COLLECTIVE BARGAINING AGREEMENT

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

and

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

July 1, 2016 - June 30, 2021
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PREAMBLE

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

Performance by Designee

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

Titles or Heading or Placement

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

Whenever Used in This Agreement:

1. *Academic term* shall mean a semester.

2. *Board* shall mean Board of Trustees of Northern Illinois University legislatively created to “provide for the management, cooperation, control, and maintenance of the Northern Illinois University” (110 ILCS 685/300-1 et seq.). To the extent provided by the Illinois Educational Labor Relations Act (IELRA), the term "Board" shall also refer to any successor agency of the Board of Trustees of Northern Illinois University as designated in the legislative action noted above.

3. *Chapter President* shall mean the President of the Northern Illinois University subdivision of the Instructors’ Unit -- UPI Local #4100.

4. *Credit Hour* shall mean a unit of academic credit assigned by the University in the College Catalog.

5. *Credit Unit Equivalency (CUE)* shall mean the credit which faculty members receive toward workloads for each instructional or non-instructional assignment.

6. *Days* shall mean calendar days unless otherwise specified.

7. *Department* shall mean the University department, division, unit, or other organizational entity in which an employee is primarily employed.

8. *Department Chair* shall mean the person immediately responsible for the University department, division, unit, or other organizational entity in which a bargaining unit member is primarily employed.

9. *Employee* shall mean a member of the bargaining unit described in definition 11.
10. *Grievance* shall mean a complaint that is properly presented in full compliance with Article 11.

11. *Instructors*, unless specified otherwise, shall mean all faculty members in the bargaining unit in the ranks of Faculty Assistants, Instructors, and Lecturers who hold temporary appointments of 50% or more of a normal faculty appointment (see Article 1 - Recognition).

12. *Intercession* shall be defined in accordance with the academic calendar as that period of time following the conclusion of the spring semester and prior to the beginning of the summer session.

13. *Program need* shall mean any and all administrative determinations with respect to curricular requirements, student demand, projected enrollments, courses to be offered, staffing needs, hiring priorities, instructional and other assignments, and budgetary control, as well as any and all aspects of management rights which are encompassed under Article 14. Determinations related to *program need* shall be made by the respective Department Chair.

14. *State Universities Retirement System* (SURS) shall mean the retirement system established by Article 15 of the Illinois Pension Code (40 ILCS 5/15-101 et seq.), or its successor.

15. *Summer session* shall be defined in accordance with the academic calendar as that scheduled academic period during which instructional activities are afforded in an accelerated format during the months of June, July, and August.

16. *Transfer* shall mean a change in the designated department/unit at NIU.

17. *Union* shall mean the University Professionals of Illinois, NIU Instructors’ Unit, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.

18. *Union Officials* shall mean the President, Vice President, Secretary, Treasurer, Chief Negotiator, UPI Executive Board Officer, and Grievance Officer for the NIU Instructors’ Unit, Local #4100.

19. *Union President* shall mean the President of the UPI Statewide Faculty Local #4100.

20. *University* shall mean Northern Illinois University or any successor name for Northern Illinois University.

21. *University President* shall mean the chief administrative officer of Northern Illinois University.

22. *University Provost* shall mean the chief academic officer of Northern Illinois University.
Article 1
RECOGNITION

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

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

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

Nothing contained in this Agreement shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives from meeting with any individual or organization to discuss any matter. The specific and express terms of this Agreement, however, shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.
Article 2
CONSULTATION

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

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

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

1. The Union Chapter President and the University Contract Administrator shall meet periodically for the purpose of discussing matters relevant to the administration of this Agreement or any other mutually agreeable topics. Upon mutual agreement, both parties may invite such other persons as deemed necessary for the proper discussion of mutually selected topics. Such meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.

2. The Northern Illinois University Provost and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.

3. The Vice President for Administration and Human Resources (or designee) and the Union Chapter President shall meet once each semester or as the parties agree for the purpose of discussing mutually agreeable matters related to the Instructors’ bargaining unit. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons who are invited. The meetings shall be held on mutually agreeable dates, and at mutually agreeable times, and in mutually agreeable places. A scheduled meeting may be canceled by agreement of both parties.
Article 3
EMPLOYMENT

3.1 Appointment Letters

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

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

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

3.2 Instructor Appointments

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

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

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

b. If no member of the bargaining unit has the qualifications to fill a position required by program need, a Department Chair may offer an Instructor appointment to a non-bargaining unit member.
c. Appointment Tie-Breaker- If one or more assignments cannot be distributed equally among the affected Instructors, lots will be drawn to determine which Instructor(s) will receive the extra assignments.

d. Any Instructor who receives an annual evaluation of unacceptable (evaluation score = 1) shall not be eligible for reappointment. Additionally, any Instructor who receives two annual evaluations of below average (evaluation score = 2) in any three-year period shall not be eligible for reappointment. All evaluations of 2 (below average) shall require a Remediation Plan in accordance with Article 7.9.

e. All members of the collective bargaining unit will be issued contracts of not less than 9-months' duration and any contracts for less than 9 months will be changed to 9 months. In those cases in which uncertainty over future funding or enrollment prevents NIU from making a firm commitment to a full 9-month contract, the contract shall include the following language allowing for early termination depending on program needs:

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

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

Upon request, an Instructor may have a written, signed notice of contract termination that includes the NIU logo and title of the person signing the notice, which may be sent via NIU email or hard-copy.

3.3 Declaration of Interest

a. By **February 15** of each academic year, Instructors shall notify in writing the Chair of the Department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available appointment for which they are qualified.

b. If an employee's address and/or phone number changes between February 15 and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the Department Chair in writing of that change.

c. By **March 15**, the Department Chair shall develop a listing of all Instructors wishing to have employment in the department in the subsequent academic year, provided that evaluations conducted in accordance with Article 7.2, make them eligible to be considered for reappointment.
3.4 Academic Year Appointments

a. All Instructors with declared interest and eligibility for appointment during the subsequent academic year shall be placed on the primary roster, on the secondary roster, or in the employment pool. The rosters and the pool shall be created in a manner described below.

b. All Instructors on the primary roster will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (i) five or more years of NIU service at 50 percent or more time and (ii) three above average evaluations or better during the last three years. Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the primary roster shall receive notification of their rehiring status on or before May 1.

c. All Instructors on the secondary roster will have the title of Instructors or Faculty Assistants. To be on this roster, employees must have (i) two or more years of NIU service at 50 percent time or more and (ii) three average evaluations or better during the past three years (two consecutive evaluations of average or better in the case of Instructors first entering the secondary roster). Within the roster, employees with the highest overall evaluation scores shall be hired first subject to the conditions of Section 3.2 of this Article. All employees on the secondary roster shall receive notification of their rehiring status on or before the June 1.

d. Instructors or Faculty Assistants who are not on the primary or secondary roster shall be included in an employment pool. To be in this pool, employees can have (i) any number of years of NIU service and (ii) any combination of annual evaluations except those that would disqualify them for rehiring. Department Chairs will consider prior evaluations of employees' performance in making hiring decisions. Notification will be as soon as possible. Individuals without prior service at NIU may be included in the employment pool.

e. Use of Rosters and Pool

1. When determining to whom to offer an appointment, the Department Chair shall give first preference to employees whose names are on the primary roster, second priority to those on the secondary roster, and third consideration to those in the employment pool. All appointments are subject to the conditions of Section 3.2 of this Article. Subject to program need and Instructor qualifications, the Instructors will be re-hired from primary and secondary rosters on a full-time basis (unless otherwise specified in the Instructor’s most recent Declaration of Interest) before proceeding to the next qualified Instructor in the order on the roster.

2. Subject to the conditions of Section 3.2 of this Article, employees with identical mixes of evaluation scores within the same roster will be hired in order of in-department service at the University.
At their January meetings, Chair and Instructors of each department shall agree on procedures to be used in the event that the hiring order of Instructors on the primary and/or secondary rosters cannot be determined because two or more Instructors on the same roster have identical total evaluation scores and identical lengths of in department service at the University. These procedures shall be committed to writing and disseminated to all affected parties no later than February 15. These decisions apply only to the subsequent academic year. If the Chair and the Instructors in a given department cannot reach agreement on how ties in the hiring order are to be broken, the available assignments will be divided equally between or among the Instructors with tied evaluations and seniority.

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

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

<table>
<thead>
<tr>
<th>Initial Employment</th>
<th>Secondary Roster Placement</th>
<th>Primary Roster Placement</th>
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</thead>
<tbody>
<tr>
<td>Fall 2015</td>
<td>Spring 2017</td>
<td>Spring 2020</td>
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<tr>
<td>Spring 2016</td>
<td>Spring 2018</td>
<td>Spring 2021</td>
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<tr>
<td>Fall 2016</td>
<td>Spring 2018</td>
<td>Spring 2021</td>
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<td>Spring 2017</td>
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<td>Fall 2017</td>
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<td>Spring 2019</td>
<td>Spring 2021</td>
<td>Spring 2024</td>
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Other situations will be governed by the appropriate sections of the Agreement.

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

Instructors on either roster who receive an annual evaluation of 2 (below average) shall be removed from the roster and placed in the employment pool for the following year.
i. If an Instructor is removed from the primary roster and placed in the employment pool upon receiving a below average evaluation, and then receives an evaluation of 4 (above average) or 5 (outstanding) for the following year, this Instructor will be placed on the secondary roster. If this Instructor then receives a second consecutive 4 or 5, he/she will be returned to the primary roster.

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

An Instructor who is placed on the primary roster as per Section 3.4b above and who then receives an annual evaluation of 3 (average), shall, if the new evaluation of 3 causes the sum of the three most recent evaluations to fall below 12, be placed on the secondary roster. This Instructor will remain on the secondary roster until the subsequent total of his/her most recent three evaluations is 12 or more (or until a below average evaluation disqualifies him/her for placement on either roster as described above).

<table>
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<tr>
<th>Examples of Evaluation Scores Appropriate for the Different Rosters</th>
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<tbody>
<tr>
<td><strong>Primary Roster</strong></td>
</tr>
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<td>555</td>
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<td>544</td>
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5. All offers of appointment shall be conveyed in writing by the appropriate College Office to the Instructor’s home address (subject to Section 3.3b of this Article). Employees shall have ten (10) days from the date of the offering letter to respond to offers made on or before June 1 as defined by the academic calendar. Offers of appointment that are made after this date, but prior to July 16, shall have a three-week response time. Offers made after July 15 will contain a specific deadline for written response.

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

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

3.5 Optional Three-Year Appointments

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

a. Must be on the primary roster, as defined in Section 3.4b of this Article

b. Must have evaluation scores of 4 (Highly Satisfactory/Above Average) or 5 (Outstanding) for each of the past three years

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

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

3.6 Failure to Notify

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

3.7 Breaks in Service – Credit for Prior Service/Seniority

a. A break in service occurs when an Instructor’s continuous employment is interrupted by a period during which the Instructor is not employed as an Instructor (excluding Summer).
b. Transfers out of the Bargaining Unit that maintain employment at the University are not considered breaks in service and are governed by Article 9 (Transfer).

c. For purposes of determining years of service, any break in service of four (4) consecutive semesters (excluding Summer) or less shall be ignored, with applicable prior service and seniority maintained as if no break had occurred. When a break in service is more than four (4) consecutive semesters (excluding Summer) a new period of employment begins, with no credit allowed for prior service or seniority.

d. Instructors who are rehired after having resigned from the University shall not receive credit for their prior service and seniority; their rehire begins a new period of employment.

e. Leaves of absence, as provided in University regulations, policies and/or this Agreement, for which Instructors have applied and received approval, do not cause a break in service under this Agreement section.

