

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, 2021 - June 30, 2025

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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 working days. Working Days are days on which the University is open and conducts business. Should a deadline fall on a day that the University is closed for business (e.g., Saturday, Sunday, holiday, administrative closure, emergency closure) the deadline will be extended to the next day on which the University is open and conducts business.
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/LABOR MANAGEMENT MEETING

- 2.1 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.
- 2.2 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.
- 2.3 During the term of this Agreement, if either party requests a meeting, the two parties shall meet at a mutually agreeable time. When practical, the parties shall agree, in advance, to an agenda for the meeting, and provide the number of its participants to the other party. The Employer shall inform the Union if it plans to have participants at a meeting who are not employees of Northern Illinois University. The Union shall inform the Employer if it plans to have participants at a meeting who are not bargaining unit members. In addition, if the union plans to have an attorney participate in a meeting, it shall inform the Employer.

Article 3

EMPLOYMENT

3.1 Appointment Letters

Prior to employment at the beginning of the University's academic year/term, each bargaining unit member 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 bargaining unit member's title;
- d. that the bargaining unit member'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 bargaining unit member's terms of appointment will be reflected in a revised letter that will be issued to the employee.

3.2 Bargaining Unit Member Appointments

- a. All appointments of bargaining unit members 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 bargaining unit members who seek consideration for possible new assignments shall be made in consultation with the affected bargaining unit member.
- b. If a bargaining unit member has previously taught a course and has received an evaluation of satisfactory or above, or if they received an evaluation of needs improvement and successfully completed a remediation plan, they are qualified to teach that course unless a department or program substantially changes course content.
- c. If a department or program substantially changes the content of the course, the department or program shall notify bargaining unit members who have previously taught that course of the change. The bargaining unit member and the department chair/director/supervisor shall confer (email is acceptable) regarding the qualifications to teach a newly designed course(s). The department chair/director/supervisor shall notify the bargaining unit member regarding the determination of the bargaining unit member's qualifications to teach the course. If the department chair/director/supervisor determines that the bargaining unit member is not qualified to teach a course in which the content has changed substantially, the bargaining unit member has the right to a meeting with the department chair/director/supervisor to discuss the decision. When possible, the department chair/director/supervisor shall meet with the bargaining unit member who has requested

this meeting within ten (10) days. Regardless, the department chair/director/supervisor shall not unduly delay this meeting with the bargaining unit member.

- d. In determining qualifications to teach specific courses or perform other instructional duties that they have not previously taught or performed at NIU, chairs shall give highest priority consideration to whether a bargaining unit member (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 or (ii) possesses an appropriate professional credential. Chairs shall also consider the experience of a bargaining unit member who has taught similar courses or carried out similar duties at NIU; bargaining unit members 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 the supervisors about their performance of duties.
- e. If bargaining unit members want to be considered qualified to teach up to three (3) additional course(s), they may communicate that in the Annual Service Report (ASR) after the execution of this agreement and once a year in subsequent ASRs. The supervisor shall communicate the decision on qualifications to teach additional course(s) in the annual evaluation of the bargaining unit member by March 15. The bargaining unit member has the right to meet with the supervisor about a negative decision on qualifications by April 15. When possible, the supervisor shall honor a request for such a meeting within ten (10) days. Regardless, the supervisor shall not unduly delay this meeting with the bargaining unit member. The supervisor's decision on qualifications is final.
- f. If no member of the bargaining unit has the qualifications to fill a position required by program need, a Department Chair may offer an appointment to a non- bargaining unit member.
- g. Appointment Tie-Breaker- If one or more assignments cannot be distributed equally among the affected bargaining unit members, lots will be drawn to determine which bargaining unit member(s) will receive the extra assignments. In the case of identical qualifications to teach an available course and identical seniority, lots will be drawn to determine which bargaining unit member will receive the assignment.
- h. Any bargaining unit member who receives an annual evaluation of "unacceptable" shall not be eligible for reappointment. All evaluations of "needs improvement" shall require a Remediation Plan in accordance with Article 7.9.
- i. In most instances bargaining unit members offered appointments at the beginning of the fall semester will be issued contracts at 50% FTE or more of not less than nine (9) months' duration. Nine-month contracts may contain a contingency clause as may be appropriate based on program need and/or presumption of re-hire status. Contracts of a shorter duration (less than 4.5 months which are converted to 9 months) may be utilized to address instances in which a department offer courses that by design are for shorter periods due to program needs.

- j. Determinations related to "program need" with respect to the exercise of the contingency clause shall be made by the respective Department Chair.
- k. Upon request, a bargaining unit member 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.

3.3 Declaration of Interest/Presumption of Rehire

Upon placement on the primary roster bargaining unit members become eligible for presumption of re-hire status provided they remain at a minimum of 50% FTE.

