



# **BOARD OF TRUSTEES**

**ACADEMIC AFFAIRS, STUDENT AFFAIRS  
AND PERSONNEL COMMITTEE**

*May 10, 2018*

**A G E N D A**

**NIU Board of Trustees  
ACADEMIC AFFAIRS, STUDENT AFFAIRS AND PERSONNEL COMMITTEE  
8:30 a.m. – Thursday – May 10, 2018  
Board of Trustees Room  
315 Altgeld Hall**



1. Call to Order and Roll Call
2. Verification of Appropriate Notification of Public Meeting
3. Meeting Agenda Approval ..... *Action*..... i
4. Review and Approval of Minutes of February 15, 2018 ..... *Action*..... 1
5. Chair's Comments/Announcements
6. Public Comment\*
7. University Recommendations
  - a. Collective Bargaining Agreement (AFSCME 1890) ..... *Action*..... 19
  - b. Collective Bargaining Agreement (MAP 291) ..... *Action*..... 20
  - c. Recommendation for Faculty Tenure and Promotion 2018-2019 ..... *Action*..... 21
  - d. Request to Transition Tenure Homes..... *Action*..... 23
  - e. Request for New Degree Program – M.S. in Data Analytics. .... *Action*..... 24
  - f. Request for New Degree Program – B.S. in English. .... *Action*..... 26
  - g. Request for New Degree Program – B.S. in Mechatronics Engineering..... *Action*..... 28
  - h. Request for Deletion of Emphases within Electrical Engineering..... *Action*..... 30
  - i. Request for Deletion of Specialization in Art Education ..... *Action*..... 31
  - j. Request for Deletion of Center Status ..... *Action*..... 32
  - k. English Oral Proficiency Annual Report..... *Action*..... 33
8. Other Matters
9. Next Meeting Date
10. Adjournment

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

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

Minutes of the  
**NIU Board of Trustees**  
**Academic Affairs, Student Affairs and Personnel Committee**  
February 15, 2018

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 12:36 p.m. by Chair Wasowicz in the Board of Trustees Room, 315 Altgeld Hall. Recording Secretary Parrish conducted a roll call. Members present were Trustees Barsema, Butler, Coleman, LaGioia, Struthers and Chair Wasowicz. Trustees Boey and Herrero were absent. Also present were Lisa Freeman, Matt Streb, Gregory Brady and Chris McCord.

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

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

**MEETING AGENDA APPROVAL**

Committee Chair Wasowicz asked for a motion to approve the agenda. Trustee Barsema moved approval of the meeting agenda, unidentified seconded the motion. The motion passed.

**REVIEW AND APPROVAL OF MINUTES**

Committee Chair Wasowicz asked for a motion to approve the minutes of November 16, 2017. Trustee Coleman moved and Trustee Struthers seconded. The motion passed.

**CHAIR'S COMMENTS/ANNOUNCEMENTS**

Committee Chair Wasowicz mentioned the passing of Lt. Paul Bauer, a NIU Alumni, he also discussed enrollment and that he had attended this year's Business Olympics. He advised that there are two information items today; the annual report on the outcomes of sabbatical leaves and a presentation on sabbatical leave. There are 17 approval items, including recommendations for faculty and supportive professional staff, sabbatical leaves for the 2018-19 academic year, deletion of specialization in Spanish, deletion of degree program in German and Spanish, request for new emphasis in German, Spanish, and Hispanic studies, deletion of emphasis within German and within Spanish, request for a new minor in World Languages and Cultures, deletion of minors in Chinese studies, French, German, Italian, Japanese studies, Russian, and Spanish, deletion of degree program in General Studies within the College of Engineering and Engineering Technology, deletion of specialization in Early Childhood Special Education, request for a new minor in Special Education Foundations, request for new minors in Sports Management and Sports Sales, request for a new degree program, a BS, in Sports Management, request for a new minor in Social Change Leadership, request for new specializations in Clinical Mental Health Counseling and in School Counseling, request for new degree program, Master in Science, in Digital Marketing, request for new degree program, Master in Science, in Health Sciences, and request for new degree program, Ph.D., Computer Science.

**PUBLIC COMMENT**

General Counsel Brady indicated that there was one request for public comment, Evan Johnson and requested that he go to the podium.

Evan Johnson: Alright. My name is Evan Johnson. For those of you that don't know me, I am the current president of Phi Kappa Theta. The reason I signed up for this time slot is because I had class earlier today and I have class later as well, so this is all that would fit in my schedule. So, thank you for

allowing me to speak today. The things I want to touch on is what my organization is facing. I actually did accept responsibility for it, and we put things in place to change it. The second thing I want to touch on is some of the unethical practices we discovered throughout this process. And the third thing I want to touch on is what I hope to gather from actually coming here and speaking to be able to benefit the student's enrollment and the faculty which I have tremendous respect for. So, when I was first made notice of the sanctions that my organization was facing, I was not the president at the time. I was currently the Philanthropy Chair. I was voted in, and I also volunteered to go ahead and speak and work with the school on these sanctions. Since we were a first-time offender and we had no previous violations in the past four years, that does qualify us as a first-time offender. I immediately sat down with the Alumni Board and Nationals to develop a plan to re-culture our house. We also had our Nationals invest thousands and thousands of dollars in a regional leadership conference to re-culture our house. So, I went to Student Code of Conduct and presented the plan, and I asked them for an opportunity to be able to work amongst ourselves to be able to re-culture the house. Since we were a first-time offender, this should only be a semester suspension. However, they told us we were facing three years which did not make sense with the qualifications that we had, and they told me that they would not be able to knock it down to a semester. So, I initially want to take responsibility, and I wanted to work with them to ensure this doesn't happen for other organizations. However, I wasn't given the chance to. So, from there, I hired an attorney to do more research on the case. Upon doing more research on the case, I found a lot of unethical practices that were occurring. First and foremost, Student Conduct acts as the judge, jury, and executioner. The head of Student Conduct is able to go on compliance checks, go into your house, and take pictures of the violations. Now, this is necessary in order to ensure safety; however, the problem is, once she does that, she also compiles the charges and sends them out to you. She trains the people who actually interview you on the process. If you are found guilty and want to move forward with a hearing, she also has the opportunity to decide if you have a hearing judge or a hearing officer which is very unfair even though it's supposed to be the student choice in the handbook. And then also they train the hearing officer or the hearing judge. If you go to the hearing, like we did, and you find that their findings are not acceptable, you can file for an appeal, due on four criteria if there was a biased or a misclassification or something of that sort. The problem with this is in order to get your appeal granted, the head of Student Conduct has to accept it and say that it's okay and you meet one of the four criteria. Now, there has been some situations where she recuses herself. However, that is very difficult and there is not much oversight. Some things we also found when they were going through the house to do the compliance checks, Student Conduct has put their hands on kids. The head of Conduct has. There's been a few incident reports of this, in order to grab them and catch them doing something wrong. Also, when they went to hearings, members of the Alpha Sigma Alpha sorority had written testimonies, saying they were coerced into saying things they did not want to say. They told them if you do not cooperate and give us your phones, you will face similar charges. In the recent Sigma Kappa hearing, they spoke to the girls and said if you do not cooperate, you will face a similar outcome, like PIKE did because of what your organization is practicing. So, I am here today really to focus on the fact that we are willing to accept responsibility as long as we had a fair punishment; however, we were misclassified and no one listened to us without having to go forward with an appeal. Also, with the appeal, we had five business days to write it, and they've had it for over fifteen business days. The problem with this is not waiting. The problem is we have members not sure where they're living next year, members who want to switch schools because they can't afford to live in the dorms or the apartments, and really they're not sure about the future, and they've really lost faith of NIU due to the practices at Code of Conduct. So, what I hope to get from speaking on this awareness and I'll also answer questions as well is the fact that we develop a system where there is oversight, a third party governing Student Conduct to ensure it's a fair relationship for the Greeks and for other organizations and for Student Conduct and really to have better transparency because I want to make sure that there is enough enrollment, that there's donors, and that people are proud to be at NIU instead of people being ashamed at the lack of transparency due to social media scandals, watch lists, and things of that nature. So, that is all I have to say. And thank you today for taking the time and allowing me to speak.

Trustee Barsema: What's your timeline, in terms of filling your house? So, what's the urgency if there

was some interest in working with your house? What's sort of a reasonable time frame for you?

Evan Johnson: Right. So, the problem doesn't really come for re-signing the house. The problem is the apartment leases. A lot of the apartments fill up, usually October, November, December or early winter, and a lot of these kids who cannot afford to stay in the dorms, they find comfort in the fraternity house because it's significantly cheaper. And the next best alternative is the apartments; however, most of the apartments are booked now. So, if we do not no longer have a fraternity house, they're not going to have a place to stay. A few of them have told me that they will have to transfer, and they don't want to leave here. So, I am worried in the fact that if this continues for other houses where they face unfair punishments and bias that we're going to have a dip in enrollment due to the Greek community suffering.

Committee Chair Wasowicz: You were the Philanthropy Manager and what was your philanthropy?

Evan Johnson: So we had Kick for the Kids this year. So, we worked with the Children's Miracle Network. We had a kickball game where we donated over \$1,000, and I think we had a little bit more as well around \$1,500 for Children's Miracle Network. And, then I'm now currently the active president as well. And I also had us go to other sororities' philanthropies as well. I went to the Delta Gamma philanthropy, the Sigma Kappa philanthropy. I attended the Phi Sig philanthropy as well. They had a joust. So the Greek community really raises a lot of funds for philanthropies which helps enrollment in the school, and without the Greeks, I feel the school's gonna suffer because a lot of the donors are Greek alumni, to my understanding.

Trustee Barsema: Expressing your views and such, as we told the group this morning, we take this very seriously from a Board of Trustees standpoint. It's a shared responsibility that we both have. Clearly, the Greek community has to be accountable for their actions, and we have to be accountable for having a fair process. So, we get that, and I want you to know that as a Board of Trustees, we take this very seriously. I'm going to lob you a softball here, but I want to hear it from your words. What does a three-year suspension do to your fraternity?

Evan Johnson: Thank you actually for asking that. I missed it. So, most people think in three years, your fraternity will come back and everything will be fine. However, you lose all of your members, so you actually have to reapply to Nationals to get your charter back. You have to reapply to the school, and then alumni who are in their 20s, 30s, and 40s actually have to come on campus and recruit kids. It completely really changes the whole morale of the house. It completely wipes out any positivity that you've done, and now there's a negative connotation about your fraternity. So it really devastates it. It's not a learning or an educational experience. A semester gives people the educational opportunity to change the wrongdoings of a few of their members which isn't the whole majority of the house; whereas, three years punishes the whole house and completely wipes out the culture and membership. It would probably take, in my estimate, maybe 10-15 years to have a full house again and be, you know, middle, top tier to where you're actually actively involved around the campus. So, it's not really a joke when you say three years. It completely destroys the fraternity.

Trustee Barsema: So, if I'm a freshman right now and I just pledged this past fall, what happens to me? Am I free now to go pledge another fraternity if I want to? Is that typically what's going to happen to a freshman or sophomore?

Evan Johnson: So, here's some of the problems. If you're already recognized at the national level, a lot of other fraternities won't accept you, because in their bylaws, they do not take members of other houses, so even if you lose your local chapter, you're still nationally Phi Kappa Theta, so you cannot join another house. So, a lot of our freshman will be completely robbed of the educational experience of Greek life, and so will the sophomores. If there is some who decide to stick around and keep a colony, they do not have a support structure from Nationals. They do not have advisors that can help them, and they would have to take it amongst themselves senior year to apply for a charter, apply at the national

level, and try to re-culture the house, but realistically without that guidance, no one's going to want to do that. They're going to be very discouraged with the school, and it's going to hurt enrollment in my opinion.