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

### 3.8 Visiting Faculty Appointments

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

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

a. Replacement for a specific tenured or tenure-track faculty member temporarily on leave;

b. To fill a tenure-track position pending completion of a search;

c. Hiring a scholar, artist, or professional with special expertise or acclaim;

d. Exclusions cited in IELRB Case #92-RC-0029-C.

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

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

By September 15 of each year, NIU will inform UPI of any Visiting Faculty appointments of 50% time or more that are excluded from the bargaining unit by the above criteria.
Article 4
PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES

4.1 Assignment of Duties

a. The workload obligations of an Instructor may consist of classroom teaching, laboratory support, field supervision, other related duties, or some combination of these. The obligations of a particular employee will be specified in her/his letter of employment or job description.

b. A full-time workload shall consist of twelve credit hours, or CUES per semester, plus or minus one. The expectation is that the vast majority of Instructors will typically have full-time workloads of twelve credit hours per semester. Twelve credit hours will also be the standard for determining percent time appointments below eleven credit hours, as well as for determining overloads above thirteen hours.

c. In assigning specific courses or other instructional duties as part of workloads, Chairs shall first assign specific courses or instructional duties to Instructors who have successfully taught those courses at NIU or successfully performed those duties at NIU during the past four years.

d. The University and Union shall work together to develop guidelines for Credit Unit Equivalencies (CUE). These guidelines are used to equate the work involved in non-instructional duties with that involved in classroom teaching (see current CUE Guidelines in Appendix A).

e. After January 1 and prior to April 15 of each academic year, either party to this Agreement may recommend specific changes to the Credit Unit Equivalency document (Appendix A). Both parties agree to discuss these recommendations with appropriate representatives from the relevant academic departments. Joint approval by both the Union and University shall be required before any change to this Credit Unit Equivalency document is authorized and implemented.

f. Instructors shall maintain a schedule of at least one office hour each week per every 3 CUES of instruction. Office hours shall be scheduled to allow reasonable access for students and shall be posted. For in-person courses, with adequate, prior posting and prior notification to the Department office, one office hour per week may be scheduled on-line in lieu of traditional office time. For exclusively on-line courses, Instructors shall maintain a schedule of at least one on-line office hour per week for every 3 CUES of on-line instruction.

g. As part of their normal workload and consistent with the CUE document, Instructors are required to attend all departmental and organizational meetings that are relevant to their duties as determined by the Department Chair. The Chair should give reasonable advanced notification of mandatory meetings. Instructors will be required to meet administrative deadlines for submitting routine documents.
h. In the event that written curricular standards are established by a Department (including courses that are part of a sequence and that include multiple sections), the written departmental curricular standards for each course that is assigned will be provided to the Instructor at least one week prior to the start of the term in which the Instructor first teaches the course, or at the beginning of the academic term when such standards are changed. If the course requires specific methods of delivery, common course elements or topics, such as centrally-developed exams or assigned test dates, specific topics and materials, etc., these materials and this information will also be provided to the Instructor. The Department Chair shall have the ability to ensure that the curricular standards are met and any required specific methods of delivery are used by the Instructor.

i. Ordinarily, there shall be no service or scholarship components of the workload obligations of an Instructor. College or Departmental requirements for professional development shall be consistent with the CUE guidelines.

j. If an Instructor is appointed to perform duties which, after completion of the appointment process, are canceled or otherwise not scheduled, the Chair shall have the right, after consulting with the Instructor, to assign alternative duties consistent with the CUE guidelines and Article 4.

4.2 Professional Meetings/Conferences and Work-Related Travel

a. Instructors may request to attend conferences or meetings associated with their professional positions at the University. Upon approval and as designated by the appropriate Chair and/or Dean, employees may be provided release time and/or full or partial reimbursement for expenses in connection with these approved professional activities including professional development activities related to college accreditation guidelines. Written authorization and approval of expenses should typically be provided prior to attendance at such conferences or meetings.

b. Employees may be required at times to attend conferences or meetings directly associated with their professional positions at the University including professional development activities related to college accreditation guidelines. The Instructor may request written confirmation of any such requirement. In accordance with other University policies on this topic, employees shall be reimbursed for expenses directly related to this required assignment. Such requirement and approval of expenses should typically be provided in writing prior to attendance at such conferences or meetings.

4.3 Release Time

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

4.4 Overload

a. Voluntary Overloads

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

b. Involuntary Overloads

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

c. Short-Term Assignments

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

d. To preserve the integrity of academic programs and the quality of education at NIU, Instructors cannot be hired for more than full-time plus 3 CUEs without the express written permission of the Provost’s Office.

e. All overload assignments shall be accompanied by an appointment letter that includes the beginning and ending dates of the appointment as well as the monthly compensation for the period of the appointment.

f. Except for emergency appointments that are made to replace other Instructors or to staff additional courses or sections that are added late to accommodate a surge in student
demand, payments for overload appointments shall be made on the same schedule as an Instructor’s full-time appointment.

4.5 **Outside Consulting or Research, and Outside Employment**

Instructors shall comply with the Board of Trustees Regulation concerning Outside Employment (Regulations, Section II, Subsection B.2 as it may be amended from time-to-time), Item 10, as it may amended from time-to-time), the Conflicts of Interest Policy (Academic Policies and Procedures Manual, Section I, Item 10, as it may be amended from time-to-time), and related State of Illinois laws such as the University Faculty Research and Consulting Act (110 ILCS 100/0.01 et seq., and the State Officials and Employees Ethics Act, 5 ILCS 430, including the submission of an annual report stating the actual amount of time spent in such activity (see the current [Outside Consulting, Research and Outside Employment Policy](#) which includes a Reporting form and answers to FAQs).

4.6 **Summer Session Appointments**

a. Summer school contracts shall be separate and distinct from academic year appointments. In other words, employment during the academic year carries no presumption that an Instructor will be offered a contract to teach during the summer session(i.e., the academic year contractual requirement to re-hire Instructors on a full-time basis according to their order on the primary and secondary rosters before re-hiring lower ranking Instructors on those rosters shall not apply to Summer Session Appointments).

b. Summer school contracts will carry contingencies based on minimum enrollment requirements that are set by the University.

c. Tenured and tenure-track faculty members will be given the highest priority in granting summer session appointments. Subject to program need, Instructors who taught during the immediate preceding academic year will be considered for summer session appointments along with Visiting Professors and graduate assistants.

d. Instructors who are interested in teaching summer school shall notify their Departments Chairs in writing of their interest on or before **December 1** of the respective fiscal year in which the summer school appointment would begin.

Subject to the priorities set forth in paragraph 4.6 (c), above, as well as program need, funding availability, and professional qualifications, Department Chairs shall use the roster system to determine the priority order in which interested Instructors may be offered summer school contracts. In following the roster system, however, no Instructor in any department shall be offered a second summer school course until all qualified Instructors in that department who are interested in teaching summer school are offered one summer school course.
4.7 Intellectual Property

The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports efforts of employees and students to develop products, inventions, and other forms of intellectual property. It is also recognized that the Board, through the University, has certain rights and interests under Federal and State law with regard to intellectual property developed by employees and students. Such intellectual property includes inventions, products, computer software, literary and artistic works. The rights and responsibilities of Instructors regarding intellectual property shall be governed by appropriate regulations and policies adopted by the Board of Trustees and the University as applied to other University employees, including the Academic Policies and Procedures Manual, Intellectual Property Policy, Section 1, Item 6.

4.8 Distance Learning

The rights and responsibilities of Instructors regarding online courses, hybrid or blended courses (face-to-face plus instructional) and distance learning courses (taught at one location but also transmitted to another location) shall be governed by the same policies adopted by the Board and/or the University that apply to other instructional staff (see also Article 4.7 “Intellectual Property” above).
Article 5
ACCREDITATION AND CERTIFICATION

Instructors shall take seriously their professional responsibilities to maintain currency in their respective fields, to meet accreditation and/or certification requirements that apply to them, and to provide the highest possible quality of education for NIU students.
Article 6
PERSONNEL FILES

6.1 Personnel Files

As provided in the Illinois Personnel Record Review Act (820 ILCS § 40/1, et seq.) and University Policies (By-Laws, Article 13; HR Protocols for Personnel Records (see http://www.niu.edu/hrs/resources/policies/personnel_files.shtml), the University shall maintain an official personnel file for each Instructor.

6.2 Written Evaluations

All written evaluations contained in the personnel file shall be signed, except the summaries of students' numerical ratings. Anonymous individual comments shall not be placed in the personnel file. Unsolicited but signed comments from students and solicited evaluations from outside agencies, schools, or hospitals may be viewed by the employee. Names and other identifying information may be deleted from such documents.

6.3 Employee Access

Within three work days following receipt of a written request from an Instructor on a form provided by the University, an Instructor may examine her/his personnel file during the regular business hours of the office in which the file is kept, under such conditions as are necessary to safeguard the integrity and safekeeping of the file. An employee may not examine confidential materials as defined in the Personnel Record Review Act.

6.4 Employee Right to Respond

An employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any non-confidential materials in the personnel file.
Article 7
EVALUATION AND EVALUATION CRITERIA

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

7.1 Annual Meeting

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

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

7.2 Annual Evaluations

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

Instructors should receive annual evaluations from their Department Chair no later than March 15 of the year following the evaluation period. One copy of the evaluation shall be signed by the employee and placed in the personnel file of the employee with a second copy of the evaluation to be given to the employee. At the employee's request, the Chair will provide time to discuss the annual evaluation.
If an Instructor fails to provide an Annual Service Report and/or other required materials by the contract’s established deadline of February 15, the Chair shall send that Instructor a letter or e-mail informing the Instructor that he/she has ten (10) calendar days to provide the missing materials. If the Instructor does not provide the missing materials within ten (10) calendar days following the date of the Chair’s letter or e-mail, the Instructor will be placed in the hiring pool for the upcoming academic year. If the Instructor still fails to provide the missing materials by April 15, the Instructor will receive a final evaluation of 1 (unacceptable) for the prior year.

If an Instructor supplies all of the materials required for an annual evaluation, but the Chair fails to provide an annual evaluation of that Instructor by March 15, a rating of 5 (outstanding) shall be tentatively assigned to that Instructor for hiring purposes until a final evaluation is issued. If the belated issuance of a final evaluation results in the inability of the Instructor to comply with the deadlines described in Section 7.7, the employee’s right to reconsideration shall remain intact and the deadlines extended appropriately.

7.3 Split Appointments

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

7.4 Mandatory Evaluation Materials

When conducting annual evaluations of Instructors, Department Chairs shall take into account:

a. Annual Service Reports due to Department Chairs on February 15th (see Appendix B);

b. Course related materials (e.g. syllabi, handouts, reading lists, exams, quizzes) for which the Instructor is responsible;

c. Quantitative and Qualitative Student Evaluations obtained under standardized procedures (referred to below as “student responses”);

1. When referring to any particular student responses in the Instructor’s evaluation, the Chair shall also note how those student responses compare to the total number of student responses received for the course and the total number of students enrolled in the course.

