

# **COLLECTIVE BARGAINING AGREEMENT**

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

**and**

**NIU TENURE AND TENURE TRACK UNIT,  
UNITED FACULTY ALLIANCE, UNIVERSITY  
PROFESSIONALS OF ILLINOIS, LOCAL 4100, IFT, AFT,  
AFL-CIO**

**July 1, 2022 – June 30, 2026**

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**Article 1**  
**PURPOSE**

- 1.1** The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Union representing the bargaining unit employees and the Employer. This Agreement is intended to make clear and establish the wages, hours, and terms and conditions of employment and the procedure for equitable resolution of grievances.

## **Article 2**

### **RECOGNITION**

**2.1** 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 United Faculty Alliance of NIU (UFA), United Professionals of Illinois (UPI) IFT-AFT, AAUP, as exclusive bargaining agent for all persons in the bargaining unit. The Employer and the UFA shall be jointly referred to as the “Parties” for purposes of this contract.

**2.1.1** As defined in the Illinois Educational Labor Relations Board, Order of Certification of June 9, 2016 Case Number 2016-RC-0010-C the bargaining unit is as follows:

**Includes:** All full-time (0.51 FTE and above) tenured and tenure track faculty employed at Northern Illinois University.

**Excluded:** All adjunct, part-time and non-tenured faculty, retirees; students; faculty of the College of Law; and all other supervisory, managerial, confidential and short-term employees as defined in the Illinois Educational Labor Relations Act.

**2.1.2** Additionally, the parties have agreed to the following inclusions and exclusions from the bargaining unit:

- a. The following categories or classifications of employees shall be included in the bargaining unit (assuming such individuals otherwise meet the definition of bargaining unit member):
  1. Assistant Chairs
  2. Assistant Directors
  3. Library Department Heads
  4. Other Directors in Academic Affairs
  
- b. The following categories or classifications of employees shall be excluded from the bargaining unit:
  1. Department Chairs
  2. School Directors
  3. Joint Appointments with external entities (e.g., Argonne, Fermi Labs)
  4. College of Business, Labor Relations Advisor
  5. Director, Center for Southeast Asian Studies
  6. Director, Center for the Study of Environment, Sustainability, and Energy
  7. Director, Center for Latino and Latin American Studies
  8. Director, Center for the Study of Women, Gender and Sexuality
  9. Director, Center for Nonprofit and NGO Studies
  10. L.D. and Ruth G. Morgridge Endowed Chair in Teaching Education
  11. Director of Undergraduate Nursing Program

**Article 2**  
**RECOGNITION (Cont'd)**

- 2.2** The Employer agrees to provide UFA notice of Joint Appointments under Section 2.1.2 (b)(3) within fourteen (14) calendar days after the faculty member's starting date with NIU.
  
- 2.3** Nothing herein requires the Employer to maintain any of the positions included or excluded above.

**Article 3**  
**ELECTRONIC ACCESS TO AGREEMENT**

- 3.1** Within fourteen (14) working days of execution of this Agreement the Employer shall post the Agreement to its website. The Employer shall maintain this Agreement on its website for the duration of the Agreement.

**Article 4**  
**LABOR MANAGEMENT MEETINGS**

- 4.1** 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 5**  
**COMMUNICATIONS BETWEEN THE EMPLOYER AND BARGAINING  
UNIT MEMBERS**

- 5.1** Nothing contained in this Agreement shall be construed to prevent the Employer, or their members, officials, agents or representatives from meeting with any individual, organization or constituency group 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 Employer and the UFA.

**Article 6**  
**MANAGEMENT RIGHTS**

- 6.1** The Employer retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.
- 6.2** The Employer's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of Trustees of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.
- 6.3** The parties to this Agreement recognize that the University Constitution, By-laws and regulations define special rights and responsibilities for the faculty of the University. Neither the Employer nor the Union intend that any of the terms of this Agreement abridge or diminish the roles of the faculty or the Employer as established in the University Constitution, By-laws and regulations, as amended by the Board of Trustees from time-to-time. Any and all amendments to the University Constitution, By-laws and regulations shall not change the terms of this Agreement.
- 6.4** Neither the Union nor the Employer waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

## **Article 7 UNION RIGHTS**

- 7.1** In accordance with established procedures, the Union shall have the right to reserve and use University facilities, use existing bulletin boards, and communicate with bargaining unit members through the University email system.
- 7.2** On the first day of class and 30 calendar days after the first day of class in both the fall and spring terms, the Employer shall provide the Union the following information on each bargaining unit member:
- a. Name on file with Human Resource Services
  - b. College
  - c. Department
  - d. Rank (e.g., Professor, Associate Professor, Assistant Professor)
  - e. Salary
  - f. Employee Identification Number
  - g. Date of Hire
  - h. University Email Address
  - i. Campus Office Location
  - j. Campus Phone Number
  - k. Home Address
  - l. Cell Phone Number (if available)
- 7.3** On the first day of class of the fall and spring terms of each year, the Employer shall provide the Union a list of all bargaining unit members who are on full-year sabbatical, educational or personal leave, family medical leave, and/or military leave.
- 7.4** The Union shall be provided an opportunity to meet with newly hired faculty members during the Human Resource Services orientation.

## **Article 8**

### **RELEASE TIME FOR UNION BUSINESS**

- 8.1** The Employer shall grant release time or provide additional compensation for Union business, leaves without salary, and additional purchased release time based on the provisions in this article. Additional compensation shall be paid at the overload rate per CHE identified in Article 26 of this agreement. No later than May 1 of each calendar year, the Union shall specify which members of the bargaining unit shall receive a course reduction or other equivalent workload reduction for the academic year.
- 8.2** The Union shall receive 12 credit hours or their equivalent of workload reduction per semester per academic year. The Union may designate which individuals in the bargaining unit will receive release time. Upon mutual agreement between the designated bargaining unit members and the Employer, additional compensation equivalent to the credit hour or equivalent workload reduction per academic year may be provided as an alternative to the credit hour or equivalent workload reduction to ensure that adequate teaching or library resources are available. If an individual receiving release time works in the Libraries, the workload shall be reduced 6.7 % per credit hour equivalent per week per year.
- 8.3** The president and the other individual designated by the Union to receive Release Time will be the points of contact for the Employer in scheduling Labor Management meetings.
- 8.4** The Union may purchase additional Release Time based on the overload rate identified in Article 26 of this agreement.
- 8.5** The Union and any individual assigned 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.

## **Article 9 DUES DEDUCTION**

### **9.1 Dues Deduction**

In accordance with the Northern Illinois University Law (110 ILCS 685/30-45(2)) the Illinois Educational Labor Relations Act (115ILCS 5/11.1 (d) et seq.), the Union will provide the Employer a list of bargaining unit members from whom the employer shall deduct union dues, in accordance with the term of an employee's respective written authorization. Under such arrangement, an amount shall be deducted from each regular payroll period which is equal to the pro rata share of the annual dues, plus any payments or contributions, and the Employer will transmit such deductions to the Union within 10 working days from the time of the deduction. Dues amounts shall be established by the Union and certified in writing (email constitutes written communication for this purpose) by the Union's treasurer to the Employer.

### **9.2 Procedures for Dues Deduction**

- a. The Employer shall deduct dues from the members of the bargaining unit as soon as possible, upon written notice from the Union, in accordance with the deadlines established in the Employer's payroll cycle. The Employer shall not deduct membership dues from anyone in the bargaining unit for whom the Union has not authorized a deduction. The Union will notify the Employer of any bargaining unit members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card. Upon notification, the Employer shall discontinue those deductions as soon as possible, in accordance with the deadlines established in the Employer's payroll cycle.
- b. The deductions shall be made by the Employer in each pay period beginning with the first full pay period following receipt of the written authorization or written notice from the Union. The deductions shall commence as soon as possible, in accordance with the deadlines established in the Employer's payroll cycle.

### **9.3 Indemnification**

The Union shall indemnify, defend, and hold the State of Illinois, Board of Trustees, the University, and its trustees, 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 in compliance with this article. 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.

## **Article 10 GOVERNANCE**

- 10.1** The Union retains the exclusive right to negotiate and reach agreement on wages, hours, and terms and conditions of employment for members of the bargaining unit. Without waiving this right, the parties to this Agreement recognize and support the role of the University Council and Faculty Senate as established by the Northern Illinois University Board of Trustees Regulations and the University Constitution and By-Laws.
- 10.2** The Employer recognizes that members of the bargaining unit have an ongoing interest in librarianship, research, artistry, service and curricular matters. Bargaining unit members actively participate through the shared governance process in issues relating to the intellectual life of the University, as well as operational and fiscal issues, including, but not limited to, long and short range planning, priorities in the deployment of financial resources, acquisition and use of existing physical and human resources, institutional self-study, marketing, public relations, and recruiting activities.
- 10.3** Bargaining unit members have the right to participate in the formulation and recommendation of academic policies and procedures within the University as members of duly constituted bodies and committees at the Department, College, and University levels.
- 10.4** This Agreement is not intended to expand or limit the faculty role in governance as provided in the Northern Illinois University Board of Trustees Regulations and the University Constitution and By-Laws, unless in accordance with specific provisions of this Collective Bargaining Agreement.

**Article 11**  
**PERSONNEL FILES**

- 11.1** 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.*).
- 11.2** 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 the bargaining unit member as the personnel file held or maintained by Human Resource Services in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*).
- 11.3** Personnel files shall not include unsolicited anonymous information from any source.
- 11.4** The bargaining unit member's signature on disciplinary or evaluative material confirms only discussion or receipt of these documents but indicates neither agreement nor disagreement. Bargaining unit members 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.*).
- 11.5** Each bargaining unit member shall be permitted to review their official personnel file according to the Personnel Record Review Act (820 ILCS 40/1, *et seq.*). If authorized by a bargaining unit member in writing, the Union may also review the file in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*).
- 11.6** A bargaining unit member may request a personnel record correction in accordance with the Personnel Records Review Act (820 ILCS 40/1, *et seq.*).

