advanced in these reports:*

### *Current year*

*For remote working project – deactivate the Work at Home Policy and develop new Remote Work Policy; review other policies, such as Flextime Policy, Bring Your Own Device Policy and technology purchasing/refresh policies; encourage remote working arrangements to be set locally, at the unit-level and create collaborative forums for sharing successes and best practices; update job descriptions to reflect modality options; develop toolkits, templates and processes to support supervisors and employees.*

*For administrative efficiency project – develop prioritization methodology for new project approvals; develop communication templates to update key stakeholders on progress and key milestones and seek recommendations for new projects; work with campus partners to develop and encourage appropriate change management practices in support of new technology and processes.*

### *Multi-year*

*For remote working project – assess impact of remote work on campus spaces (parking, flexible office space, environmental impact, etc.) and respond accordingly; assess impact of remote work on service to students and respond accordingly; continue to develop toolkits and training to support supervisors and employees; offer all mandatory training virtually (recognizing that it might be desirable to retain face-to-face opportunities for reinforcement).*

*For administrative efficiency project – develop prioritization methodology for technology and digitization project approvals and pipeline review; assess impact of implemented technology solutions to staff, faculty and students and respond accordingly; continue to develop toolkits and training to support campus users; offer all training modules virtually.*

## 2. Student Recruitment, Student Success and Student Experience

Guided by our **Strategic Enrollment Management (SEM) Plan**, NIU developed and introduced new programs and strategies designed to make an NIU degree even more accessible, equitable and affordable, such as test-free admission and merit scholarship processes, the **Huskie Pledge** and **Rockford Promise** programs, and the elimination of domestic out-of-state tuition premiums. The positive impact is reflected in growing numbers of new and high-achieving students. For Fall 2021, the freshman total of 2,285 is 325 students more than the original SEM plan target (1,960), and the average high school GPA of the Fall 2021 freshman class is 3.34, the second highest for an entering freshman class at NIU in 10 years. Furthermore, for the first time in recent years, NIU enrollment of U.S. students from outside of Illinois exceeded 1,000.

Disappointingly, even though NIU made significant gains in the size of its freshman class and is experiencing other highly positive enrollment trends, including attracting more U.S. students from outside Illinois, the university experienced a modest decrease in its overall Fall 2021 enrollment, largely attributable to pandemic-

related challenges. Switches in learning modalities (online, in-person, hybrid) and technology deficiencies, along with financial, time-management and personal stresses brought on by the pandemic, made it challenging for our students, particularly freshmen and first-generation students, to stay focused on their studies and engage with support networks designed to help them succeed. Retention of first-year students dipped about 5 percentage points below the pre-pandemic level. These struggles of NIU first-year students reflected nationwide trends.

To respond to the disruptions introduced by COVID-19, the university is revising our original **Strategic Enrollment Management (SEM) Plan (2019-23)** to ensure that the proposed tactics and activities continue to support our overarching enrollment and equity goals. For example, to help with undergraduate retention, the university has moved to a majority of in-person classes while expanding and enhancing tutoring, advising and student financial-planning services. NIU also plans to stay in touch with 2020 first-year students who did not re-enroll in 2021 to offer our continued encouragement and assistance. These actions and others are needed to respond to our dynamic operating environment, to continue to improve outcomes for all students and to respect our mission, vision and values.

## **Goal 2A**

Continue to grow and stabilize NIU enrollment by attracting new students and improving retention rates for continuing students, guided by strategies and targets presented in updated SEM plan as well as related equity plans. Maintain focus on closing equity gaps in retention rates and graduation rates.

- Employ and adhere to health and safety measures that combat the spread of COVID-19 so that NIU can maintain our in-person campus experiences that attract students and enhance their success.

*Key indicators of progress: Sustained commitment to Protecting the Pack, and following public health guidance.*

- Preliminary enrollment target for AY2022-23:
  - *Fails to meet expectations/fails to show progress < 16,150*
  - *16,150 < Meets expectations/shows progress < 16,650*
  - *Exceeds expectations > 16,650*
- SEM Plan 2.0 for FY23-25 is to be delivered to campus in February 2022 and expected to include the elements below. The NIU Board of Trustees will be updated about the SEM Plan 2.0 goals, strategies and objectives at its March 2022 meeting.
- Plan and launch a re-enrollment campaign that targets students who “stopped out” of NIU over the past five years, emphasizing students who did not persist from Spring 2021 to Fall 2021.