2. The Chair and the department office staff shall maintain the confidentiality of student responses,
3. Copies of the qualitative student comments shall be provided to the Instructor by the conclusion of the second week of classes of the subsequent semester (if the copies are to be returned to the department, a return date shall be specified).

d. Unsolicited, relevant, and signed student comments;

When referring to any particular student comments in the Instructor’s evaluation, the Chair shall also note how those student comments compare to the total number of student comments received for the course and the total number of students enrolled in the course.

e. Additional criteria if applicable to the assigned duties of the Instructor;

1. On-campus supervision in laboratories, graduate interns or student instructors, evaluations obtained in accordance with procedures established by the department;

2. Off-campus evaluations or written comments or supervision that are supplied by agency, school, or hospital personnel as requested by the Department Chair;

3. Assessment of progress by students in studio classes as determined by juried performances or other methods appropriate to the discipline;

4. Any mixed assignments of classroom instruction with other duties of supervision, laboratory support, studio, or other assignments;

f. Other performance material jointly developed at the annual meeting.

7.5 Optional Evaluation Material

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

a. Observation

1. Observation by a faculty member of NIU selected by the bargaining unit member.

2. Direct observation by the Department Chair or a faculty member of NIU designated by the Chair. The time and date for such observation shall be agreed upon by the bargaining unit member and the observer in advance.

b. Solicited, signed student comments

7.6 Right to Reconsideration

If an Instructor disagrees with his/her annual evaluation, that Instructor should first meet with the Department Chair in an attempt to reconcile their differences. Such meetings shall not
extend the deadlines set forth in Section 7.7 of this Article unless the Instructor and Department Chair jointly agree, in writing, to such an extension.

If this attempt at reconciliation should fail and the employee still disagrees with the annual evaluation, the employee may then initiate a reconsideration process as outlined in Section 7.7 of this Article. The decision of the Reconsideration Committee in this process shall be final. This reconsideration process is afforded as an attempt to provide a third party professional evaluation of an Instructor’s performance based upon guidelines outlined in this Article.

7.7 Reconsideration Procedures

a. On or before March 15, annual evaluations of all departmental Instructors shall be completed for the previous Spring, Summer (if applicable), and Fall semesters.

b. On or before March 25, an Instructor who disagrees with his/her annual evaluation and is unable to reconcile the difference with the Department Chair shall file a written request for reconsideration with their respective College Dean. This request shall include:

1. a copy of the Chair’s written assessment,

2. a written summary of the specific aspects of the Chair’s assessment with which the Instructor disagrees,

3. the Instructor’s summary assessment of their own performance on the 5-point scale described in Article 7., and

4. any evidence specified in Section 7.2 as well as any evidence specified in Section 7.6 that was previously approved by both the Chair and Instructors at the annual meeting that set the evaluative criteria for the period under dispute.

c. On or before April 1, a Reconsideration Committee shall be established to hear the case. This committee shall have three members: one member selected by the Instructor, one member selected by the Department Chair, and one member selected by the other two members. If the two designated members cannot agree on a third member by April 8, they shall so inform the respective University and Union grievance administrators. The grievance administrators shall select the third member of the Reconsideration Committee. In making appointments to Reconsideration Committees, all parties should seek to avoid identifiable conflicts of interest and promote an impartial evaluation of performance.

d. The Reconsideration Committee shall make every reasonable effort to meet and render a final decision by April 17. The Committee shall determine the appropriate rating as outlined in Section 7.2 of this Article. The appropriate Departmental Chair, College Dean, and Instructor shall each be provided a copy of the Committee’s decision.
In conducting its evaluation, the Reconsideration Committee shall follow the procedures set forth in this Article and the annual memorandum governing the evaluations of Instructors in the given department, as described in Section 7.1. The Committee shall base its judgment on those materials specified in Section 7.7. The Committee may also consider relevant materials placed in the Instructor’s personnel file by the Chair along with the Instructor’s written response to those materials, as prescribed in Article 6 of this Agreement. When considering qualitative comments from students in a class, the Committee shall note how those comments compare to the total number of comments received for the course and the total number of students enrolled in the course. The Committee may also consider the relevance of the comments. The Committee shall not consider any additional materials which are not in the personnel file or which are not referenced in those materials specified in Section 7.7 of this Article.

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

e. If the Reconsideration Committee fails to render a final decision before April 17, the employee shall be temporarily placed on the highest roster for which his/her other evaluations and years of service qualify him/her to be placed, using the average of the previous two evaluations as a temporary evaluation in place of the current disputed evaluation. Once the Reconsideration Committee issues a final decision, the employee shall be placed on that roster for which his/her evaluations and years of service entitle him/her to be placed.

7.8 Grievability

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

7.9 Remediation

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

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

7.10 Missing Evaluation Materials

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

7.11 Investigating Performance Issues

Unannounced visits to the classroom by the Chair or his/her designee shall be permitted in instances including, but not limited to, allegations of starting late, early dismissal, inappropriate behavior, and lack of organization or preparedness.

Furthermore, if student comments suggest to a Department Chair or his/her designee that there might be a serious problem with an Instructor's behavior or performance, the Chair shall submit these concerns to appropriate administrative review, which may result in further action. Details of these procedures are outlined in Section 7.12.

7.12 Investigating Qualitative Student Comments

a. If student comments suggest that there might be a serious problem with an Instructor’s behavior or performance (see below), the Department Chair or designee will arrange a meeting to discuss the matter. At a minimum, this meeting should include the Instructor, the Department Chair or designee, the Provost or designee, the designated representative from Human Resource Services, and a representative from UPI. Other concerned individuals may be invited to attend the meeting., including but not limited to, the Dean, the Course Coordinator, and additional UPI representatives. All attendees should respect the confidentiality of the proceedings.

b. What follows is an illustrative rather than exhaustive list of possible student comments concerning types of behavior or performance that might lead a Department Chair to conclude that there is a potentially serious problem:

- Instructor frequently skips class with no announced reason for doing so;
- Instructor frequently comes late to class;
- Instructor frequently ends class early;
- Instructor is hardly ever available during scheduled office hours;
- Instructor is very difficult to understand because of his/her accent;
- Instructor’s breath frequently smells of alcohol;
- Instructor behaves so erratically so as to appear to be on drugs;
- Instructor frequently makes derogatory comments on the basis of race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status of a victim or perceived victim of domestic or sexual violence;
- Instructor engages in conduct and/or behavior that violates the University’s policy prohibiting sexual harassment.

7.13 Continuous Communication

The annual evaluation is the primary tool for personnel decisions. Both parties recognize that continuous feedback and communications are helpful in maintaining optimal performance. Ongoing discussions regarding performance issues and instructional objectives are recommended and encouraged by both parties as it relates to the individual evaluation process. Specifically, Chairs are encouraged to discuss any concerns they may have with an Instructor promptly in order to develop solutions (including possible remediation efforts) to problems that may arise throughout the year.
Article 8
PROGRESSIVE DISCIPLINE

The University subscribes to the tenets of progressive and corrective discipline, and shall only discipline an Instructor prior to the end of his/her appointment term for just cause. Discipline shall not be imposed in a manner intended to publicly embarrass the Instructor and shall be imposed as soon as it is reasonably possible. In the event the University dismisses an Instructor prior to the end of his/her appointment, he/she shall only be entitled to compensation on a pro rata basis for services performed prior to the dismissal.

8.1 Union Representation

Instructors shall have the right to have UPI representation present at all stages of the disciplinary process. If a UPI representative is not available, the Instructor has the right to a reasonable delay in scheduling any disciplinary meeting until a UPI representative is available.

8.2 Informal Steps

The University encourages the maintenance of a positive employee-relations environment that includes effective communication and feedback. Attempts to resolve performance and/or workplace issues informally should occur prior to taking formal disciplinary action.

a. The Chair/Director/Supervisor or designee will meet with the Instructor to discuss relevant issues and/or concerns and provide the Instructor with an opportunity to respond.

b. If the parties agree on a resolution or a process to resolve the matter within 10 working days of the meeting, the Chair/Director/Supervisor or designee shall document the agreed resolution and provide copies to the parties. If the parties do not agree on a resolution, the University may choose to proceed with formal discipline.

8.3 Types of Discipline

Discipline under this Article shall be for just cause and includes a reprimand (either verbal or written), a suspension without pay, or dismissal. Just cause includes but is not limited to: (1) dishonesty or other unethical conduct, including a violation of the State Ethics Act; (2) insubordination; (3) incompetence; (4) failure to perform assigned duties; (5) neglect of duty; (6) Violation of laws or university policies, such as the prohibitions against unlawful discrimination, sexual harassment, illegal use of controlled substances etc.; (7) abuse of the Instructor’s position; or (8) misuse of University resources. The University will follow the principle of progressive discipline with the understanding, however, that the gravity or seriousness of the involved conduct may justify the immediate imposition of more serious disciplinary consequences, including dismissal, without first having to apply lesser forms of discipline. University representatives will meet with the affected Instructor and his/her UPI representative during any disciplinary investigation that may lead to discipline.
a. Verbal Reprimand

If warranted by the conduct and/or behavior of the Instructor, and/or if informal conciliation efforts have been unsuccessful, a verbal reprimand may be issued. The Union will be notified of the time and place of the meeting at which time the verbal reprimand will be communicated. Documentation of the verbal reprimand will be placed in the Instructor’s departmental file. The Instructor may review the written documentation of the verbal reprimand and provide a response to the reprimand prior to placement in the file.

b. Written Reprimand

If warranted by the conduct and/or behavior of the Instructor, a written reprimand may be issued to the Instructor. The Union will be notified of the time and place of the meeting at which the written reprimand will be delivered. A copy of the reprimand will be placed in the Instructor’s permanent HRS personnel record and departmental file.

c. Suspension Without Pay

If warranted by the conduct and/or behavior of the Instructor and/or if the problem is not resolved by the implementation of the written reprimand as described above, the Dean of the College or other appropriate University administrator may recommend suspension from work without pay. The Instructor will be provided with an opportunity to respond to the recommendation for a suspension during a pre-suspension hearing to be conducted by HRS. The University shall immediately inform the Instructor and the Union, in a document sent to the Instructor’s home address, of the intent to recommend suspension, the reason(s) for the proposed action and the right of the Instructor to be represented by the Union during any subsequent hearing. A request for a pre-suspension hearing must be submitted in writing by or on behalf of the Instructor to HRS within (10) working days after notification of the recommended action.

The Union and the Instructor will be notified of the time and place of the pre-suspension hearing.

The Instructor may be suspended from work without pay if the pre-suspension hearing was not timely requested or, if the pre-suspension hearing was held, as provided in the post-hearing decision issued by HRS.

d. Dismissal

If the undesirable behavior continues following the suspension, and/or if warranted by the conduct and/or behavior of the Instructor, the Provost’s Office may elect to initiate dismissal for cause procedures. Instructors may request a pre-dismissal hearing with a designee of HRS for review of the decision to terminate the Instructor’s appointment. Notification in writing of the intent to dismiss the Instructor for cause shall be provided to the Instructor and the Union and shall include the specific facts and/or reasons for the
recommendation, and inform the Instructor of the right to request a pre-dismissal hearing conducted by HRS. Such request must be submitted in writing to the Director of Academic Employee and Labor Relations within 15 (fifteen) work days from the date of the notification. Pending this requested review, the Instructor may be removed from all University duties and roster placements and suspended with pay pending conclusion of the hearing process. If the Instructor prevails, the Instructor shall be entitled to receive a full restoration of seniority until the date of the reinstatement.

The dismissal shall be fully implemented (1) when a hearing was not timely requested or (2) if the pre-dismissal hearing was held, as provided in the post-hearing decision issued by HRS.