## **Article 12**

### **ANNUAL EVALUATION**

- 12.1** The Faculty Service Report (FSR) is required to be completed annually. The FSR serves as the basis for awarding merit increases in accordance with the department Annual Evaluation.
- 12.2** The FSR may also be utilized:
- a. to provide regular performance feedback to bargaining unit members.
  - b. to inform Tenure and Promotion decisions and processes, unless otherwise specified in department bylaws and procedures.
  - c. to provide information for accreditation purposes.
- 12.3** Each department or equivalent unit shall have or establish an annual evaluation policy. These policies shall be developed and approved by the departmental faculty in accordance with department bylaws and/or shared governance procedures, and approved by the appropriate college.
- 12.4** Annual evaluation policies shall include criteria to evaluate bargaining unit member performance in:
- a. Research, Scholarship, and/or Artistry
  - b. Teaching and/or Librarianship
  - c. Service
- 12.5** Annual evaluation policies shall specify the rating scale used in accordance with the standards used in each department or equivalent unit and the weights given to each component in Section 12.4 of this Article. The rating scale shall indicate whether the bargaining unit member meets, exceeds, or falls below expectations.
- 12.6** If a bargaining unit member's evaluation repeatedly falls below expectations, the chair or supervisor may meet with the bargaining unit member to discuss opportunities for improvement through remediation.
- 12.7** In the evaluation of teaching, student evaluations of instruction shall not be the sole measure. Annual evaluation policies shall specify other appropriate indicators of teaching effectiveness and their weight relative to student evaluations of instruction. In the evaluation of librarianship, the library's evaluation policies shall specify appropriate indicators of performance.
- 12.8** For bargaining unit members on joint appointments, at the time of the initial joint appointment, the relevant departments or equivalent units shall specify in writing the procedures for the annual evaluation. At the time of the initial joint appointment, the relevant departments or equivalent units shall specify in writing the weights given to each component in Section 12.4 of this Article.

**Article 12**  
**ANNUAL EVALUATION (Cont'd)**

- 12.9** Each department or equivalent unit shall evaluate each bargaining unit member for the previous calendar year. Evaluation of bargaining unit members on leave during all or part of the previous calendar year shall follow department, college, and/or university policies, as these policies exist upon execution of this Agreement, any and all amendments to these policies shall not change the term and conditions of this Agreement.
- 12.10** Evaluation policies within each department shall be used to determine the distribution of merit-based salary increases specified in Article 24 of this agreement.
- 12.11** Department evaluation policies shall include procedures for reconsideration.
- 12.12** Department evaluation policies shall be made available to faculty in each department.
- 12.13** Upon a bargaining unit member's request for reconsideration, the department personnel committee shall reconsider her/his evaluation.
- 12.14** Bargaining unit members have the right to appeal evaluations to the appropriate College Council. However, bargaining unit members may only appeal after going through the established reconsideration process at the department level. Evaluations may not be appealed through Article 22 Grievance Procedure of this Agreement.

**Article 13**  
**OUTSIDE CONSULTING, OUTSIDE RESEARCH AND OUTSIDE**  
**EMPLOYMENT**

- 13.1** Bargaining unit members may engage in outside consulting, outside research, and outside employment with prior approval and in accordance with the University Faculty Research and Consulting Act of 1969 as amended (110 ILCS 100/1 *et seq.*), and the University Board of Trustees Regulations, Section II, B.2 as these documents exist upon the execution of this Agreement. Any and all amendments to the University Board of Trustees Regulations, Section II, B.2 shall not change the terms and conditions of this Agreement.

## **Article 14**

### **INTELLECTUAL PROPERTY**

- 14.1 The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports the 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 Employer, has certain rights and interests under State and Federal law with regard to intellectual property developed by bargaining unit members 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 of the Board of Trustees, including Intellectual Property Policy of the NIU Policy Library as these policies exist upon execution of this Agreement. Any and all amendments to regulations and policies of the Board of Trustees and/or the Intellectual Property Policy shall not change the terms and conditions of this Agreement.
- 14.2 Excluding a written agreement under which a bargaining unit member is provided additional pay and/or course release to create course content, the bargaining unit member shall own all aspects of all the intellectual property related to and created by the bargaining unit member for a course, that may include but is not limited to course-specific software created by the individual bargaining unit member, course-specific hardware created by the individual bargaining unit member, uploaded files, and other digital content created by the bargaining unit member. Unless an explicit written agreement between the employer and bargaining unit member specifies otherwise, the ownership of the material continues after the bargaining unit member separates from the employer.
- 14.3 Excluding a written agreement under which a bargaining unit member is provided additional pay and/or course release to create course content, for an online course created by a bargaining unit member, unless the bargaining unit member has explicitly granted rights to other individuals or organizations, the bargaining unit member who created the course content is the only person who may teach that course using said content. Excluding a written agreement under which a bargaining unit member is provided additional pay and/or course release to create course content, the bargaining unit member who created the course content retains control over the future use and distribution of all their online instructional material that may include but is not limited to course-specific software created by bargaining unit members, course-specific hardware created by bargaining unit members, uploaded files created by bargaining unit members, and other digital content created by bargaining unit members.
- 14.4 Bargaining unit members who create course content may enter into a written agreement with the Employer stipulating the materials and the rights to use, reproduce, modify, publicly display, distribute, and profit from the materials. That agreement may include payment and/or course release(s) to the bargaining unit member for the use of course materials.

**Article 14**  
**INTELLECTUAL PROPERTY (Cont'd)**

- 14.5 The parties acknowledge that a number of written agreements relating to intellectual property rights are in existence upon execution of this contract. It is possible that some of those agreements do not conform to the provisions in this article. As much as practicable, the parties will attempt to honor those agreements. Any and all agreements on the intellectual property rights of bargaining unit members initiated after the execution of this agreement must conform to all provisions of this article.
- 14.6 If the Employer needs course content owned by a bargaining unit member to satisfy accreditation requirements or for use in internal assessments conducted by the Employer, the Employer may require access to course content and use that course content for those limited purposes. If the Employer uses course content under the provisions of this section, the Employer shall notify the affected bargaining unit member and the Union in a timely manner.

**Article 15**  
**ELECTRONIC PRIVACY**

- 15.1** The Employer is committed to protecting the privacy of all bargaining unit members and takes all reasonable measures to ensure the privacy of all files stored on assigned computing equipment in accordance with the University Division of Information Technology Policy, Privacy in the Electronic Environment in effect on the date of execution of this Agreement.

## **Article 16**

### **PROGRAM ELIMINATION REVIEW COMMITTEE AND PROCESS AND NOTIFICATION OF PROGRAM ELIMINATION**

#### **16.1 Program Elimination Review Committee**

There shall be a Program Elimination Review Committee (PERC) composed of bargaining unit members selected by the Union. The sole purpose of the Program Elimination Review Committee shall be to provide recommendations to the Executive Vice President and Provost concerning programs being considered for elimination that would result in the layoff of a bargaining unit member(s).

**16.2** The Program Elimination Review Committee shall be selected by the Union.

#### **16.3 Program Review Process**

- a. The Executive Vice President and Provost shall provide the Union with a list of any and all programs that are being considered for elimination and that would result in the layoff of bargaining unit members ninety (90) days prior to the consideration of the elimination at a meeting of the Board of Trustees or its subcommittee.
- b. When the Executive Vice President and Provost provides the Union with a list of any and all programs that are being considered for elimination and that would result in the layoff of bargaining unit members, the Executive Vice President and Provost shall provide the PERC with the following information on the program:
  1. data on enrollment, majors, and course offerings;
  2. data on program costs; and
  3. a list of bargaining unit positions affected by the proposed program elimination.
- c. The Program Elimination Review Committee may request additional relevant information from the Executive Vice President and Provost. Whenever possible the Executive Vice President and Provost shall provide the requested information within five (5) days.

**16.4** PERC shall make its recommendations to the Academic Affairs, Student Affairs and Personnel Committee of the Board of Trustees. Such recommendations shall be provided no later than thirty (30) days prior to the scheduled date for the Academic Affairs, Student Affairs and Personnel Committee of the Board of Trustees meeting.

**Article 16**  
**PROGRAM ELIMINATION REVIEW COMMITTEE AND PROCESS AND**  
**NOTIFICATION OF PROGRAM ELIMINATION (Cont'd)**

- 16.5** Before the Executive Vice President and Provost formally transmits their recommendations on program status to the Board of Trustees, PERC shall make its recommendations to the Executive Vice President and Provost. Such recommendations shall be provided no later than thirty (30) days prior to the scheduled date of the Board of Trustees meeting. The PERC's recommendations shall be included with the Executive Vice President and Provost's recommendations to the Board of Trustees.
- 16.6** A Board of Trustees decision concerning the elimination of any program that would result in the layoff of a bargaining unit member(s) shall be communicated to the bargaining unit member(s) in the affected program and to the Union Chapter President.

## **Article 17**

### **FACULTY LAYOFFS**

- 17.1** The Employer shall not lay off a bargaining unit member except:
- a. In the event of a declared financial exigency that is university-wide as provided in the Board of Trustees Regulations (Section II, Subsection G) as of the date of execution of this Agreement. Any and all amendments to the University Board of Trustees Regulations (Section II, Subsection G) shall not change the terms and conditions of this Agreement.
  - b. In the event of Program Discontinuation or Elimination.
  - c. For purposes of this section: “Program Discontinuation or Elimination” means the discontinuance or elimination of a program subject to review by the Program Elimination Review Committee, under the procedure in the Program Elimination Review Committee and Process Article in this Agreement.
- 17.2** In the event of a layoff(s) the Employer shall notify the Union and the bargaining unit member(s) to be affected by the layoff at least twelve (12) months before May 15<sup>th</sup> of the academic year in which the bargaining unit member(s) may be laid off. The notification shall specify the date of the layoff; provide an explanation of the basis for the decision to lay off the bargaining unit member(s); and explain to the bargaining unit member(s) their right to review the information underlying the decision, the procedures that were followed in making the decision, and the procedures that follow from the date of the notification.
- 17.3** In the event of a declared university-wide financial exigency resulting in a layoff of a bargaining unit member(s), the Union shall have the right to form a Layoffs Review Committee. The Layoffs Review Committee shall have the right to make written recommendations to the Provost and Board of Trustees.
- 17.4** Upon request by the Layoffs Review Committee, the Employer shall provide: at least five years of audited financial statements, approved current-year budget, and the following-year budget.