Exceptions to the presumption of rehire status are:

- a. A bargaining unit member who receives an evaluation of "unacceptable".
- b. A bargaining unit member who receives an evaluation of "needs improvement" and has not successfully completed remediation plan.
- c. A bargaining unit member who engages in conduct specified in Article 8 that allows the Employer to terminate the employment of the bargaining unit member.
- d. Academic Year. As it may become necessary due to program need and/or availability of funding, the Employer may notify the bargaining unit member with presumption of rehire status that they will not be offered an appointment of at least 50% FTE for the next academic year. In such cases the Employer will provide a lump sum to the bargaining unit member according to the following schedule:
 - Notification after May 15th - \$1,000.00
 - Notification after July 15th – 50% of the pay that the bargaining unit member received the previous academic year
- e. Fall to Spring. As it may become necessary due to program need and/or availability of funding, the Employer may notify the bargaining unit member with presumption of re-hire status no later than December 15th of each year that they will not be offered an appointment of at least 50% FTE for the Spring term. In such cases the Employer will provide a lump sum payment of \$500.00 to the bargaining unit member provided they are not appointed for the Spring term.
- f. By December 1 of each academic year, bargaining unit members with presumption of re-hire status shall notify in writing to the chair of the department in which they hold their appointment if they do not wish to be considered during the subsequent academic year for any available appointment for which they are qualified.

- g. By December 1 of each academic year, bargaining unit members on the secondary or employment pool rosters shall notify in writing the chair of the department in which they hold their appointment if they wish to be considered for the subsequent academic year for any available appointment for which they are qualified.
- h. Department chairs will attempt to keep bargaining unit members apprised of their tentative course schedules throughout the scheduling process and will attempt to make offers of appointment by July 15 or as soon as practicable.

3.4 Academic Year Appointments

- a. **Roster Placement**. For purposes of making appointments all bargaining unit members shall be placed on one of the hiring rosters in accordance with the requirements for roster placement as follows:
 - 1. **Primary Roster – Requirements:**

A minimum of five (5) years of bargaining unit service with an evaluation rating of (4) highly satisfactory or above in each of the last three (3) years.

After placement on the primary roster, a bargaining unit member who receives evaluations of satisfactory (3) or above remains on the primary roster subject to provisions of Article 3.3.b. under which the University may terminate a bargaining unit member under the provision of Article 8. Should a bargaining unit member receive an evaluation of needs improvement (2), they will be placed on the secondary roster. The bargaining unit member must successfully complete a remediation plan in accordance with Article 7.9 and earn a highly satisfactory (4) in a subsequent year in order to regain placement on the primary roster.
 - 2. **Secondary Roster – Requirements:**

A minimum of three (3) years of bargaining unit service with an evaluation rating of satisfactory (3) or above each year.
 - 3. **Employment Pool Roster – Requirements:**

Completion of the first-year annual evaluation with an evaluation of satisfactory (3) or above after 2-3 semesters of bargaining unit service with effective performance each semester in instructional and non-instructional duties.
- b. Within each of the identified rosters above, bargaining unit employees with the highest overall evaluation scores shall be hired first subject to conditions of section 3.2 of this article. In case of a tie(s) the bargaining unit employee with the greatest in-department seniority shall be hired first. 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 a bargaining unit member 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.

- c. Probationary Status. Until the bargaining unit member has had an initial annual evaluation, the bargaining unit member will be in a probationary status and evaluated through classroom observation(s) and other available evaluation materials. The Employer may determine at any time during this initial probationary period that additional appointment(s) will not be offered with notification to the bargaining unit member and union. There shall be no appeal to this determination.
- d. Should any bargaining unit member not continue to meet the established criteria for inclusion on the primary roster, the secondary roster, or the employment pool the bargaining unit member shall be moved to the appropriate roster or pool for which they are qualified.
- e. Use of Rosters and Pool
 - 1. Subject to program need and qualifications, the bargaining unit members shall be appointed from the rosters on a full-time basis (unless otherwise specified by the bargaining unit member) before proceeding to the next qualified bargaining unit member in the order on the roster in accordance with the following:
 - i. The Employer shall appoint bargaining unit members who are on the primary roster and are qualified to teach courses as ranked on the roster.
 - ii. Following the appointments above, the Employer shall appoint bargaining unit members who are on the secondary roster and are qualified to teach courses as ranked on the roster. Notification of such rehiring status shall be made no later than June 1 of each year.
 - iii. Following the appointments above, the Employer shall appoint bargaining unit members who are in the employment pool and are qualified to teach courses as ranked on the roster. Notification of such rehiring status shall be made as soon as practicable.
 - 2. Years of service are determined on the basis of the number of in-department academic years of service within the bargaining unit that will have been completed prior to the start of the next academic year. Rosters are compiled in late spring to govern rehiring decisions for the following academic year.

3. All offers of appointment shall be conveyed in writing by the employer to the bargaining unit member's NIU email. Bargaining unit members are required to provide an alternate email address should they enter a break in service. Bargaining unit members shall have ten (10) days from the date of the appointment letter to respond unless the offer is made less than twenty (20) days prior to the start date of the semester. Offers made less than twenty (20) days prior to the start of the semester will contain a specific deadline date for response.
4. If a bargaining unit member fails to respond to an offer in the required time, the employer may offer the position to the bargaining unit member next in line for the position. The Employer may, at its sole discretion, extend the response deadline to any bargaining unit member.

3.5 Breaks in Service – Credit for Prior Service

- a. A break in service occurs when a bargaining unit member's continuous employment is interrupted by a period during which the bargaining unit member is not employed as a bargaining unit member (excluding Summer) because the employer does not offer the bargaining unit member an appointment. A bargaining unit member who declines an appointment is not eligible for a break in service.
- 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. Bargaining unit members 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 bargaining unit members have applied and received approval, do not cause a break in service under this Agreement section.