## UNIVERSITY RECOMMENDATIONS/REPORT

### Agenda Item 7.a. Annual Report on Outcome of Sabbatical Leaves

Committee Chair Wasowicz: At this point, I'd like to ask our Executive Vice President and Provost, Chris McCord, to present the University report.

Executive Vice President and Provost McCord: Thank you, Chair Wasowicz. We will begin with the annual report on the outcome of sabbatical leaves. You have a report in your board materials. I would like to make a few comments about those materials. Academic leave, which is commonly referred to as sabbatical, is a really important component in maintaining a faculty who are on the leading edge of their disciplines. In the course of a normal year, in the course of a normal semester, we call on faculty to do many things: To teach classes, to prep classes, to engage with students, to provide services to their units and the University community, as well as remain actively engaged in their discipline. That mix of activities is the essence of faculty life, but it is also a draw on people's time and does not always position them to stay absolutely on top of their discipline. Academic leave provides an opportunity for faculty members to focus intensively on an intellectual pursuit. It can provide the opportunity to bear down and bring a major project to completion or it can be an opportunity to formulate and validate a long-range plan that a faculty member will pursue over the next several years. We recognize that, as with any other part of our work, it's the outcomes of sabbaticals that we need to judge. They are what justify the ongoing commitment of time and talent. To that end, we take very seriously the evaluation of outcomes of academic leave. The intellectual life cycle is a long one. The planning, the research, the writing, the lab work, the studio work has to be done. Then the products in books, grants, journal articles, presentations have to be proposed and accepted. For that reason, as we look at outcomes, we take somewhat of a long view. We don't ask what the immediate outcomes are; we step back and look at the span of a few years. So, every year we survey sabbatical outcomes, looking back at those who participated in their academic leave several years before. The report you have in front of you is people who participated in academic leave in academic year '14-'15. They were surveyed this past fall and you see before you the list of all of their outcomes. I don't want to recite that list, but there's two things I think I'd particularly like to underline about it. We had 29 faculty report their outcomes. They reported 442 outcome products. That's 15 per person on average. That's an impressive list of productivity from our faculty. And I think what's particularly worth noting in that is among those activities, there were 41 grant applications, of which 29 were successful. I don't think it's 1:1, but 29 faculty collectively received 29 grants. Those grants generated 1.76 million in funding of which 1.69 million was external. Questions from the Board about the Outcomes Report?

Trustee Struthers: The report's well-done, and the reflection's piece is a nice, tidy way to capture the essence.

Trustee Butler: Chris, I just want to point out that in some of the narratives provided in the long form report, you see Aaron Fogleman who we heard from at our last group of committee meetings, and he even mentioned personally how important that leave was to the project that he was working on.

EVPP McCord: Yes. And I think particularly for disciplines such as history where you need the time to really ask, "Is this project a book project?" In the humanities and social sciences, a book project is a multi-year commitment to a single focus. You really have to work hard and carefully to even determine if that project is worth pursuing. So, it's not just the time to write the book. It's the time to do all the deep analysis that tells you, "Is this the book worth writing?"

## Agenda Item 7.b. Faculty Presentation on Sabbatical Leave

Executive Vice President and Provost McCord: So, as part of our report on academic leave outcomes, the Board's established a custom of inviting a faculty member to come and speak briefly about their work. I'm very pleased to introduce to you, Dr. Lichuan Liu, Associate Professor of Electrical Engineering and Director of the Digital Signal Processing lab. She and one of her students will be reporting on Dr. Liu's work. Dr. Liu works in active noise cancellation in neonatal intensive care units. This project has obtained approximately \$1 million in external grants from the Gerber Foundation and The National Science Foundation Small Business Technology Transfer Program. Dr. Liu?

Professor Lichuan Liu: Good afternoon, everyone. Thank you for being here to give this opportunity to share my outcome from my sabbatical leave. So, the topic of my presentation is active noise control system application, BANM, bonding, attenuation and the non-intrusive monitoring for infant incubators. So, as we know, every year 20 million infants are admitted to NICU, a neonatal intensive care unit, because of very low birth weight, premature or very ill. NICU can provide very good care for them, so the survivor rate dramatically increased. However, there's three problems in NICU. The first one is the noise level at NICU is really high. The average level is around 50 to 75 dB. So that is like a very noisy street. The peak level is around 120 dB, so that is similar to somebody drilling in the street. However, the recommendation for the environment of a hospital is 35 to 45 dB; that is similar to a quiet library. So, this high level noise because many bad health effects to those preemies such as sleep disturbance, language development problems, and the most serious one would be hearing loss. According to research, half of the graduates from NICU are going to have a different level of hearing loss, and 3% of them might be totally deaf. So, hearing aids are needed for those kids. The second problem in infants at the NICU, they're going to miss the bonding opportunities with their parents or caregivers. So, babies will suffer from, lose the bonding opportunities and also their sort of foundation for their future relationship. Young parents, especially mom, may suffer from baby blues. The third problem there in NICU is all those sensors -- monitors that are attached to those tiny little infants and they are discomfort, intrusive, and maybe even unsafe. The current solution for those three problems are for noise, people try to use noise-absorbing panels to reduce the noise or ask the staff to reduce activity. However, they can only reduce the noise by 3 to 5 dB. So from a very noisy street to still a noisy street. That means around 2 times or 2.5 times lower. So, not efficient. And for the bonding opportunities, you cannot access NICU 24/7. So, there is no current solution at all. For monitoring, all the systems and methods used are still intrusive. So, here comes our solution: Bonding, attenuation, and non-intrusive monitoring for incubators required a BANM noise cancellation system. So, BANM system has three subsystems focused on those three problems. For noise, we use adaptive noise cancellation system to reduce the noise. So, the red one is the amount of noise we want to reduce. And the blue one regenerates <unhigh> noise. So, the red one plus blue one, noise is reduced. Our system can reduce the noise by 30 dB; that is like 1,000 times lower. So, from a very noisy street, now to a quiet library, and I want to play the – (plays tape). This is after (plays tape). Yeah. So, you can hear a difference, right? And for bonding opportunities where you integrate two-way communication systems with ANC. So mothers, right? Parents can hear their baby and the baby can also hear their voice or singing any song. So, you can also hear the difference. (Plays tape). So, we have this incubator, this testing system, at our lab, and the incubator was provided by GE Healthcare. For monitoring problem, we use artificial intelligence technique to classify and identify infant's sound. We started with baby cry signals. So our <inaudible> can tell why baby's crying, and now we want to – and the current classification rate is about 70%. Now, we want to extend to other sounds like breath sounds, heart beat sound. So, we try to solve those three problems. Now, I want to share the research outcomes from sabbatical leave and from this BANM system. Directly from sabbatical leave, we have journal articles, conference papers. One technique report to ASF and one presentation to <SIM?>. And I want to mention, we have three US patents granted based on this same system, <inaudible> in three years. And in terms of external funding and a grant, the BANM system was supported by NIU, internal grant, Venture Grant, and also Gerber Foundation. Then, it was supported by ASF or SVTR. Phase 1 and Phase 2, and Phase 2 is through Invictus Medical which is our business partner at Texas. So, the current application for BANM system, we can use a system update current existing incubators at hospital, and for new incubator manufacturing,



they can also use it to design new incubators. I also want to mention the baby cry or baby sound identification system can be separate designs as consumer products. For example, smart baby monitoring or infant translator. The long-term application from BANM system can be anywhere you want to reduce noise level, and using artificial intelligence, machine learning to identify other sounds; for example, explosion activities. We can imagine huge application in DOD or human security. So, we also use the material contents involved with BANM system to update and do some curriculum innovation. We have four new courses, curriculums, highly involved with BANM system concepts and theory, including one undergraduate and three graduate courses. We also use, you know, the system, the materials, try to connect those things with the concepts and theory. We talked in the classroom so students feel, right, the knowledge they are learning right now can help those tiny, little infants. So, they got excited. We have one undergraduate and three graduate courses, updated based on BANM system. And, in terms of education outcomes, we have four master physicists for independent studies, two MS research projects, and for undergraduate, we have two undergraduate honor research project, one senior design project. It was the first-place award during that year's senior design contest, and the one, remember, Amanda Walsh, was hired by GE Healthcare after graduation. Student participation and support, so we try to support our students through this project. We can, besides the outcomes we just mentioned, we have six graduate students who were supported by this project directly, and the one MS graduate student was hired directly by Invictus Medical, our partner at Texas. Besides sabbatical leave and the BANM system benefit myself research education and teaching also benefit my department, it has their own broader impact. So, first of all is the social benefit. As we know, globally, the annual cost for hearing loss is \$750-\$790 billion a year. So, hopefully, BANM system can reduce the cost by reducing the hearing loss for those tiny, little infants. Since bonding can provide a solid foundation for those kids' future relationships in work, family, society. So, we have family benefits. And a third one, we view this one as the most important, BANM system improves annual research reputation. We think it's priceless and cannot count by dollar amount. That's all. And I also brought my student. He's doing the extended system for BANM. We're going to have the larger scale, more application for active noise controlled system. Any problems? Any questions?

Trustee Barsema: I would just say, Dr. Liu, I saw you probably three years ago when you presented to the NIU foundation for the internal funding. And the progress that you've made on your idea, your concept, your product has been tremendous. Congratulations. It's great to see the progress you've made. It's outstanding.

Professor Liu: Thank you.

Thank you very much. I appreciate your coming here and the work that you've been doing. What's a technical report?

Professor Liu: To offset the cost, we have the ASF SGTR grant, so we submitted the technical report to ASF.

Committee Chair Wasowicz: I have a couple questions actually. Is there any connection between autism and the sound with newborns take in like that?

Professor Liu: Yes. I believe current research today shows like those annoying noise like siren or fire trucks, they may cause, they may trigger autism.

Committee Chair Wasowicz: Okay. My other question is for Jerry. So, Jerry, and again maybe I'm showing my ignorance here, are these things that you're working with and then we're looking for patents and monetization and things like that or?

Jerry Blazey: So, it turns out that the Northern Illinois Research Foundation shares ownership of this IP and were helping to commercialize the technology with Invictus.

Committee Chair Wascowicz: Okay. And then maybe my next question would be for Sol, then. I was just on the Invictus web site here, and I'm looking for our name on there somewhere as far as partnerships and things like that. It would be nice if we could get that on there from a marketing standpoint. Just a thought, but I'm looking here, and I'm not seeing it.

EVPP McCord: Two thoughts that I'd like to add, if I may. The point was raised earlier about the connection between the research agenda and the curricular agenda. I think we saw very clearly, Dr. Liu cited the many ways in which this research has come back into the curriculum, both to create new courses, to modify existing courses. And I will note that we expect to be soon bringing to the Board of Trustees a proposal to evolve the Biomedical Engineering program within Electrical Engineering into a separate degree program, so this is even coming up to the level of helping to stimulate a new high-demand degree program for the University. We do not bring that today, but we are looking forward to bringing that in the near future.