**Article 17 (cont'd)**  
**FACULTY LAYOFFS**

- 17.5** In making its written recommendation, the Layoffs Review Committee may consider factors that include, but are not limited to, the following:
- a. That all feasible alternatives have been pursued, including expenditure of one-time money or reserves as bridge funding, furloughs, pay cuts, deferred-compensation plans, early-retirement packages, deferral of nonessential capital expenditures, and cuts to non-educational programs and services, including expenses for administration;
  - b. Educational policy, including affirmative action and equity, and the bargaining unit member status.
  - c. The University's financial condition.
- 17.6** For the bargaining unit member(s) who are affected by the layoff, the Employer shall seek to find an assignment for which the members are, or may become, professionally qualified. The Employer shall consider transfer or retraining as alternatives to layoff where justified by particular individual capabilities or skills and by program needs. The Employer maintains the discretion to make determinations regarding alternative assignments. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training shall be provided at the discretion of the Employer.
- 17.7** If layoffs occur, no new tenured, tenure-track, or non-tenure track instructional appointments shall take place in the affected program, with the following exceptions:
- a. Extraordinary circumstances where the program would be placed in critical jeopardy;
  - b. A bargaining unit member agrees to accept a non-tenure track appointment.
- 17.8** No bargaining unit member shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

**Article 17 (cont'd)**  
**FACULTY LAYOFFS**

- 17.9** Bargaining unit member layoffs undertaken for any of the reasons stated in Section 1 of this Article shall be subject to the following procedures:
- a. Part-time and temporary faculty in the affected program shall be laid off before bargaining unit members who have tenure-track appointments.
  - b. Tenure-track bargaining unit members in the affected program who have not achieved tenure shall be laid off before tenured bargaining unit members.
  - c. After following the procedures in 17.9 a. and 17.9 b., layoffs shall be made on the basis of total years of full-time service (including approved leaves) to the University in a bargaining unit position, with those who have served the fewest number of years being laid off first.
- 17.10** For three years after a layoff, the position occupied by the laid-off bargaining unit member shall not be filled by a replacement, unless the laid-off bargaining unit member has been offered reemployment, with at least thirty (30) working days in which to accept or decline the offer.
- 17.11** For three years after a layoff, the laid-off bargaining unit member(s) shall be notified, by the Employer, of all bargaining unit position(s) that are reasonably comparable to their former position, and shall offer that bargaining unit member such position(s). These recall from layoff offers shall take place in reverse order of the layoffs.
- 17.12** A bargaining unit member who is laid off shall continue to be eligible for the benefits of the state group insurance program and the State Universities Retirement System as allowed under the laws, rules, regulations, policies, and procedures governing the insurance program and/or the State Universities Retirement System.
- a. Bargaining unit members who are laid off shall be entitled to accrued benefits in accordance with applicable statutes and Board of Trustees policies. Furthermore, laid-off bargaining unit members who are reemployed shall have reinstated all unused benefits that were earned previously. Tenured bargaining unit members who are laid off shall retain tenured status if later recalled from layoff by the University, unless a tenured bargaining unit member decides to accept a non-tenure-track position. Time spent laid off shall not count toward any part of a tenure track bargaining unit member's probationary period in case of recall from layoff.

**Article 18**  
**ACADEMIC FREEDOM AND RESPONSIBILITY**

- 18.1** The Employer and the Union agree that academic freedom is one of the values essential to higher education.
- 18.2** Within the law, the Employer encourages full freedom of inquiry, discourse, teaching, research, and publication, and commits to protect any bargaining unit member against challenges, from within or without the University, which would restrict the member's exercise of these freedoms. The following descriptions of academic freedom have been adapted from the 1940 AAUP Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive comments.
- a. Research. Bargaining unit members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. But research for pecuniary return shall be based upon an understanding with the Employer.
  - b. Teaching. Bargaining unit members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to persistently intrude matters into their teaching that are unrelated to their subject.
  - c. Public expressions. Bargaining unit members are citizens, members of a learned profession, and representatives of the University. When speaking or writing as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and faculty members, they should remember that the public may judge their profession and the University by their utterances; hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.
- 18.3** Any dispute under this Article shall be resolved under Article 10 and all articles referred to by Article 10, of the By-Laws of the University, as these documents exist upon the execution of this Agreement. Any and all amendments to these documents shall not change the terms and conditions of this Agreement.
- 18.4** Members of the bargaining unit, in their professional roles as teachers, scholars, and colleagues, accept the obligation to exercise sound judgement in using, extending, and transmitting knowledge, to practice intellectual honesty, and to treat students, employees, and guests fairly and with respect, in accord with the standards of expectation of their respective disciplines and the University Statement of Professional Ethics for Faculty, as this document exists upon the execution of this Agreement. Any and all amendments to this document shall not change the terms and conditions of this Agreement.

**Article 19**  
**PROFESSIONAL COMMITMENT**

- 19.1** Bargaining unit members will fulfill their duties in research, teaching, librarianship, and service consistent with the terms of their appointments, relevant university policies and procedures associated with the comprehensive faculty role that are not inconsistent with the terms of this Agreement, and in accordance with Article 20, Workload. Bargaining unit members will comply with the University Faculty Research and Consulting Act, 110 ILCS 100 and the State Officials and Employees Ethics Act (SOEEA), 5 ILCS 430.

## **Article 20 WORKLOAD**

### **20.1 Definitions and Principles**

A comprehensive faculty workload is comprised of the combination of the following categories:

- a. Teaching, or Librarianship, or Credit-Hour Equivalent Activities (henceforth referred to as CHEs)
- b. Research and/or scholarship and/or artistic work
- c. University service, professional service, and/or public service

### **20.2 Maximum Workload for Teaching and CHEs**

With the exception of the provision in Section 3.C. of this Article, the workload of bargaining unit members shall not exceed the equivalent of 18 CHEs per academic year. This assumes that bargaining unit members also engage in research and/or scholarship and/or artistic work, University service, professional service, and/or public service, and meet accreditation and/or certification requirements that apply to them.

### **20.3 Adjustments to Workload for Teaching and CHEs**

- a. Nothing in this Agreement shall be construed as preventing the Employer from assigning bargaining unit members fewer than 18 CHEs in an academic year.
- b. Except by mutual agreement between the bargaining unit member and department chair, and/or except where otherwise specified by department workload policies developed through shared governance, bargaining unit members shall be assigned reduced teaching loads to continue high levels of research and/or scholarly and/or artistic productivity in accordance with department workload policies that have been formally approved by appropriate shared governance processes and in existence upon the execution of this agreement. Departments may develop workload adjustments for high levels of research, scholarly, artistic and creative productivity in accordance with section 20.5 of this Article.
- c. Upon mutual agreement between the bargaining unit member and the Employer, the Employer may assign more than 18 CHEs or equivalent teaching workload per academic year to allow bargaining unit members to maximize their strengths and/or pursue other activities that support the University mission, goals, and needs of the department/school in accordance with any college, department, or school workload policy, this Agreement, and the approved university workload policy. The Employer shall inform the Union of all such agreements before the first working day of the semester in which the Agreement begins.

## **Article 20**

### **WORKLOAD (Cont'd)**

- d. Unless by mutual agreement between the bargaining unit member and the chair/supervisor, a tenure-track bargaining unit member shall receive a teaching load reduction of one course, or three credit hours, each academic year during the first two (2) years of their probationary periods to commit time to research, scholarship, and/or artistic work.

#### **20.4 Workload Policies**

- a. All colleges, departments, schools, or other governing units are authorized to develop new and amend existing workload policies in accordance with this Agreement and in alignment with the University Faculty Workload Policy and Guidelines.

Policies related to workload should stipulate, when practical and where applicable, how online course preparation, online teaching, class sizes, and contact hours related to online teaching shall be counted in bargaining unit members' workloads.

- b. When practical, colleges and departments should have workload policies that account for CHEs in bargaining unit member workloads.
- c. Colleges and departments without an existing workload policy may develop workload policies. Such policies shall be developed and approved by the departmental faculty and Department Chair in accordance with department bylaws, faculty governance procedures, the University workload policy, and this Agreement. Department Workload Policies shall be approved by the appropriate Dean and College Council. College Workload Policies shall be approved by the Executive Vice President and Provost and the University Council Personnel Committee. Approved college and departmental Faculty Workload Policies shall be added to each college and department's bylaws or personnel policies.
- d. Colleges and departments without an existing Workload Policy shall utilize the University Workload Policy to determine CHEs.

## **Article 20 WORKLOAD (Cont'd)**

### **20.5 Amendments to Workload Policies**

- a. Departments may amend Workload Policies. These amendments shall be developed and approved in accordance with the requirements in the department bylaws or faculty governance procedures and in compliance with the College and University Workload Policies, and this Agreement. Amendments to department workload policy shall be approved by the Dean and College Council. Whenever a Workload Policy is amended at the department level and approved by the Dean and College Council, the Employer shall distribute any amended policy to the departmental faculty, and provide the Union with an electronic copy of the final approved policy.
- b. The appropriate dean may develop amendments to college workload policies in consultation with the College Council and College Senate. The college workload policy shall be in accordance with University Workload Policy and approved by the University Council Personnel Committee and Executive Vice President and Provost. The dean shall distribute the approved amendments to the college workload policies to the relevant bargaining unit members, and to the Union for comment. The Dean shall distribute the new college workload policy to the appropriate department chairs, appropriate bargaining unit members, and provide the Union with an electronic copy of the final approved policy.
- c. The Provost may develop amendments to university workload policies in accordance with the University By-laws and Constitution. The Provost shall distribute proposed amendments to university workload policies to the relevant bargaining unit members, and to the Union, for comment. The University Council must approve any changes to university workload policy. If the University Council approves changes to the university workload policy, the Provost shall distribute the new university workload policy to the deans, department chairs, faculty, and provide the Union with an electronic copy of the final approved policy.
- d. Any changes to workload policies must conform to the terms of this Agreement.

### **20.6 Assignment of Workloads**

Each Department Chair/Head or equivalent shall assign workload to bargaining unit members in accordance with approved department, college, and University Workload Policies, and this Agreement.

## **Article 20**

### **WORKLOAD (Cont'd)**

#### **20.7 Specific Situations**

- a. Upon approval of the Chair and Dean in consultation with the bargaining unit member, the bargaining unit member may be assigned to engage in teaching or CHEs for departments other than their own, provided the bargaining unit member has relevant skill and expertise. Those credit hours and CHEs shall be considered part of the bargaining unit member's workload.
- b. For courses that are assigned by the bargaining unit member's Department Chair to be taught by more than one faculty member, and in which all participating faculty are assigned to teach throughout the entire term, each bargaining unit member who teaches the course shall receive teaching credit for the full credit hours for the course. For courses in which a bargaining unit member participates on an intermittent basis or for less than the entire term, as assigned by the department chair, the credit hour teaching workload shall be prorated, with approval by the department chair, based on the contact hours and/or overall responsibilities for which the bargaining unit member was assigned.
- c. For bargaining unit members with joint appointments, a document shall specify how responsibilities for assigning workload will be shared between the unit chairs/directors. This document shall be signed by the chairs or directors involved, the dean(s) of the appropriate college(s), and the bargaining unit member with the joint appointment. In the event that the units involved in the joint appointments have Departmental Workload Policies, the same document shall clarify how those standards will be applied to the bargaining unit member with the joint appointment.

#### **20.8 Summer Assignments and Overload Assignments**

- a. For bargaining unit members on less than a 12-month contract, summer assignments are not considered part of the bargaining unit members' workload; they are separate and distinct. Bargaining unit members may accept summer assignments for additional compensation as per Article 27 Compensation for Summer Teaching of this Agreement.
- b. The Employer shall not compel bargaining unit members to accept summer assignments.
- c. With the mutual written consent of the Chair (or unit Director) and the bargaining unit member, the Employer may assign summer duties to members of the bargaining unit as part of the workload as defined in Sections 20.2 and 20.3 of this Article. In such cases, the Employer shall provide the Union with a copy of the written consent.

