



Special Meeting  
of the  
Board of Trustees

*November 14, 2019*

**Special Meeting of the  
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY  
8:30 a.m. – Thursday – November 14, 2019  
Board of Trustees Room  
315 Altgeld Hall**

**AGENDA**

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 September 12, 2019](#)..... *Action*..... 1
5. Chair's Comments/Announcements
6. Public Comment\*
7. President's Report No. 137
  - a. [Collective Bargaining for United Faculty Alliance](#) ..... *Action*..... 22
8. Other Matters
9. Next Meeting Date
10. Recess for Academic Affairs, Student Affairs, and Personnel Committee and Finance, Audit, Compliance, Facilities and Operations Committee Meetings
11. Closed Session
12. Adjournment

\*Individuals wishing to make an appearance before the Board should consult the [Bylaws of the Board of Trustees of Northern Illinois University](#), Article II, Section 4 – *Appearances before the Board*. Appearance request forms can be completed [online](#) in advance of the meeting or will be available in the Board Room the day of the meeting. For more information contact Karen Campbell, [kcampbell5@niu.edu](mailto:kcampbell5@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 Karen Campbell, [kcampbell5@niu.edu](mailto:kcampbell5@niu.edu) or (815) 753-1273, as soon as possible.**

Minutes of the  
**Board of Trustees of Northern Illinois University**  
**Regular Meeting**  
September 12, 2019

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 9:02 a.m. by Board Chair Dennis Barsema in the Board of Trustees Room, 315 Altgeld Hall. Recording Secretary Karen Campbell conducted a roll call. Members present were Rita Athas, John Butler, Montel Gayles, Veronica Herrero, Madalynn Mershon, Bob Pritchard, Vice Chair Eric Wasowicz, and Board Chair Dennis Barsema.

Also present: President Lisa Freeman; General Counsel Bryan Perry; Board Liaison Matt Streb; Executive Vice President and Provost Beth Ingram; Vice President for Administration and Finance Sarah McGill; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; Vice President for Advancement Catherine Squires; Associate Vice President of Information Technology Matt Parks; Associate Vice President for Student Affairs and Dean of Students Kelly Wesener-Michael; Executive Director of the Northern Illinois University Alumni Association Reggie Bustinza; Associate Vice President, Administration and Human Resources Operations Celeste Latham; Vice President of Research and Innovation Partnerships Jerry Blazey; Associate Vice President of Facilities Management and Campus Services John Heckmann; and University Advisory Council (UAC) Representatives Kendall Thu, Cathy Doederlein, Sarah Marsh, Jeffrey Royce, Jason Hanna, and Alex Gelman.

Chair Barsema welcomed everyone and opened the meeting by asking for the roll call.

Roll Call:

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

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

General Counsel Bryan Perry indicated a quorum was present and appropriate notification of the meeting has been provided pursuant to the Illinois Open Meetings Act.

**MEETING AGENDA APPROVAL**

Chair Dennis Barsema asked for a motion to approve the meeting agenda. Trustee Eric Wasowicz so moved, and Trustee Rita Athas seconded. The motion was approved.

Chair Barsema asked for a motion to amend that motion in order to approve a consent agenda as follows: Information Items 8.b.1. through 8.b.10. He noted that item 8.b.3, FY2019 Report of Tuition and Fee Waivers, had been updated with figures through August 31, 2019. This was an update to the previous item of the same name presented at the FACFO Committee Meeting in August. This updated report contained the final figures to be reported to the Illinois Board of Higher Education. Trustee Montel Gayles so moved and Trustee Bob Pritchard Seconded. The motion was approved.

**REVIEW AND APPROVAL OF MINUTES OF JUNE 13, 2019 AND AUGUST 15, 2019**

Chair Dennis Barsema asked for a motion to approve the minutes of June 13, 2019. Trustee Eric Wasowicz so moved and Trustee John Butler seconded. The motion was approved.

Chair Barsema asked for a motion to approve the minutes of August 15, 2019, noting that the top of the minutes read August 14<sup>th</sup>, but should read August 15<sup>th</sup>. Trustee John Butler so moved, and Trustee Veronica Herero seconded.

Chair Barsema then stated that the approval needed to include the amending of the date. Trustee Montel Gayles so moved and Trustee Herrero seconded. The amended motion was approved.

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

Chair Dennis Barsema welcomed UAC Representatives Kendall Thu, Alex Gelman, Cathy Doederlein, Sarah Marsh, Jason Hanna and Jeffry Royce and opened the floor to their comments.