3.6 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 a bargaining unit member may consist of classroom teaching, laboratory support, field supervision, other related duties, or some combination of these. The obligations of a particular bargaining unit member 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 bargaining unit members 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. 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.
- 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. Bargaining unit members 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, bargaining unit members shall maintain a schedule of at least one on-line office hour per week for every 3 CUES of on-line instruction.
- f. As part of their normal workload and consistent with the CUE document, bargaining unit members 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. Bargaining Unit Members are required to meet administrative deadlines for submitting routine documents.
- g. 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 bargaining unit member at least one week prior to the start of the term in which the

bargaining unit member 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 bargaining unit member. 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 bargaining unit member.

- h. Ordinarily, there shall be no service or scholarship components of the workload obligations of a bargaining unit member. College or Departmental requirements for professional development shall be consistent with the CUE guidelines.
- i. If a bargaining unit member 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 bargaining unit member, to assign alternative duties consistent with the CUE guidelines and Article 4.

4.2 Professional Meetings/Conferences and Work-Related Travel

- a. Bargaining unit members 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 bargaining unit member may request written confirmation of any such requirement. In accordance with other University policies on this topic, bargaining unit members 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 a bargaining unit member 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 bargaining unit member's obligations specified above.
- b. Bargaining unit member is assigned to work on an externally funded grant or contract as part of the bargaining unit member's employment, the bargaining unit member may request the Provost to exclude such work from the bargaining unit member'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 bargaining unit member'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, bargaining unit members 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 bargaining unit member'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 a bargaining unit member is voluntarily or involuntarily assigned to perform the duties of another faculty member for part of a semester or the summer session, the bargaining unit member 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, bargaining unit members 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 bargaining unit members 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 a bargaining unit member's full-time appointment.

4.5 Compliance with Board Policy and Illinois Laws

Bargaining unit members shall comply with the Board of Trustees Regulation concerning Outside Consulting, Research and Outside Employment as it may be amended from time-to-time, the Conflicts of Interest Policy 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.

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 a bargaining unit member will be offered a contract to teach during the summer session (i.e., the academic year contractual requirement to re-hire bargaining unit members on a full-time basis according to their order on the primary and secondary rosters before re-hiring lower ranking bargaining unit members 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, bargaining unit members who taught during the immediate preceding academic year will be considered for summer session appointments along with Visiting Professors and graduate assistants.
- d. Bargaining unit members 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 bargaining unit members may be offered summer school contracts. In following the roster system, however, no bargaining unit member in any department shall be offered a second summer school course until all qualified bargaining unit members 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 bargaining unit members 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 bargaining unit members 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 Intellectual Property Policy

4.8 Online Learning

The rights and responsibilities of bargaining unit members regarding online courses, shall be governed by the same policies adopted by the Board and/or the University as may be amended from time to time (see Article 4.7 “Intellectual Property”)

Article 5
ACCREDITATION AND CERTIFICATION

Bargaining unit members shall meet 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

The Employer shall maintain official personnel file(s) for each bargaining unit member. Such files are maintained in human resources and may be maintained at the college and department levels in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*).

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 entities (e.g., agencies, schools, hospitals, medical facilities, etc.) may be viewed by the bargaining unit member. Names and other identifying information may be deleted from such documents.

6.3 Employee Access

Personnel files for bargaining unit members held or maintained at the college and/or department level are subject to the same rights to access by bargaining unit members as the personnel file held or maintained by Human Resources Services. A bargaining unit member may request to examine his/her personnel file by appointment via emailing Human Resources at humanresources@niu.edu and/or the College Dean's office and/or Department Chair. If authorized by the bargaining unit member in writing, the Union may review the file. Employee access to personnel files shall be in accordance with the Personnel Records Review Act (820 ILCS40/1, *et seq.*)

6.4 Employee Right to Respond

A bargaining unit member shall have the right to add explanatory material to their official personnel file in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*). Upon request and payment of the cost of photocopying, a bargaining unit member may obtain copies of any non-confidential materials in the personnel file.

Article 7

EVALUATION AND EVALUATION CRITERIA

The University is responsible for the performance of its bargaining unit members. 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 a bargaining unit member's performance, to identify areas of strength and weakness, to improve a bargaining unit member's 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 bargaining unit members 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 bargaining unit members 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 bargaining unit members within the department. The Chair shall provide a copy of this memorandum to any new bargaining unit members hired into the department after the annual meeting has been conducted.

7.2 Annual Evaluations

Chairs shall conduct annual evaluations of all bargaining unit members within their departments. Annual evaluations shall include a review of the bargaining unit member'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 bargaining unit members will be performed in a comparable manner for the semesters that they worked. Annual evaluations shall also include a summary assessment of the bargaining unit member'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.

Bargaining unit members should receive annual evaluations from their Department Chair no later than **March 15** of the year following the evaluation period. A copy of the evaluation shall be signed in paper or electronically by the bargaining unit member and placed in their personnel file. The bargaining unit member will receive a copy of the evaluation. At the bargaining unit member's request, the Chair will provide time to discuss the annual evaluation.