8.4 Removal of Discipline from Personnel File

Upon written request by the Instructor, written reprimands shall be removed from the Instructor’s permanent HRS personnel file after three (3) years have elapsed, provided no further related discipline has been issued in that timeframe. Each Instructor shall have the right to review his/her personnel file to ensure removal.
Article 9
TRANSFER

9.1 Program-Initiated Transfers

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

9.2 Within-Unit Transfers

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

9.3 University-Initiated Outside-Unit Transfers

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

9.4 Instructor-Initiated Outside-Unit Transfers

Instructors who apply for and accept Civil Service or Supportive Professional Staff positions at NIU shall not be treated as University-initiated transfers and will not, therefore, be covered by the other provisions of Article 9.
Article 10
FINANCIAL EXIGENCE

10.1 Employee Layoffs

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

10.2 Order of Retention

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

10.3 Relocation Efforts

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

10.4 Notification of Reinstatement

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

10.5 Employee Benefits

An employee who is laid off may continue to be eligible for the benefits of the state group insurance program and may continue to participate in the State Universities Retirement System subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
Article 11
GRIEVANCE PROCEDURE

11.1 Purpose

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

11.2 Definition – Grievance

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

11.3 Definition – Grievant

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

11.4 Representation

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

11.5 Content of Grievance – Grievance Form

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

11.6 Compliance with Procedure

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

11.7 Procedures for Handling Grievances

a. Step 1

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

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

b. Step 2

If the decision or grievance resolution proposed by the University Grievance Administrator is not acceptable to the grievant, the grievant may file a written request for review with the appropriate College Dean. Any such request for review must be filed within ten (10) days following receipt by the grievant of the Step 1 decision and must set forth with specificity the reasons the grievant believes the decision or proposed resolution is unacceptable. The Dean, or her/his designee, will meet with the grievant within twenty (20) days of receipt of the request for review. The Dean, or her/his designee, may also involve appropriate University
administrators, faculty members, graduate assistants, and staff in this meeting for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within twenty-five (25) days of the conclusion of this meeting, the Dean, or her/his designee, will issue to the grievant a written decision either denying the grievance or proposing a grievance resolution. A copy of this decision will be provided to the President of the local Union Chapter.

c. Step 3

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

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

d. Withdrawal of Grievance

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

e. Mutual Agreement to Waive Grievance Steps

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

f. Step 4 – Arbitration

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

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

b. The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, except as they may be applicable to this Agreement. Except to the extent that they are applied to bargaining unit members in ways inconsistent with the expressed terms of this agreement, Board of Trustees’ Regulations and By-Laws as well as University Rules and Policies shall not be subject to arbitration. Laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. Matters related to any contract provision not subject to the grievance procedure of this Agreement shall not be subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator’s interpretation of the meaning or application of this Agreement to the facts of the grievance presented.

c. Arbitration Time and Place

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

d. Arbitration Fees and Costs

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

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

11.10 Miscellaneous Provisions Related to Grievance-Arbitration

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

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

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

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

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

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

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

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Throughout the disposition cycle of the grievance, the grievant shall fulfill her/his professional responsibilities as assigned. The decision or award of the arbitrator shall be final and binding upon the University, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified mail, return receipt requested, or via an overnight express service offering delivery verification (e.g. UPS, FedEx, USPS) to the office or last known home address
of the addressee. Communications to individual Instructors should be addressed to their last known home addresses and not to their offices.

Grievance hearings and arbitration proceedings shall be held on mutually agreed upon dates, at mutually agreed upon times, and in mutually agreed upon locations.
Article 12
NO STRIKE – NO LOCKOUT

12.1 No Strike

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

12.2 No Lockout

The University Administration agrees that it will not lock out any of the bargaining unit members covered by this Agreement during its term.
Article 13
NON-DISCRIMINATION AND WORKPLACE BULLYING POLICY
STATEMENT AND PROCEDURES

13.1 Non-Discrimination/Harassment Policy Statement

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

13.2 Workplace Bullying

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

13.3 Uniform Bullying Policy

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

Following such consultation, University policies pertaining to workplace bullying will be applicable to the bargaining unit. Notwithstanding implementation of a specific workplace bullying policy, the university considers workplace bullying to be included under applicable and existing policies pertaining to non-discrimination and harassment prevention in the workplace. Accordingly, and until a specific supplemental policy is implemented pursuant to this section, an Affirmative Action complaint of prohibited bullying may be filed utilizing the policies and procedures contained on the Discrimination/Affirmative Action Complaint section located on the Ethics and Compliance Office website to discuss the complaint or to file a formal complaint form.
Human Resource Services will notify the UPI Chapter President if a formal complaint is filed with respect to alleged actions of a member of the bargaining unit and will keep the Chapter President apprised of the status of the complaint.
Article 14
MANAGEMENT RIGHTS

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

The Board’s exercise of its rights, powers, privileges, duties, responsibilities, and authority, as well as the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific express terms of this Agreement.
Article 15
UNION RIGHTS

15.1 Intra-Campus Mail Services

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

15.2 University Facilities and Equipment

a. Union officials may use their University-assigned offices, telephones, and equipment for activities directly related to the administration of this Agreement or the development of a successor agreement, provided that this usage does not interfere with the performance of their regular duties as employees of the University. The Union shall be solely responsible for all of its other expenses, including but not limited to such things as secretarial service, office supplies, computer software, printing and duplicating, and long distance telephone usage.

b. Use of other campus facilities by the Union shall be subject to and in accordance with University and Board policies and regulations on the use and scheduling of physical facilities, including payment of customary charges, that are set by the University for the use of such facilities.

15.3 Provision of Materials

Upon receipt of a written request, departmental hiring rosters and pool listings will be transmitted to the Union Chapter President in electronic format. At the beginning of each academic year, the University shall provide the Union Chapter President a list of employees represented by this Collective Bargaining Agreement. The Union agrees to assist the University in verifying any roster or list while maintaining confidentiality in terms of the evaluation portion of these documents. Both parties understand that any roster or list so submitted is subject to verification and/or correction.

15.4 Release Time

a. Subject to the provisions outlined below, the University will provide release time to specific bargaining unit members for the sole purpose of administering this Agreement. Specifically and for the duration of this Agreement, the University shall designate (6) CUEs for the Fall Semester and (6) CUEs for the Spring Semester to the designated Union officials representing the bargaining unit. All CUEs associated with release time will be paid at the overload rate (see Article 20).

b. No later than July 31 of each calendar year encompassed by this Agreement, the Union shall specify which members of the bargaining unit shall receive release time during each semester pursuant to these release time provisions. The University may require
certification that release time activities remain limited to the purposes described above in this section.

c. The Union and any individual assigned release time in accordance with this Article shall indemnify and hold harmless the Board of Trustees and Northern Illinois University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any forms of liability (monetary or otherwise) that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with the above provisions of this Article and Section, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provision.

15.5 Nondiscrimination

In accordance with applicable federal and Illinois state law, neither the University nor the Union shall discriminate against any employee covered by this Agreement because of lawful Union membership or non-membership activity or status.
Article 16
DUES CHECK OFF and PROPORTIONATE/FAIR SHARE

16.1 Dues Deduction

In accordance with the State Salary and Annuity Withholding Act (5 ILCS 365/1, et seq.) the University Administration will deduct union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration from the salary of a bargaining unit member who provides the University with a written authorization to make such deduction.

16.2 Dues Remittance

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

16.3 Termination of Dues Deduction

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

16.4 Direct Collection of Union Dues

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

16.5 Fines/Penalties/Special Assessments

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

16.6 Proportionate/Fair Share

a. Upon this provision taking effect, the Union shall certify to the Employer a proportionate share amount not to exceed the dues uniformly required of members of the Union in conformity with federal and state law and rules of the Illinois Educational Labor Relations Board (IELRB).

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

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

c. The Union and Board shall comply with all applicable rules of the IELRB concerning notice, objections, and related matters contained in its "fair share" rules and procedures. It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.

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

e. Union dues and Proportionate/Fair Share deductions shall be remitted to the Union from the University in accordance with this Section and forwarding instructions provided in
the affidavit of certification provided by the Union. Proportionate/Fair Share fees deducted from the pay of bargaining unit members who file objections in accordance with applicable policies and procedures shall be remitted to the appropriate escrow account in accordance with rules and procedures of the IELRB.

16.7 Notification of Change in Union Dues/Proportionate/Fair Share Fees

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

16.8 Limitations

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

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

16.9 Indemnification/Union Responsibility

The Union shall indemnify, defend, and hold the Board, the University, and its members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit, or any form of liability (monetary or otherwise), including attorney’s fees and costs arising from the deduction of membership dues and Proportionate/Fair Share fees established by the Union and communicated to the University Administration in compliance with this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues and Proportionate/Fair Share fees once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of Union dues or Proportionate/Fair Share fees that the University Administration has agreed to deduct.
Article 17
FACILITIES AND EQUIPMENT

17.1 General Facilities and Equipment

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

In accordance with applicable University policy and procedures, University facilities, equipment, or personnel shall be used only for University business.
Article 18
NOTICE OF POSITIONS

18.1 New Instructor Positions

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

18.2 Tenure-Track Vacancies

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

The granting of a preliminary interview does not guarantee that an Instructor will be granted a final interview or be offered the position.
Article 19
BENEFITS AND LEAVES

19.1 Central Management Services (CMS) Benefit Programs

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

19.2 Board of Trustees Benefit Provisions

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

19.3 Child Care

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

19.4 Sick Leave/Sick Leave Bank

Bargaining unit members shall receive accumulative and non-accumulative sick leave in accordance with campus policies for employees holding temporary assignments. Bargaining unit employees are also extended the opportunity to participate in the applicable sick leave bank option in accordance with campus policies for employees holding temporary assignments. Any cap on sick leave accumulated by Instructors in accordance with this section shall not be less than 75 days for the duration of the agreement. Eligible bargaining unit members shall also be granted benefits and entitlements established under the Family and Medical Leave Act of 1993 as amended in accordance with University policies. Additionally,
bargaining unit members shall be eligible for disability benefits as provided by the State Universities Retirement System and subject to applicable limitation policies and procedures.

If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee’s accrued cumulative sick leave will be maintained on the University’s records until:

a. the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days,

or

b. until the employee leaves the employment of the University, at which point an employee shall be entitled to a lump sum payment or service credit in accordance with SURS policies.

19.5 Vacation

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

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

19.6 Educational Leave

Instructors may be granted an educational leave with pay as provided in the Regulations of the Board of Trustees and University Policy (www. Niu.edu/board/regs/section II.shtml) and University policy (https://hrs.niu.edu/go/leave-absence).

19.7 Benefits While on Paid Leave

a. An employee on approved leave while on pay status may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement system, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.
b. Upon return to the University from a leave while on pay status, an employee’s salary shall be adjusted to reflect across-the-board increases which the employee would have received if not on leave.

19.8 Benefits While on Unpaid Leave

a. An employee on approved leave without pay may continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement System, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System.

b. Upon return to the University from an unpaid leave, an employee’s salary shall be adjusted to reflect across-the board increases which the employee would have received if not on leave.
Article 20

SALARY

20.1 FY17-21 Full-Time Appointments

a. The University will grant each Instructor salary adjustments as follows: FY2017, zero percent; FY2018, three percent according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2019, salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2020, two percent if the Instructor is on the roster at any time during the last four consecutive regular semesters, or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; and FY2021, two percent if the Instructor is on the roster at any time during the last four consecutive regular semesters, or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater.

20.2 FY17-21 Part-Time Appointments

The salary adjustments provided for in Section 20.1 above shall apply pro rata to Instructors who receive less than full-time appointments in the bargaining unit during the particular fiscal year.