UAC Representative Thu first commended Chair Barsema on his speech at the State of the Non-profit Sector Luncheon, adding that the speech was compelling and that Chair Barsema represented NIU well. He then recognized fellow faculty members and union members who were present. He said that when asked what is special about NIU, his response is faculty, staff and SPS leaders. NIU faculty are next to none across the country in the care that they give to their students and the involvement that they give to the students. Representative Thu continued that he hoped all the faculty and union members present for the meeting would attend commencement as well. Representative Thu further expressed his confidence that the union would reach an agreement with the university through the Collective Bargaining Agreement, and once again be seen as a leader in Illinois in terms of the way in which the university and the union work together. A strong university is derived from a close working relationship between the faculty union and shared governance. Representative Thu affirmed his commitment as Faculty Senate President and as Executive Secretary of the University Council to maintain that close relationship.

UAC Representative Cathy Doederlein had a few comments on the agenda. She was pleased to see some of the capital projects being discussed for consideration as part of the budget package. DuSable, Reavis, and Watson stood as three important student spaces in need of renovation. She also stated her excitement for the discussion of paid parental leave and extending sick leave from 20 days to 25 days, and commended the administration for bringing that forward. She also commended her colleagues, faculty, staff, and students from the Presidential Commission on the Status of Women, who brought those items forward. She thanked Chief Diversity Officer Dr. Vernese Edghill-Walden for helping to ensure that the presidential commissions were brought more to the floor and able to provide advisory guidance to the president and to the administration on matters such as these.

UAC Representative Jeffry Royce stated that the agenda items have been well received at the staff council and amongst staff in general. There are a few successes of shared governance that appear on the agenda, which the UAC appreciates. The Council looks forward to hosting several members of the administration this year at meetings. Representative Royce reminded those present that meetings are open for anyone to attend, and occur the first Thursday of the month at 9:00am in the Sky Room. He added that the Council hopes to host a couple of Trustees at some point in the year.

Chair Barsema welcomed back students, faculty, and staff to a new semester, and affirmed his agreement with all of the comments by the UAC members. The NIU faculty is amazing. Chair Barsema noted that he was a part of the faculty for ten years and used to echo the same words that Representative Thu said. When Chair Barsema lived on the West Coast, he lectured at several major California universities and would put NIU students up against those students any day of the week. NIU students are where they are because of the great faculty. He continued by thanking the faculty for the jobs they do and the work they do.

Chair Barsema noted his excitement for the new semester, particularly the opening of the remodel of the Holmes Student Center; not only for the students but also for the faculty, staff, and the community of DeKalb. The remodel should be open at least in part in the next few months. Chair

Barsema went on to congratulate Coach Hammock and the football team for his first win as a head coach against ISU.

Chair Barsema expressed his disappointment in the headline that the local newspaper had regarding NIU's enrollment. He felt that it did not do justice and service to NIU and to the hard work that has been done to have the very successful numbers relative to freshmen, transfer, and graduate student enrollment. The *Daily Chronicle* had been notified with the release the Strategic Enrollment Management Plan that total enrollment on this campus was expected to be down this fall over last year, so that was not new news. The goals for incoming freshmen, transfer students, and graduate students were all exceeded. NIU increased the academic profile of the incoming class of students. This year's class is more diverse than ever before. The important thing is that what the university promised in the Strategic Management Enrollment Plan was accomplished. This is a key indicator of the credibility of the plan and of the administration that is responsible for execution of that plan. Meeting the goals for the first year of a five-year plan is very important. The fact that the *Daily Chronicle* used enrollment being down as the headline was irresponsible and upsetting. Chair Barsema offered congratulations to President Lisa Freeman and her team and staff; to Vice President for Enrollment Management, Marketing and Communications Sol Jensen and his team; and to everyone present who has worked hard to get new students to campus. It is everyone's responsibility to be good stewards of the NIU reputation, the NIU image, and reasons to come to NIU. Finally, Chair Barsema reiterated his happiness that the first-year goals of the Strategic Enrollment Management Plan were achieved.

#### **PUBLIC COMMENT**

General Counsel Bryan Perry indicated that there were two timely requests for public comment. He called Mark Schuller to the podium.