### **Agenda Item 8.a. Recommendations for Faculty and Supportive Professional Staff Sabbatical Leaves for the 2018-2019 Academic Year**

EVPP McCord: So, we now turn to the action items, Agenda Item 8.A. is the recommendation for faculty and professional staff sabbatical leaves for 2018-2019 academic year. I will not read all of the names. There you see them displayed. Academic leaves are awarded on an individual basis. They are awarded, as you can see, for specified terms. I would like to make a couple of notes. You will see some individuals are recommended for a year-long sabbatical. Those individuals take the year-long sabbatical at half pay, and often either simply go at half pay for a year or often make arrangements with another institution to be supported for the other half of the year. But they're drawing the same amount of support from NIU as those on the single semester. You will also see a few individuals who are noted as their sabbaticals are pending a tenure approval. Faculty may apply for a sabbatical as they approach tenure. If they are awarded tenure, they are permitted to take the sabbatical. Obviously, if they are not awarded tenure, they are not permitted to take the sabbatical. So, the University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its meeting on March 8, 2018.

A motion was made by Trustee Barsema and seconded by Trustee Struthers.

Trustee Barsema: Chris, in the business world, there have been companies that have done sabbaticals and such, and I was with one of them. Typically, that was a period of time that they would get six months normally, you know, after x number years of service to the company. And I found a very low percentage of them actually came back to the company. They kind of used that six months to go find another job. What's our experience in the academic world? I'm assuming it's much different.

EVPP McCord: It is different. It does happen, I will note that we have an expectation that an individual will return to NIU for at least a year upon completion of the sabbatical. We had a recent incident where a faculty member did indeed receive an offer from another institution, and we worked with them there, actually deferring their departure for a year, in order to honor the commitment. Now, we also occasionally have faculty who retire at the end of that period. That's harder to enforce.

Trustee Barsema: Is the one-year agreement that you have to come back for, is that a handshake agreement or is that written agreement.

EVPP McCord: It's a written agreement. Again, it's part of the commitment a faculty member makes. Now, again, we always ask the question, "How litigious are we going to be about enforcing it?" But it is a written, firm commitment that they undertake.

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

### **Agenda Item 8.b. Request for Deletion of Specialization in Spanish**

EVVP McCord: We now turn to a number of curricular items, and before we begin the individual items, I would just like to make a few framing comments. The normal cycle of the curricular process makes the February meeting the normal moment for them to come before this Committee. Every year, there are changes as we work to keep the curriculum current. This year there's a particularly robust set of proposals. There's two leading causes for this many curricular proposals to come forward this year, and they're closely linked. First, this is a response to program prioritization. You heard in the presentation earlier about program prioritization's call for academic programs to go from enhanced to transformed to reduced to consider for elimination. That response, mediated through our action plans, then has to proceed through the shared governance process. Those are not unilateral actions. The faculty initiate actions that come through our curricular process at the department, college, and university level and now come before you. The other motivation for so many curricular processes is our ongoing attempts to stay current in the market. We have a number of programs coming before you that are our perception of ways in which student demands, student needs are changing, and our curricular offerings need to evolve to stay current. I will note that our proposals as I ask for action today, I'll be asking that these be forwarded to the Board at this afternoon's meeting rather than the March meeting. I want to clarify. The reason we're doing this is so that we have some items that need to go to the Illinois Board of Higher Education. The faster we approve them, the faster they can go to the Board of Higher Education. Those that do not require IBHE approval, still need to be implemented in our catalog and made available in our marketing materials for the coming year. So, there's several instances where we're bringing to you linked items. The formalism calls for us to transact each deletion, each addition, each change as a separate item, and somewhat obscured in this process is there are certain changes that do not come to the Board. For example, name changes are not obligated to be presented to the Board. So, even as these come as a number of independent transactions, I want to bundle a number of them together to make it clear that these are not isolated; these are strategic. And if I could bring up the slides for the World Languages and Cultures, you'll see a number of items. Items B through G are all inter-related, and I would like to again continue to frame these a bit before we go into the particulars. Coming out of program prioritization, there was a strong message for the Department of Foreign Languages and Literature which had 13 program prioritization reports. That 13 reflected the number of master's programs, bachelor's programs, and minors that the department maintained. Coming out of program prioritization, there was a strong recommendation to reconsider the way we deliver language programs. This is a response to it. Overarching all of the specific proposals you see is a real unity of purpose here. The Department has changed its name already from the Department of Foreign Languages and Literature to the Department of World Languages and Cultures. The Department is changing the name of its bachelor's degree and its master's degree to create a single, unified bachelor's degree, a single master's degree, and a single minor. Moving into the net effect of all of the transactions we'll go through today is to take the existing undergraduate degrees in French, German, and Spanish and move them into a single degree in World Languages and Cultures with emphases in French, German, and Spanish. That will create an option for future emphases to be created or eliminated as need demands. Likewise, taking the separate minors that exists, migrating them into a single minor in World Languages and Cultures with multiple options – those options at presidential approval can be created or deleted. So, it creates a nimble structure. It creates, I think, a more modern structure for language delivery, and it also allows for us to have a curriculum that's so much solely based only on a language but it's based on the concept of language and culture. So, with that framing in mind, I'll present to you item by item, but I wanted you to understand that these items are not isolated, and some of them are quite confusing if looked at in isolation.

Committee Chair Wasowicz: Chris, if I might add that you, Veronica and I have had discussions on this, and as much as it is about program prioritization, it's also about us getting up to date with what's going on with other universities around the country and the world.

EVPP McCord: Yes. Absolutely. I think this is where many programs are moving, in this direction.

Trustee Barsema asked that in the future, the trustees could receive the slide shown ahead of time for clarification.

EVPP McCord: I apologize for that. So, the first one, in particular, deserves clarification. At first glance, it would appear that we are deleting Spanish at the master's level. This change is actually brought to you by the department of redundancy. We have already renamed the master's degree to a master's in World Languages and Cultures – Spanish and Hispanic Studies. That is the name of the new master's program. That's already an accomplished fact. Sitting within that is an existing specialization in Spanish. It seems a bit redundant to have a specialization in Spanish within a degree that's name is Spanish. So, we are only proposing to eliminate the redundancy by eliminating the specialization. We are not eliminating our master's program in Spanish. So, more formally, the University proposes to delete the specialization in Spanish within the MA and World Languages and Cultures -- Spanish and Hispanic Studies within the department of World Languages and Cultures within the College of Liberal Arts and Sciences. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Barsema and seconded by Trustee Struthers. The motion carried.

#### **Agenda Item 8.c. Request for Deletion of Programs in German; and Spanish**

EVPP McCord: Item 8.c. We have already changed the name of the bachelor's degree in French. Our stated purpose here is to consolidate the three bachelor' degrees in French, German, and Spanish into a single bachelor's degree. To accomplish that, we've already converted the existing bachelor's in French into a bachelor's in World Language and Culture. I think it's just alphabetical order. I don't think there's anything particularly privileged about French in that. We are therefore proposing to delete the other two bachelor's degrees in order to in the next item, create emphases within the World Languages and Culture degree. So, this specific item before you has two components to it; to delete the Bachelor of Arts in German program, offered by the Department of World Languages and Cultures within the College of Liberal Arts and Sciences and to delete the Bachelor of Arts in Spanish program, offered by the Department of World Languages and Cultures within the College of Liberal Arts and Sciences. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Butler. The motion carried.

#### **Agenda Item 8.d. Request for New Emphases within German Studies; and Spanish & Hispanic Studies**

EVPP McCord: Agenda Item 8.d. is now to create emphases in German studies and in Spanish and Hispanic studies within the BA and World Languages and Cultures, and I believe I can truncate this and say, the University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Butler.

Trustee Barsema: Dr. McCord, so we've changed the name to World Language and Culture. Are we adding any new classes to not just teach the language but to teach the culture, or are the classes

primarily the same, it's just we're re-labeling the degree name?

EVPP McCord: I will invite the Department Chair, Katharina Barbe, to come to the podium and address that. I believe the answer is yes, but she will answer with more certitude than I can.

Katharina Barbe: Hello. Thank you for letting me be here. We did re-imagine the whole major. We brought it up into the 21<sup>st</sup> century. We went the way, for example, from classes that are 17<sup>th</sup> century French -- sorry, Ann -- but we incorporated it into like a genre or we have a new class called "Autobiographies," so you can teach all these things in there and bring it back to the students to their own life. So, we've really reimagined all the classes. We've basically gone through every single class and brought to date. If you look in the new catalog, some have really cool titles, and we hope to attract the students this way to be a lot more descriptive, not just saying, reading 17<sup>th</sup> century German literature but what are we actually doing. We have also added a translation component, a minor in Translation because that is what our students want.

Trustee Barsema: I would just add that, you know, again, Sol, not to pick on marketing here, but you know, I think we're making some very cool changes in a very important area of learning and the ability to market that to the high school students and parents to us. So, it gives us some great things to go out and talk about.

Chair Wasowicz called for a vote and the motion carried.

#### **Agenda Item 8.e. Request for Deletion of Emphases within German; and within Spanish**

EVPP McCord: Item 8.e., continuing, is to delete the emphases within the BA in German, the emphases are German Language and Literature and Translation Business German and to delete the emphases within the BA in Spanish, again Language and Literature and Translation and Business Spanish. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Coleman and seconded by Trustee Struthers. The motion carried.

#### **Agenda Item 8.f. Request for a New Minor in World Languages and Cultures**

EVPP McCord: So those complete the transitions for the bachelor's degree. We now have parallel transitions for the minors, and so, first is agenda item 8.f., to create a new minor in World Languages and Cultures in the Department of World Languages and Cultures. Again, I will note that the goal of this minor is to then house all of the existing minors as options within it. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Barsema and seconded by Trustee Struthers. The motion carried.

#### **Agenda Item 8.g. Request for Deletion of Minors in Chinese Studies; French; German; Italian; Japanese Studies; Russian; and Spanish**

EVPP McCord: Agenda Item 8.g. Having created the new minor, we now need to delete the existing minors. We are proposing to delete the minor in Chinese studies, the minor in French, the minor in German, the minor in Italian, the minor in Japanese studies, the minor in Russian, the minor in Spanish. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of

Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Coleman and seconded by Trustee Barsema. The motion carried.

#### **Agenda Item 8.h. Request for Deletion of Degree Program in General Studies within the College of Engineering and Engineer Technology**

EVPP McCord: Now we turn to Agenda Item 8.h. which is the deletion of the Bachelor of General Studies, sometimes known as BGS program. To be clear, the deletion of the Bachelor of General Studies program within the College of Engineering and Engineering Technology. The Bachelor of General Studies is a University-wide degree; programs that are utilized in several colleges. The University proposes to delete the BGS program offered by the College of Engineering and Engineering Technology. This program has very low enrollment numbers and is not seen as a necessary part of the college's operation. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema. The motion carried.

#### **Agenda Item 8.i. Request for Deletion of Specialization in Early Childhood Special Education**

EVPP McCord: Agenda Item 8.i. is the deletion of specialization in Early Childhood Special Education within the Master of Science and Education in Special Education. The University proposes to delete the specialization in Early Childhood Special Education within the MSED in Special Education within the Department of Special and Early Education within the College of Education. This again is a low-enrollment specialization. Students in the program will soon be completing their program, and we have a teach-out plan for them. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema. The motion carried.

#### **Agenda Item 8.j. Request for New Minor in Special Education Foundations**

EVPP McCord: Agenda Item 8.j. is the request for a new minor in Special Education Foundations. The University proposes to offer a minor in Special Education Foundations in the Department of Special and Early Education in the College of Education. This is designed for students who are not pursuing professional educator licensure but enhances their marketability in areas such as human resources, business, policy and advocacy law, adult services, social services, nursing, recreation and leisure studies. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema. The motion carried.