## **Article 20 WORKLOAD (Cont'd)**

### **d. Overload Assignments**

- i. Bargaining unit members who accept teaching assignments and/or CHEs above the limits specified in Sections 20.2 and 20.3 of this Article or existing practice, shall be provided with a supplemental contract for an amount specified in this agreement and in accordance with existing practice, approved University Policy, and Article 26 Compensation for Overload Teaching of this Agreement.

### **20.9 Library Workload**

- a. The average workload for library bargaining unit members shall be 37.5 hours per week. The parties recognize that, as professional employees, the number of hours worked by full-time bargaining unit members in order to fulfill their assigned responsibilities, as enumerated in their position description, may fluctuate from week to week. The scheduling of bargaining unit members' working hours shall be the right of the Department Head or Associate Dean. The development of a bargaining unit member's working schedule shall take into account the following factors: the need of the Libraries to perform its service obligations to the University community, the bargaining unit member's professional specialization, and the preferences of the bargaining unit member. To the extent possible, there shall be equitable treatment in the scheduling of bargaining unit members' hours.
- b. Tenured and tenure track library faculty shall receive up to a 20% reduction in their workload to engage in research activity as outlined in Appendix II, Section IIC of the Policies and Procedures for the University Libraries Faculty as in place upon execution of this Agreement. Any and all amendments to Appendix II, Section IIC of the Policies and Procedures for the University Libraries Faculty shall not change the terms and conditions of this Agreement.
- c. Unless by mutual agreement between the bargaining unit member and the chair/supervisor, tenure-track library bargaining unit members shall receive an additional 10% reduction in workload time during the first two years of their probationary periods.

### **20.10 Virtual Office Hours**

- a. Bargaining unit members may hold all or some of their office hours virtually off campus with Chair approval

**Article 20**  
**WORKLOAD (Cont'd)**

**20.11 Assistance for Bargaining Unit Members who Teach Classes With Simultaneous Forms of Instruction**

- a. If the Employer schedules in-person students and remote students simultaneously in a single class meeting, the Employer shall consult with the bargaining unit member, as soon as possible but no less than 30 days before the first-class meeting, regarding assistance that the bargaining unit member will need to teach the course successfully. The Employer shall not make such assistance contingent on the bargaining unit member assigning the rights to the course materials to the Employer.

## **Article 21**

### **TENURE AND PROMOTION**

#### **Preamble**

The tenure and promotion process at NIU emphasizes the role of faculty in evaluating the performance and accomplishments of peers. The process for making tenure and promotion decisions is a dual track system with faculty and administrators with academic rank comprising the two distinct tracks, each with its distinct evaluation. This system originates at the department level and progresses through the college and university levels to final on-campus recommendation by the President of NIU.

- 21.1** Only the Board of Trustees may award tenure and/or promotion to bargaining unit members.
- 21.2** Decisions regarding tenure and/or promotion shall be made in accordance with department, college, and university policies and procedures on tenure and promotion, and the University Board of Trustees Regulations, Constitution and By-Laws. Changes to such policies and procedures must be approved through shared governance, and shall not change the terms of this Agreement.
- 21.3** In any disagreement over tenure and/or promotion recommendations, the bargaining unit member shall have the right to Union representation.
- 21.4 Appeal and Grievance**
- a. A bargaining unit member who claims that tenure and/or promotion was not recommended based on a violation of the Non-Discrimination Article 32 of this Agreement, or one's political views and affiliations as per section 7.2.1.3 of Article 7 in the NIU bylaws at the time of this agreement, can appeal the decision to the University Council Personnel Committee as per Article 7.2 of the NIU bylaws that is in place upon execution of this Agreement.
  - b. A bargaining unit member who alleges that tenure and/or promotion was not supported due to improper procedures, including the application of the criteria for tenure and/or promotion, may ask for a reconsideration and/or reassessment and/or appeal as per Article 7 of the NIU bylaws in place upon execution of this Agreement. Any and all amendments to Article 7 of the NIU bylaws shall not change the terms and conditions of this Agreement.
  - c. If tenure and promotion are recommended by the department and college with no disagreement, and the NIU President does not recommend tenure and/or promotion, the President's decision shall be subject to the Grievance Procedure under Article 22 of this Agreement.
  - d. Except for the provisions in 21.4 c of this Article, any dispute a bargaining unit member or the Union may have relating to tenure and/or promotion shall be handled under the Board of Trustees Regulations, Constitution and Bylaws and department, college, and university reconsideration and/or reassessment and/or appeals procedures, and are not subject to the Grievance Procedure under Article 22 of this Agreement.

**Article 21**  
**TENURE AND PROMOTION (Cont'd)**

**21.5 Explanation of Non-Reappointment**

- a. If the Employer decides not to re-appoint a bargaining unit member during a probationary appointment, upon the request of that bargaining unit member, the Employer shall provide, in writing, the reasons for the decision not to re-appoint.

## **Article 22**

### **GRIEVANCE PROCEDURE**

#### **22.1 Purpose**

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. Nothing in this Article discourages or prohibits the informal discussion of a dispute before the filing of a formal grievance.

#### **22.2. Grievance Definition**

- a. A grievance is an allegation by a bargaining unit member, or members, or by the Union, that there has been a violation or improper application of the provisions of this Agreement.
- b. All provisions of this Agreement are subject to this Grievance Procedure, except as expressly excluded by this Agreement. No grievance shall be considered under this procedure unless it is presented as provided below.

#### **22.3 Notification of Union Officials**

The Union shall furnish the Employer with the name of the Grievance Officer, as it becomes available, but not later than August 1 of each academic year. The Union shall also inform the Employer in writing if the Grievance Officer changes.

#### **22.4 Representation**

- a. Bargaining unit members may have representatives from the Union at any and every step of this Grievance Procedure.
- b. A bargaining unit member may also represent himself or herself in a grievance at Step 1 and Step 2 under this Article. If a bargaining unit member chooses to represent herself or himself, he or she shall inform the Union and the Employer at the time of filing. The Union Grievance Officer shall be notified by the Employer at least 24 hours in advance of any meeting related to such filing. The Union shall have the right to have an observer present at all such meetings. No resolution of a grievance in which a bargaining unit member represents herself or himself shall be inconsistent with the terms of this Agreement, nor shall any such resolution be construed as establishing precedent or as a change to any established practice.

## **Article 22**

### **GRIEVANCE PROCEDURE (Cont'd)**

#### **22.5 Basic Principles**

- a. A bargaining unit member who participates in the Grievance Procedure shall not be subject to retaliation because of such participation.
- b. The parties recognize that day-to-day problems may be discussed between bargaining unit members and supervisors. Such informal discussions are encouraged but shall have no effect upon the time limits set forth in this Agreement.
- c. The various time limits set forth in this Article may be extended only by the mutual written agreement of the Employer and the Union.
- d. A grievance may be processed by the Union on behalf of a bargaining unit member or on behalf of a group of bargaining unit members. The resolution of a grievance filed on behalf of a group of bargaining unit members shall be made applicable to the appropriate bargaining unit members within that group.
- e. This Article does not preclude bargaining unit members from pursuing a remedy through existing statutory or administrative mechanisms, or existing campus appeal procedures established under shared governance.
- f. The resolution of any issue by way of an existing statutory or administrative mechanism, or existing campus appeal procedure established under shared governance, shall not add to, subtract from, or modify the terms of this Agreement, or serve as a binding precedent in future interpretation or application of the terms of this Agreement.
- g. The following matters for which there are existing appeal procedures shall not be subject to this Grievance Procedure:
  1. Sabbaticals
  2. Library Fines
  3. Library Carrels
- h. Findings of Research Misconduct investigations shall be subject to existing appeals procedures and shall not be subject to this Grievance Procedure. However, if the Employer imposes discipline on a bargaining unit member as a result of the finding of a Research Misconduct investigation, the discipline may be subject to this Grievance Procedure.

**Article 22**  
**GRIEVANCE PROCEDURE (Cont'd)**

- i. Findings of Ethics and Compliance investigations shall be subject to existing appeals procedures and shall not be subject to this Grievance Procedure. However, if the Employer imposes discipline on a bargaining unit member as a result of the finding of an Ethics and Compliance investigation, the discipline may be subject to this Grievance Procedure.
- j. The application and limits of this Grievance Procedure regarding tenure and promotion procedures and decisions are described in the Tenure and Promotion Article 21 of this Agreement.

**22.6 Grievance Steps and Time Limits**

**Step 1.**

- a. If the grievance is not resolved through informal discussion, the grievant (or Union) shall have twenty (20) working days from the date that the grievant (or Union) became aware of the event(s) on which the grievance is based, to file a written grievance with the bargaining unit member's immediate supervisor.
- b. The written grievance should contain the following information:
  - 1. specific description of the dispute,
  - 2. the facts giving rise to the dispute,
  - 3. a listing of the article(s) and section(s) of the Agreement violated,
  - 4. a statement as to how the article(s) and section(s) were violated,
  - 5. the date of the violation, and
  - 6. requested remedy.
- c. Within ten (10) working days of receipt of the written grievance, the supervisor shall schedule a meeting with the grievant and his/her Union representative to hear their grievance. During this meeting, the parties shall have the right to present any evidence and information relevant to the grievance. The supervisor, or designee, shall meet with the grievant (and his/her Union representative, if so desired by the grievant) and shall provide a written decision on the grievance to the grievant and the Union, within ten (10) working days after the meeting.

**Article 22**  
**GRIEVANCE PROCEDURE (Cont'd)**

**Step 2.**

- a. In the event the grievance is not resolved in Step 1, the decision may be appealed to the appropriate Dean, or designee provided such appeal is made in writing within ten (10) working days after receipt of the decision in Step 1. The Dean shall schedule a meeting to hear the grievance within ten (10) working days of the filing of the Step 2 appeal. During this meeting, the parties shall have the right to present any evidence and information relevant to the grievance. Within ten (10) working days after the Step 2 meeting, the appropriate Dean or designee shall issue a decision in writing to the Union and the grievant(s).
- b. If the same Dean (or designee) was involved in the dispute giving rise to the grievance, that Dean (or designee) shall be recused from any involvement in Step 2.