20.3 Additional Compensation

a. Summer Session

Summer session assignments shall be compensated on the basis of the employee's monthly salary for the immediately preceding academic year. Specifically, an employee shall receive one month's salary for teaching a course with three or four credit hours or for fulfilling an assignment of three CUEs during the summer session. Other assignments shall be compensated on a pro rata basis, with each credit hour or CUE being worth one-third of a month's salary. Assignments in excess of six credit hours or six CUEs shall be compensated in accordance with Section 20.3 c below.

b. Grant/Contract Salaries

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

Beginning with the 2017-2018 academic year, an Instructor who is assigned duties in excess of the top of the relevant range of workload obligations specified in Article 4, Section 1, or in excess of six credit hours in a summer session shall be compensated for the excess work at the rate of at least $1,166 per credit hour or credit unit equivalency.

**20.4 Twelve-Month Payment Option**

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

**20.5 Minimum Salaries**

a. Effective August 16, 2016, an Instructor who has a master’s or doctoral degree and is appointed to a full-time position in the bargaining unit for or during the 2016-17 academic year shall be appointed to at least a minimum salary of $3,887 per month.

b. Effective August 16, 2016, an Instructor who has a bachelor’s degree and is appointed to a full-time position in the bargaining unit for or during the 2016-17 academic year shall be appointed to at least a minimum salary of $2,968 per month.

c. The minima in a. and b. of this Section 20.3(as agreed by NIU and UPI) will be increased in the succeeding years of the term of this Agreement according to this schedule: FY2017, zero percent; FY2018, three percent according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2019, salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year; FY2020, two percent or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; and FY2021, two percent or salary adjustment according to campus-wide salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater.
Article 21
DURATION – TERMINATION

21.1 Duration of Agreement

This Agreement shall become effective as of July 1, 2016, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2021. This Agreement shall automatically be reviewed from year to year thereafter unless either party notifies the other in writing not more than one hundred and twenty (12) days nor less than ninety (90) days to June 30, 2021, or June 30 of a subsequent year in the event of its automatic renewal, that it desires to modify its terms. Negotiations for a Successor Agreement shall begin on a mutually agreed upon date and at a mutually agreed upon time and place after the written notification required by this paragraph has been served upon the other party.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to June 30, 2021, or the anniversary/expiration date of a subsequent year in the event of its automatic renewal. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

21.2 Zipper Clause

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

This Agreement constitutes the sole and entire existing agreement between the parties and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

21.3 Authority

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

Applicable federal and state laws;

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

Board of Trustees Regulations, NIU’s Constitution and Bylaws, the Academic Policies and Procedures Manual, as well as the Undergraduate and Graduate Catalogs that are in effect during the appointment of an Instructor;
Policies, procedures, and provisions of employment as established by Northern Illinois University.

21.4 Savings Clause

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

ACCEPTANCE BY THE PARTIES

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

Northern Illinois University
Board of Trustees

University Professionals
OF ILLINOIS – LOCAL #4100

John Miller, President
Local #4100

UNION’S BARGAINING TEAM

Keith Nyquist, Chapter President
Appendix A
CREDIT UNIT EQUIVALENCIES

Northern Illinois University
Instructors’ Unit

I. These guidelines for credit unit equivalencies (CUEs) were prepared by the University and the Union to meet the conditions of Article 4 of the BOT-UPI Collective Bargaining Agreement. These guidelines were also formulated in a context where a full-time teaching load is defined as twelve, plus or minus one, credit hours per semester. Assignments of duties under these guidelines are intended to reflect the current practice, as well as the time and effort required of the Instructors.

II. Except as specified below, the credit hours assigned to a course will be the same as those published in the current Undergraduate and Graduate Catalogs of Northern Illinois University found at http://catalog.niu.edu. No credit for any activity shall be granted unless the Department Chair assigns the Instructor to perform that activity.

III. Definitions

1. **Cluster Courses** refer to courses with different catalog numbers that are all offered at the same time in the same room. Example: A Zoology Instructor teaches ZOO 101, ZOO 303, ZOO 404, and ZOO 505 on Mondays, Wednesdays, and Fridays from 1:00 to 1:50 p.m. in Room 1313 of Zulauf.

2. **Course Multipliers** refers to devices that are used to adjust the credit hours for those courses where the workload is greater or lesser than the credit hours would imply. Example: A Zoology internship that carries 15 credit hours but involves about nine to ten hours per week of the Instructor’s time has a multiplier of .2 to make this work assignment equivalent to that of a normal three hour course (15 x .2 = 3).

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

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

3. **Multiple Preparations** refer to teaching assignments that involve courses with different catalog numbers and cover different bodies of substantive knowledge. Example: An Instructor who teaches one section of Introductory Zoology, one section of Vertebrate Zoology, and two sections of Invertebrate Zoology has three course preparations.
IV. Courses with Multipliers

1. Zero Credit Courses

    TLEE 460 (1) 0.00 x credit hours

    COMS 407 (1-3)

    ENGL 495 (1-3) ENGL 600 (3)

    EPSY 382 (0)

    FCNS 256 (1-3) FCNS 393 (1-3) FCNS 394 (1-3) FCNS 356 (1-3) FCNS 460 (1-3) FCNS 701 (1-3) FCNS 710 (1-3)

    NURS 350 (1-3) NURS 499 (1-3)

    AHCD 444 (1-6) AHCD 499 (1-3)

Cluster Courses
Cross-Listed Courses
Honors Capstone
Embedded Honors

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

2. Reduced Credit Hour Courses

    ILAS 502 (3) 0.33 x credit hours

Independent Study (1-6)

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

- COMS 357 (4) 0.75 x credit hours
- COMS 358 (4)
- STAT 301 (4)

4. Labor Intensive Courses

- OMIS 351 (3) 1.33 x credit hours
- ENGL303 (3) 1.33 x credit hours

5. Nursing Clinical Experiences 1.50 x credit hours

- NURS 303 (2)
- NURS 313 (2)
- NURS 333 (2)
- NURS 323 (2)
- NURS 343 (2)
- NURS 433 (2)
- NURS 443 (2)
- NURS 453 (4)

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

6. Other Nursing Clinical Experiences

- NURS 463 (3) 1.25 x credit hours

V. Internship and Practicum Type Courses

1. Enrollment Driven Workload Courses

- FINA 458 (3) 0.10 CUEs per student

- MGMT456 (3)
- MGMT458 (1-6)

- OMIS 458 (3-6)

- KNPE 492 (1-2)
  1-15 students 1 CUE per semester
  >15 students 2 CUEs per semester
2. Fixed Workload Courses

CAHC 550 (1-6)
CAHC 586 (1-6)
CAHA 586 (3-9)

ENGL 528 (3-12)
ENGL 696 (3)

ETT 586 (6)
ETT 786 (6)

FCNS 475 (12)
FCNS 431 (2-15)
FCNS 474 (7)
FCNS 490 (6-12)

LEEA 586 (3-12)
LEEA 686 (3-12)
EPFE 586 (1-9)

LEBM 511 (1-6)
LEBM 586 (3-12)
LEBM 686 (3-12)

LTIC 587 (1-6)
TLIC 585A (3-6)
LTIC 589 or TLIC 589x (1-6)

PSYC 553 (1-3)
PSYC 554 (1-3)

KNPE 493 (All sections) 6 CUEs per semester

3. Parallel Workload Courses

ART 489 (1-6) CUEs same as student credit hours
VI. Course Coordinators

1. No Load Courses

All 200, 300 and 400 level CSCI courses

MATH 101
MATH 110
MATH 155
MATH 201

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

2. Minimal Load Courses

MATH 402

3 CUEs per year

3. Average Load Courses

ACCY 206
ACCY 207
COMS 100
COMS 100P (fall semester only)

CAHC 211 (3)

ENGL 102
ENGL 103

MATH 110P

3 CUEs per semester

VII. Instructionally Related Assignments

1. Advising

MATH—MATH ED and Teacher Certification Students

3 CUEs per semester

2. Coordinators of Learning Laboratories

COMS Media Lab
ENGL ESL Lab

COMS 100P and Learning Labs
Director of Mathematics Assistance Center (MAC)

9 CUEs per year
6 CUEs per semester
3. Tutors

ENGL ESL Lab 3 CUEs per semester
Writers Workshop
University Writing Center
ENGL Networked Writing and Research Lab

4. Other

ENGL Teacher Intern Training 3 CUEs per semester
CLAS Certification Coordinator 12 CUEs per semester
6 CUEs per Summer

KNPE Exercise Physiology Laboratory Technician
Fall and Spring Semesters 6 CUEs each semester
Summer Semester 3 CUEs

KNPE FIT Program Director
Fall & Spring semesters 3 CUEs each semester

VIII. Student Teacher Preparation  - College of Education

1. Student Teaching Supervision in the College of Education

Teaching Load in Early Childhood, Elementary Education, and Visually-Impaired Education will be:

Students in 1-11 Schools: 0.375 CUEs per student per quarter or 0.750 CUEs per student per semester
Students in 11.05-14 Schools: 0.430 CUEs per student per quarter or 0.860 CUEs per student per semester

Teaching load in **Special Education** will be

Students in 1-14 Schools: 0.430 CUEs per student per quarter

2. Clinical Courses

EPS 282X/TLEE 282 (1) 3 CUEs
KNPE 300 (1) 2 CUEs
MLTL 302(1) 2 CUEs
MLTL 303 (1) 2 CUEs
MLTL 304 (1) 3 CUEs
### Clinical Course

Clinical course shall not count in determining the number of course preparation for Instructors in the College of Education.

The above listed clinical courses will have a maximum of 30 student per section.

### IX. Over-Enrollment

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

<table>
<thead>
<tr>
<th>For Classes Containing:</th>
<th>Any Increase over:</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 or under</td>
<td>25%</td>
</tr>
<tr>
<td>21-60</td>
<td>30%</td>
</tr>
<tr>
<td>61-100</td>
<td>35%</td>
</tr>
</tbody>
</table>

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

### Exceptions:

- Only over-enrollments assigned by the Chair shall be eligible for CUE adjustments;
- Large lecture courses in which evaluation is based heavily on machine-scored exams are not contact intensive, regardless of enrollment;
- Courses which rely heavily on guest speakers where the Instructor’s role is limited to organizing and/or facilitating the course are not contact intensive, regardless of enrollment;
For courses that are team-taught by several faculty, only one will get credit for over-enrollment;

- CUE adjustments will not be made if teaching assistants are assigned to deal with the extra work associated with the course;
- In determining historical trends, on-campus course sections will be compared only to on-campus course sections and off-campus course sections will be compared only to off-campus sections;
- Summer school classes that are covered by separate contracts;
- All off-campus classes that are offered for cohorts of students who enter and progress through degree/certification programs together; and
- Classes offered for less than three credit hours (one credit-hour course overloads will be adjusted by 0.33 CUE and two credit-hour course overloads will be adjusted by 0.67 CUE).

X. Student Teaching - Colleges other than Education

1. Pre-Clinical Experience and Intermediate Experience

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

2. Student Teaching

   a. Liberal Arts and Sciences 0.67 CUE per student
   b. Visual & Performing Arts 0.67 CUE per student

3. Travel Time

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

XI. One-on-one Studio Instruction

Music: Voice and Instrument 0.50 CUE per student (1 hour Instruction)
       0.25 CUE per student (1/2 hour Instruction)

Art: Art and Design 0.50 CUE per student

XII. Summer Employment in English Department

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

XIII. Multiple Preparations (This Article has changed effective 3/20/2018. Please refer to the Memorandum of Understanding on Multiple Preparations attached at the end of this Agreement for updated/current language.)