*An expanded formal campaign is under development, and critical details such eligibility, incentives, support services and outreach strategies will be decided no later than the end of the Spring 2022 semester.*

- Develop appropriate advising and academic services to support the retention of students who have gaps in their attendance at NIU.

*Key indicators of progress to include increase in number of advisors trained to work specifically with such students; creation of a re-orientation program; creation of at least one graduation pathway that will be attractive to working adults who want to complete their bachelor's degree in a program that uses prior credit and prior learning assessment.*

- Pursue equity goals articulated in our **Higher Learning Commission Quality Initiative Proposal (HLCQIP)** and **Illinois Equity in Attainment (ILEA) Equity Plan** to increase student success by removing structural barriers, adopting appropriate strategies from other partners such as **Every Learner Everywhere**. Briefly, the HLCQIP is focused on decreasing the number of gateway courses that have success rates of less than 80% and reducing equity gaps in those courses. It is part of a more comprehensive effort described in the ILEA Equity plan that features a pre-COVID-19 expectation that these milestones will be reached by Fall 2023:

*- Increase six-year graduation rate by reducing equity gaps for Latinx students to 5% or less.*

*- Increase first-year retention rates by reducing equity gaps for Black new freshmen to 10% or less.*

*- Increase first-year retention by reducing equity gaps for Black transfer students to 6% or less.*

*- Increase the six-year graduation rates by reducing equity gaps for both Black new freshmen and transfer students to 10% or less.*

- Complete the launch of Student Financial Advising Services.

*Metrics and milestones to be completed in FY22 include hiring one additional financial advisor; educating the campus on this useful resource; training and workshops for campus partners, development of a website; move to a physical office location with easy student access; development of a peer advising program and implementing new learning modules.*

## **Goal 2B**

Partner with **Braven** to offer NIU students additional opportunities to build skills, confidence, experiences and networks, thereby enhancing their potential to transition to strong first jobs.

*Key indicators of progress:*

- *Letter of Intent signed October 2021.*
- *MOU signed December 2021.*
- *Launch Fall 2022.*
- *Commitment to scale student participation from 151-300 in FY23 to 951-1000 in FY27.*

## Goal 2C

Use lessons learned from COVID to make our student experience more equitable and engaging.

- Launch and successfully complete a national search for VP Student Affairs.

*Progress indicated by completion of search process milestones and final outcome.*

- Revise Student Code of Conduct guided by recommendations that emerged from the FY21 review, and develop shared framework for an innovative restorative justice practice and process between social justice education and student conduct.

*Key indicators of progress: revised processes (student conduct and student of concern) in place for AY 2022-23 and accompanied by appropriate training for students, community advisors and other relevant faculty and staff; student training developed and presented using language, experiences and norms that students will understand; clear process description including flow-charts and rubrics available on the Student Conduct website.*

- Develop and launch a long-term plan to revitalize Greek life at NIU in collaboration with the NIU Foundation, as well as Greek alumni and students representing the Interfraternity Council (IFC), National Pan-Hellenic Council (NPHC), Panhellenic Association (PHA) and United Greek Council (UGC).

*Key indicators of progress: formation of NIU Task Force on Revitalization of Greek Life; completion of task force assessment of the current state of our Greek community with recommendations for revitalization.*

## 3. Academic Excellence and Curriculum Innovation

Academic disciplines are intellectual communities devoted to the study of a particular subject. As such, they are characterized by shared assumptions, concepts, theories, vocabulary and methods. At universities, disciplines have had a particular institutional structure including an academic department with faculty experts, undergraduate majors and graduate programs; through these, accepted knowledge is shared and new knowledge is created. Disciplines are important because they establish distinct bodies of knowledge to master, skills to acquire and tools and approaches to deploy.

Many contemporary issues demand that scholars work at the intersections and beyond disciplinary boundaries. Increasingly, methods and analytical approaches are moving across disciplines. Moreover, questions are being raised about whether the ways universities organize around disciplinary perspectives inhibit creativity, collaboration, academic excellence and curriculum innovation. These developments do not mean the end to traditional disciplines. Rather, they underscore the importance of preparing students and scholars to build on their disciplinary foundations by broadening their thinking; to teach them to be open to integrating additional concepts, theories and methods; and to accept the legitimacy of work that is transdisciplinary and/or collaborative. The COVID-19 pandemic has underscored our need to provide our undergraduate and graduate students with

academic programs and experiences that are relevant, inclusive, transdisciplinary and integrated with each other. Last year, we began working to realize these aspirations, recognizing that achieving our objectives would be a multi-year endeavor. This year's goals build on the progress we've made over the past 12 months. They also incorporate insights derived from our pandemic response, and approaches put forward in the Illinois Board of Education (IBHE) strategic plan, A Thriving Illinois.