**Step 3.**

- a. In the event the grievance is not resolved in Step 2, the decision may be appealed to the Office of the Provost, or designee, provided such appeal is made in writing within ten (10) working days after receipt of the decision in Step 2. If a grievance has been appealed to Step 3, the Provost or designee shall schedule a meeting to hear the grievance within ten (10) working days of the filing of the Step 3 appeal. During this meeting, the parties shall have the right to present any evidence and information relevant to the grievance. Within ten (10) working days of the Step 3 meeting the Provost or designee shall issue a decision in writing to the Union and the grievant(s).
- b. If the same Provost (or designee) was involved in the dispute giving rise to the grievance, that Provost (or designee) shall be recused from any involvement in Step 3.

**Step 4. Mediation**

- a. If no resolution has been reached at Step 3, the Union and the Employer shall utilize the services of a mediator from the Federal Mediation and Conciliation Services (FMCS) to attempt to resolve the grievance. The parties may mutually agree to waive this step and proceed to the arbitration procedure.

**Article 22**  
**GRIEVANCE PROCEDURE (Cont'd)**

- b. Within ten (10) working days of the Step 3 decision, the Union and the Employer will schedule a mediation session through FMCS.
- c. If the parties reach agreement in mediation, that agreement will be reduced to writing, and will be binding on the Union and the Employer.

**22.7 Timelines and Adjustments**

- a. If the Employer fails to respond to a grievance within the applicable time limit, the grievant or Union may appeal the grievance to the next step.
- b. Adjustment of Grievance Steps. Upon mutual agreement, the parties may agree to allow a grievance to be heard at Steps 2 or 3 as may be determined appropriate by the parties.
- c. Stopping the Clock. The grievance clock may stop at any time, upon mutual agreement of the parties.

**22.8 Arbitration Procedure**

In the event that the grievance is not resolved in Steps 3 or 4, the decision can be appealed to arbitration.

- a. Request.
  - 1. If the grievance has not been resolved through mediation, the Union may submit the grievance for arbitration. The Union must deliver a notice of intent to arbitrate to the Employer's office of Labor Relations within fifteen (15) working days of the final mediation session on the grievance.
- b. Selection of Arbitrator.
  - 1. Upon submission of a request for arbitration, the parties may, within ten (10) working days after the request to arbitrate, attempt to agree upon an arbitrator.
  - 2. In the event the parties are unable to agree upon the arbitrator within said ten (10) working-day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall alternatively strike names until a single name remains. The Union shall strike the first name. The person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of his/her selection.

**Article 22**  
**GRIEVANCE PROCEDURE (Cont'd)**

- c. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
  
- d. Decision. The arbitrator so selected shall confer with the Employer and Union representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the Employer has violated arbitrable provisions of this contract. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the Employer's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the Employer and its agents. The decision of the arbitrator shall be submitted to the parties and, if it is rendered in accordance with the provisions of this section, shall be final and binding on the parties.
  
- e. Expenses. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring the same.

## **Article 23**

### **PROGRESSIVE DISCIPLINE**

#### **23.1 Preamble**

- a. The Employer and the Union support collegiality and shared governance and strive to maintain that as a mainstay of its institutional culture. NIU is a community of those whose varied functions, responsibilities, and contributions are supportive of the instructional, research, and service mission of the institution. This is promoted by the integrity and commitment of bargaining unit members mindful of their rights and responsibilities in their interactions. From time to time, it may be necessary for the Employer to take action with respect to a bargaining unit member who engages in conduct incompatible with the responsibilities of faculty membership or, following unsuccessful attempts at remediation, repeatedly demonstrates professional performance in teaching, research, and service that does not meet expectations. The purpose of such actions is to promote a safe and productive work environment for all members of the institution as well as comply with applicable laws, policies and procedures. The Employer and the Union subscribe to the tenets of progressive discipline.
- b. In all cases in which a bargaining unit member could potentially be disciplined, the Employer shall use the seven just cause standards as established in Arbitrator Daugherty's award in the Enterprise Wire Co. (46LA 359, 1966), (Appendix B), to determine if just cause exists.
- c. The Employer shall not take disciplinary action against a bargaining unit member for conduct, unless substantially related to the fitness of the bargaining unit member to engage in teaching, research, service or other assigned duties.
- d. Whenever possible, before discipline is imposed, bargaining unit members shall be provided with opportunity for remediation.

#### **23.2 Notification**

The Employer will notify a bargaining unit member and the Union that there is reason to believe that there may be grounds for discipline within twenty (20) working days of the Provost Office or the Human Resources Services Office being advised regarding the matter.

#### **23.3 Union Representation**

Bargaining unit members shall have the right to have a Union representative present at all meetings that the bargaining unit member is required to attend regarding a potential disciplinary action. If a Union representative is not available, the bargaining unit member has the right to a reasonable delay in scheduling a disciplinary meeting until a Union representative is available.

**Article 23**  
**PROGRESSIVE DISCIPLINE (Cont'd)**

**23.4 Grounds for Discipline**

A bargaining unit member may be disciplined for cause on grounds, including but not limited to:

- a. a determination based on an investigation that a bargaining unit member engaged in intellectual dishonesty;
- b. a determination based on an investigation of a complaint that a bargaining unit member has violated the NIU Responsible Conduct of Research policy;
- c. a determination based on an investigation of a complaint that a bargaining unit member has violated the NIU Ethics in the Workplace Policy;
- d. a determination based on an investigation of a complaint that a bargaining unit member has engaged in an act or acts of discrimination, including harassment, prohibited by law or University policy;
- e. a determination based on an investigation of a complaint that a bargaining unit member has engaged in theft or misuse of University resources;
- f. a determination based on an investigation of a complaint that a bargaining unit member has failed to address a lapse of their professional qualifications;
- g. a determination based on an investigation of a complaint that a bargaining unit member has failed to perform reasonable assigned duties;
- h. a determination based on an investigation of a complaint that a bargaining unit member has used professional authority to exploit others;
- i. a determination based on an investigation of a complaint that a bargaining unit member has violated University policy substantially related to performance of responsibilities;
- j. a determination based on an investigation of a complaint that a bargaining unit member has exhibited threatening or intimidating behavior; and
- k. a conviction for a violation of law(s) substantially related to the fitness of bargaining unit members to engage in teaching, research, service or other assigned duties.

## **Article 23**

### **PROGRESSIVE DISCIPLINE (Cont'd)**

#### **23.5 Informal Steps**

- a. The Employer encourages the maintenance of a positive employee relationship that includes effective communication and feedback between bargaining unit members and between bargaining unit members and their supervisors. Informal attempts to resolve concerns should occur in most cases, where appropriate, prior to taking a formal disciplinary action. The purpose of such informal attempts is to reconcile disputes and concerns early and informally, when that is appropriate, by clarifying the issues involved, resolving misunderstandings, considering alternatives, and noting applicable policies and procedures.
- b. As part of the informal step, 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. The bargaining unit member has the right to Union representation at this meeting. If the parties agree to resolve the matter, within ten (10) working days of the meeting the Chair/Director/Supervisor or designee shall document the agreed upon resolution and provide a copy to the bargaining unit member. A copy of the resolution shall be maintained by the Chair/Director/Supervisor. If the parties do not agree to a resolution, the Employer may choose to proceed with formal disciplinary steps.

#### **23.6 Process to Initiate Minor or Serious Discipline**

Minor Discipline consists of verbal reprimand, written reprimand, and reassignment of duties.

- a. In cases where informal attempts to resolve concerns were not successful and the Chair/Director/Supervisor determines that it is necessary to pursue a minor disciplinary action, the Employer shall notify the Union and the bargaining unit member of the date, time, location, and subject of the pre-disciplinary meeting, and the right of the bargaining unit member to bring a Union representative to the meeting to discuss the concern and the potential for discipline. If a Union representative is not available, the bargaining unit member has the right to a reasonable delay in scheduling a pre-disciplinary meeting until a Union representative is available.
- b. Documentation regarding the minor disciplinary action will be placed in the bargaining unit member's personnel file.
- c. Should the Employer issues a verbal reprimand to the bargaining unit member that shall not be subject to the Grievance Procedure (Article 22) in this agreement. Other minor disciplinary actions may be appealed to steps 1, 2 and 3 of the Grievance Procedure Article 22.6 in this Agreement but may not be advanced to any higher step.

**Article 23**  
**PROGRESSIVE DISCIPLINE (Cont'd)**

- d. If, after two (2) years following the incident or incidents that gave rise to the minor disciplinary action, there have been no other incidents warranting discipline, the bargaining unit member may request (in accordance with 820ILCS 40/Personnel Records Review Act) the Employer to remove all documentation related to the disciplinary action from the bargaining unit member's personnel file(s), and the Employer will not utilize the previous disciplinary action in determining a penalty for any new situation necessitating disciplinary action.

**23.6.2 Serious Discipline**

- a. Serious discipline consists of suspension with or without pay, temporary or permanent reduction in appointment, restitution, temporary loss of privileges, denial of discretionary resources, or withholding/reduction of pay increases
- b. If the Employer believes it is necessary to undertake serious disciplinary action, the Employer shall notify the Union and the bargaining unit member of the date, time, location, and subject of the pre-disciplinary meeting, and the right of the bargaining unit member to bring a Union representative to the meeting to discuss the concern and the potential for discipline. If a Union representative is not available, the bargaining unit member has the right to a reasonable delay in scheduling a disciplinary meeting until a Union representative is available.
- c. Notifications regarding potential serious discipline shall be via university email and shall include the reason(s) for the recommendation. The bargaining unit member will be provided with an opportunity to be represented by the Union and to respond to the recommendation for serious discipline during a pre-discipline meeting to be conducted by the appropriate administrator. The bargaining unit member may be disciplined based on the determination made as a result of the meeting.
- d. Documentation regarding the serious disciplinary action will be placed in the bargaining unit member's personnel file. Serious disciplinary actions are subject to the Grievance Procedure, Article 22 of this Agreement. Serious disciplinary actions are not appealable to any other University appeals process.
- e. If, after four (4) years following the incident or incidents that gave rise to the serious disciplinary action, there have been no other incidents warranting discipline, the bargaining unit member may request (in accordance with 820 ILCS 40/Personnel Records Review Act) the Employer to remove all documentation related to the disciplinary action from the bargaining unit member's personnel file(s), and the Employer will not utilize the previous disciplinary action in determining a penalty for any new situation necessitating disciplinary action.

**Article 23**  
**PROGRESSIVE DISCIPLINE (Cont'd)**

**23.7 Suspension with Pay**

In cases where a bargaining unit member's conduct poses a significant risk of harm to others or where other circumstances warrant, the bargaining unit member may be relieved of duties and suspended with pay while the matter is being investigated. If the Employer suspends a bargaining unit member with pay, the Employer shall notify the Union within one working day of the suspension.