#### **Agenda Item 8.k. Request for New Minors in Sports Management; and Sport Sales**

EVPP McCord: Agenda Item 8.k. and upcoming agenda item 8.l are again linked items. 8.k. is the proposal for a minor in Sport Management in the Department of Kinesiology and Physical Education. The minor helps prepare students for careers in the sporting industry. It's designed to help students outside of the Department of Kinesiology and Physical Education as an added credential and an opportunity for students in other fields that have a desire to work in the sports and entertainment industry. There is also a proposal for a minor in Sports Sales in the Department of Kinesiology and Physical Education. This

provides a similar rationale for students wanting to collaborate between the Departments of Kinesiology and Physical Education and the Department of Marketing in the College of Business. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema.

Trustee Barsema: So, what brought the need for Sports Management about? Why is there a need for this minor and major, actually, and then Sports Sales? And is it traditionally in the College of Education? Is the College of Education working closely with the Athletic Department? This seems strange to me?

EVPP McCord: We have Department Chair Chad McEvoy coming to the podium to speak to those questions.

Chad McEvoy: Sure. Thank you. Happy to address this issue. In short, we've had a Sports Management Program at the master's degree level for approximately 20 years in the College of Education, and traditionally sport management programs are in a variety of different homes at universities across the country. The majority, College of Education would be the most common. About 20% are in Colleges of Business at other institutions. To address your other question, absolutely, yes, we're worked closely with Athletics. Sean Frazier and I co-taught a class this past semester, and we've discussed this issue. He's very interested in partnering with us in this regard, and our colleagues in the College of Business have been great partners in discussing these programs, including the minor in Sports Sales, in particular, is really an interdisciplinary collaboration between our two programs.

Trustee Barsema: So what type of job am I am going to go after if I get a degree in Sports Management?

Chad McEvoy: Any numbers of areas, and we generally look at Sports Management as being broader, including Entertainment Management, kind of under that umbrella as well. So, anything from professional sports to intercollegiate athletics, parks and recreation types of environments, working in a variety of entertainment options, concerts, events, those types of areas as well.

Trustee LaGioia: I have just a quick question about it. I think this is awesome. I think there are many different colleges already have this going on, and so I'm all for it. I'm just a little bit curious, you mentioned a little bit that it's common that it's in the College of Education, but obviously, when I see Sports Sales, Sports Management, I think of, you know, the Business School. So, is there any like cross sectionality between those two or is it just strictly held in one house?

Chad McEvoy: It will be housed in the College of Education, but as mentioned, we've had a lot of dialogue with our colleagues in the College of Business. In particular, I want to point out that the minor in Sports Sales which we've worked closely with Jeff Gordon, the Department Chair, and Marketing to develop this program. It'll really be one of a kind, across the country, where students can specifically take our courses in the Sports Management area, courses in Sales and Marketing in the Department of Marketing and have an opportunity to be competitive for sales positions in the front office of a professional sports team, a college athletic program, that sort of thing.

Trustee Barsema: I know Jeff has a world-class sales program in his department. Thank you, Jeff. Great job. What sort of class are you going to offer in education in Sports Sales? What's an example of a class that I would take in Sports Sales?

Chad McEvoy: Students that want to pursue the minor in Sports Sales would actually take two classes from each of our departments from each of our programs; Sports Sales and Sports Marketing classes in

the Department of Kinesiology and Physical Education as well as sort of general marketing and sales courses in the Department of Marketing. We think that with the combination of those two things, the students will have a strong background in the fundamentals of marketing and sales from our colleagues in Marketing along with the sports-specific expertise that our own faculty possesses.

Trustee Butler: I think one of the pieces here that is important to keep in mind, and everyone may already know this, but minors are intended to be open to anyone. So, they may have a home because there's a department that manages them, monitors them, accepts entry into them, but the minor's available to anyone who's studying any program. So the connections specifically to the rooted department where you'd expect – like you'd expect management to have some connection to the management department in the college of Business. You'd expect Sales to have some connection to Marketing in the College of Business. It seems to me that connection, definitely you see that tie in in the Bachelor of Science in Sports Management is connected to the College of Business with respect to the minor. There's definitely that tie-in. What I don't see necessarily is the tie-in to the Department of Management in the minor in Sports Management. Is that maybe because the minor is, I don't want to say, less of an intensive experience as a major, but if you were to create – I guess that's sort of what I'm stuck with – is how come there isn't a connection to Management in the BS in Sports Management?

Chad McEvoy: Our students in the bachelor's degree program will take a number of classes in the College of Business, and we had extensive conversations with our colleagues in Business in that regard. So, yes, absolutely, students that are in the major, the proposed major – the Bachelor of Science degree – will absolutely get some of that background as well as considerable sports-specific knowledgebase, if you will. You know, the minors are obviously far fewer credit hours, 18 versus 120, and so there's just not as much room in that more condensed minor to have an extensive list of course offerings with a minor.

Trustee Butler: I think this is great. It makes a lot of sense. I'm trying to sort of get at why there's a little bit of questioning about it, and I think it might be just because of the nature of the minor. Related to that, is the minor – does it go through a different sort of set of hoops to become approved as curriculum?

EVPP McCord: Not really. Minors are curricular proposals and akin to degree programs. They go through approval at the department level, at the college level, at the baccalaureate council level in this case. There is a duplication of effort, inquiry that's built into that, and interested parties have to clearly sign off on the proposal before it is approved by Baccalaureate Council. So, even though it's a minor proposal, it is still treated through the same evaluation process.

Trustee Butler: Does it go through IBHE?

EVPP McCord: No

Trustee Butler: No, but the major does?

Carolinda Douglass: Yes.

Trustee Butler: So, the minor generally from a sort of entrepreneurial standpoint, there's more flexibility.

Carolinda Douglass: Yes, I think that is the point of the minor is that it gives students greater flexibility and it's much easier to create and eliminate, frankly, too.

Trustee Barsema: I'd just ask for a comment from Dr. Freeman and Provost McCord, I'm thrilled to see the cross pollination and working together between the different Colleges. That's awesome, and I see the colleagues from Business here, so I'm assuming they're not here in protest. But, have we made it so



the Colleges are incented to work together and they're not penalized? I mean is that a process in which they're encouraged to work together or is it still cumbersome?

EVPP McCord: We are aware that working across boundaries like that is a fundamental challenge, and we try to address it in ways that are both quantitative and qualitative. Quantitative, one of the things you've heard referred to is that many of the students who take a program of study which is housed in one department may take courses from another department as part of that. And so to the extent that a program is providing credit hours, credit hours are one of our most significant measures of a department's level of engagement. So, if, for example Management or Marketing is providing credit hours to a program, they are getting credit for those credit hours. That's the quantitative approach. Qualitatively is a little harder, but as we evaluate hiring proposals, as we evaluate degree proposals, as we evaluate what is it we want to move forward in our agenda, frankly, units, Colleges, Departments that are engaged in interdisciplinary activities get a bonus, get consideration. And we recognize that if we don't provide that sort of bonus, it will be harder for them to move forward. So we're trying. That's not hardcoded, but it's very definitely there, and it's very definitely part of our consideration as we look at how we resource.

Trustee Barsema: Well, I encourage us to continue to look for ways to get Colleges to collaborate together because I think it's awesome.

President Freeman: Let me just add one comment. You know, this is a challenge that researchers faced before the faculty-designing curricular faced it, and there were sort of self-imposed barriers to collaboration and part of that was about the counting of hours or the counting of credit. In the research world, people just acknowledged, even the federal agencies that we just need to give double credit. We just need sometimes to double-count. So, the extra effort that goes into creating an interdisciplinary program that is better to serve society of students is recognized that way, but the other piece of it is about leadership. And, I want to actually recognize the Provost and all of the Deans who put on a student-facing lens and say, "What do our students want? How do our students think? What does society need?" It's about them. It's not about us and have the leadership to sit down with each other and bring an idea forward and bring everybody along with them. So, I think there are a couple of things that go into this.

Committee Chair Wasowicz: Is there any other discussion? I might make a comment here, too. I mean obviously the theme here is let's break down the silos, let's collaborate, but some of that is getting the message out to the students, I think, as well. Yesterday, I was coming back from Cole Hall, cutting through the building downstairs to go to my car, and I stopped in exhibit downstairs – and one of the students was in there and just was talking to her about what she is doing, and she talked about how she's very interested in working with metals and eventually would like to start her own business and would like to source materials from third world countries, and I'm thinking, "Wow. That's what's going on in the College of Business." did you ever hear of – she's on there, just going away, looking at – googling stuff, going, "Wow. I didn't know about this. Oh. I didn't know about that." And she's a senior. I think of us as a University, we need to get that message out when we do have this cross-pollination going on.

EVPP McCord: In response to that, I'll note that our Plus Curriculum, our general studies curriculum at the undergraduate level, is very definitely trying to align that way in creating thematic pathways that allow students to see opportunities that cut across disciplines, cut across departments, cut across Colleges.

Committee Chair Wasowicz: One final thing here for Professor Gordon. I was reading a book last week, started reading a book last week called *Sold*, and the author was stating how amazing it is that there are no universities in the United States that teach sales and that he came from Northwestern. He tried to get Northwestern to do it, but then they wouldn't do it. So, I emailed the author and said, "You're missing

out on Northern Illinois University. We have a fantastic program there.”

Chair Wasowicz called for vote and the motion carried.

### **Agenda Item 8.I. Request for New Degree Program – B.S. in Sports Management**

EVPP McCord: Thank you. Much of the discussion we've just had is very relevant to Agenda Item 8.I. University seeks approval for a Bachelor of Science in Sports Management, degree program to be offered on campus. Program will be housed in the Department of Kinesiology and Physical Education within the College of Education. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee LaGioia. The motion carried.

### **Agenda Item 8.m. Request for a New Minor in Social Change Leadership**

EVPP McCord: Thank you. Item 8.m. is a request for a new minor. The University proposes to offer a minor in Social Change Leadership in the Department of Counseling, Adult and Higher Education within the College of Education. This is part of the long-standing social justice commitment of the College of Education. This minor gives people across disciplines an opportunity to understand how their work can advance issues of social change. I think the discussion that we just had about why students pursue minors is very relevant to this program as well. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Coleman and seconded by Trustee Struthers.

Trustee Barsema: I have a question. I'm always very sensitive to not causing confusion within our students. So, we've got on campus the end goal. I think they've changed the name of their degree – Community Leadership Civic Engagement. You've got the social entrepreneurship, social responsibility, emphasis and minor within the College of Business, and now we've got Social Change Leadership. How is this different than what's being taught elsewhere on the campus? And again what job is this student going to take when they leave? And are you working together with the College of Business and others to kind of make sure we're not providing redundancy and confusion?

Suzanne Degges-White: Thank you for the opportunity to be here this afternoon. The Social Change Leadership minor is really about students who don't see themselves going into management, per se. They don't see themselves in the business world. They're perhaps students who don't want to declare a business major or go into NGO work, but they might want to work in educational institutions, other types of institutions, learning centers where the skillset that's necessary for social justice, for that kind of leadership to empower those people who may be disenfranchised is the emphasis of the work they want to do. And, as you can see from the different electives, we've kind of gone across campus. We've spoken to the different departments to arrange for certain electives to be included in this.

Trustee Barsema: Do we currently have a program now? We've talked about social justice program in the College of Education. So, is this a brand new program?