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

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

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

XIV. Travel Time Adjustment

1. No travel time adjustment is given if only one off-campus course is assigned to an Instructor in a given semester.

2. For the second and each additional off-campus course that is assigned in a given semester, an adjustment of .04 CUEs will be awarded for each required round-trip of more than 60 miles up to a maximum of 1 CUE per course. Travel time is to be determined from the department’s main office or the employee’s home address, whichever is closer to the site of the off-campus course.

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

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

4. These CUE guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off-campus assignments.
XV. Other Non-Instructional Activities

At the sole discretion of the Department Chair and with the prior approval of the Dean of the relevant college, an Instructor may be assigned to other non-instructional activities that directly support the mission of the department. The CUEs to be credited for such activities shall be individually negotiated and mutually agreed upon prior to the commencement of the activity. These positions will be defined by job descriptions that (a) are developed by Department Chairs in consultation with the affected employees and (b) are approved by the Dean of the relevant college and the Provost.

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

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

XVI. Extra Compensation

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

- Making occasional presentations in seminars, workshops, or other classes;
- Preparing cadavers for anatomy courses;
- Proctoring GMAT exams;
- Participating in other testing programs;
- Serving as day trip or summer camp director;
- Providing language interpretation for foreign dignitaries while on campus;
- Opportunities to earn extra compensation will continue to be available for Instructors through individually negotiated contracts.
APPENDIX B  
Annual Service Report of Instructors  
January – December _____

Note: This format for annual service report is recommended for a broad range of assignments. All categories of this report outline may not be applicable to all assignments. Any deviations from this recommended format shall be jointly determined at the annual meeting referenced in the Evaluation Article 7 in the Collective Bargaining Agreement. Provide information only for the items relevant to your assignments during the evaluation calendar year and submit the report to your department chair by the deadline established in the Collective Bargaining Agreement.

Instructor’s Name: ____________________________________________________________  Date Submitted: mm/dd/yyyy

Department/School: ___________________________________________________________

1. Teaching Responsibility
   a. List Courses Taught: Additional Information can include (but not limited to) Type of Load such as Regular or Overload, online or face-to-face, etc.

<table>
<thead>
<tr>
<th>Semester Year</th>
<th>Course No. and Title (Credits), Section #</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   b. List efforts undertaken to improve teaching (including but not limited to participation in teaching effectiveness programs – include date, title, duration, and sponsor; introduction of new or innovative teaching techniques, technology, teaching materials, etc.). Include details.

c. List Contributions to Curricula or Academic Program (including but not limited to curricular revisions, development of new courses or programs, evaluation of current program or curricula, etc., including details such as date, role in the contribution, and approval or outcomes.)

2. Course-Related Materials (including but not limited to syllabus, course-related presentation materials, course activities such as homework, laboratory/studio exercises, projects, exams, etc.). Provide actual materials or samples that highlight information provided for 1b and 1c.

3. Supervisory or Administrative Duties (if assigned as part of workload) – Provide details.

4. List Other Information Relevant to Assigned Duties (including but not limited to department/ college/university committee work, publications, conference presentations, research, service to professional societies, professional public service, special circumstances or challenges related to assigned duties, etc.). Include where applicable details such as role, bibliographic data or explanation.

5. List Other Items, if any, Jointly-Decided at the Annual Meeting – Provide details.
Memorandum of Understanding
Confidentiality Agreement

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

For the University    Date    For the Union    Date
MEMORANDUM OF UNDERSTANDING
NORTHERN ILLINOIS UNIVERSITY COLLEGE OF BUSINESS

ACADEMIC AND PROFESSIONAL QUALIFICATIONS
FOR INSTRUCTIONAL PRACTITIONERS AND SCHOLARLY PRACTITIONERS

This Memorandum of Understanding (MOU) provides the standards and qualifications for Instructors in the College of Business for an Instructional Practitioners and Scholarly Practitioners as provided by The Association to Advance Collegiate Schools of Business (AACSB), the accrediting association for the College of Business. The University and UPI agree as negotiated between both parties, the standards and qualifications for a Scholarly Practitioner is on a voluntary basis by the Instructor and will not be required. This MOU shall be considered executed upon the date both the University and UPI sign below.

Background

The Association to Advance Collegiate Schools of Business (AACSB) is the accrediting association for the College of Business. The accreditation standards include a standard for evaluating all faculty in terms of qualifications and engagement. Instructors can be classified in one of two categories.

The qualifications for Instructional Practitioners (IP) include master's degrees in disciplines related to their teaching areas and when hired, had current professional experience, substantial in duration and level of responsibility, and clearly linked to assigned teaching areas. Sustaining IP status requires relevant professional engagement activities and interactions. Nearly all faculty hired initially as Instructors will be classified as Instructional Practitioners. The qualifications for Scholarly Practitioners (SP) are similar to IP qualifications in terms of academic preparation and professional experience, but they focus more on academic/scholarship activities to remain current and relevant in their teaching areas. Sustaining SP status requires relevant academic/scholarship and related activities.

All Instructional Practitioners are expected to demonstrate evidence of continuing commitment to professional engagement activities and interactions which support subject matter competence in their teaching areas. A non-exhaustive list of relevant activities and interactions is included in Table One. Instructional Practitioners must generate a minimum of 50 points over a five-calendar-year time period, constituting a rolling average of 10 points per year. Points have been assigned to activities based on their relative impact on their contribution to maintaining professional competence in an Instructor’s teaching areas.

Relevance and Enhancement

After the activity and point value have been identified, the point value is adjusted by two factors: relevance and enhancement. Relevance simply means that the activity is related to the subject matter of the Instructor’s teaching areas. Enhancement means that the activity has increased the Instructor’s knowledge or understanding of the subject matter.
For any activity identified by an Instructor to be considered, it must first be relevant to the Instructor's teaching areas. The relevance factor has four levels: High = 1.00, Medium High = .75, Medium = .50, Medium Low = .25. If an activity has been deemed relevant, the enhancement factor is then applied and it also has four levels: High = 1.00, Medium High = .75, Medium = .50, Medium Low = .25. Each activity identified by an Instructor would be assigned the point value for that activity. The point value would be multiplied by the relevance level and by the enhancement level and totaled. See Appendix One for example.

The Department Chair will determine the point value for each activity identified by an Instructor and determine the total points for the calendar year. The Chair will complete a written report for each Instructor identifying how the point values for each activity were determined. If an Instructor disagrees with the Chair's determination of the point value for an activity, the Instructor may ask the Chair for an explanation and reconsideration. Refer to Articles 7.8 and 7.9 in the Collective Bargaining Agreement for details.

Implementation will begin January 1 for the 2016 calendar year. Points earned under the current system for each of the preceding four years (2015, 2014, 2013, 2012) will be used to determine the rolling five-year average. If an evaluation of prior years' activities using the new system results in a higher number of points, the Instructor may use the higher points. Instructors must accumulate sufficient points in 2016 and subsequent years to maintain Instructional Practitioners' status.

**Changing from Instructional Practitioner to Scholarly Practitioner**

Some Instructors hired initially as Instructional Practitioners might, over time, focus more on academic/scholarship activities to remain current and relevant in their teaching areas. These Instructors might be more accurately categorized as Scholarly Practitioners (SP).

Instructors categorized as Scholarly Practitioners must demonstrate evidence of continuing academic commitment to advancing their teaching and research abilities as well as continuing some professional interactions. Instructors can demonstrate continuing commitment to advancing their abilities by (1) producing significant intellectual contributions, (2) participating in events to advance their teaching, and (3) participating in some professional development activities.

To maintain Scholarly Practitioners status, an Instructor must meet expectations for teaching effectiveness and provide evidence of meeting the following performance criteria over a five-year period.

1. Publish at least one business-related paper in peer-reviewed, English-language journal and at least one other intellectual contribution*.

2. Participate in at least two teaching-related development activity which may include the following:
a. Participate in a session or panel discussion on a teaching-related topic at an academic conference
b. Participate in a practitioner conference related to teaching responsibilities
c. Develop and/or teaching a professional workshop (NIU or externally sponsored)
d. Participate in a teaching-related workshop (NIU or externally sponsored)

*Other intellectual contributions: Peer-reived journals, Editorial-reviewed journal and articles, Peer-reviewed academic/professional meeting presentations, Competitive research awards received, Textbooks, Case studies, Professional practice standards or Public policy

For the University 11/19/19

For the Union 11/15/2015
<table>
<thead>
<tr>
<th>RELATED EMPLOYMENT AND CONSULTING</th>
<th>Relevance</th>
<th>Enhancement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time Job</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Part-time Job</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Business Ownership</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Consulting -100+ hours/year</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Consulting- 65-99 hours/year</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Consulting- 30-64 hours/year</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Consulting- 5-29 hours/year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Board of Directors</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROFESSIONAL DEVELOPMENT</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Peer reviewed prof journal article</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>New textbook</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Revise textbook</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>New textbook chapter</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>New textbook supplements</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Review or pilot a textbook</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Revise textbook chapter</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Achieve professional certification</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Complete a course</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Present at a professional conference</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Conduct a seminar/workshop at prof conference</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Panel/discussant at prof conference</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Editor of a professional journal</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Editorial review board for prof journal</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Create/deliver professional program</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Create instructional materials</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Teach existing course first time</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Create a new course</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>ELC coach/semester</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>ELC consultant/semester</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Attend conferences, workshops, seminars</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Attend college-sponsored presentations</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

Other professional development activities (1-5 pts)

*Activities to improve teaching competence 1
(*Maximum three points per year)
APPENDIX ONE
Example for Determining Relevance and Enhancement Point Value

Example: An Instructor identifies a workshop that he/she attended and explains the nature/content of the workshop, particularly the parts of the workshop that were relevant to the subject matter and if the case, enhanced the knowledge of the subject matter. The Instructor has the responsibility of providing sufficient explanation of the activity to help the Department Chair determine the level of relevance and the level of enhancement. The Instructor can suggest appropriate levels and then discuss with the Chair, at least the first time the activity is identified by the Instructor.

Activity: Attend a workshop

Point Value: 2

Relevance: Determined to be High = 1.00. Point value of 2 multiplied by relevance level of 1.00 = 2 points

Enhancement: Determined to be Medium = .50. Point value of 2 multiplied by enhancement level of .50 = 1 point.

Total points for this activity: 3
Conclusion

Department Chairs will include the ACCSB Standards in the Annual Meeting for discussion in the Instructors Annual Evaluation criteria with agreement Scholarly Practitioner Standards are voluntary by the Instructor. The Instructor Qualification and Engagement will be criteria included in the Instructor Service Report and will be incorporated into the Instructor’s Annual Evaluation. Instructors need to keep documentation and consult with Department Chairs regarding Appropriateness of related activities.

Department Chairs will provide a written record of both yearly and five-year cumulative point totals on the Instructor’s Annual Evaluation.

The College of Business will provide financial support for activities that contribute significantly to maintaining professional competence. The significance of the activity and the level of support will be determined by the Department Chair, and the Dean.

Either party to this agreement may recommend specific changes to the Memorandum. The University and UPI agree to discuss these recommendations. Joint approval by the University and UPI is required before any change to this document is authorized and implemented.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between Northern Illinois University (NIU) Board of Trustees (Employer) and the NIU Instructors' Unit, Local 4100 of the University Professional of Illinois, AFT, IFT, and AFL-CIO (Bargaining Unit), jointly referred to as the "Parties".

Upon signing of this Memorandum and as allowed by Article 4.1.e of the 2016-2021 Collective Bargaining Agreement, the Parties agree that effective July 1, 2018, the following language will replace the existing "Appendix A. XIII. Multiple Preparations" article of the 2016-2021 Collective Bargaining Agreement.