Mark Schuller: "Hello. My name is Mark Schuller, Associate Professor of Anthropology in the Center for Nonprofit and NGO Studies. I'm speaking on behalf of the United Faculty Alliance as Vice-President. If members would like to stand to be recognized. We are here because we care. We care deeply about the future of public higher education, about the optimal learning environment for the students of Illinois and particularly NIU, which provides higher education for many first generation college students, rural students, African-American students, and/or growing number of Latinx including undocumented students, as well as students from out of state and many other countries. We are proud to serve the public through our roles of professors who play central roles in NIU's mission of excellence in research, teaching and public service. We share with you, the Board of Trustees, President Freeman and the NIU leadership the commitment to maintaining this excellence serving a critical role in the region and in the state. We would like to thank you for taking the time to hear our perspectives and concerns. We look forward to completing the contract currently under negotiation and working with you in fulfilling our roles in the shared governance of the university. As faculty whose job it is to analyze and disseminate knowledge, we have a vast wealth of shared expertise in fulfilling the promise of NIU, to our students, their parents, our community, the region and the state. As you know, faculty working conditions are students' learning conditions. We come here as a united voice to publicly thank the dedicated individuals who have spent hours poring over the details of our contract. This high level of engagement from both parties speaks well to the vitality of our tripartite mission and we indeed have come a long way in the process. We would also like to share our pride that you, the Board, are reviewing family leave policy that faculty researched during our negotiations. It is just this shared vision and deliberation that makes this public university worthy of the public trust. As we make the case to Illinois high school students and their parents to attend our public school system and NIU in particular, and to attract international, out-of-state students, we are here this morning taking time out of our work, many of heading to class some at 9:30, because we would like to take this opportunity to remind the Board of the crucial importance of faculty's roles beyond the classroom

and fulfilling our promise to the students. As a public research institution, faculty at NIU are leaders in our fields, studying climate change, clean water, sustainability in farming and conservation, local development, inclusion and accessibility in education, managing and tapping into diversity, disaster preparedness and response, caring for aging parents and special needs children, closing the achievement gap, humanitarian aid, nonprofit management, as well as penning original works of music, art, and drama that inspire, move, and challenge the public. We are honored to have the privilege of serving the people of Illinois. Especially as we pull ourselves out from our statewide budget impasse, investing in our faculty as leading researchers, scholars and artists, is one of the best ways to attract and retain a high-quality, diverse, student population, both graduate and undergraduate. Investing in research pays dividends in high-quality education for students. We bring students with us to the field. We supervise and work with them as they develop their own original research projects. We bring up-to-date information, readings, analyses, debates, and our experience and enthusiasm to the classroom. As both parties head to conclude negotiations on a first-ever contract, we want to take this moment to publicly reflect on the importance and synergy of the three pillars of NIU's mission; public service, research, and teaching and we respectfully urge the Board to settle a fair contract as soon as possible. Many of us do have to return to the jobs we spent our careers preparing for this morning, so we wanted to be sure to thank you for your time and for doing yours.”

General Counsel Perry next invited Virginia Naples forward.

Virginia Naples: “Good morning everyone. I’m very pleased to be able to be here, although I’m sad that I feel the necessity to raise an issue I have been talking about. I’m sure that many of you who have been here before have heard me speak on this issue and I’m sure our Board is aware, and I have been very gratified personally as well as for the entire group of us to hear the high-quality praise for our university faculty. I wholeheartedly agree my colleagues are some of the most vibrant, exciting and well-intentioned people I have ever known. I am proud to be a member of that group. Unfortunately, we are not receiving the kinds of treatment that meet our needs. The faculty have not been paid raises more than one three percent raise on average for at least ten years, but the issue that I’m talking about goes beyond that. It goes beyond inversion of salaries and compression of salaries directly to discrimination issues. I’m showing you the Northern Illinois University Affirmative Action and Diversity Resources Policy, and I’m sure every one of you has read this at one point or another or is familiar with it, but we don’t all remember all the details of things so I just thought I would go through that with you again. This is taken directly from the university website and it is compliant with state and federal and all other laws about non-discrimination. It is the academic decisions that are not to be based on race, color, national origin, sex, and a variety of other categories. I’m here specifically talking about the sex and minority salary discrimination that has been present at this university probably since its inception. We have had a half a dozen faculty salary equity task force reports, all of which have reported that. Nothing has been done. My first address to the Board of Trustees about the sex salary discrimination, all of my data of course are taken only from public records, was in 1988 when Cheryl Murer some of you remember was chair. Nothing has yet been done about that issue. And the discrimination against women and minority in salary is a violation of university as well as state and federal policy. And I’m listing employees or students, so it is all of our categories. We have the right and the responsibility to report this activity. I am acting upon both that right and that responsibility and have been doing so consistently. I’ve been here four or five times already talking about this issue. So, suitable corrective action needs to be applied. And this has occurred. The most recent study that was done by Virginia Wilcox was sanctioned and selected by the administration because of her extremely high qualifications. She’s a labor economist and does research in that area. Her methodology was state of the art and her conclusions matched all of the previous conclusions that yes indeed there are problems with salary discrepancies for men and women and minorities. And this is what is required to be done. Again, directly from the university’s own policy from the