Suzanne Degges-White: It's a brand new minor in our department. There's not so much a Social Justice program. It's what infiltrates the entire College of Education. It goes to the fabric, and so this is an opportunity to give students who imagine working in higher ed institutions, other types of institutions, a chance to understand the leadership qualities and for personal-fulfilling leadership, just in a more general

role.

Chair Wasowicz called for a vote and the motion carried.

### **Agenda Item 8.n. Request for New Specializations in Clinical Mental Health Counseling; and in School Counseling**

EVPP McCord: Agenda Item 8.n. are specializations. We have a request for a specialization within Clinical Mental Health Counseling within the Master of Science and Education in Counseling in the Department of Counseling, Adult and Higher Education within the College of Education. We're also proposing a specialization in School Counseling within the Master of Science and Education in Counseling, offered by the Department of Counseling, Adult and Higher Education within the College of Education. These specializations are being created within an existing degree program. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema. The motion carried.

### **Agenda Item 8.o. Request for a New Degree Program – M.S. in Digital Marketing**

EVPP McCord: We now turn to Agenda Item 8.o., a Master of Science in Digital Marketing. The University seeks approval for a Master of Science in Digital Marketing degree, program to be offered by Northern Illinois University. This on-line program will be housed in the Department of Marketing within the College of Business. You have extensive justification which I will not read. We also have Department Chair, Jeff Gordon, available if you have questions. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema. The motion carried.

### **Agenda Item 8.p. Request for New Degree Program – M.S. in Health Sciences**

EVPP McCord: We are approaching the home stretch. Agenda Item 8.p. the University seeks approval for a Master of Science in Health Sciences. Degree program to be offered on campus. The program will be housed in the College of Health and Human Sciences. The intention is to eventually house it in the School of Interdisciplinary Health Professions once that school is established. Dean Derryl Block and Associate Dean Bev Henry, are available if you have questions. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Butler.

Trustee Barsema: You mentioned on here that once the new school within the college is established, when do we expect that to happen?

EVPP McCord: We are working forward on that and expect that within the next .... Sorry. I'm asking Dean Block to come forward for the record.

Derryl Block: Hello. Derryl Block. The new school is established as of July 1, 2018.

Trustee Barsema: With people and personnel and such?

Derryl Block: We'll have an interim chair and otherwise it's movement of programs from other schools.

Chair Wasowicz called for a vote and the motion carried.

### **Agenda Item 8.q. Request for a New Degree Program – Ph.D. in Computer Science**

EVPP McCord: Our final Agenda Item 8.q. the University seeks approval for a Doctor of Philosophy in Computer Science degree, program to be offered on campus. Program will be housed in the Department of Computer Science within the College of Liberal Arts and Sciences. Dean Judy Ledgerwood and Department Chair Nicholas Karonis are available if there are questions. The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and ask that the President forward it by means of the President's report to the Board of Trustees for approval at its special meeting on February 15, 2018.

A motion was made by Trustee Struthers and seconded by Trustee Barsema.

Trustee Barsema: I have a general question, and I just saved it for the last one because it's the last one. The new programs like this that come up, are they coming forward because of demand that we can't currently fill from students? Is it coming forward because of competitive recognition in the market that other schools that we're competing with offer this and we don't? So in the particular case of the Ph.D. for Computer Science, what's driving the need for this?

EVPP McCord: So, there are the drivers that motivate us and then there are the factors we evaluate to take the program proposal forward. A proposal might be instigated by a sense of our opportunity and then we test it against student demand. In another situation, a proposal might be initiated by a sense of student demand and then we have to test it against our ability to deliver a quality program in that area. In this particular case, I think this is very much motivated by what you've heard Vice President for Research Blazey speak about. This is part of ramping up our research profile. This is a particularly strongly felt opportunity to enhance the research profile of the institution, and it's also in a high-demand area where there is, I think, both a national and state shortage of people with this degree. So, it's began with a sense of advancing our research agenda, but it very clearly also speaks to an area of student need that's an unmet demand.

Trustee Barsema: Why is a student coming back to get a Ph.D. in Computer Science? What job are they going to have when they're done with this?

Nicholas Karonis: Hi. Thank you. I'm Nicholas Karonis, Chair of Computer Science. People who get Ph.D.'s in computer science tend to go either into academia, to teaching; they go into the private sector to be researchers at big institutions; or often times just start businesses on their own because they have some really great idea.

Trustee Barsema: So, the skillsets that are taught in the Ph.D., are there some entrepreneurial skillsets that are taught as well for those that want to start their own business?

Nicholas Karonis: The short answer is, "No, not directly entrepreneurial." But the areas, the foci that we have in there are clearly leading into cutting edges of what's out in the marketplace. Data science, bioinformatics. These are two examples.

Trustee Barsema: Of the three areas that you mentioned, academia, going into research, or going into business or entrepreneurship, what do you imagine most of the students who graduate from your program will go into?

Nicholas Karonis: Most will probably go into academia or into the private sector, working for some company. The smallest portion, I imagine, are going to be entrepreneurs. It takes a certain talent and personality to take your idea and make an entrepreneurship out of it.

Trustee Barsema: I know the last one we approved, there were only several programs like that in the geography that we compete against. How is the climate in the state of Illinois for Ph.D.'s in computer science?

Nicholas Karonis: There are three public institutions that offer a Ph.D. in computer science and five private institutions in the state that offer them. The demand, as Provost McCord mentioned, for jobs is up, but the productivity out of all these institutions is down over the past few years. So, the state hasn't been able to keep up with the growing demand.

Trustee Barsema: So, with eight schools providing a Ph.D. in computer science in our state, why NIU?

Nicholas Karonis: Part of it could be affordability. There's only three in the state that are public. The other five are private. One of the distinctive advantage that we have for our program is that two of our research foci align very closely with the work that they're doing at Argonne National Laboratory. And our proposed program is the only one that is doing those research foci in the area.

Trustee Butler: I just want to point out this is huge. This is a big deal. There have been times in the history of the University that I'm aware of where these have been big fights to get a Ph.D. program within a discipline. I think this comes to us as a very informed proposal. We know that it relates directly to our research goals which we know relate directly to our enrollment goals, but I think also this is about building on a strength within Northern. We've got an excellent program already, and the opportunities for that program to thrive really are enhanced by this program. I mean, this is just great stuff, and I'm really pleased to see it happen and to happen so smoothly and with such support. I think the creation of a Ph.D. program in this environment is a sign of a thriving university, a very healthy university. It's an indicator that there is a great deal of good work happening here.

Chair Wasowicz called for a vote and the motion carried.

#### **OTHER MATTERS**

No other matters were discussed.

#### **NEXT MEETING DATE**

The next meeting of the Academic Affairs, Student Affairs, and Personnel Committee will be Thursday May 10, 2018.

#### **ADJOURNMENT**

Committee Chair Wasowicz asked for a motion to adjourn. Trustee Coleman moved and Trustee Barsema seconded. The motion was approved. Meeting adjourned.

Respectfully submitted,

Joan Parrish  
Recording Secretary

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

**AFSCME LOCAL 1890  
COLLECTIVE BARGAINING AGREEMENT**

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

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

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

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

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

Agenda Item 7.b.  
May 10, 2018

Action

**MAP LOCAL 291  
COLLECTIVE BARGAINING AGREEMENT**

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

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

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

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

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

**RECOMMENDATIONS FOR FACULTY TENURE AND PROMOTION**

**NAME**

**COLLEGE/DEPARTMENT/SCHOOL**

**Promotion from Associate Professor to Professor**

Keri Burchfield	Sociology
Eunha Myung	Family and Consumer Sciences
Mark Frank	Geology and Environmental Geosciences
Andreas Glatz	Physics
Michael Haji-Sheikh	Electrical Engineering
Anne Hanley	History
Ladislava Khailova	University Libraries
Kryssi Staikidis	Art and Design
Mahesh Subramony	Management

**Tenure and Promotion from Assistant Professor to Associate Professor**

Jahred Adelman	Early	Physics
Nicholas Barber		Biological Sciences
Laura Beamer		Nursing
Randall Caspersen		Communication
Bryan Dallas		Allied Health and Communicative Disorders
Danai Fannin		Allied Health and Communicative Disorders
Amanda Ferguson		Management
Lynn Herrmann		Health Studies
Kari Hickey		Nursing
Lei Hua		Statistics (tenure department Mathematical Sciences)
Ryan James		Geographic and Atmospheric Sciences
Holly Jones		Biological Sciences
Venumadhav Korampally		Electrical Engineering
Nathan Krislock		Mathematical Sciences
Jung Lee		Operations Management and Information Systems
Karen Lichtman		Foreign Languages and Literatures
Yipeng Liu		Operations Management and Information Systems
Amanda McCarthy		Allied Health and Communicative Disorders
Kevin Martin		Technology
Thomas Pingel		Geographic and Atmospheric Sciences
Maria Ponomareva		Economics
Michael Rea		Art and Design
Duchwan Ryu		Statistics (tenure department Mathematical Sciences)



John Evar Strid	Curriculum and Instruction
Wesley Swingley	Biological Sciences
Shun Takai	Technology
Tharaphi Than	Foreign Languages and Literatures
Matthew Wilson	Allied Health and Communicative Disorders
Ying Xie	Educational Technology, Research and Assessment

**Tenure Only at the Rank of Associate Professor**

Daniel Boutin	Allied Health and Communicative Disorders
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**Promotion to Associate Professor without Tenure**

Daniel McConkie	College of Law
David Rosenfeld	College of Law
Genevieve Tokic	College of Law

**Hired as Associate Professor with Tenure**

Eric Hall	August 16, 2018	History
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**Hired as Professor with Tenure**

Melani Duffrin	August 16, 2018	Allied Health and Communicative Disorders
Yanghee Kim	NIU start date January 1, 2018; tenure effective 8/16/2018	Educational Technology, Research and Assessment

Roberta Kuchler O'Shea	August 16 2018	Allied Health and Communicative Disorders
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**Recommendation:** The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and that the President forward it by means of the President's Report to the Board of Trustees for approval at their meeting on June 14, 2018.

**REQUEST TO TRANSITION TENURE HOMES**

Following the creation of the School of Interdisciplinary Health Professions (SIHP) within the College of Health and Human Sciences (CHHS), approved at the Board of Trustees Special Meeting on February 16, 2017, CHHS will be transitioning the tenure homes of faculty to be aligned with their new department assignments.

The following changes to faculty tenure homes are requested.

Incumbent	Rank	Current Tenure Home	Tenure Home (effective FY19)
Daniel Boutin	ASCP	Allied Health and Communicative Disorders	SIHP
Bryan Dallas	ASTP	Allied Health and Communicative Disorders	SIHP
Amanda McCarthy	ASTP	Allied Health and Communicative Disorders	SIHP
Matthew Sprong	ASTP	Allied Health and Communicative Disorders	SIHP
Noel Ysasi, Jr.	ASTP	Allied Health and Communicative Disorders	SIHP
Beverly Henry	PROF	School of Health Studies	SIHP
Melani Duffrin	PROF	Allied Health and Communicative Disorders	SIHP
Kanako Iwanaga	ASTP	Allied Health and Communicative Disorders	SIHP

**Recommendation:** The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

## **REQUEST FOR NEW DEGREE PROGRAM – M.S. IN DATA ANALYTICS**

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

### **M.S. in Data Analytics**

#### Description:

The university seeks approval for a Master of Science in Data Analytics degree program to be offered online (per on campus authority). This will be a program housed in the Department of Operations Management and Information Systems within the College of Business.