**23.8 Dismissal for Cause Process**

- a. In egregious cases of wrongdoing, or where repeated attempts at progressive discipline have not been successful, the appropriate administrator may elect to initiate dismissal for cause procedures.
- b. The bargaining unit member shall be notified of the intent to recommend dismissal for cause and the notification shall set forth the specific facts and/or reasons for the recommendation to initiate dismissal for cause procedures. Prior to the dismissal of a bargaining unit member, the Provost shall consult with an ad hoc committee comprised of three (3) members of the bargaining unit appointed by the UFA President and three (3) members of the academic administration with tenured faculty status appointed by the Provost. Within ten (10) working days of the notification of the intent to recommend dismissal for cause procedures or such later date as agreed to by the parties, the ad hoc committee shall convene a hearing at which the Provost or designee shall present the basis for the dismissal. The bargaining unit member shall be present at the ad hoc committee hearing and shall have an opportunity to respond to the charges which are the basis for the proposed dismissal. The bargaining unit member shall be provided with an opportunity to be represented by the Union at the ad hoc committee hearing. The ad hoc committee will prepare a written report regarding the matter for consideration by the Provost.
- c. Based on the pre-dismissal meeting, the Provost will make one of the following determinations on the case and notify the bargaining unit member: 1) cause for dismissal exists and is warranted, 2) a lesser disciplinary action may be imposed instead of dismissal, or 3) dismissal for cause is not warranted.
- d. If the determination is to impose a disciplinary action other than dismissal, the Employer shall notify the bargaining unit member and the Union of the disciplinary action and its effective date. Documentation regarding the disciplinary action will be placed in the bargaining unit member's personnel file.
- e. If the determination is dismissal for cause, the Provost shall forward the report of the ad hoc committee to the President for approval. Upon the approval of the President, the recommendation will be forwarded to the Board of Trustees for formal action.

**Article 23**  
**PROGRESSIVE DISCIPLINE (Cont'd)**

- f. The dismissal decision may be implemented following formal action by the Board of Trustees. Upon the implementation of a dismissal decision by the Board of Trustees, the bargaining unit member may be removed from all university duties and payrolls. If the bargaining unit member prevails in a grievance over dismissal, the Employer will provide any compensation required by the award.
  
- g. With the exceptions of the provisions in 23.6 c. of this article, all disciplinary action is subject to the Grievance Procedure, Article 22, of this Agreement.

## **Article 24 SALARY**

### **24.1 2022-2023 Academic Year (FY 2023)**

- a. A 6.5% increase shall be applied to the base annual salary of bargaining unit members. This increase shall be applied after base annual salary increases as specified in 24.6 Promotional Salary Increases and 24.7 Service, Teaching, Artistry and Research (STAR).
- b. After the increases made in (24.1.a.), increases shall be made so that the base annual salary of bargaining unit members shall not be less than the quantities shown in Table 24.5 based on academic rank.
- c. After in the increases in (24.1.b.), 1% of total FY23 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  1. After the increases in (24.1.b.), each department shall receive a proportion of the amount in (24.1.c.) equal to the department's proportion of total bargaining unit base salary.
  2. The amount allocated to each department resulting from (24.1.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.

### **24.2 2023-2024 Academic Year (FY 2024)**

- a. A 3.5% increase shall be applied to the base annual salary of all bargaining unit members. This increase shall be applied after base annual salary increases as specified in 24.6 Promotional Salary Increase and 24.7 Service, Teaching, Artistry and Research (STAR).
- b. After the increases made in (24.2.a.), increases shall be made so that the base annual salary of bargaining unit members shall not be less than the quantities shown in Table 24.5 based on academic rank.
- c. After the increases in (24.2.b.), 1% of total FY24 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.

## **Article 24**

### **SALARY (Cont'd)**

1. After the increases in (24.2.b.), each department shall receive a proportion of the amount in (24.2.c.) equal to the department's proportion of total bargaining unit base salary.
2. The amount allocated to each department resulting from (24.2.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.

#### **24.3 2024-2025 Academic Year (FY 2025)**

- a. A 3.0% increase shall be applied to the base annual salary of all bargaining unit members. This increase shall be applied after base annual salary increases as specified in 24.6 Promotional Salary Increases and 24.7 Service, Teaching, Artistry and Research (STAR).
- b. After the increases made in (24.3.a.) above, increases shall be made so that the base annual salary of bargaining unit members shall not be less than the quantities shown in Table 24.5 based on academic rank.
- c. After the increases in (24.3.b.), 1% of total FY25 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  1. After the increases in (24.3.b.), each department shall receive a proportion of the amount in (24.3.c) equal to the department's proportion of total bargaining unit base salary.
  2. The amount allocated to each department resulting from (24.3.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.

**Article 24**  
**SALARY (Cont'd)**

**24.4 2025-2026 Academic Year (FY 2026)**

- a. A 3.0% increase shall be applied to the base annual salary of all bargaining unit members. This increase shall be applied after the base annual salary increases as specified in 24.6 Promotional Salary Increases and 24.7 Service, Teaching, Artistry and Research (STAR).
- b. After the increases made in (24.4.a.), increases shall be made so that the base annual salary of bargaining unit members shall not be less than the quantities shown in Table 24.5 based on academic rank.
- c. After the increases in (24.4.b.), 1% of total FY26 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  - 1. After the increases in (24.4.b.), each department shall receive a proportion of the amount in (24.4.c.1.) equal to the department's proportion of total bargaining unit base salary.
  - 2. The amount allocated to each department resulting from (24.4.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.

**24.5 Minimum Salary By Rank**

Table 24.5: Minimum annual salary by rank.

Rank	FY23	FY24	FY25	FY26
Assistant Professor	\$67,000	\$70,000	\$70,000	\$70,000
Associate Professor	\$72,500	\$82,000	\$82,000	\$82,000
Professor	\$92,000	\$92,000	\$92,000	\$92,000

## **Article 24 SALARY (Cont'd)**

### **24.6 Promotional Salary Increases**

- a. Upon promotion from Assistant Professor to Associate Professor, the bargaining unit member's base annual salary shall be increased by \$8,000.
- b. Upon Promotion from Associate Professor to Full Professor, the bargaining unit member's base annual salary shall be increased by \$10,000.

### **24.7 Service, Teaching, Artistry & Research (STAR)**

A bargaining unit member who has held the rank of Professor at NIU for five (5) or more years may apply for the STAR recognition by submitting documentation of activities and contributions over the prior five years that align with the mission, vision and values of the University, college, and department/school. Upon approval of the STAR salary increase by the Department Personnel Committee, a bargaining unit member's base annual salary will be increased by \$5,000 effective the subsequent academic year. A bargaining unit member may receive the STAR salary increase no more frequently than once every six (6) years and may receive no more than three STAR increments during their faculty career at NIU.

- a. A joint committee with three representatives from UFA and three representatives from the Employer will convene in Spring/Summer 2023 to define the evaluation criteria for the STAR salary increase; establish the timeline for applications and decisions on the applications; and establish a procedure for appeals of decisions. This committee must establish evaluation criteria that apply equitably across all departments.
- b. Department Personnel Committees shall make STAR approval decisions based on the procedures established by the committee in 24.7.a.

### **24.8 Supplemental Salary Increases**

To retain a bargaining unit member, the Employer may approve a salary increase above the amounts in this article for the purposes of countering, matching, or exceeding bona fide written offers from other institutions, or for adjusting for low salaries, compression, inversion, market, equity, or retention. The Employer shall notify the Union in writing each time such an increase is made, including the amount of the increase and the rationale for the increase.

**Article 24**  
**SALARY (Cont'd)**

**24.9 Salary Inversion**

To address salary inversion issues, bargaining unit members who are compensated at a base annual salary lower than all bargaining unit members in a lower rank in their department (i.e. a full professor below all associate professors or all assistant professors in the department or an associate professor below all assistant professors in the department) shall be provided with an additional increment to address this salary inversion. This increment will increase the bargaining unit member's base annual salary to the amount paid to the lowest paid bargaining unit member in the lower rank where the inversion is occurring within a department. This increment shall be provided after all increments that are identified in Section 24.1 of this article, will be retroactively effective August 16, 2022, for those who are actively employed on the date of execution of this agreement, and is intended to be a one-time adjustment for the term of this agreement.

**Article 25**  
**ADDITIONAL COMPENSATION**

- 25.1** The Employer shall continue providing additional compensation and/or workload adjustments to bargaining unit members serving in assignments including, but not limited to: Assistant Chair, Director of Graduate Studies, Director of Undergraduate Studies, Director of Educator Licensure, and Laboratory Director, provided there is operational need for any such assignments.
- a. Bargaining unit members currently serving in such assignments shall receive from the Employer additional compensation and/or workload adjustments, provided there is operational need.
  - b. The parties recognize that such assignments are subject to merger with other assignments, reassignment and/or elimination based on operational need at the discretion of the Employer.
- 25.2** Other existing types of additional compensation to bargaining unit members shall continue, provided there is operational need for such additional compensation.

**Article 26**  
**COMPENSATION FOR OVERLOAD TEACHING**

- 26.1** Unless mutually agreed upon by the chair of a department or equivalent unit and a bargaining unit member, or as specified by a department or equivalent unit workload policy, the Employer shall not require bargaining unit members to teach above the limits specified in Article 20, Workload.
- 26.2** The chair of each department or equivalent shall notify via university email all bargaining unit members in that department or equivalent unit of the possibility of overload teaching assignments.
- 26.3** In determining the offer of overload teaching assignments, the employer shall consider:
- a. relevant skill and expertise
  - b. distribution of assignments among bargaining unit members that recognizes the availability of, and the previous performance of the bargaining unit member.
- 26.4** The Employer shall notify bargaining unit members who are scheduled to teach an overload course of the cancellation of an assigned overload course section(s) no later than noon on Friday of the week prior to the start of the scheduled overload course(s).
- 26.5** Whenever possible, the Employer shall not pay bargaining unit members amounts less than college, department, and unit practices as these practices exist upon execution of this Agreement. The Employer shall not pay bargaining unit members less than \$2000 per credit hour for each overload course or the equivalent pro-rated amount for the period of overload assignment. Nothing in this Article of the Agreement shall be construed as preventing the employer from paying bargaining unit members more than \$2000 per credit hour for each overload course.

**Article 27**  
**COMPENSATION FOR SUMMER TEACHING**

- 27.1** The Chair of each department or equivalent shall notify via university email all bargaining unit members in that department or equivalent unit of the possibility of summer teaching assignments.
- 27.2** In determining the offer of summer teaching assignments, the Employer shall consider:
- a. relevant skill and expertise
  - b. whenever all interested bargaining unit members have been assigned to teach one course, bargaining unit members may receive consideration to teach a second course.
- 27.3** The Employer shall notify bargaining unit members who are scheduled to teach a summer course of the cancellation of an assigned summer course section(s) no later than noon on Friday of the week prior to the start of the scheduled summer course(s).
- 27.4** For summer courses, whenever possible, the Employer shall not pay bargaining unit members amounts less than current college, department, and unit practices as these practices exist upon execution of this Agreement. The Employer shall not pay bargaining unit members less than \$2000 per credit hour for each summer course. Nothing in this Article of the Agreement shall be construed as preventing the Employer from paying bargaining unit members more than \$2000 per credit hour for each summer course.
- 27.5** Compensation for summer teaching under this Article 27 is confined to the duties associated with teaching courses.