### **Goal 3A**

Continue efforts to identify and remove barriers that inhibit transdisciplinary scholarship and curricular innovation and experimentation; provide positive incentives to faculty, departments and other units to pursue transdisciplinary scholarship and curricular innovation (could include enhanced grad funding, post-doc fellowships or visiting assistant professorships and/or enhanced operating budget through streamlined curriculum).

- Support ongoing work of task forces empowered during FY21 to mitigate barriers to transdisciplinary scholarship and curricular innovation as they produce analyses, recommendations and plans for implementation. Provide groups with professional development focused on shared leadership.

*Key indicators of progress: professional development opportunities; receipt of and action on task force recommendations.*

- Support aspirations of Faculty Senate Social Justice Committee to review and reassess tenure and promotion processes, annual faculty evaluation and the environment for early-career faculty (Note: overlap and synergy with Goal 4B and 4C).

*Key indicators of progress: FSSJC involvement in a formal Community of Practice as an element of Shared Equity Leadership Framework; professional development opportunities.*

- Empower, support and incentivize teams to develop transdisciplinary initiatives in the areas of social, racial and ethnic inequities, environmental justice, STEM education and artificial intelligence/machine learning (AI/ML), encouraging them to frame research questions with multiple lenses and seek to address inequitable conditions. Resultant projects will generate transdisciplinary opportunities for student engagement and learning and could include cross-disciplinary coursework, credentials, capstone experiences for both graduate and undergraduate students, extended research opportunities for students and proposals for academic programs that intersect with these themes. (Note overlap and synergy with Goals 4C and 5B)

*Key indicators of progress:*

*Teams empowered to develop transdisciplinary teaching, learning, research and engagement initiatives; competitive offers extended, and Diversity, Equity and Inclusion (DEI) fellow(s) appointed in at least one of the proposed areas of social, racial and ethnic inequities, environmental justice, STEM education, and AI/ML; continued commitment to invest in three initiatives over three years.*

### Goal 3B

Complete assessment of graduate student programs and experience using metrics developed during FY21 to measure alignment with NIU mission; allocate and reallocate resources accordingly.

*Key indicators of progress: departmental reports due to deans in October; college reports due to provost in March; recommendations to inform curricular process in AY 23-24 with programmatic changes evident in AY 24-25.*

### Goal 3C

Review and refresh strategy for developing and marketing online programs to expand degree and credential opportunities available to non-traditional age students, to improve service to the incumbent workforce and to help students succeed in the workplace of the future. Leverage lessons learned from COVID-19 response and employ appropriate approaches cited in [Illinois Board of Education \(IBHE\) strategic plan](#) to ensure academic programs meet the needs of region and state.

*Key indicators of progress: refreshed marketing and recruitment strategies as well as expanded credential and degree offerings.*

## 4. Diversity, Equity and Inclusion

NIU's commitment to equity, diversity, inclusion and belonging underpins our efforts to foster a welcoming university, to live our values and to realize our mission and vision. We have enacted specific strategies to improve access, academic equity, inclusion and social justice education at NIU, and have been inspired to go beyond to identify, address and eradicate inequitable practices that limit the potential of our students, faculty and staff. Although we have made laudable progress, there is still much more to be done – to diversify our faculty and staff so that it's reflective of our students and region; to review and revise our policies to promote inclusive practices; to provide greater opportunities for professional development; and to co-create a community where all voices are heard, valued and respected. To sustain our momentum, we need to make clear that equity is everyone's work and hold each other accountable. A coherent, overarching leadership framework will facilitate these efforts.

### Goal 4A

Create a Shared Equity Leadership (SEL) model for NIU that will support our efforts to make meaningful and lasting changes in university policies, practices and structures that promote and sustain inequity.

*Key indicators of progress:*

*DRAFT SEL model created, and strategies shared with campus stakeholders for feedback; formation of a formal NIU Equity Community of Practice (CoP); adoption of accountability mechanisms by Equity CoP participants (these might include annual reports or presentations that highlight work, success, challenges and progress toward goals).*

*The NIU Equity CoP will use a shared leadership model to engage departments, committees and commissions whose focus is to advance equity. As part of this process, engagement will include community stakeholders focused on faculty and staff hiring, mentoring, faculty cultural competency and equity (FACCE), anti-racist education, conversations on diversity and equity (CODE) trainings, professional development and*

education, the Truth, Racial Healing and Transformation (TRHT) Campus Center and inclusive student experiences. In addition, the CoP will encourage dialogue across the NIU community on bias, systems and structures that impede the success and advancement of students and BIPOC faculty. This approach will elevate recommendations from the Faculty Senate Social Justice Committee and the Transdisciplinary Scholarship Task Force.