If a bargaining unit member fails to provide an Annual Service Report and/or other required materials by the contract's established deadline of February 15, the Chair shall notify the bargaining unit member via NIU email that they have five (5) days to provide the missing materials. If the bargaining unit member does not provide the missing materials within five (5) days following the date of the Chair's e-mail, the bargaining unit member will receive a final evaluation of 1 (unacceptable) for the prior year.

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

7.3 Split Appointments

In the event that a bargaining unit member 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 bargaining unit members, 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 bargaining unit member'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 bargaining unit member'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 bargaining unit member;
 - 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 outside entities, (e.g., school, hospital etc.) 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 reviewed by 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 a bargaining unit member disagrees with his/her annual evaluation, that bargaining unit member 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 bargaining unit member and Department Chair jointly agree, in writing, to such an extension.

If this attempt at reconciliation should fail and the bargaining unit member still disagrees with the annual evaluation, the bargaining unit member 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 a bargaining unit member's performance based upon guidelines outlined in this Article.

7.7 Reconsideration Procedures

- a. On or before **March 15**, annual evaluations of all departmental bargaining unit members shall be completed for the previous Spring, Summer (if applicable), and Fall semesters.
- b. On or before **March 25**, a bargaining unit member who disagrees with their 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 bargaining unit member disagrees,
 3. the bargaining unit member'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 bargaining unit members 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 bargaining unit member, 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 bargaining unit member 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 bargaining unit members 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 bargaining unit member's personnel file by the Chair along with the bargaining unit member'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 bargaining unit member shall be temporarily placed on the highest roster for which their other evaluations and years of service qualify the bargaining unit member 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 bargaining unit member shall be placed on that roster for which their evaluations and years of service entitle them 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 needs improvement shall require remediation. At the completion of the annual evaluation process, the Chair shall, in consultation with the affected bargaining unit member, 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) and shall make clear what constitutes successful completion of the plan. Institutional resources, such as the Center for Innovative Teaching and Learning, 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 bargaining unit member. Should the bargaining unit member fail to actively participate in the development and completion of the Remediation Plan they may be removed from the Pool and will not be reappointed and are not eligible for rehire.

The bargaining unit member is entitled to Union representation during development of the Plan. The expectations and goals set forth in the Remediation Plan, the bargaining unit member's participation in the Plan, and 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 their 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 their designee that there might be a serious problem with a bargaining unit member'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 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 a bargaining unit member 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 bargaining unit member and shall be imposed as soon as it is reasonably possible. In the event the University dismisses a bargaining unit member 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

Bargaining Unit Members shall have the right to have UPI representation present at all stages of the disciplinary process. If a UPI representative is not available, the bargaining unit member 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 bargaining unit member to discuss relevant issues and/or concerns and provide the bargaining unit member with an opportunity to respond.
- b. If the parties agree on a resolution or a process to resolve the matter within ten (10) 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 bargaining unit member 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 bargaining unit member, 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 bargaining unit member's departmental file. The bargaining unit member 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 bargaining unit member, a written reprimand may be issued. 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 bargaining unit member's permanent HRS personnel record and the departmental file.

c. Suspension Without Pay

If warranted by the conduct and/or behavior of the bargaining unit member 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 bargaining unit member will be provided with an opportunity to respond to the recommendation for a suspension during a pre-suspension hearing to be conducted by Academic Labor Relations (ALR). The University shall immediately inform the bargaining unit member and the Union, in a document sent to the bargaining unit member's NIU email, of the intent to recommend suspension, the reason(s) for the proposed action and the right of the bargaining unit member 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 bargaining unit member to ALR within ten (10) days after notification of the recommended action. A bargaining unit member may be placed on paid administrative leave by the employer during the period in which any investigation is being conducted, action is undertaken to conduct a pre-suspension hearing and generate a post-hearing decision. Such an investigation must be confined to conduct enumerated in Article 8.3.

The Union and the bargaining unit member will be notified of the time and place of the pre-suspension hearing.

The bargaining unit member 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 ALR

d. Dismissal

If the undesirable behavior continues following the suspension, and/or if warranted by the conduct and/or behavior of the bargaining unit member, the Dean may elect to initiate dismissal for cause procedures. Bargaining unit members may request a pre-dismissal hearing with a designee of HRS for review of the decision to terminate the bargaining unit member's appointment. Notification in writing of the intent to dismiss the bargaining unit member 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 bargaining unit member of the right to request a pre-dismissal hearing conducted by a designee of the Provost. Such request must be submitted in writing to the Director of Academic Labor Relations within ten 10 days from the date of the notification. Pending this requested review, the bargaining unit member may be removed from all University duties and roster placements and suspended with pay pending conclusion of the hearing process. If the bargaining unit member prevails, the bargaining unit member 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 a designee of the Provost.

8.4 Removal of Discipline from Personnel File

If, after three (3) years following the incident or incidents that gave rise to a written reprimand, there have been no other incidents warranting discipline, the bargaining unit member may request (in accordance with 820 ILCS 40/1, et seq. Personnel Records Review Act) the Employer to remove all documentation related to the written reprimand from the bargaining unit member's personnel file(s), and the Employer will not utilize the previous written reprimand in determining a penalty for any new situation necessitating disciplinary action.

TRANSFER

9.1 Program-Initiated Transfers

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

9.2 Within-Unit Transfers

A bargaining unit member may, through the bargaining unit member's 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 the bargaining unit member's request to the Department Chair, the bargaining unit member shall receive notification in writing from the Provost of the decision. If the Provost grants the request, the bargaining unit member shall be transferred.