## **Article 28**

### **BENEFITS**

**28.1** Bargaining unit members are eligible for health insurance under the Illinois State Employees Group Insurance Act (5 ILCS 375/1 *et. eq.*). The Union and the Employer agree to accept all terms and conditions of bargaining unit member benefit packages that apply to bargaining unit members as determined by the Department of Central Management Services (CMS).

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

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

**28.3** Each bargaining unit member may purchase an annual ‘faculty/staff’ parking permit equivalent to the ‘Blue’ hanging tag or sticker.

**28.4** Bargaining unit member(s) shall be provided with available adjacent parking at all undergraduate and graduate commencement ceremonies.

#### **28.5 Professional Travel and Development**

- a. The Employer shall provide funding support for faculty professional travel with advanced approval of the chair/director/supervisor in accordance with college, department, and unit procedures for each academic year contingent on the availability of funding.
- b. Effective for FY 2024 and thereafter the Employer will provide a minimum of \$1,200 each fiscal year to support probationary tenure-track bargaining unit members expenses and a minimum of \$800 each fiscal year to support tenured bargaining unit members for travel to a research or teaching related conference or other research/professional development expenses approved by the Employer.
- c. Funds not expended by an individual bargaining unit member in any fiscal year are not transferable to another bargaining unit member. Funds not expended by the end of each fiscal year shall not roll over into any subsequent year.

## **Article 28**

### **BENEFITS (Cont'd)**

d. Procedures for obtaining approval for travel and expenditures will be in accordance with existing departmental professional development travel processes.

**28.6** The Employer may continue to fund internal grant programs supporting faculty research, scholarship, librarianship, and creative activities, including, but not limited to, Research and Artistry Awards.

#### **28.7 Course Releases for Associate Professors**

In order to assist Associate Professors in pursuing promotion to Professor, the Employer will provide up to fifteen (15) course releases each academic year. To be eligible to apply for these course releases, Associate Professor bargaining unit members must possess at least six (6) years or more at that rank and intend to pursue promotion in the next two years subsequent to receiving the course release. The Employer shall also release bargaining unit members who receive this benefit from some service obligations such as committee membership during ~~one~~ the same semester of the academic year in which they receive the course release.

Bargaining unit members who want to take advantage of this benefit must submit an application that includes a brief plan outlining the steps they intend to pursue to strengthen their ability to apply for promotion to their department chair on a deadline in accordance with the Constitution and Bylaws, Article 8, Sabbatical Leave Policy, Board of Trustees Regulations, Subsection E, Sabbatical Leave and the relevant operational procedures associated with Sabbatical Leave. Department chairs will review these applications/plans and approve any that are feasible with respect to the impact on the department's instructional capacity and provided the plan is appropriate for enabling the bargaining unit member to prepare to successfully apply for promotion within the two years subsequent to the course release. Bargaining unit members whose applications are not approved by the department chair may apply again in subsequent years until successful.

If more than fifteen (15) bargaining unit members submit applications approved by their department chair, the Employer shall award the benefit in order of seniority.

If fewer than fifteen (15) bargaining unit members submit applications approved by their department chair, the Employer shall award the benefit to all who applied.

The department chair must notify all applicants of the results in writing and must include the rationale for any applications which are denied. Email is acceptable.

**Article 28**  
**BENEFITS (Cont'd)**

Bargaining unit members who apply and whose applications are deemed acceptable in merit by the department chair, may not be denied the benefit on the basis of instructional capacity two years in a row.

The employer will provide the union with a list of all successful applicants and those who are denied.

Bargaining unit members may only receive this benefit once.

## **Article 29**

### **LEAVES AND MODIFIED DUTIES**

**29.1** The Employer shall continue to provide, upon approval, all leaves and benefits as currently provided to bargaining unit members including, but not limited to, Sabbaticals, Family and Medical Leave Act of 1993 (FMLA), Educational Leave, Bereavement Leave, Temporary Military Duty, Jury Duty, Sick Leave, Disaster Relief, Vacation (appointments 10 ½ months or greater), and Holidays.

Eligible bargaining unit members may apply for Sabbatical Leave in accordance with the Constitution and Bylaws, Article 8, Sabbatical Leave Policy, Board of Trustees Regulations, Subsection E, Sabbatical Leave and the relevant operational procedures associated with Sabbatical Leave.

#### **29.2 Paid Parental Leaves of Absence**

The Employer shall provide up to five weeks (25 working days), upon approval by HRS, of continuous parental leave for the birth or adoption of a child, or assuming the responsibility for a foster child at 100% salary. Parental leave is allowable for the primary and/or coequal caregiver of the child. Whenever possible, advanced notification of the need for such leave shall be provided to the Employer. Parental leave shall be utilized within 12 months of the date of the birth or adoption of the child and will run concurrent with FMLA leave. This is intended to replace the existing twenty (20) working days of Extended Medical Leave provided under Board of Trustees policy, which shall no longer be available to bargaining unit members.

#### **29.3 Paid Medical Leaves of Absence**

The Employer shall provide up to five weeks (25 working days) each fiscal year of non-accumulated paid medical leave, at 100% salary. Such non-accumulated leave shall not be carried forward into the next fiscal year. Paid medical leave is allowable for one's own serious health condition. Whenever possible, advanced notification of the leave shall be provided to the Employer. Paid medical leave shall not be used until the bargaining unit member has used accumulative leave expected to be earned in the 9 or 12 month contract period (10 days for 9 months, 12 days for 12 months) prior to the commencement of this leave and will run concurrent with FMLA leave for which the bargaining unit member is eligible. This is intended to replace the existing twenty (20) working days of Extended Medical Leave provided under Board of Trustees policy, which shall no longer be available to bargaining unit members.

**Article 29**  
**LEAVES AND MODIFIED DUTIES (Cont'd)**

**29.4 Paid Leaves of Absence for Immediate Family Member's Serious Medical Condition**

The Employer shall provide up to five weeks (25 working days), each fiscal year of non-accumulated paid medical leave at 100% salary. Such non-accumulated leave shall not be carried forward into the next fiscal year. Paid medical leave is allowable for the care of an immediate family member, as defined in the Board of Trustees Regulations, Section II. A.8 with a serious medical condition. Any and all amendments to Board of Trustees Regulations, Section II. A.8 shall not change the terms and conditions of this Agreement. Whenever possible, advanced notification of the leave shall be provided to the Employer. Paid leave for an immediate family member's serious medical condition shall not be used until the bargaining unit member has used accumulative leave expected to be earned in the 9 or 12 month contract period (10 days for 9 month, 12 days for 12 month) prior to the commencement of this leave and shall run concurrent with FMLA leave for which the bargaining unit member is eligible.

**29.5 Other Paid Benefits for Family and Medical Leaves**

Bargaining unit members may use accrued sick leave and, if applicable, vacation leave, during the FMLA leave.

As permitted by existing state and federal regulations and laws, bargaining unit members shall continue to accrue sick leave and, if applicable, vacation leave during all periods of FMLA leave, paid or unpaid. As permitted by existing state and federal regulations and laws, bargaining unit members shall continue to accrue sick leave and, if applicable, vacation leave during any non-FMLA leave provided by the Employer, provided that the bargaining unit member remains in a paid status.

**29.6 Modified Duties for Bargaining Unit Members Transitioning from Paid Parental Leave**

- a. During the period following the birth or adoption of a child, upon request by the bargaining unit member who is the primary or coequal caregiver for the child, the Employer shall grant a period of modified duties without a reduction in salary. Bargaining unit members completing any continuous paid parental leave of absence before a semester concludes will be granted modified duties status for the remainder of that semester and will be granted modified duties status in the subsequent semester.

**Article 29**  
**LEAVES AND MODIFIED DUTIES (Cont'd)**

- b. Non-library: Except by mutual agreement between the bargaining unit member on modified duties status and the Department Chair, bargaining unit members on modified duties status shall not be required to teach classes or attend on-campus meetings, but will be expected to fulfill other professional responsibilities, including but not limited to research, scholarship, artistry, course preparation and revision, and supervision of graduate students.
- c. Library: Except by mutual agreement between the bargaining unit member on modified duties status and the Department Chair, library bargaining unit members on modified duties status shall not be required to perform Category 1 duties (librarianship) or attend on-campus meetings, but will be expected to fulfill their duties in Category 2 (scholarship) and Category 3 (service). The maximum period for modified duties for library bargaining unit members is five months.
- d. Whenever possible, modified duties should be constructed in advance of the implementation and the plan for modified duties is to be documented and signed off by the Dean and Provost.
- e. A grant of modified duties is in addition to, and does not affect, any FMLA or other leave to which a bargaining unit member is entitled.

**29.7 Leaves Non-Discrimination**

The Employer shall not discriminate or retaliate against bargaining unit members who have used benefits under the Family and Medical Leave Act of 1993, or any other leaves provided in this article and any other leave provided by the Employer, or for modified duties described in Section 29.6.

**29.8 Continuation of Benefits**

A bargaining unit member on approved leave while on pay status shall 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. All University-paid contributions shall continue provided the bargaining unit member remains in a paid status.

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.

**Article 29**  
**LEAVES AND MODIFIED DUTIES (Cont'd)**

**29.9 Extension of the Tenure Probationary Period for Bargaining Unit Members taking FMLA Leaves of Absence**

Unless otherwise requested by the bargaining unit member, tenure track bargaining unit members taking an approved leave of absence under the FMLA shall have their tenure probationary period automatically extended by 12 months. If after having the tenure probationary period extended, the bargaining unit member requests to return to their original probationary period, the employer shall grant the request and the bargaining unit member will not be held to “early” standards for tenure and promotion. Extension of the tenure probationary period is allowable no more than two times during the bargaining member’s term.

**29.10 Other Extensions of Tenure Probationary Period**

The Employer may grant extensions of the tenure probationary period to bargaining unit members, based on exceptional circumstances, for reasons not covered in this Article. Extension of the tenure probationary period is allowable no more than two times during the bargaining member’s term.