#### **Goal 4B**

Establish Truth, Racial Healing and Transformation (TRHT) Campus Center at NIU with funding received from the **Association of American Colleges & Universities (AAC&U)** subaward funded by Wiley Education Services. (Note: overlap and synergy with Goal 3A and 4C)

*Key indicators of progress: The newly established TRHT center will provide space for social justice, racial healing and restorative justice work. The TRHT will take a trauma-informed approach to promote a campus culture of healing through restorative dialogue; for example, by incorporating programming in student centered healing circles.*

#### **Goal 4C**

Increase the recruitment, hiring, retention and professional advancement of diverse faculty, staff and administrators, using an approach that continues effective practices and introduces innovative strategies and tactics.

- Continue effective practices.

*Key indicators of progress: evidence of sustained effort to deliver programs (e.g., implicit bias training, mentoring programs, position advertisement in diverse publications) to support the retention and success of new faculty of color; and to improve our faculty and staff search processes to reduce bias, achieve diverse applicant pools and ensure fair evaluation of all candidates.*

*Key indicators of progress: planning for and launch of Diversity Opportunity Hire Fund.*

- Support aspirations of Faculty Senate Social Justice Committee (FSSJC) to review and reassess tenure and promotion processes, annual faculty evaluation and the environment for early-career faculty (Note: overlap and synergy with Goals 3A and 4B).

*Key indicators of progress: FSSJC involvement in a formal Community of Practice as an element of Shared Equity Leadership Framework; provision of relevant professional development opportunities.*

- Expand the Diversity, Equity and Inclusion Post-doctoral/Post-graduate Fellowship program that was established by the NIU Division of Academic Diversity Equity and Inclusion and the NIU Division of Research and Innovation Partnerships with the goal of creating a pipeline to diversify the faculty workforce. Seek applicants with perspectives and expertise that will enhance transdisciplinary scholarship at NIU in the areas of social, racial and ethnic inequities, environmental justice, STEM education and artificial intelligence/machine learning (AI/ML) as described under Goal 3A and 5B.

*Key indicators of progress: revised description of Diversity, Equity and Inclusion post-doctoral/post-graduate fellowship program that allows scholars to be hired not only as fellows, but also as visiting, research or instructional faculty; competitive offers extended and DEI fellow(s) hired in at least one of the proposed areas of social, racial and ethnic inequities, environmental justice, STEM education and AI/ML; continued commitment to invest in three initiatives over three years.*

## **5. Research, Scholarship, Artistry and Engagement**

NIU will continue to prepare our students and the communities we serve for a century of change by bringing our resources to bear on complex challenges that benefit from transdisciplinary approaches, such as responding to environmental and ecosystem change and adaptation; advancing technology; preparing for shifting demographics; and interpreting the world around us. In this context, we will leverage NIU's strengths and strategic advantages to address problems of significance facing our university, community and world, while simultaneously advancing institutional innovation and community collaboration in alignment with our priorities.

Acknowledging that shared leadership structures and processes enhance organizational learning, innovation, performance and accountability, we will empower teams made up of faculty, staff and students with diverse and relevant experiences to think and act creatively in support of established and emerging opportunities for transdisciplinary research, scholarship, artistry and engagement. Their efforts will advance our reputation as a Carnegie High Research Activity (R2) university, strengthen our designation as a Carnegie Community Engagement institution and enhance the recognitions that NIU has received from the Association of Public and Land-grant Universities (APLU) as an Innovation & Economic Prosperity University, and from *INSIGHT Into Diversity* as a 2021 Higher Education Excellence in Diversity Award winner.

### **Goal 5A**

Advance development of the Northern Illinois Center for Community Sustainability (NICCS) and the surrounding west campus acreage.

- Continue to develop and position NICCS as NIU's hub in the Illinois Innovation Network.

*Key indicators of progress:*

*- Recruitment of potential collaborators and partners.*

*- Advocacy for release of NICCS funding.*

*- Lectures and programs consistent with NICCS developed and offered to maintain presence and build momentum.*

- Advance vision for west campus by expanding upon the conceptual branding plan and establishing Phase One of an implementation plan for west campus.