9.3 University-Initiated Outside-Unit Transfers

With the consent of the bargaining unit member, the University may reassign a bargaining unit member from a bargaining unit position to a position outside the bargaining unit. If the bargaining unit member is subsequently reassigned to a position in the bargaining unit, the bargaining unit member'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

Bargaining unit members 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 EXIGENCY

10.1 Employee Layoffs

A bargaining unit member 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, bargaining unit members will be retained. Professional qualifications and roster placement are secondary factors to be considered in making decisions on bargaining unit members 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 bargaining unit member 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 bargaining unit members who are laid off for a period of one year after the layoff. If a bargaining unit member's position at the time the bargaining unit member was given notice of layoff is reinstated during such period, the bargaining unit member shall be sent notice of that fact at the bargaining unit member's last known address and offered reemployment pursuant to the provisions of Article 3 on employment. It shall be the bargaining unit member's responsibility to keep the University advised of the bargaining unit member'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 bargaining unit member's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the bargaining unit member.

10.5 Employee Benefits

A bargaining unit member 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 fifteen (15) days following the date of the act or omission giving rise to the grievance. Within fifteen (15) 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 ten (10) days of the date of the informal conference. The Grievance Administrator shall issue a written decision within eighteen (18) 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 seven (7) 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 fifteen (15) days of receipt of the request for review. The Dean, or 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 eighteen (18) days of the conclusion of this meeting, the Dean, or 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 seven (7) 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 fifteen (15) 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 seven (7) 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) 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 University email to the grievant(s), respondent(s), and union representative(s).

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 members. 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

13.1 Non-Discrimination/Harassment Policy Statement

In the application of provisions of this Agreement, there shall be no discrimination by the Union or Employer against any member of the bargaining unit on the basis of race, color, national origin, ancestry, sex, pregnancy, religion, age, physical and mental disability, marital status, veteran/military status, sexual orientation, gender identity, gender expression, political affiliation, order of protection status, victim of domestic or sexual violence status, citizenship status, arrest record, genetic information, and/or other protected categories under applicable federal and state statutes, regulations and orders pertaining to nondiscrimination, equal opportunity and affirmative action that violate University policy, or membership or non-membership in, or activity on behalf of, or in opposition to the Union.

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 bargaining unit members 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 bargaining unit members 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 bargaining unit member covered by this Agreement because of lawful Union membership or non-membership activity or status.

Article 16

DUES CHECK OFF

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 Notification of Change in Union Dues

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

16.7 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 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 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 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 that the University Administration has agreed to deduct.

Article 17

FACILITIES AND EQUIPMENT

17.1 General Facilities and Equipment

- a. Bargaining unit members shall have reasonable access to classrooms and other facilities to which they are assigned. As determined by the Chair, bargaining unit members shall also have access to other equipment as may be required by specific course assignments or other assigned responsibilities.
- b. In accordance with applicable University policies and procedures, University facilities, equipment, or personnel shall be used only for University business.
- c. The Employer shall provide each bargaining unit member with the office, laboratory, and classroom space needed for effective and safe teaching, advising, and other activities necessary for the performance of duties. The space shall include, but is not limited to:
 1. Access to secure office with desks and chairs. In units where private office is unavailable, the Chair will assist bargaining unit members in finding confidential meeting spaces upon an appropriate request by a bargaining unit member;
 2. A computer that meets the operational needs of the bargaining unit member's duties as approved by the Chair;
 3. Software necessary for the performance of the bargaining unit member's duties as approved by the Chair and the IT department;
 4. Internet access;
 5. Technical support for approved hardware, software, and internet access;
 6. Appropriate space necessary for the performance of the bargaining unit member's duties as approved by the Chair, including laboratory, performance, rehearsal, and studio space as required;
 7. Storage space needed for performance of the bargaining unit member's duties as approved by the Chair;
 8. A mailbox;
 9. Office supplies as approved by the Chair;
 10. Access to photocopying necessary for the performance of the bargaining unit member's duties as approved by the chair; and
 11. Printing facilities necessary for the bargaining unit member's duties as approved by the Chair;
- d. The Employer shall provide the bargaining unit member such space as approved by the Chair during periods when the building containing the office or research space is closed.

Article 18

NOTICE OF POSITIONS

18.1 New Instructor Positions

Whenever there is a need to hire an Instructor from outside of the bargaining unit, the opportunity shall be posted on the NIU Employment website in accordance with Human Resources Services procedures.

18.2 Tenure-Track Vacancies

Tenure-track vacancies are posted on the NIU Employment website in accordance with Human Resources Services procedures. A bargaining unit member may apply for opportunities for which they possess the required qualifications

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 bargaining unit member and costs for optional coverage are the sole responsibility of the bargaining unit member.

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 members 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 members and, if so, to negotiate concerning the impact of such change or changes.

19.3 Child Care

Bargaining unit members 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 bargaining unit members 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 a bargaining unit member has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that bargaining unit member's accrued cumulative sick leave will be maintained on the University's records until:

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

or

- b. The bargaining unit member leaves the employment of the University, at which point the unused sick leave balance will be report to State Universities Retirement System (SURS) for service credit in accordance with SURS policies. Bargaining unit members with compensable sick leave balance (sick leave earned prior to December 31, 1997) will be paid half of the balance at the time of separation and the other half will be reported to SURS for service credit in accordance with SURS policies.