website, I did it the other day. And these are the categories, I did highlight and bold the things we're talking here about, employees. I'm specifically talking about the tenure and tenure-track faculty because that's the group with whom I have standing. And specifically the policy prohibits conduct that discriminates against any employee in this case with regard to and here I'm addressing compensation as well as these other issues. And again I emphasize pay, retirement benefits, disability leave, other things are also very important as well and some of these have been addressed this morning as well as elsewhere. And these are my conclusions, the faculty salary equity task force reports show a systemic pattern of sex and minority salary discrimination. Just because it occurs at Northern Illinois University doesn't mean this is the only place it occurs. It occurs in all businesses and industries all across the nation. However, simply because it is the general practice does not make it acceptable. I'm asking that our Trustees and our administration act on their belief that we have an excellent high-quality faculty and give us the rewards that we need that go along with that. This is a long-term problem. There have been studies, it has been studied to death. The new proposals are saying well we'll do yet another study. That is simply a way of postponing taking action. The action needs to have been taken a long time ago. We can't go back into the past without a time machine. So we need to take action now. And salary compression inversion and discrimination contribute to faculty dissatisfaction and loss. We have lost many faculty. About ten years ago we had over 900 faculty. My understanding is that we now have fewer than 600 tenure and tenure-track faculty. So not only are we losing students, we are losing faculty. We are losing the people who are the university. Faculty are the heart of the university's core mission. We make the magic happen. We've heard testimony from a variety of people today talking about exactly that fact. So I am asking that we are being given long-term merit. Look back on the people who have served this university for decades in some cases, who have not been rewarded. Whose salaries have fallen behind. Who have not had benefits that would help to advance their careers that would have allowed them to reach or exceed their expected potentials. This university is a marvelous institution. It has great potential for the future, but the faculty need to be brought into that part of the university. And the other thing that faculty erosion exacerbates student enrollment losses. If the courses cannot be taught, the students cannot come here and complete their programs in a timely manner. When I was an undergraduate, everybody finished a four-year degree in four years. Now my understanding is that most people who come here expect to complete a degree in five and a half of so years, and that's only about fifty percent of our student population. Part of that is because students cannot get the courses they need in a timely manner. It is time-consuming, it is expensive, it is frustrating for them. We need to help with that problem. And finally, something people may not realize is that illegal discrimination jeopardizes the university across the board obtaining all forms of federal funding. So I leave you with that. I ask our Trustees and our administration to work with us to improve the long-term salary issues and other benefit issues for all of the tenure and tenure track faculty. I know it's not just faculty that have these issues, but my standing is with the faculty so that is the group I'm speaking on the behalf of. So thank you very much for your time. And all of the Trustees have a copy of my slides and you can certainly look it up on the university website to make sure it's exactly the same with the exception of my putting things in color on the last couple pages. Thank you."

Chair Dennis Barsema thanked the speakers and faculty for attending the meeting. He expressed, on behalf of all the Trustees and the administration, tremendous respect for what the faculty does.

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

Chair Dennis Barsema directed the conversation to Agenda Item 7., Reports of the Board Committees and the Board Liaisons. He asked whether any of the Trustees had questions or comments regarding Items 7.a. through 7.g., pointing out that Item 7.h., the Northern Illinois University Foundation Report would be an oral report from Vice President for Advancement Catherine Squires. He asked Trustee Veronica Herrero to speak on Agenda Item 7.d., Illinois Board of Higher Education, because Trustee Herrero serves on that board. He further asked Trustee

John Butler whether he had any comments on Agenda Item 7.e., the Civil Service Merit Board Report.

Trustee Veronica Herrero indicated that she had recently attended her second meeting with the Illinois Board of Higher Education. Since the report presented was from the previous meeting, she chose to give an update on the most recent meeting. She stated that she was excited for the Illinois Board of Higher Education because of a new constitution of the board, and new Chair John Atkinson. The focal point for the board will be equity and attainment. The board is a very diverse group, with many different stakeholders from the education community across the state. Trustee Herrero is the Vice-Chair of the IBHE, which gives her the opportunity to use NIU as an example of driving equity and attainment outcomes.

Trustee Herrero shared a few highlights from the IBHE meeting. Host institutions will begin giving equity and attainment initiatives updates, ensuring that the board is up-to-date and has a very good understanding of what is happening across the state. The IBHE has begun discussing best practices in equity, attainment and completion in student success. Waubensee Community College hosted the meeting and shared amazing initiatives and a lot of innovation.