#### Overview and Rationale:

The M.S. in Data Analytics program will provide students the advanced knowledge and skills to analyze organizational data. The use of analytics is accelerating due to technological advancements, exponential growth in data, and increasingly sophisticated application by organizations. Analytics is embedded in all industries, business functions, and employee workflows. The program will prepare students for data-driven leadership and problem solving. Graduates of the M.S. in Data Analytics will be data-driven thinkers to approach business decision-making more rigorously and confidently, while effectively communicating data findings, interpreting complex data, and guiding their organizations in making more informed and actionable strategic decisions.

The program will be offered in an online format for a large population of potential graduate students who cannot commit to either a full-time or location-based program to obtain the advanced degree. The program will consist of two phases. Phase One (6 semester hours) is designed to address deficiencies in undergraduate course work considered to be prerequisite for the Phase Two (30 semester hours) graduate course work. Students with significant undergraduate course work in business may have some or all courses waived in the Phase One requirements. Exemption exams are also available to waive Phase One requirements. There is no charge for the exam, however, a student may only attempt each exam once. Phase Two consists of 10 courses to ensure an in-depth study in data analytics.

#### Financial Impact:

If approved by the NIU Board of Trustees and the IBHE, classes will be offered beginning the Spring of 2019. Based on Bureau of Labor Forecasts and data analytics job growth forecasts, we estimate that the program will initially enroll 20 students by the Spring 2019 semester and grow to an enrollment of 60 students by Year Four (Spring 2022). To launch the program, an initial investment of approximately \$190,000 by the College and University would be needed. This includes a new faculty position and a new instructor line for the program. Forecasted enrollment growth calls for tuition and differential tuition associated with the program for covering instructional delivery and technology costs. In total, Years One-Three program costs (January 1 to December 31, 2019, 2020, & 2021) are estimated to be \$280,000 annually. It is expected that the program could generate net revenue through increased enrollment in Spring 2022.

#### Impact on the State and Region:

The program will be the first AACSB (Association to Advance Collegiate Schools of Business) accredited online format Master's program in Data Analytics offered in the state of Illinois. Based on the most recent skill insight survey by the Burning Glass Technologies, the program will integrate Hadoop, R, Python,

SQL, SAP Predict Analytics, SAS, Tableau, and other popular software and tools in the curriculum. These knowledge domains and skills are highly needed for data analytics, data science, and machine learning fields. These are also listed among LinkedIn's fastest-growing jobs. There have been strong student demands for data analytics courses and programs. Data analytics is moving from a competitive advantage to a competitive necessity. Despite this trend, many industries are lagging behind in adopting data analytics. The proposed program will provide data analytics skills needed in the Illinois state and region.

The proposed M.S. in Data Analytics program will be in a 10-week format for each course allowing students the flexibility to create a program schedule that fits into their lives. They may complete the program in 12 months or select a part-time option. They may begin the program in the fall, spring or summer semester. With online course offerings, students will be able to access course materials, complete and submit assignments, and participate in discussions with professors and fellow students from anywhere and at a convenient time. This will not only attract traditional college students but also those living and working in more rural areas. As a result, the program will be of great interest to place-bound individuals. Finally, due to the differentiated curriculum and delivery format, the proposed M.S. in Data Analytics program should not negatively impact the current M.S. in Management Information Systems program offered in the department.

**Recommendation:** The university recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

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

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

### **B.S. in English**

Description: The university seeks approval for a Bachelor of Science in English program to be offered on campus. This program will be housed in the Department of English in the College of Liberal Arts and Sciences.

#### Overview and Rationale:

The Department of English currently offers a B.A. degree and is requesting approval of a B.S. degree option, so as to join Philosophy, History, and Communication as humanities departments that offer both B.A. and B.S. degree options. Although the B.A. degree with its 12 credit-hour requirement in a foreign language best serves most students majoring in English, this request cites four instances where a B.S. degree with its 10 to 15 credit-hour requirements in math, science, and technology will better serve other students' needs.

First, many students who choose to study English have increasing interests in the digital humanities. The development of NIU's new Digital Humanities Initiative, involving faculty and students from multiple departments, points to the increasing importance of digital technologies in disciplines such as English. In particular, the future of literary studies will depend on students who acquire the specialized knowledge that helps them develop skills in the digital curation, digital preservation, and data management of texts. Computer science courses as well as NIU's digital-initiatives library staff will provide valuable resources for these students to develop literary projects.

Second, students interested in technical writing, creative writing, and digital rhetoric are drawn to English because of the department's recently developed writing studies track. Similar to students interested in digital humanities, they will benefit by completing courses in computer science and math, where they can learn about programming languages, programming design, open-source and copyright issues, web design and development, computer graphics, and game programming. The B.S. degree will thus provide the appropriate cognate training for regional job opportunities, especially in the Chicago corridor.

Third, a B.S. degree in English is valuable to students who are studying in the fields of science, technology, engineering, and math who seek a second major in English. Such students seek to develop their abilities to communicate more effectively in written and oral forms, as well as sharpen their skills in close reading. Employers rank STEM majors with these credentials highly. The B.S. in English will allow these students to complete their double majors within four years.

Fourth, many students who have attained junior standing in the pursuit of educator licensure in English Language Arts are also interested in qualifying to teach science or math. The B.A. degree limits their opportunity to take more content courses and accompanying labs in these areas. In addition, some of these students don't have foreign language backgrounds and are understandably unwilling to complete a lengthy foreign language sequence. Moreover, some have declared minors in English, but decide against upgrading to an English major because of the foreign language requirement for the B.A. The B.S. option in English will provide a way for these students to pursue their teaching interests and become more

competitive for job placement in the public schools. Furthermore, the option of a B.S. degree will enable some educator-licensure students to acquire the necessary computer-science skills to develop online instructional tools and platforms for electronic portfolio assessment.

Costs: No new resources are needed.

**Recommendation:** The university recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

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

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

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

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

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

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

Impact on the State and Region: The proposed mechatronics program addresses the Illinois Public Agenda Goal 2 (Improve College Affordability). At the present time, there is only one mechatronics engineering program in the state of Illinois at Southern Illinois University Edwardsville (SIUE), which

remains unaccredited. No institution in Northern Illinois, public or private, currently offers this program. Nationally, only two institutions offer an ABET accredited B.S. program in mechatronics engineering. Cost-wise, the proposed program will be comparable to the SIUE program in terms of the in-state tuition. In addition, with no other mechatronics engineering program offered in Northern Illinois, it is more cost effective for a local student who seeks to pursue a mechatronics engineering degree through NIU.

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

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

**Recommendation:** The University recommends that the Academic Affairs, Student Affairs, and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on May 10, 2018.



## **REQUEST TO DELETE EMPHASES WITHIN ELECTRICAL ENGINEERING**

Public university governing boards have the final authority to delete subdivisions of major programs, including emphases. These requests are brought to the Academic Affairs, Students Affairs and Personnel Committee of the Board of Trustees after receiving approval from curriculum committees at the department, college and university levels and the concurrence of the provost.

### **Deletion of two emphases within the B.S. in Electrical Engineering (1) Electrical and Computer Engineering and (2) Biomedical Engineering.**

Description: The university proposes to delete two emphases (1) Electrical and Computer Engineering and (2) Biomedical Engineering within the B.S. in Electrical Engineering in the College of Engineering and Engineering Technology (CEET), pending approval by the BOT and IBHE.

Rationale: The university is requesting approval from the BOT to create a new degree, the B.S. in Mechatronics Engineering. Pending this approval, the university will request approval to offer this degree from the IBHE. If approved, the emphasis in Electrical and Computer Engineering will be redundant with the new degree and the university seeks to delete this emphasis pending both approvals for the new degree program.

Similarly, the university has received approval from the BOT to create a new degree, the B.S. in Biomedical Engineering (approved March 8, 2018). The university has now requested approval to offer this degree from the IBHE. If approved, the emphasis in Biomedical Engineering will be redundant with the new degree and the university seeks to delete this emphasis pending IBHE approval for the new degree program.

Recommendation: The university recommends that the Academic Affairs, Student Affairs and Personnel Committee endorse this request and ask that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

**REQUEST TO DELETE SPECIALIZATION IN ART EDUCATION**

Public university governing boards have the final authority to delete subdivisions of major programs including specializations. The request to remove these specializations are brought to the Academic Affairs, Students Affairs and Personnel Committee of the Board of Trustees after receiving approval from curriculum committees at the department, college and university levels and the concurrence of the provost.

**Deletion of Specialization in Art Education within the Ed.D. in Curriculum and Instruction**

Description: The university proposes to delete the Specialization in Art Education within the Ed.D. in Curriculum and Instruction housed within the College of Education.

Rationale: The Specialization is redundant with the Ph.D. in Art and Design Education and no students have begun enrollment in the Specialization in over a decade.

Recommendation: The university recommends that the Academic Affairs, Student Affairs and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

## **REQUEST FOR DELETION OF CENTER STATUS**

Public university governing boards have the final authority to delete Centers. These requests are brought to the Academic Affairs, Students Affairs and Personnel Committee of the Board of Trustees with the concurrence of the executive vice president and provost. The deletion of a Center is reported to the Illinois Board of Higher Education (IBHE) in the Annual Listing of Changes after receiving approval by the governing board of a public university.

### **Deletion of the Center Status for the University Writing Center (UWC)**

**Description:** The university proposes to delete the official IBHE Center Status for the University Writing Center (UWC). The UWC would continue as an academic student support unit.

**Rationale:** The UWC, a long-standing IBHE approved center at NIU, began as a public service and research center. Prior to 2004, the UWC was actively involved in public service as part of a grant under a previous center director. Since that time, the UWC's focus has changed to concentrate on projects produced by and related to the NIU campus community. Community public service now represents less than 5 percent of the UWC activities and is primarily completed outside of the staff's work hours. Further, the UWC has reported to the vice provost for undergraduate academic affairs as an academic student support unit since 2015. Its current primary mission is to support the writing and writing-related activities of the undergraduate and graduate students as well as the faculty, staff, and departments.

**Recommendation:** The university recommends that the Academic Affairs, Student Affairs and Personnel Committee endorse this request and asks that the president forward it by means of the President's Report to the Board of Trustees for approval at its meeting on June 14, 2018.

### **ORAL ENGLISH PROFICIENCY ANNUAL REPORT 2016-2017**

The governing boards of Illinois public institutions are required by Public Act 84-1434 (110 ILCS 685/30-70) to take appropriate steps to ensure the oral English language proficiency of all individuals who provide classroom instruction. In order to comply with this statute, universities are expected to implement policies and practices that verify oral English language proficiency in the delivery of classroom instruction. It is further required by NIU Board of Trustees Regulations, Section I., F., that the university maintain a record of this compliance on behalf of the Board of Trustees.

Northern Illinois University has taken a series of steps to make certain that classroom instruction is not affected by lack of English proficiency. Graduate teaching assistants whose native language is not English, and who are engaged in oral instruction in the classroom, must have achieved a score of at least 50 on the Speaking Proficiency English Assessment Kit (SPEAK), or its equivalent (unless the language of instruction is not English). The university offers assistance for instructors and faculty to improve their oral English proficiency beyond the minimum requirement. This is done through clinics in two departments: 1) the English as a Second Language (ESL) Clinic in the Department of English; and 2) the Speech, Language and Hearing Clinic in the Department of Allied Health and Communicative Disorders. These efforts have resulted in a decline in the number of student complaints related to oral English proficiency.