19.5 Vacation

Bargaining unit members on 10.5-month or greater appointments shall earn vacation as outlined in Board of Trustees Regulations. No other unit members shall earn or receive vacation.

If a bargaining unit member has previously accrued cumulative vacation leave and moves into a position in which annual leave is not accrued, that bargaining unit member's accrued cumulative vacation leave will be maintained on the University's records until the bargaining unit member moves into a position in which annual leave may be accrued, at which point the bargaining unit member shall be credited with previously accrued annual leave days, or until the bargaining unit member leaves the employment of the University. At the time of separation, accumulative vacation leave that was accrued in a regular position would be paid as a lump sum in accordance with Board Regulations.

19.6 Educational Leave

Bargaining unit members may be granted an educational leave with or without pay as provided in the Board of Trustees Regulations ([https://www.niu.edu/board/regs/section ii.shtml](https://www.niu.edu/board/regs/section%20ii.shtml))

19.7 Benefits While on Paid Leave

- a. A bargaining unit member 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.

19.8 Benefits While on Unpaid Leave

- a. A bargaining unit member 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, a bargaining unit member'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 FY22-25 Full-Time Appointments

- a. The University will grant each bargaining unit member salary adjustments as follows: FY2022, three (3) percent; FY2023, six (6) percent; FY2024 six (6) percent or salary adjustment according to the non-negotiated faculty and staff salary increment guidelines approved by the Board of Trustees for the fiscal year, whichever amount is greater; FY2025 five (5) percent or salary adjustment according to the non-negotiated faculty and staff 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 bargaining unit members 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 bargaining unit member's monthly salary for the immediately preceding academic year. Specifically, a bargaining unit member employee shall receive at least 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 a bargaining unit member is assigned work on an externally funded grant or contract, the work may be excluded from their assigned obligation if approved by the Provost or designee. For all such grant or contract work so excluded, a bargaining unit member may earn up to a total of twenty percent (20%) of their 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 2021-2022 academic year, a bargaining unit member 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 \$1400 per credit hour or credit unit equivalency.

20.4 Twelve-Month Payment Option

Bargaining unit members 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. Following the salary adjustments identified in Section 1(a) effective for FY23 a bargaining unit member who has a doctoral degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$4608 per month.
- b. Following the salary adjustments identified in Section 1(a) effective for FY23 a bargaining unit member who has a master's degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$4374 per month.
- c. Following the salary adjustment identified in Section 1(a) effective for FY23 a bargaining unit member who has a bachelor's degree and is appointed to a full-time position in the bargaining unit for or during the 2022-23 academic year shall be appointed to at least a minimum salary of \$3340 per month.

Article 21
MISCELLANEOUS

21.1 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 described as repeated behavior directed toward an employee (or group of employees) that harms, intimidates, offends, degrades, or humiliates an employee(s) and clearly interferes with the professional working environment.

Article 22

DURATION – TERMINATION

22.1 Duration of Agreement

This Agreement shall become effective as of July 1, 2021, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2025. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing not more than one hundred and twenty (120) days nor less than ninety (90) days to June 30, 2025, 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, 2025, 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.

22.2 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.

22.3 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 NIU Policy Library, as well as the Undergraduate and Graduate Catalogs that are in effect during the appointment of a bargaining unit member.

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

22.4 Savings Clause

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

ACCEPTANCE BY THE PARTIES

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

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

**Northern Illinois University
Board of Trustees**

University Professionals of Illinois Local #4100

Keith Nyquist, Chapter President

SIDE LETTER OF AGREEMENT

UPI Instructors and NIU

Supplemental Increase to Current Base Salary

Effective for FY 2023 bargaining unit members who are in an active pay status and who are on the primary roster as of August 16, 2022 (or July 1, 2022, for 12-month appointments) shall receive a one-time adjustment of \$2500 to their current base salary. This one-time adjustment shall be provided following the implementation of the contractual salary adjustments for FY 22 and FY23 in accordance with Article 20, section 1 (a) and section 5.

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 bargaining unit member's time has a multiplier of .2 to make this work assignment equivalent to that of a normal three-hour course ($15 \times .2 = 3$).

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

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

3. **Multiple Preparations** refer to teaching assignments that involve courses with different catalog numbers and cover different bodies of substantive knowledge. Example: A bargaining unit member 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

0.00 x credit hours

COMS 407 (1-3)

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 200 (4)

4. Labor Intensive Courses

OMIS 351 (3)	1.33 x credit hours
MATH 103	1.125 x credit hours
MATH 104 (1)	1.50 x credit hours

5. Nursing Clinical Experiences

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

1.50 x credit hours

Except on a voluntary basis, bargaining unit members 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
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V. Internship and Practicum Type Courses

1. Enrollment Driven Workload Courses

FINA 458 (3)	0.10 CUEs per student
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MGMT456 (3)
MGMT458 (1-6)
OMIS 458 (3-6)

KNPE 494

15 CUEs

15 CUEs for fall, spring and summer together with the department chair making an effort to ensure continuity of instruction. The expected load for this assignment will be 6, 6 and 3 CUEs for fall, spring, and summer session respectively. Should a change of instruction occur between the spring and summer semesters a multiplier will be used to determine CUEs.