XIII. Multiple Preparations

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

In counting preparations, the following shall not be included: KNPE activity classes, zero credit courses, cluster courses (see definition in Appendix A. III.1) laboratory sections of courses, studio instruction, practica, internships, independent study, nursing clinicals, student teaching, and other courses that do not require substantial preparation. Multiple level courses (for example, 400/500 level courses) shall be considered as one preparation. NIU and UPI must agree before other types of courses that are not listed here can be excluded in counting number of preparations.

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

Signed by:

__________________________________________  For NIU

__________________________________________  For UPI
Appendix

Grievance Form

1. GRIEVANT: 
   Name
   Address
   Telephone Number

2. PROVISION(S) OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED (Cite both article and section number):
   ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________

3. DATE VIOLATION ALLEGEDLY COMMITTED:
   ______________________________________

4. STATEMENT OF GRIEVANCE (Be specific as to acts or omissions complained of and committed alleged violations):
   ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________

5. STATEMENT OF THE HARM CLAIMED TO HAVE RESULTED FROM ALLEGED VIOLATION:
   ______________________________________
   ______________________________________
   ______________________________________
6. REMEDY SOUGHT:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

7. LISTING OF DOCUMENTS RELATED TO ALLEGED VIOLATION AND/OR HARM:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

8. REPRESENTATION:

____ I CHOOSE TO REPRESENT MYSELF

____ I CHOOSE TO BE REPRESENTED BY UPI

DATE ___________________________ GRIEVANT SIGNATURE ___________________________

DATE ___________________________ UNION GRIEVANCE OFFICER ___________________________

(Required only if Grievant chooses to be represented by UPI)
MEMORANDUM OF UNDERSTANDING

Between Northern Illinois University and University Professionals of Illinois, AFT, IFT, and AFL-CIO, Local 4100 (UPI)

Preamble

The purpose of the MOU is to memorialize the understandings that the parties have about how the extraordinary circumstances affect the existing collective bargaining agreement (CBA). Neither party is attempting to use the COVID-19 pandemic as a way to leverage any advantage. The parties note that, because the pandemic is a dynamic situation, further bargaining may be needed to address future developments.

General Terms of the MOU

Unless modified by the MOU below, to address the extraordinary circumstances of the COVID-19 pandemic as established in the Governor’s Executive Order, all terms of the current CBA will remain in place. This MOU has been created on a non-precedent setting basis. Consequently, it does not establish any precedent with regards to how any future comparable situation may be addressed.

1. Teaching Modality and Remote Work for Fall 2020

a. The Employer shall not compel or direct bargaining unit members to teach in person. This includes decisions by bargaining unit members to move a course with in-person components to a remote course during the semester.

b. In the event that a bargaining unit member moves a course with in-person components to a remote course during the semester, the bargaining unit member will do so with notification and collaboration with the chair/director/supervisor to ensure continuity of teaching for students.

c. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process, including, but not limited to scheduling and evaluations, for their choice of course modality.

d. Moving a course to non-face-to-face instruction during the pandemic sets no precedent for that course being taught online once the Employer returns to regular operations. Chairs/Directors/Supervisors maintain the authority to make determinations regarding course scheduling.

e. The Employer shall not compel or direct bargaining unit members to attend in-person meetings.
2. Evaluation of Teaching

a. The Employer shall conduct student evaluations consistent with university policy. Consistent with Article 7.2, Instructors must provide an Annual Service Report for calendar year 2020 to their Department Chair by February 15, 2021. At that time, each Instructor will provide their Chair in writing their irrevocable choice among the following two options for 2020 annual evaluation review:

   (1) The annual evaluation score (Article 7.2) provided to the Instructor for calendar year 2019, will carried forward for calendar year 2020; or,

   (2) the Instructor’s 2020 Annual Service Report will be evaluated by the Department Chair using the criteria agreed upon at the 2020 Annual Meeting, including the mandatory use of student course evaluation data consistent with Article 7.4 (Spring 2020 and Fall 2020). The Department Chair will provide each Instructor with their annual evaluation no later than March 15, 2021 based upon the Instructor’s choice of the two evaluation options for 2020 and Article 7. This choice and process will only be utilized in the 2020 annual evaluation process for Instructors.

b. If the Instructor elects annual evaluation option #2 (indicated above) the union agrees the Instructor will submit and use Spring 2020 student evaluations for the calendar year 2020 annual evaluation. Also, the UPI Union agrees the signed memorandum of understanding signed and dated July 20, 2020, Section Evaluations, first paragraph, Spring 2020 student evaluations will not be invoked for the Instructors calendar year 2020 evaluation.

c. If an Instructor has not received his or her Fall 2020 student evaluation scores from the Department by Monday, February 8, 2021, then the February 15, 2021 decision deadline will be pushed back five business days from the receipt of the evaluation scores.

3. Intellectual Property

a. For any course materials bargaining unit members move to Employer online platforms, the parties agree that they are “traditional academic copyrightable works” as defined in the Employer’s Intellectual Property Policy (Section I, Item 6 II.e, also referenced in Article 4.7 of the CBA). As specified in the Employer’s Intellectual Property Policy (Section I, Item 6 IV.b) the employer shall not claim ownership to “traditional academic copyrightable works.”

b. The Employer will continue to attempt to meet the needs for computer hardware and software as needed on a case-by-case basis as referenced in Article 17.1 per the CBA. The employer will allow Instructors to use their office computers at home, with supervisor permission and following current NIU property control policy and procedures.

c. The Employer shall hold bargaining unit members harmless for any unintentional data breach that might occur, that is not willful or negligent on the part of the bargaining unit member, when they are using equipment that is not issued by the Employer.
4. Health and Safety

a. This MOU is entered into with the intent of mitigating as many potential health and safety consequences of the return to in-person teaching upon UPI bargaining members as possible. The parties recognize that any effort to address health and safety during the pandemic can only function to reduce risk, not to eliminate it.

b. The parties agree that “NIU Protecting the Pack” is an advisory document related to health and safety issues in the classroom, on campus, in buildings, and COVID-19 testing.

c. Both parties recognize that NIU’s recommendations and policies in response to COVID-19 may change with public health guidance and new information about the virus. The employer shall provide timely notification to the union regarding substantive revisions the “Protecting the Pack” document.

d. Bargaining unit members shall have the option to stop instruction in any class session if they believe it is unsafe to continue.

e. All teaching rooms shall be thoroughly cleaned and disinfected between classes by professional cleaning staff, using CDC guidelines regarding appropriate cleaning supplies. Each classroom shall contain a notice showing when that classroom was last cleaned.

f. Upon request by bargaining unit members teaching on campus, employer shall provide two cloth masks. Additionally, bargaining unit members who are teaching face to face, upon request, will be provided with one KN95-type mask per week and for any week they are teaching on campus face to face. Bargaining unit members who are teaching face to face, upon request, will be provided with a face shield. A supply of disposable masks will be maintained in each department office for use by bargaining unit members, staff and students who may have a need for a mask.

g. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process for requesting people to comply with safety rules.

h. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process for reporting violations of the Employer’s health and safety rules and guidelines.

i. The Employer shall not use #CampusClear or other risk management collected data for any purpose other than screening and monitoring for COVID-19 related issues. The Employer warrants that the vendor provides identifiers in the data that are encrypted and hashed and only accessible by NIU. Users can delete their data at any time through the app. Once the institution as a whole is done using the app, everything else is deleted. The vendor will not provide the data collected to any entity other than the Employer, unless mandated by municipal, county, state, or federal law.
j. Bargaining unit members who have been ordered or advised to quarantine due to COVID-19 tests and/or COVID-19 symptoms shall be eligible to take Family First Coronavirus Leave through December 31, 2020 should they be unable to continue work or work remotely.

k. Bargaining unit members who have been ordered or advised to quarantine due to COVID-19 tests for themselves or a household member shall be eligible to take Family First Coronavirus Leave through December 31, 2020 should they be unable to continue to work or work remotely.

l. In spaces in which face to face teaching will take place, the Employer shall continue to operate and maintain portable air purifiers with High Efficiency Particulate Air (HEPA) filters.

5. COVID-19 Testing

a. The employer will continue to provide symptomatic and surveillance COVID-19 testing for students residing on campus in NIU residential facilities, for those taking classes in which physical distancing and/or mask wearing may be difficult and for faculty and staff members that is in operation upon the execution of this MOU.

b. All test results shall be available as quickly as practicable.

c. Employees and students who have tested positive for COVID-19 shall not to return to face to face classroom instruction until receiving authorization and guidance from a health provider or a Public Health Department.

d. Employer shall provide daily updates during days of normal university operations of positive COVID-19 cases within the student, faculty, and staff.

Returning to Normal Operations

The Employer will inform the union as it considers returning to normal operations.

The Employer will utilize best practices consistent with the appropriate CDC and state of Illinois guidelines or regulations in cleaning, hygiene, and social distancing with respect to COVID-19 when reopening campus facilities. In the event that there is a conflict between CDC guidelines, which are advisory, and regulations mandated by the state of Illinois, NIU shall follow state of Illinois regulations.

________________________________________  ____________________  ____________________
Northern Illinois University  Date  Executive Vice President and Provost

________________________________________  ____________________
University Professionals of Illinois, AFT, IFT,  Date
And AFL-CIO, Local 4100 (UPI)
MEMORANDUM OF UNDERSTANDING

Between Northern Illinois University and University Professionals of Illinois, AFT, IFT, and AFL-CIO, Local 4100 (UPI)

Preamble

The purpose of the MOU is to memorialize the understandings that the parties for the Spring 2021 semester, addressing the extraordinary circumstances affect the existing collective bargaining agreement (CBA). Neither party is attempting to use the COVID-19 pandemic as a way to leverage any advantage. The parties note that, because the pandemic is a dynamic situation, further bargaining may be needed to address future developments.

General Terms of the MOU

Unless modified by the MOU below, to address the extraordinary circumstances of the COVID-19 pandemic as established in the Governor’s Executive Order, all terms of the current CBA will remain in place. This MOU has been created on a non-precedent setting basis. Consequently, it does not establish any precedent with regards to how any future comparable situation may be addressed.

Terms from the Fall 2020 MOU

The parties agree to carry over sections 1, 3, and 4 of the Fall 2020 MOU into the Spring 2021 Semester. The following details new testing protocols for the Spring 2021 Semester:

a. The employer will continue to provide symptomatic and surveillance COVID-19 testing during the Spring 2021 Semester. NIU has partnered with the SHIELD Illinois testing program developed by the University of Illinois, which will allow for more students, faculty, and staff to be tested, for testing to occur more frequently and for faster reporting of results. As practicable, the Employer will test students living on campus every two weeks throughout the semester, and those students will be required to complete a gateway test prior to move-in in January. The Employer will test all students and faculty participating in classes held entirely in person on a rotating basis every four weeks, as practicable.

b. All test results shall be available as quickly as practicable. Both parties acknowledge that COVID-19 testing is being conducted by a third party. NIU shall not be responsible for delays in testing results due to the fault of the testing provider.

c. Employees and students who have tested positive for COVID-19 shall not return to face to face classroom instruction until receiving authorization and guidance from a health provider or a Public Health Department.

d. The employer shall provide daily updates during days of normal university operations of positive COVID-19 cases within the student, faculty, and staff via the Campus COVID-19 Dashboard.

e. Wastewater testing will begin in January 2021 in collaboration with the Kishwaukee Water Reclamation District and will provide a longitudinal, broad surveillance of trends and potential spikes in SARS-CoV-2 incidence on campus and the city of DeKalb.
f. Bargaining unit members included in surveillance testing protocols are required to comply with testing requirements.