*Key indicators of progress:*

- *Action plans for advancing the development of the mission-critical anchor project NICCS.*
- *Scoping of additional west campus facilities tied to current and emerging interdisciplinary research, innovation, engagement and experiential learning priorities, including projects synergistic with the Health Information Technology Center currently in design phase.*
- *Outreach and collaboration framework for potential investors, philanthropists, relevant state and federal agencies and regional business partners.*

### **Goal 5B**

Support selected transdisciplinary work inspired by either the planning process for NICCS or the previous call for Emerging Research Initiatives, specifically transdisciplinary initiatives in the areas of environmental justice, STEM education and artificial intelligence/machine learning (AI/ML) that frame research questions with multiple lenses and seek to address inequitable conditions. Such initiatives can include research, scholarly and creative activities as well as community engagement. The university expects to invest in three initiatives over three years. (Note overlap and synergy with goals 4C, 3A and 5C)

*Key indicators of progress:*

*Teams empowered to develop transdisciplinary teaching, learning, research and engagement initiatives; competitive offers extended and DEI fellow(s) appointed in at least one of the proposed areas of social, racial and ethnic inequities, environmental justice, STEM education and AI/ML; continued commitment to invest in three initiatives over three years.*

### **Goal 5C**

Elevate community collaboration and engagement as key elements of NIU's innovation ecosystem and evidence of the university's commitment to our students, region and state.

- Strengthen community-engaged scholarship infrastructure (multi-year goal).

*Key indicators of progress:*

- *Support efforts to reframe University Outreach Advisory Committee to provide more valuable engagement for members, more strategic purpose for the Division of Outreach, Engagement, and Regional Development and increased alignment among NIU's mission, culture, leadership, resources and practices that support interdisciplinary outreach activities and community engaged learning. (begin immediately)*

- Design and implement Carnegie Engagement Task Force to assess, align and improve institutional processes, policies and reward structures to support community partnerships and integration of community engagement into teaching, learning and research. The work of this task force will help to ensure NIU's continued designation as a Carnegie Engaged Institution. (by end of FY22)

- Informed by work with collaborators, consultation with faculty and feedback from Carnegie Engagement Task Force, determine most strategic set of programs, processes, services and initiatives to effectively facilitate a culture of engaged scholarship; develop metrics and data collection, analysis and reporting methodologies. (plan in FY22, operationalize beginning in FY23)

- Strengthen and celebrate meaningful community partnerships that demonstrate collaborative practices of mutual benefit and reciprocity and a high level of understanding of knowledge assets, cultural wealth and strategic outcomes.

*Key indicators of progress: active participation and positive outcomes of university partnerships with Opportunity DeKalb and other AGN revitalization efforts; Opportunity Unbound and other DCEDC economic development efforts including IGNITE!; DeKalb-area business and non-profits through 40tude and initiatives of the Center for Nonprofit and NGO Studies and other academic programs; Belonging Council; DeKalb County Community Gardens (DCCG); and Safe Passage.*

## **6. Resource Development and Fiscal Responsibility**

NIU's pledge to sustaining an academically responsive and fiscally responsible budget reinforces our commitments to be student-centric, equity-minded and true to our mission, vision and values. To fulfil our responsibilities as a public university, we pursue financial sustainability through a combination of fiscal balance, innovation and entrepreneurship.

After a difficult period over the past decade of declining resources, fiscal deficits and operational challenges, including the COVID pandemic, NIU is ready to begin a growth trajectory that reflects additional student success, expanded research impact and enhanced community partnerships and engagement. Moving forward will require courageous leadership, organizational alignment and hard choices, as our fiscal model is rescaled to match public support and revenue available from tuition, fees and other sources.

Available fiscal resources cannot cover all that NIU wants to do – let alone needs to do – to fulfill our commitments. However, we are not unique; even much wealthier, better-endowed universities face this reality and must be creative in overcoming the associated challenges. We will move forward driven by bold ambitions, exciting priorities and an unwavering commitment to excellence, with a plan to harness and integrate the varied and valuable resources available to us. These assets include not only our financial resources, but also the expertise and ingenuity of our talented faculty and staff, the support of our engaged alumni and donors, the wherewithal of committed partners and collaborators and the additional possibilities created by technology platforms, real estate and prominent academic, research and outreach efforts. We will create, rescale and grow by instituting incentives and investing in shared priorities aligned with our mission, vision and values. Thoughtful, intentional and transparent allocation of resources will position NIU for long-term sustainability and continued success.