Internship Coordination in KNPE (occurs semester previous to interning)	0.10 CUEs per student
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Supervisor Interns in KNPE (occurs during semester student is enrolled)	0.10 CUEs per student
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2. Fixed Workload Courses

3 CUEs per course

COUN 550 (1-6)

COUN 586 (1-6)

HESA 586 (3-9)

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)

LTCY 587 (1-6)

TLCI 585A (3-6)

LTIC 589 or TLCI 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

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

MATH 101

0.0 CUE for first course;

MATH 110 MATH 155 MATH 201 MATH 103 MATH 104 and 105	1.0 CUE for each additional course
2. Minimal Load Courses	
MATH 402	3 CUEs per year
3. Average Load Courses	
ACCY 206 ACCY 207	3 CUEs per semester
COMS 100 COMS 100P (fall semester only)	
COUN 211 (3)	
ENGL 102 ENGL 103	
MATH 110P	

VII. Instructionally Related Assignments

1. Advising

MATH - MATH ED and Teacher Certification Students	3 CUEs per semester
ENGL Undergraduate Majors and Minors	3 CUEs per semester

2. Coordinators of Learning Laboratories

COMS Media Lab	3 CUEs per semester
ENGL ESL Lab	
ENGL Writer's Workshop	12 CUEs per semester
COMS 100P and Learning Labs	9 CUEs per year
Director of Mathematics Assistance Center (MAC)	6 CUEs per semester

3. Tutors

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

4. Other

ENGL Contemporary Voices Department	3 CUEs per semester
ENGL Teacher Licensure Coordinator	12 CUEs per semester
CLAS Certification Coordinator	12 CUEs per semester
	6 CUEs per Summer
KNPE Laboratory Technician	
Fall and Spring Semesters	6 CUEs each semester
Summer Semester	3 CUEs

VIII. Student Teacher Preparation - College of Education

1. Student Teaching Supervision in the College of Education

Teaching Load in Early Childhood, Elementary Education, Middle Level Education, Special Education and Visually Impaired Education will be:

Students in 1-11 Schools:	0.39 CUEs per student per quarter or 0.78 CUEs per student per semester
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The modality of supervision will be determined by the department chair. The number of visits and meetings with cooperating teachers will be decided by the Department Chair and Instructors.

Students in 11.05-14 Schools:	0.430 CUEs per student per quarter or 0.860 CUEs per student per semester
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2. Clinical Courses

KNPE 300 (1)	2 CUEs
MLTL 302(1)	2 CUE (The course shall be capped at 25 students per section)
MLTL 303 (1)	2 CUEs (The course shall be capped at 25 students per section)
MLTL 304 (1)	3 CUEs (The course shall be capped at 20 students p per section)
TLEE 382 (1)	2 CUEs (The course shall be capped at 25 students per section)
TLEE 383 (2) (NIU and UPI agreed on 12/2022 cap updated)	3 CUEs (The course shall be capped at 20 students per section)

TLEE 385 (1)	2 CUEs (The course shall be capped at 25 students per section)
TLEE 587 (1)	2 CUEs (The course shall be capped at 16 students per section)
SEEC 282 (3)/582(1)	3 CUEs
SEEC 382(3)/583(1)	3 CUEs
SESE 418 (2)	3 CUEs
SESE 449 (2)	3 CUEs
SESE 463 (2)	3 CUEs
SESE 608 (1-3)	1 CUE
SEVI 580 (1-3)	4 CUEs
SEVI 480 (4)	3 CUEs

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

IX. Over-Enrollment

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

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

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

Exceptions:

- Only over-enrollments assigned by the Chair shall be eligible for CUE adjustments;
- Large lecture courses in which evaluation is based heavily on machine-scored exams are not contact intensive, regardless of enrollment;
- Courses which rely heavily on guest speakers where the Bargaining Unit Member'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, bargaining unit members 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 CUEs per student |
| b. Visual & Performing Arts | 0.67 CUEs per student |

XI. One-on-one Studio Instruction

- | | |
|-----------------------------|-----------------------|
| Music: Voice and Instrument | 0.50 CUEs per student |
| Art: Art and Design | 0.50 CUEs per student |

XII. Multiple Preparations

- 1a. If a bargaining unit member's workload exceeds three (3) different preparations per semester or the University shall award the bargaining unit member one (1) CUE for each additional preparation greater than three (3). This CUE or CUEs is/are in addition to any CUEs awarded per the provisions in XII 1b
- 1b. If a bargaining unit member's workload exceeds four (4) different preparations in an academic year, the University shall award the bargaining unit member one (1) CUE for each additional preparation greater than four (4). This CUE or CUEs is/are in addition to any CUEs awarded per the provisions in XII 1.a.

In counting preparations, the following shall not be included: Courses with two (2) or fewer credits, 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. NIU and UPI must agree before other types of courses that are not listed here can be excluded in counting number of preparations.

XIII. 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.

XIV. 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.

XV. 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 bargaining unit member 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.