## **Article 30 FACILITIES**

### **30.1 Facilities**

- a. Bargaining unit members shall have reasonable access to classrooms, laboratories, 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, research, advising, and other activities necessary to his or her academic discipline and performance of duties. The space shall include, but is not limited to:
  1. If a bargaining unit member who is not already assigned a private office requests a private office, the Employer shall provide a private office with a desk and two chairs.
  2. The Employer shall provide each bargaining unit member one standard university computer to meet their teaching and operational needs. Bargaining unit members shall have input into the decision of what computer meets their teaching and operational needs, with the final decision on the type of computer determined by the Employer. Most of these computers will be a standard computer model designated by the Division of Information Technology. Upon execution of this agreement, in fiscal year 2024 and remaining years of the agreement, the Employer shall replace 20% of these standard computer models that are older than five years from the date of purchase of the computer.
  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 the performance of the bargaining unit member's duties as approved by the Chair.
  8. 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.

**Article 30**  
**FACILITIES (Cont'd)**

- d. The Employer shall provide bargaining unit members access to such space as approved by the Chair during periods when the building containing the office or research space is closed.
  
- e. The Employer will not relocate a bargaining unit member's office or research space without reasonable justification and notification.

**Article 31**  
**HEALTH AND SAFETY**

- 31.1** The Employer is committed to the safety of students, faculty, staff, and the public it serves. The administration, faculty, and staff have the responsibility to promote health and safety in their environment and operations and shall do so in accordance with any and all applicable federal and state laws, and University Health and Safety Policy.
- 31.2** The Employer shall follow any and all applicable federal and state laws and safety codes with regard to health and safety, including, but not limited to, radiation, laser, and biohazard regulations.
- 31.3** The Employer shall provide all safety items, such as tools, equipment, and personal protective equipment and personal protective clothing, respiratory equipment, and eyewear that are required in accordance with university health and safety policy, state and federal laws and standards.
- 31.4** The Employer shall supply and maintain adequate emergency facilities, equipment, and supplies in accordance with the university health and safety policy and applicable federal and state laws.
- 31.5** The Employer shall pay the cost of and provide required training and supervision to ensure that bargaining unit members who operate machinery, tools and equipment do so with safety and care.

**Article 32**  
**NON-DISCRIMINATION**

- 32.1** 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 33**

### **MISCELLANEOUS**

#### **33.1 Training**

Following the execution of the Agreement, the Employer shall provide training to all chairs/directors/supervisors that addresses the manner in which work assignments are made to bargaining unit members. The training shall include implementing the fair and equitable distribution of work assignments among bargaining unit members in accordance with the provisions of this Agreement. This training shall be a component of the training that will be provided to chairs/directors/supervisors regarding the administration of this collective bargaining Agreement. The Employer shall provide the Union with the training materials that will be provided to chairs/directors/supervisors regarding the administration of this Agreement.

#### **33.2 Legal Political Activity**

The Employer recognizes that bargaining unit members have the right to participate in any legal political activity. Any such activity shall be in accordance with the State Officials and Employee Ethics Act.

#### **33.3 Special Professorships**

Nothing in this Agreement will constrain the ability of the University to create and maintain special professorship designations which may include increments to the 9-month base salary, release time and/or stipends provided that there is continued funding for such additional compensation and/or release time.

#### **33.4 Out of Town Assignments**

Unless the bargaining unit member gives written permission (email is acceptable), the Employer may not assign bargaining unit members teaching or other work duties at worksites farther than 100 miles from the DeKalb campus. Nothing in this article shall be construed to limit travel undertaken on the initiative of a bargaining unit member in connection with the research/scholarship/artistry portion of their appointment.

#### **33.5 Hours of Teaching Assignments**

Unless the bargaining unit member gives written permission (email is acceptable), the Employer may not assign bargaining unit members teaching or other work duties between the hours of 10:00PM to 7:00AM Central Time. Exceptions to this article include work performed as a part of a performance practicum or concert or travel related duties.

**Article 33**  
**MISCELLANEOUS (Cont'd)**

**33.6 Non-Retaliation**

Bargaining unit members shall not suffer retaliation in any departmental, college, or university-wide process, including but not limited to merit reviews, annual evaluations, and promotion and tenure evaluations, for exercising their rights under Articles 20, 22, 29, 33, and all other rights that they have under this agreement.

**33.7 Unintentional Data Breach**

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

**Article 34**  
**NO STRIKE, NO LOCKOUT**

**34.1 No Strike**

During the life of this Agreement, or any extension thereof, the Union agrees that it shall not strike or engage in any concerted interruption of services; nor will its officers or agents authorize or encourage any strike, sympathy strike, or work stoppage, by any bargaining unit members. Nothing in this Section shall preclude bargaining unit members from exercising their right to engage in other lawful, concerted activities for the purpose of collective bargaining.

**34.2 No Lockout**

During the life of this Agreement, or any extension thereof, the Employer agrees that it shall not lock out any bargaining unit member(s).

**Article 35**  
**SAVINGS**

**35.1** Should any part(s) of this Agreement or any provision(s) contained herein be determined to be illegal or invalid by a court or agency of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such a court or agency pending a final determination as to its validity, or if any provision is rendered invalid by subsequently enacted legislation, such part(s) or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If either party makes a request, the invalidated part(s) or provisions(s) will be renegotiated.

**Article 36**  
**Entire Agreement**

**36.1** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**36.2** This Agreement represents the entire agreement between the Union and the Employer and supersedes all previous agreements prior to the date of ratification, oral or written, or based on an alleged past University practice, that occurred before July 1, 2018, either established by the University or between the University and an individual bargaining unit member.

**36.3** Any agreement(s) which supplements this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

**Article 37**  
**DURATION**

**37.1** This Agreement shall become effective as of July 1, 2022, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2026. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing of its desire to modify the terms by June 30, 2025.

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. Such termination date shall not be prior to June 30, 2022 or the expiration date established by way of 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.

**ARTICLE 38**  
**REIMBURSEMENT OF EXPENSES FOR TRAVEL BY VEHICLE**

- 38.1** When the Employer requires a bargaining unit member to travel by car on official university business not related to the bargaining unit member's research/scholarship/artistry activities to locations other than the DeKalb, Illinois or Sycamore, Illinois campuses, the bargaining unit member has the right to, but is not required, to use their own car. University vehicles may be available for use by bargaining unit members through Transportation Services.
- 38.2** Reimbursement by the Employer to the bargaining unit member will be calculated at the-rate established by the Illinois Department of Central Management Services.
- 38.3** In cases in which the bargaining unit member is engaging in travel as defined in 38.1, the number of miles traveled shall be calculated in accordance with Illinois Higher Education Travel Control Board Guidelines.

## 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**

**UNITED FACULTY ALLIANCE, UNITED  
PROFESSIONALS OF ILLINOIS (UPI) IFT-  
AFT, AAUP**

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**Northern Illinois University  
Board of Trustees**

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**John Miller, President  
United Professionals of Illinois (UPI)  
Local #4100**

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**Kerry Ferris  
UFA/UPI Chapter President**

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**Richard Grund  
UFA/UPI Lead Negotiator**

## Appendix A DEFINITIONS

1. *Academic Year*: The period of time that includes the ‘Fall’ and ‘Spring’ academic terms as aligned with a bargaining unit members appointment notification.
2. *Academic Term*: Shall mean a semester.
3. *Bargaining Unit Member*: Tenure and tenure track faculty as defined in the Recognition Article 2.
4. *Board of Trustees*: 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*).
5. *Chapter President*: The President of Northern Illinois University, Tenure and Tenure-Track Unit, United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, AFL-CIO.
6. *CHE*: Credit Hour Equivalent
7. *Days*: For purposes of this Agreement, 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.
8. *Dean*: Chief Academic and Administrative Officer of an Academic College or Library.
9. *Department*: The academic department within the College in which the bargaining unit member is primarily employed.
10. *Department Chair*: The person immediately responsible for the academic department within the College in which the bargaining unit member is primarily employed.
11. *Employer*: Northern Illinois University.
12. *Faculty Salary Study*: A salary equity and compression/inversion study as defined in the Salary Article 24.

**Appendix A**  
**DEFINITIONS (Cont'd)**

13. *Personal Protective Equipment*: Personal protective equipment, commonly referred to as “PPE”, is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests and full body suits.
14. *President*: Chief Administrative Officer of Northern Illinois University
15. *Provost*: Executive Vice President and Provost of Northern Illinois University.
16. *Union*: United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, AFL-CIO.
17. *Union Officials*: The President, Vice President, Secretary, Treasurer, Chief Negotiator, for the United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, AFL-CIO.

**Appendix B**  
**SEVEN TESTS FOR JUST CAUSE**

**From:**

**In re ENTERPRISE WIRE COMPANY (Blue Island, Ill.) and ENTERPRISE INDEPENDENT UNION  
March 28, 1966**

**Arbitrator: Carroll R. Daugherty**

1. Did the company give to the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?
2. Was the company's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?
3. Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the company's investigation conducted fairly and objectively?
5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the company applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the company in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the company?

**MEMORANDUM OF UNDERSTANDING  
(Interim and Acting Appointments)**

This memorandum of understanding is between Northern Illinois University (NIU) Board of Trustees (Employer) and the NIU Tenure and Tenure Track Unit, United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, and AFL-CIO.

It is intended to clarify the status of interim and acting appointments to positions identified as excluded under Article 2.1.2 Recognition of the Collective Bargaining Agreement. The parties agree that from time to time it is necessary for the Employer to appoint bargaining unit member(s) to an acting or interim basis to an excluded position.

The parties agree that in such instances the bargaining unit member will maintain included status for the duration of the appointment if the appointment is for a period that is four months or less. Should the duration of the appointment be for a period greater than four months the bargaining unit member will be converted to an excluded status for the duration of the acting or interim appointment.

When the Employer initiates an acting or interim appointment to an excluded position the Union will be provided with written notification.

\_\_\_\_\_  
Northern Illinois University  
Executive Vice President and Provost

\_\_\_\_\_  
Date

\_\_\_\_\_  
United Faculty Alliance, University  
Professionals of Illinois, Local 4100,  
IFT, AFT, AFL-CIO

\_\_\_\_\_  
Date

SIDE LETTER OF AGREEMENT FY 23  
Professional Travel and Development

Professional Travel and Development

- a. Effective for FY 2023 the Employer shall provide funding support for faculty professional travel with advanced approval of the chair/director/supervisor in accordance with college, department, and unit procedures for each academic year contingent on the availability of funding
- b. The Employer will provide a minimum of \$500 to support probationary tenure-track bargaining unit members expenses and a minimum of \$500 to support tenured bargaining unit members for travel to research or teaching related conference or other research/professional development expenses approved by the Employer.
- c. Funds not expended by an individual bargaining unit member in any fiscal year are not transferable to another bargaining unit member. Funds not expended by the end of each fiscal year shall not roll over into any subsequent year.
- d. Procedures for obtaining approval for travel and expenditures will be in accordance with existing departmental professional development travel processes.