The oral English proficiency requirement of the State of Illinois is clearly communicated in several university publications, including the Student Handbook, the Undergraduate Catalog, and the Graduate Catalog. The university also takes advantage of its orientation programs and its university-wide orientation course (UNIV 101) to inform students about NIU's policy on oral English proficiency. Included in these announcements of the policy is the procedure by which students can communicate any complaints.

All academic departments are asked annually to document student complaints regarding English proficiency and the corrective actions that were taken to remedy the problem. All student complaints are investigated and prompt action is taken as appropriate. Of the 48 departments that were requested to provide information on ESL, no complaints were received.

The departmental reports are kept on file in the Office of the Provost.

Northern Illinois University  
**COMPLAINTS REGARDING ORAL ENGLISH COMMUNICATION  
 OF INSTRUCTIONAL PERSONNEL  
 Academic Year 2016-2017**  
**No complaints were reported**

Complaint Number	Departmental Unit	Professional Status of Instructional Person	Resolution

# Collective Bargaining Agreement

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By and between

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

&

The Board of Trustees for Northern Illinois  
University

May 10, 2018 - June 30, 2023

# CONTENTS

Preamble.....	5
Article I Recognition and Authorization .....	5
Section 1. Recognition.....	5
Section 2. New Classifications .....	5
Section 3. Deletion of Classifications .....	5
Section 4. Neutrality .....	5
Section 5. Management Work.....	5
Article II Non-Discrimination .....	6
Article III General Provisions .....	6
Section 1. Appropriate Attire.....	6
Section 2. Special Events Attire.....	6
Section 3. Email .....	6
Section 4. Confidentiality.....	7
Section 5. Dignity of Staff.....	7
Section 6. Off-Duty Misconduct.....	7
Section 7. Campus Smoking.....	7
Section 8. Workplace Visitors.....	7
Section 9. Personal Electronics .....	8
Section 10. University Resources.....	8
Section 11. Background Check Requirement.....	8
Article IV Union Rights .....	8
Section 1. Time off for Union Activities .....	8
Section 2. Access to the Campus by Union Representatives.....	9
Section 3. Union Orientation .....	9
Section 4. Information .....	9
Section 5. Labor Management .....	9
Special Meetings.....	10
Section 6. Union Bulletin Boards.....	10
Section 7. Union Security.....	10
Article V Discipline.....	11
Section 1. Progressive Discipline .....	11

Section 2. Manner of Discipline.....	11
Section 3. Removal of Discipline from Consideration .....	12
Section 4. Discharge.....	12
Section 5. Polygraph Examinations.....	12
Section 6. Investigatory Interviews.....	12
Section 7. No Call/No Show .....	13
Article VI Grievance Procedure .....	13
Section 1. Definition.....	13
Section 2. Procedure.....	13
Section 3. Time Limits.....	13
Section 4. Grievance Steps .....	14
Step One: Employee-Supervisor Discussion.....	14
Step Two: Formal Written Grievance to Immediate Supervisor.....	14
Step Three: Director of Employee and Labor Relations .....	14
Pre-arbitration Mediation.....	14
Step Four: Arbitration.....	15
Article VII Health and Safety.....	15
Article VIII ADA Procedures.....	16
Article IX Work Schedules.....	16
Section 1. Hours of Work and Overtime.....	16
Section 2. Required Attendance.....	16
Section 3. Holidays and Closures.....	17
Section 4. Volunteer Activity.....	17
Section 5. Call Back.....	17
Section 6. Time Sheets .....	17
Section 7. Summer Flex.....	17
Article X. Personnel Files.....	17
Article XI. Job Duties.....	18
Section 1. Job Description .....	18
Section 2. Desk Audits.....	18
Section 3. Interview and Tests .....	18
Section 4. Promotions .....	18
Section 5. Professional Development.....	19



Section 6. Temporary Reassignment within Class Specifications .....	19
Section 7. Workload Evaluation.....	19
Article XII. Compensation and Benefits.....	20
Section 1. Board of Trustees Benefit Provisions.....	20
Section 2. Off Cycle Salary Adjustments .....	20
Section 3. Temporary Wage Adjustment .....	20
Section 4. Temporary Upgrade .....	20
Section 5. Overtime/Compensatory Time.....	20
A. Overtime .....	21
B. Compensatory Time .....	21
Section 6. Call Back Pay.....	21
Section 7. Wage Increases .....	21
Fiscal Year 2018 .....	21
Fiscal Year 2019 .....	22
Fiscal Year 2020 .....	22
Fiscal Year 2021 .....	22
Fiscal Year 2022 .....	22
Fiscal Year 2023 .....	22
Section 9. University-wide wage increases.....	<b>Error! Bookmark not defined.</b>
Article XIII Management Rights.....	23
Article XIV Work Rules.....	24
Article XV Student Employees/Extra Help.....	24
Article XVI Layoff.....	24
Article XVII Subcontracting.....	24
Article XVIII Printing of the Agreement .....	25
Article XIX No strike/No Lock Out.....	25
Article XX Partial Invalidity .....	25
Article XXI Entire Agreement .....	25
Section 1. Duration of the Agreement .....	25
Section 2. Authority of the Agreement.....	25
Section 3. Agreements .....	26
Memorandum of Understanding - Parking.....	27
Appendix A.....	29

Appendix B – Weingarten Rights ..... 30  
MEMORANDUM OF UNDERSTANDING..... **Error! Bookmark not defined.**

# PREAMBLE

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

## ARTICLE I RECOGNITION AND AUTHORIZATION

### SECTION 1. RECOGNITION

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

### SECTION 2. NEW CLASSIFICATIONS

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

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

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

### SECTION 3. DELETION OF CLASSIFICATIONS

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

### SECTION 4. NEUTRALITY

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

### SECTION 5. MANAGEMENT WORK

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

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

## ARTICLE II NON-DISCRIMINATION

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

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

## ARTICLE III GENERAL PROVISIONS

### SECTION 1. APPROPRIATE ATTIRE

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

### SECTION 2. SPECIAL EVENTS ATTIRE

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

### SECTION 3. EMAIL

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

#### SECTION 4. CONFIDENTIALITY

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

#### SECTION 5. DIGNITY OF STAFF

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

#### SECTION 6. OFF-DUTY MISCONDUCT

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

#### SECTION 7. CAMPUS SMOKING

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

#### SECTION 8. WORKPLACE VISITORS

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

#### SECTION 9. PERSONAL ELECTRONICS

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

#### SECTION 10. UNIVERSITY RESOURCES

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

#### SECTION 11. BACKGROUND CHECK REQUIREMENT

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

## ARTICLE IV UNION RIGHTS

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

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

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

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

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

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

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

## SECTION 3. UNION ORIENTATION

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

## SECTION 4. INFORMATION

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

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

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

## SECTION 5. LABOR MANAGEMENT

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

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

### *SPECIAL MEETINGS*

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

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

### SECTION 6. UNION BULLETIN BOARDS

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

### SECTION 7. UNION SECURITY

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

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

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



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

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

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

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

## ARTICLE V DISCIPLINE

### SECTION 1. PROGRESSIVE DISCIPLINE

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

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

### SECTION 2. MANNER OF DISCIPLINE

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

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

### SECTION 3. REMOVAL OF DISCIPLINE FROM CONSIDERATION

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

### SECTION 4. DISCHARGE

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

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

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

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

### SECTION 5. POLYGRAPH EXAMINATIONS

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

### SECTION 6. INVESTIGATORY INTERVIEWS

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

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

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

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

## ARTICLE VI GRIEVANCE PROCEDURE

#### SECTION 1. DEFINITION

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

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

#### SECTION 2. PROCEDURE

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

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

#### SECTION 3. TIME LIMITS

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

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

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

#### SECTION 4. GRIEVANCE STEPS

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

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

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

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

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

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

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

##### *PRE-ARBITRATION MEDIATION*

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

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

#### *STEP FOUR: ARBITRATION*

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

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

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties, with exception of employee evaluations, counseling statements, verbal reprimands, and/or dismissal of a probationary employee. Board of Trustees Regulations and By-Laws, University Rules and Policies, laws of the United States and State of Illinois Rules and Regulations of administrative agencies are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way application of laws, rules, and regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the Agreement to the facts of the grievance presented. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

## ARTICLE VII HEALTH AND SAFETY

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

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

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

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

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

## ARTICLE VIII ADA PROCEDURES

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

## ARTICLE IX WORK SCHEDULES

### SECTION 1. HOURS OF WORK AND OVERTIME

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

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

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

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

### SECTION 2. REQUIRED ATTENDANCE

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

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

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

### SECTION 3. HOLIDAYS AND CLOSURES

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

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

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

### SECTION 4. VOLUNTEER ACTIVITY

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

### SECTION 5. CALL BACK

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

### SECTION 6. TIME SHEETS

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

### SECTION 7. SUMMER FLEX

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

## ARTICLE X. PERSONNEL FILES

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

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

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

## ARTICLE XI. JOB DUTIES

### SECTION 1. JOB DESCRIPTION

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

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

### SECTION 2. DESK AUDITS

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

### SECTION 3. INTERVIEW AND TESTS

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

### SECTION 4. PROMOTIONS

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



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

## SECTION 5. PROFESSIONAL DEVELOPMENT

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

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

## SECTION 6. TEMPORARY REASSIGNMENT WITHIN CLASS SPECIFICATIONS

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

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

## SECTION 7. WORKLOAD EVALUATION

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

## ARTICLE XII. COMPENSATION AND BENEFITS

### SECTION 1. BOARD OF TRUSTEES BENEFIT PROVISIONS

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

### SECTION 2. OFF CYCLE SALARY ADJUSTMENTS

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

### SECTION 3. TEMPORARY WAGE ADJUSTMENT

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

### SECTION 4. TEMPORARY UPGRADE

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

### SECTION 5. OVERTIME/COMPENSATORY TIME

#### *A. OVERTIME*

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

#### *B. COMPENSATORY TIME*

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

### SECTION 6. CALL BACK PAY

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

### SECTION 7. WAGE INCREASES

#### *FISCAL YEAR 2018*

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

### *FISCAL YEAR 2019*

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

### *FISCAL YEAR 2020*

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

### *FISCAL YEAR 2021*

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

### *FISCAL YEAR 2022*

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

### *FISCAL YEAR 2023*

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

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

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

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

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

## ARTICLE XIII MANAGEMENT RIGHTS

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

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

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

## ARTICLE XIV WORK RULES

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

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

## ARTICLE XV STUDENT EMPLOYEES/EXTRA HELP

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

## ARTICLE XVI LAYOFF

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

## ARTICLE XVII SUBCONTRACTING

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

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

## ARTICLE XVIII PRINTING OF THE AGREEMENT

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

## ARTICLE XIX NO STRIKE/NO LOCK OUT

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

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

## ARTICLE XX PARTIAL INVALIDITY

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

## ARTICLE XXI ENTIRE AGREEMENT

### SECTION 1. DURATION OF THE AGREEMENT

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

### SECTION 2. AUTHORITY OF THE AGREEMENT

This Agreement shall not supersede:

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

### SECTION 3. AGREEMENTS

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



## MEMORANDUM OF UNDERSTANDING - PARKING

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

Agreed to by:

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

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

Acceptance by the Parties

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

## APPENDIX A

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

## APPENDIX B – WEINGARTEN RIGHTS

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

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

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

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

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

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

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

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



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

---

**Northern Illinois University, DeKalb, Illinois**

**and**

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

**FMCS Case No. 170719-55900**

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**AWARD OF THE ARBITRATOR**

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

***For the Employer:***

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

## **Introduction**

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

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

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

**Award**

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

*COLLECTIVE BARGAINING AGREEMENT*

between

*THE BOARD OF TRUSTEES*

*for and on behalf of*

*NORTHERN ILLINOIS UNIVERSITY*

*and*

*THE METROPOLITAN ALLIANCE OF POLICE NIU  
CHAPTER #291*

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



## TABLE OF CONTENTS

ARTICLE I .....	1
PREAMBLE .....	1
ARTICLE II .....	2
RECOGNITION .....	2
Section 2.1 Recognition .....	2
Section 2.2 Membership .....	2
Section 2.3 Title Changes/Reclassifications .....	2
Section 2.4 Fair Representation .....	2
Section 2.5 Gender .....	2
Section 2.6 Changes to Duties/Operations.....	2
ARTICLE III.....	3
MANAGEMENT RIGHTS .....	3
Section 3.1 Management Rights .....	3
Section 3.2 Statutory Obligations .....	3
ARTICLE IV .....	3
UNION RIGHTS .....	3
Section 4.1 Rights of Union Officials.....	3
Section 4.2 Visits from Off-Campus Representatives .....	4
Section 4.3 Communications .....	4
Section 4.4 Off Campus Union Activities .....	4
Section 4.5 Section 4.5 Other Union Activities.....	4
ARTICLE V.....	4
LABOR/MANAGEMENT CONFERENCES .....	4
ARTICLE VI .....	5
DUES CHECK OFF AND FAIR SHARE .....	5
Section 6.1 Fair Share .....	5
Section 6.2 Dues Deduction.....	5
Section 6.3 Union Indemnification .....	6
Section 6.4 Direct Collection of Union Dues .....	6
Section 6.5 Fines/Penalties/Special Assessments.....	6
Section 6.6 Remittance of Dues Deduction .....	6
Section 6.7 Notification of Change in Union Dues/Fair Share Fees .....	6
Section 6.8 Termination of Dues Deduction.....	6
ARTICLE VII.....	7
SENIORITY .....	7
Section 7.1 Definition .....	7
Section 7.2 Seniority Lists .....	7
Section 7.3 Voluntary Workforce Reduction.....	7
Section 7.4 Deviations from Seniority Regulations.....	7
ARTICLE VIII.....	8
HOURS OF WORK/OVERTIME/ADDITIONAL PAY.....	8
Section 8.1 Purpose.....	8
Section 8.2 Hours of Work/Work Schedules .....	8
Section 8.3 Overtime Pay .....	9
Section 8.4 Call Back.....	9
Section 8.5 Training.....	9

Section 8.6 Court Time.....	10
Section 8.7 Contracted Services/Special Events.....	10
Section 8.8 Other Extra Assignments.....	10
Section 8.9 Compensatory Time.....	11
Section 8.10 Shift Differential.....	11
Section 8.11 Required Meetings/Exams.....	11
ARTICLE IX.....	11
BENEFITS.....	11
Section 9.1 CMS Benefit Program.....	11
Section 9.2 Board of Trustees Benefit Provisions.....	12
Section 9.3 Holidays, Administrative Closings, and Other Scheduled University Closings.....	12
ARTICLE X.....	13
WAGES.....	13
Section 10.1 Salary Rates.....	13
Section 10.2 Salary Rates – FY2017 through FY2021.....	13
Section 10.3 Educational Incentive.....	14
Section 10.4 Criminal Investigations Unit Incentive.....	14
Section 10.5 Paramedic Program Incentive.....	15
Section 10.6 Canine Program Incentive.....	15
ARTICLE XI.....	16
NO STRIKE/NO LOCKOUT.....	16
Section 11.1 No Strike.....	16
Section 11.2 No Lockout.....	16
Section 11.3 M.A.P. Responsibility.....	16
ARTICLE XII.....	17
UNIFORM/EQUIPMENT PROVISIONS.....	17
Section 12.1 Uniform and Equipment.....	17
Section 12.2 Body Armor.....	18
Section 12.3 Other Personal Equipment.....	18
Section 12.4 Squad Car.....	18
ARTICLE XIII.....	19
GRIEVANCE PROCEDURE.....	19
Section 13.1 Definition.....	19
Section 13.2 Representation.....	19
Section 13.3 Time Limitations.....	19
Section 13.4 Grievance Procedures.....	19
Section 13.5 Arbitration.....	20
ARTICLE XIV.....	21
DISCIPLINE AND DISCHARGE.....	21
Section 14.1 Progressive Discipline.....	21
Section 14.2 Representation.....	21
Section 14.3 Notification.....	21
Section 14.4 Personnel Files.....	22
Section 14.5 Discipline Record.....	22
Section 14.6 Limitations.....	22
Section 14.7 Inquiries, Investigations, Interrogations.....	23
Section 14.8 Probationary Employees.....	23

Section 14.9 Appeal Process for Suspensions/Discharge .....	23
Section 14.10 Drug and Alcohol Policy .....	24
ARTICLE XV .....	29
NON-DISCRIMINATION .....	29
Section 15.1 General Provisions .....	29
Section 15.2 Association Membership .....	29
ARTICLE XVI.....	29
EMPLOYEE DEVELOPMENT AND TRAINING.....	29
Section 16.1 Training.....	29
Section 16.2 Conferences and Seminars .....	30
Section 16.3 Firearms' Training .....	30
Section 16.4 Training Record .....	30
ARTICLE XVII .....	30
LIMITATIONS.....	30
Section 17.1 Savings Clause.....	30
Section 17.2 Section 17.2 Other Expressed Limitations.....	30
ARTICLE XVIII.....	31
ENTIRE AGREEMENT.....	31
Section 18.1 Entire Agreement.....	31
ARTICLE XIX.....	31
TERMINATION.....	31
Section 19.1 Duration .....	31
APPENDIX A.....	33
Election, Waiver and Release for Disciplinary Process.....	33
APPENDIX B .....	36
POLICE OFFICER'S BILL OF RIGHTS .....	36
Side Letter Regarding Canine Officer .....	<b>Error! Bookmark not defined.</b>

**ARTICLE I**  
**PREAMBLE**

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

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

## **ARTICLE II RECOGNITION**

### **Section 2.1 Recognition**

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

### **Section 2.2 Membership**

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

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

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

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

### **Section 2.4 Fair Representation**

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

### **Section 2.5 Gender**

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

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

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

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

## **ARTICLE III MANAGEMENT RIGHTS**

### **Section 3.1 Management Rights**

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

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

### **Section 3.2 Statutory Obligations**

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

## **ARTICLE IV UNION RIGHTS**

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

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

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

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

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

#### **Section 4.3 Communications**

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 6.1 Fair Share**

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

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

### **Section 6.2 Dues Deduction**

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



### **Section 6.3 Union Indemnification**

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

### **Section 6.4 Direct Collection of Union Dues**

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

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

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

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

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

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

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

### **Section 6.8 Termination of Dues Deduction**

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

## **ARTICLE VII SENIORITY**

### **Section 7.1 Definition**

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

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

### **Section 7.2 Seniority Lists**

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

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

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

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

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

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

**Section 8.1 Purpose**

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

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

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

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

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

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

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

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

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

### **Section 8.3 Overtime Pay**

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

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

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

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

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

### **Section 8.4 Call Back**

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

### **Section 8.5 Training**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IX BENEFITS**

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

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

contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

**Section 9.2 Board of Trustees Benefit Provisions**

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

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

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

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

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

**ARTICLE X  
WAGES**

**Section 10.1 Salary Rates**

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

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

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

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

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

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

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



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

### **Section 10.3 Educational Incentive**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 11.1 No Strike**

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

### **Section 11.2 No Lockout**

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

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

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

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

**Section 12.1 Uniform and Equipment**

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

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

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

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

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

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

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

**Section 12.2 Body Armor**

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

**Section 12.3 Other Personal Equipment**

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

**Section 12.4 Squad Car**

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

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

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

**Section 13.1 Definition**

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

**Section 13.2 Representation**

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

**Section 13.3 Time Limitations**

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

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

**Section 13.4 Grievance Procedures**

Grievances shall be processed in the following manner:

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

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

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

### **Section 13.5 Arbitration**

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

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

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

particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power, or make a decision, or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement, but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

## **ARTICLE XIV DISCIPLINE AND DISCHARGE**

### **Section 14.1 Progressive Discipline**

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

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

### **Section 14.2 Representation**

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

### **Section 14.3 Notification**

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



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

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

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

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

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

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

#### **Section 14.6 Limitations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 1 - Statement of Policy

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

### Section 2 - Prohibitions

Employees shall be prohibited from:

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

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

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

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

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

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

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

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

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

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

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

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

## Section 5 - Tests to be Conducted

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

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

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

#### Section 6 - Right to Contest

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

#### Section 7 - Voluntary Requests for Assistance

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

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

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

## Section 8 - Confidentiality of Test Results

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

## Section 9 - Discipline

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

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

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

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

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

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

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

## ARTICLE XV NON-DISCRIMINATION

### **Section 15.1 General Provisions**

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

### **Section 15.2 Association Membership**

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

## ARTICLE XVI EMPLOYEE DEVELOPMENT AND TRAINING

### **Section 16.1 Training**

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

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



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

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

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

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

### **Section 16.4 Training Record**

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

## **ARTICLE XVII LIMITATIONS**

### **Section 17.1 Savings Clause**

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

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

This Agreement shall not supersede:

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

**ARTICLE XVIII  
ENTIRE AGREEMENT**

**Section 18.1 Entire Agreement**

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

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

**ARTICLE XIX  
TERMINATION**

**Section 19.1 Duration**

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_, day of \_\_\_\_\_.

**Northern Illinois University**

**Metropolitan Alliance of Police**

By: \_\_\_\_\_  
Jesse Perez                                 Date  
Chief Negotiator

By: \_\_\_\_\_  
Lori York                                 Date  
Chapter #291 President, M.A.P.

By: \_\_\_\_\_  
Thomas Phillips                         Date  
Chief of Police

By: \_\_\_\_\_  
Jon Krengel                             Date  
MAP Vice President

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

By: \_\_\_\_\_  
Keith George                             Date  
President, M.A.P.

**Board of Trustees**

By: \_\_\_\_\_

Designee for the Board of Trustees

Northern Illinois University

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

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

I. Notice to Employee

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

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

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

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

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

II. Election

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

A. Grievance Arbitration

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

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

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

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

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

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

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

Received by the Chief of Police's Office:

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

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

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

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

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

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

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

1. Definitions

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

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

2. Interrogation of Officer

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

3. Place of Interrogation

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

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

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

5. Time of Interrogation

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

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

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

7. Duration of Interrogation Session

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

8. Abusive and Offensive Language Prohibited at Interrogations

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

9. Record of Interrogation – Transcript

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

10. Advise of Rights

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



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

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

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

12. Admission or Confessions Obtained in Violation of Agreement

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

13. Polygraph or Chemical Tests

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

14. Constitutional and Legal Rights

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

15. Application of Agreement

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

16. Retaliatory Actions Prohibited

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

**MEMORANDUM OF UNDERSTANDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Entry                    \$25.90**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Jurisdiction**

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

A handwritten signature in cursive script that reads "Carol J. Tidwell". The signature is written in dark ink on a white background.

Dated May 7, 2018

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Carol J. Tidwell, J.D.  
Arbitrator  
1772 Briarheath Drive  
Aurora, Illinois 60505  
[caroljtidwell@gmail.com](mailto:caroljtidwell@gmail.com)  
608.449.5265