Semester Year	Course No. and Title (Credits), Section #	Additional Information

- 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**

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 two papers in peer-reviewed, English-language, business-related journals
2. Participate in at least one teaching-related development activity which may include
 - a. participating in a session or panel discussion on a teaching-related topic at an academic conference
 - b. participating in a discipline-related practitioner conference
 - c. developing and/or teaching a professional workshop (NIU or externally sponsored)
 - d. participating in a teaching-related workshop (NIU or externally sponsored)

3. Engage in at least one of the following in each calendar year.

Publish an intellectual contribution in a peer-reviewed, business related journal
Publish an intellectual contribution in a peer-reviewed, pedagogical journal
Submit an original manuscript to a peer-reviewed, business related journal
Submit an original manuscript to a peer-reviewed, pedagogical journal
Author or contribute chapters to a scholarly book or textbook

- Publish a research monograph
- Publish proceedings from a scholarly meeting
- Present a paper at an academic or professional conference
- Perform a substantive review for a peer-reviewed journal or academic conference
- Develop new instructional materials
- Publish a case with instructional materials
- Perform a substantive role as a discussant at an academic or professional conference
- Define a continuing research plan and demonstrate progress
- Serve a substantive role on a doctoral dissertation or master's thesis committee
- Engage in a consulting assignment
- Apply/write a major research grant
- Serve as an expert witness
- Design and deliver a new course preparation
- Organize a professional workshop or specialized research conference/seminar

Conclusion

Faculty 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.

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, the Associate Dean for Administration, and the Dean.

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

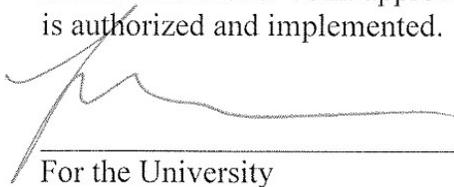
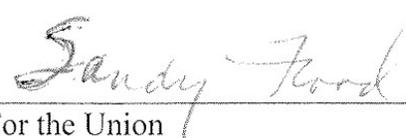
	3/24/2016		3/25/16
_____ For the University	Date	_____ For the Union	Date

TABLE ONE
PROFESSIONAL ACTIVITIES FOR INSTRUCTIONAL PRACTITIONERS

		Relevance		Enhancement		
	Pts	Factor	Pts	Factor	Pts	Total
RELATED EMPLOYMENT AND CONSULTING						
Full-time Job	25					
Part-time Job	10					
Business Ownership	15					
Consulting - 100+ hours/year	15					
Consulting - 65-99 hours/year	10					
Consulting – 30-64 hours/year	5					
Consulting - 5-29 hours/year	3					
Board of Directors	5					
PROFESSIONAL DEVELOPMENT						
Peer reviewed prof journal article	10					
New textbook	10					
Revise textbook	5					
New textbook chapter	3					
New textbook supplements	3					
Review or pilot a textbook	2					
Revise textbook chapter	1					
Achieve professional certification	10					
Complete a course	5					
Present at a professional conference	5					
Conduct a seminar/workshop at prof conference	5					
Panel/discussant at prof conference	3					
Editor of a professional journal	5					
Editorial review board for prof journal	2					
Create/deliver professional program	10					
Create instructional materials	3					
Teach existing course first time	5					
Create a new course	10					
ELC coach/semester	4					
ELC consultant/semester	2					
Attend conferences, workshops, seminars	2					
Attend college-sponsored presentations	2					
Other professional development activities (1-5 pts)						
*Activities to improve teaching competence						
(*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

To address the concerns that the Department's criteria for defining PQ faculty appear to set a very low threshold, that the current criteria allow for maintenance of PQ status without completing any activities that are related to the faculty members' area of teaching, and that maintaining PQ status require annual activities for both subject matter expertise and instructional competence, the College has reviewed the current guidelines for determining professional qualifications for Instructional Practitioners.

All existing criteria have been reviewed by a committee consisting of Dan Wunsch, Associate Dean; Sandy Flood, President of the local Instructor union; Suzanne Youngberg, Accountancy Instructor; and Keith Nyquist, Management Instructor. As a result, five new Subject Area Competence activities have been added to the list, and eleven Subject Area Competence activities have been eliminated from the list. Also, all Teaching Area Competence activities have been eliminated and replaced with one activity: Activities to improve teaching competence. Teaching Area Competence activities have a maximum of 30 percent of all activities per year.

The point values have been reviewed and revised. Previous guidelines had a point range for most activities and the point value within this range was determined by the Department Chair based on three factors:

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

No clarification or examples were provided for determining the appropriate point value within the suggested range applying these three factors. As a result, most point values determined by Chairs were at the top of the range resulting in more easily attained thresholds.

The new guidelines for Instructional Practitioners identify a point value for all activities except one: "Other professional development activities" has a range of 1-5 points. Point values were determined based on their relative impact on their contribution to maintaining professional competence in an Instructor's teaching areas.

After an activity and initial point value have been identified, the Chair adjusts the initial point value by two factors: how relevant the activity is to the Instructor's teaching areas and how much the activity has enhanced the knowledge of the Instructor's teaching areas. Each factor has four levels: High = 1.00, Medium High = .75, Medium = .50, and Medium Low = .25. To arrive at the final point value of an activity, the initial point value would be multiplied by the relevance level and the enhancement level and totaled. The guidelines provide an example applying the relevance and enhancement factors to arrive at the final point value.

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.

The new guidelines also provide the criteria and requirements for Scholarly Practitioners.