**Annual Meetings for 2021 – Article 7.1**

The Annual Meeting to discuss the 2021 Annual Evaluations will be conducted by **March 31, 2021**. Department Chairs will conduct a meeting of all Instructors within their departments to discuss the mandatory and optional materials to be used for the annual evaluation of performance during the calendar year. The procedures to be employed in obtaining optional information and materials shall be determined jointly by the Department Chair and the Instructors within the department. Relative weights given to evaluation materials and expectations of performance shall also be discussed at the meeting.

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

_________________________   __________________  
Northern Illinois University     Date
Executive Vice President and Provost

_________________________   __________________  
University Professionals of Illinois, AFT, IFT,     Date
And AFL-CIO, Local 4100 (UPI)
Memorandum of Understanding

Between

Northern Illinois University (NIU)

And

United Faculty Alliance/University Professionals of Illinois (UFA/UPi)

And UPI Instructors Union

COVID-19 Academic Year 2021-2022

Effective through June 30, 2022

Preamble: The purpose of the MOU is to memorialize the understandings that the parties have about how the extraordinary circumstances affect existing collective bargaining agreements. No party is attempting to use the COVID-19 pandemic as a way to leverage any advantage. The parties note that, because the pandemic is a dynamic situation, further bargaining may be needed to address future developments.

General Terms of the MOU: Unless otherwise agreed to herein, this document is intended to address the extraordinary circumstances of the COVID-19 pandemic. All terms of current collective bargaining agreements will remain in place. This agreement has been created on a non-precedent setting basis. Consequently, it does not establish any precedent with regard to how any future comparable situations may be addressed. Except where explicitly noted in Section 2, this MOU pertains to both United Faculty Alliance and the Instructors Union.

Section 1. Teaching modality and remote work for Academic Year 2021-2022

a. The employer shall make determinations regarding course modality with input from bargaining unit members based upon program need, student success, and the health and safety of the NIU community unless the State of Illinois Coronavirus Response level falls back to Phase 4 or lower during the 2021-2022 Academic Year, or, based upon NIU SHIELD surveillance testing, the weekly average campus positivity rate for days on which testing takes place reaches 8% or above. If the State of Illinois Coronavirus Response level falls back to Phase 4 or lower, or, based upon NIU SHIELD surveillance testing the weekly average campus positivity rate for days on which testing takes place reaches 8% or above, bargaining unit members shall have the right to change their course modality in consultation with their department chair. In the circumstances above, the determination regarding course modality reverts to the Employer if the conditions established above return to Phase 5 and a weekly campus surveillance testing positivity rate falls below 8%. Both parties agree that should course modalities change during a semester, clearly communicating such changes to students is an important priority for student success and well-being.

b. The employer shall allow immunocompromised bargaining unit members as defined by the CDC on the date of the execution of this agreement and as may be amended by the CDC, to work remotely until they are advised by their physician that it is safe for them to
return to work in person. The employer shall allow bargaining unit members who are primary care givers of an immunocompromised person as defined by the CDC on the date of the execution of this agreement and as may be amended by the CDC, to work remotely until they are advised by their physician that it is safe for them to return to work in person.

c. In the event that a bargaining unit member moves a course with in-person components to a remote course under the provisions of this agreement, the bargaining unit member will do so with notification and collaboration with the chair/director/supervisor to ensure continuity of teaching for students.

d. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process, including but not limited to merit reviews, annual evaluations, and promotion and tenure evaluations, as the result of any change in course modality.

e. Moving a course to non-face-to-face instruction during the pandemic sets no precedent for that course being taught online once the Employer returns to regular operations. Chairs/Directors/Supervisors maintain the authority to make determinations regarding course scheduling.

f. The Employer shall not compel or direct bargaining unit members to attend in-person meetings or other in-person events. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process, including but not limited to merit reviews, annual evaluations, and promotion and tenure evaluations, for attending meetings remotely or for not attending in-person events.

g. For any meeting with an in-person component, the Employer shall use a room large enough for physical distancing where practicable.

h. Bargaining unit members may hold virtual office hours instead of in-person office hours in consultation with the chair/director/supervisor.

i. Unless the bargaining unit member gives written permission (email is acceptable), the employer shall not schedule in-person students and remote students simultaneously in a class meeting. The employer shall not retaliate against bargaining unit members for their decisions about teaching in this manner.

j. Any bargaining unit member who is expected to teach in person and online shall be able to access training assistance through the Center for Innovative Teaching and Learning.

Section 2.1 Evaluation of teaching: Professorial Faculty

a. The parties acknowledge that the pandemic could have a negative effect on teaching. Units are encouraged to take this into account in evaluating 2021 and 2022 Faculty Service Reports.

b. UFA members who are teaching a dual modality course under the provisions of Section 1 (i) of this agreement for the first time (scheduled simultaneous online and in-person instruction for most class sessions) in either the Fall 2021 or Spring 2022 semester, have the right to not include student evaluations for that course in their Faculty Service Reports.
c. For bargaining unit members teaching in a dual modality course under the provisions of Section 1 (i) of this agreement for the first time (scheduled simultaneous online and in-person instruction for most class sessions) who chooses not to report their Fall 2021 students course evaluation data in their Faculty Service Report for 2021, departments, schools and colleges shall not use the lack of reported data to inform evaluations. Bargaining unit members shall not be disadvantaged as a result of a decision not to utilize student course evaluations during Fall 2021. Units are encouraged to appropriately address this in personnel processes within their department and school.

Section 2.2 Evaluation of teaching: Instructional Faculty

a. The Employer shall conduct student evaluations consistent with university policy. Consistent with Article 7.2, Instructors must provide an Annual Service Report for 2021 to their Department Chair by February 15, 2022.

b. Department Chairs will assess 2021 student evaluation data for Instructors in their department compared to academic years 2017, 2018, and 2019, as data is available. If the 2021 mean student evaluation scores in a department are lower than the mean of those previous years, the Department Chair shall increase the student evaluation scores for all Instructors by the difference between the mean student evaluation scores in the department for 2017, 2018, and 2019, and the mean student evaluation scores in the department for 2021. The parties agree that the assessment of bargaining unit members in a pool that includes all the faculty in the department is a temporary measure in response to the pandemic and shall not set a precedent for future evaluations of bargaining unit members.

Section 3. Evaluations of scholarly, research, artistic and creative work

a. The parties acknowledge that the pandemic could have a negative effect on the productivity of UFA bargaining unit members in their scholarly, research, artistic and creative work.

b. The effects of the disruptions caused by the pandemic on the research programs of bargaining unit members may have future ramifications.

c. In the evaluations of 2021 Faculty Service Reports, research, scholarship and/or artistry shall be evaluated using existing department/school criteria. In Faculty Service Reports, bargaining unit members may note reduced activity due to the effects of the pandemic. Units are encouraged to appropriately address this in personnel processes within their department and school.

d. If a UFA bargaining unit member had a conference paper for presentation accepted and the conference was cancelled in response to the pandemic, the Employer shall credit the bargaining unit member as if the paper had been given, consistent with discipline norms. In the visual and performing arts, if a bargaining unit member had a gallery show or performance cancelled due to the pandemic, the Employer shall credit the bargaining unit member as if the show or performance took place.
Section 4. Intellectual property

a. For any course materials bargaining unit members move to Employer online platforms, the parties agree that they are “traditional academic copyrightable works” as defined in the Employer’s Intellectual Property Policy (Section I, Item 6 II.e, also referenced in article 14 of the collective bargaining agreement). As specified in the Employer’s Intellectual Property Policy (Section I, Item 6 IV.b) the employer shall not claim ownership to “traditional academic copyrightable works.”

b. The Employer shall hold bargaining unit members harmless for any unintentional data breach that might occur, that is not willful or negligent on the part of the bargaining unit member, when they are using equipment that is not issued by the Employer.

Section 5. Health and Safety

a. The administration shall provide a safe and healthy workplace for faculty, staff, and students.

b. The parties agree that “NIU Protecting the Pack” is an advisory document related to health and safety issues in the classroom, on campus, in buildings, and COVID-19 testing.

c. The administration will continue to provide periodic updates regarding significant changes that may occur regarding COVID-19 procedures via labor management meetings and University communications.

d. Bargaining unit members shall have the option to stop instruction in any class session if they believe it is unsafe to continue.

e. All teaching rooms shall be thoroughly cleaned and disinfected on a daily basis by professional cleaning staff. Where possible, each classroom shall be supplied with disinfecting wipes. If that is not possible, the employer may provide a similar alternative to disinfecting wipes.

f. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process, including but not limited to merit reviews, annual evaluations and promotion and tenure evaluations, for requesting people to comply with safety rules.

g. Bargaining unit members shall not suffer retaliation in any departmental, college or university-wide process, including but not limited to merit reviews, annual evaluations and promotion and tenure evaluations, for reporting violations of the Employer’s health and safety rules and guidelines.

h. The Employer warrants that it will install portable air purifiers with High Efficiency Particulate Air (HEPA) filters in all spaces in which face to face teaching will take place. The Employer shall operate and maintain these air purifiers as necessary. Should a bargaining unit member have a concern regarding the placement or operation of a HEPA filter the employer will investigate the matter as quickly as practicable.
i. Prior to implementing changes in the Protecting the Pack procedures regarding classrooms for Academic Year 21-22 Year classes, classroom safety precautions or the use of face masks the Employer shall provide advanced notification to the union regarding any changes.

j. If the state of Illinois requires face coverings in K-12 settings, the employer shall require face coverings in all teaching spaces and the University Libraries. If the state of Illinois ceases to require face coverings in K-12 settings, bargaining unit members may require the use of face coverings in their teaching spaces.

k. As announced by the Employer on June 23, 2021, unless exempted for medical, religious, or personal reasons students registering for Academic Year 21-22 face to face classes and/or who will live on campus must be fully vaccinated. Students exempt for the reasons above shall be required to wear a face covering in classes and all indoor public spaces. The Employer shall be responsible for monitoring and enforcing vaccination compliance.

l. Bargaining unit members who have a private office may require anyone who enters their office to wear a mask. Bargaining unit members who have a shared office may require anyone not sharing the office space who enters their office to speak to them to wear a mask.

Section 6. COVID-19 Testing

a. The employer will continue to provide symptomatic and surveillance COVID-19 testing during Academic Year 2021-2022.

b. Employees and students who have tested positive for COVID-19 shall not return to face-to-face classroom instruction until receiving authorization and guidance from a health provider or a Public Health Department.

c. The employer shall provide daily updates of positive COVID-19 cases within the student, faculty, and staff via the Campus COVID-19 Dashboard while classes are normally in session Monday through Friday excluding holidays and administrative closure days.

d. The Employer shall, on or before September 7, 2021 provide the union the number of students registered for in-person classes and the percentage of those students who have been vaccinated.

e. Wastewater testing will continue in collaboration with the Kishwaukee Water Reclamation District and will provide a longitudinal, broad surveillance of trends and potential spikes in SARS-CoV-2 incidence on campus and the city of DeKalb.

f. Bargaining unit members included in surveillance testing protocols are required to comply with testing requirements.
Section 7. Leave due to COVID-19

a. Bargaining unit members shall be eligible for Family First Coronavirus Response Act leave benefits in accordance with university procedures. The benefit program is currently available through September 30, 2021. The program is in addition to the bargaining unit member’s accumulated personal leave benefits.

__________________________________________  ______________________
Northern Illinois University                      Date

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United Faculty Alliance                           Date

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University Professionals of Illinois - Instructors Date