## Goal 6A

Continue to refine and implement a multi-year, comprehensive planning and budget process.

- Continue to engage the BoT in a quarterly process to communicate the status and progress toward identified budget milestones and targets.

*Key indicator of progress: Quarterly updates at BoT meetings*

- Focus on the following initiatives to increase NIU's progress toward increasing vendor diversity and expenditures under the Business Enterprise Program (BEP) Act, 30 ILCS 575 and Illinois Procurement Code as amended by Senate Bill 1608 (the Economic Opportunity bill signed March 23, 2021, by Gov. Pritzker).
  - Develop and implement BEP achievement targets for purchased goods and services by categories (e.g., professional services, construction, commodities, etc.) to gain visibility into spending, to understand trends and to identify opportunities to increase participation.
  - Pilot project to document internal equivalents of BEP professional services participation achieved as the result of employee diversity in the Office of the General Counsel.
  - Increase awareness and engagement of NIU business staff to increase BEP participation by designing and delivering training materials, templates and management reporting. These tools will also be used to inform actions at the level of senior leaders and in divisions and colleges.
  - Continue to advocate for enhancements and efficiencies from the state, including those that streamline the registration process for eligible vendors.
- Empower a cross-functional team(s) to develop a transparent, inclusive university budget planning process as part of shared leadership development.

*Key indicators of progress: team(s) named and provided with professional development; timeline created with deliverables and milestones; process fully implemented for FY24 planning.*

- Provide more actionable data and decision support to the university community to help members understand decisions and inform actions. Approach to be informed by APLU Commission on Information, Measurement and Analysis (CIMA) resources, and the NIU success to date with enrollment, course outcome and diversity data in Tableau. Prioritize key initiatives that include continued implementation of Academic Performance Solutions (APS) as decision tool in academic affairs, dashboards related to faculty/staff diversity to inform workforce planning strategy and affirmative action plan compliance, and a student enrollment forecast that can inform decision making at key points throughout the fiscal year. This is a multi-year goal.

*Key indicators of progress: additional Tableau licenses and training provided to university community; New dashboards developed and under development; decision support tools and training available to campus*

*decision makers and influencers; enrollment prediction model in development and/or being tested as planning tool.*

- Continue to pursue opportunities to expand joint purchasing and shared services to control and reduce institutional administrative costs as outlined in the IBHE strategic plan.

*Key indicators of progress: recommendations and actions arising from the Illinois Partnership to Advance Technology in Higher Education (IPATHE) Shared Purchasing Task Force and/or the Shared Purchasing Working Group considering opportunities unrelated to technology (e.g., opportunities to enhance purchasing power and lower unit cost by coordinating activity across engaged public universities, or opportunities to increase BEP achievement through inter-institutional collaboration).*

### **Goal 6B**

Resume campus master facilities and technology planning efforts.

- Advance facilities planning priorities (e.g., NICCS, Health Information Technology Center [HITC], Human Resource Services [HRS] relocation, sale of Hoffman Estates facility) in the context of continued efforts to align physical footprint with evolving academic priorities, changed economic conditions and resumed emphasis on master planning.

*Key indicators to reflect progress on prioritized projects.*

- Technology planning priorities including telephony project and learning spaces technology deployment.

*Key indicators to reflect progress on prioritized projects.*

### **Goal 6C**

Transition from the planning phase to the launch of the initial fundraising phase of a multi-year, comprehensive strategic fundraising campaign.

- To prepare for and complement the campaign's initial phase, focus on organizational readiness in the following areas:
  - *Improve annual fundraising achievement to 30% increase year over year*
  - *Develop and implement full campaign engagement plan for board-level volunteers (both BOT and NIUF).*
  - *Continue building the capacity of academic leaders to fundraise by designing and delivering campaign training program*
- Officially launch the initial campaign phase, the focus of which will be principal and lead gift identification and solicitation, by July 1, 2022.

*Key indicator of progress: successful launch of campaign initial phase by July 1, 2022*

15 AY 2021-22 (FY22) UNIVERSITY GOALS

**Recommendation:** The University requests Board of Trustees approval of the Academic Year 2021-22 (Fiscal Year 2022) University Goals, and a plan for the Board to evaluate the

President's performance against these goals weighted as follows: Empowerment and Shared Responsibility (10%); Student Recruitment, Student Success and Student Experience (20%); Academic Excellence and Curriculum Innovation (15%); Diversity, Equity and Inclusion (15%); Research, Scholarship, Artistry and Engagement (20%); Resources Development and Fiscal Responsibility (20%).