Trustee Herrero continued, noting the approval of several items. One was granting degrees, authority, and operating authority to independent for-profit institutions. She expressed her satisfaction in the fact that the board was very questioning and engaged, not just a rubber-stamping board. She expects this kind of questioning to continue, thereby holding independent institutions accountable to the same student success outcomes as public institutions. The Board also approved two centers and four degree programs at three public universities including NIU's three doctoral programs with the College of Engineering. The board also approved the adoption of the proposed joint rules for reverse transfer of credit, pending ICCB approval. These rules are student-centered, and allow for the ability for marketing the program at the university level. This is to help students who are at a four-year institution and have attended a community college and earned 15 credits at the community college to be able to reverse-transfer their credits at the four year college to earn their associate's degree, as well as taking some of the burden off the student to accomplish these things. The board additionally approved the appointment of the Diversifying Higher Ed Faculty in Illinois program. This provides financial awards and support services to underrepresented students pursuing graduate and professional degrees at Illinois public and private institutions. As a condition of the awards, the students have to agree to work within the state as faculty or staff within a given period of time. Chief Diversity Officer Vernese Edghill-Walden serves on the Diversifying Higher Ed Faculty in Illinois Board. Nile Robinson, the Interim Executive Director, gave an overview of the budget context, which is not great. While Fiscal Year '20 was a good year, the long-term outlook is not good.

President Lisa Freeman said that, in addition to NIU being proud of the fact that Trustee Herrero represents public university trustees on the IBHE in the seat reserved for that purpose, she was sure that all of the public university trustees are very pleased to have somebody with Trustee Herrero's extensive knowledge of higher ed and commitment to equity and access in that position. President Freeman pointed out that IBHE agendas and minutes are posted publicly, as they are open meetings under Illinois statute. She went on to thank the members of the IBHE, as well the new board chair, who met with the presidents and chancellors. The presidents and chancellors of the public universities also look forward to a very productive relationship with the new board members and the IBHE board chair. Finally, she recognized the members of the NIU team who prepared the materials that went through the standard process for getting NIU's doctoral programs in Engineering approved: Provost Beth Ingram, Vice Provost Carolinda Douglass, and Dean Don Peterson of the College of Engineering and Engineering Technology.

Chair Barsema invited Vice President for University Advancement and President and CEO of the NIU Foundation Catherine Squires to give an update on the NIU Foundation.



Vice President Squires reported the final results for Fiscal Year '19. The NIU Foundation had a fantastic year, ending over the \$17.5 million goal, with \$21 million in total philanthropy for Fiscal Year '19. One of the most important features of the successful year, other than raising money, was that the Foundation recovered a number of donors that had been lost. In Fiscal Year '18, the same number of dollars as the previous year were raised, but there were fewer donors. Losing donors is often a sign that a program is in trouble. The NIU Foundation regained the donors that were lost in Fiscal Year '18 and increased donors by another six percent.

Vice President Squires commended the colleges, faculty and deans for their assistance with the great year by meeting or exceeding their fundraising goals. For example, Dean Judy Ledgerwood and the College of Liberal Arts and Sciences outperformed their goal by several hundred percent. Because of this, the goal has been adjusted for Fiscal Year '20. This success was due to the combination of the contributions of Ray Earl-Jackson working with a dean like Judy Ledgerwood, who allowed him to develop a program without too much pressure. The colleges have not had a long history of fundraising at the level to which the Foundation aspires as it prepares for a several-hundred-million-dollar capital campaign. The results in CLAS have been extraordinary to the extent that the CLAS advancement team had been expanded for Fiscal Year '20. Vice President Squires predicted that these kinds of results will continue as staff gain in their maturity and the deans become more comfortable with fundraising at a high level.

Vice President Squires listed factors that contributed to a successful fundraising year. Unrestricted revenue increased by 15%. One of the other important achievements was scholarship funding, which increased by \$10 million dollars, exceeding the goal set for Fiscal Year '19. This helps support the enrollment goals of the university. The broader scholarship goal of \$25 million in increased funding by 2022 will be easily achievable. All this is possible through major, principal, and planned gifts. NIU received a \$7 million planned gift last year. An additional highlight from Fiscal Year '19 was the Day of Giving, another partnership effort that exceeded goals. Vice President Squires thanked Director of the Northern Fund, Michael Adzovic, and his team for building the Annual Fund through the Huskie Engagement Center, which is a cadre of student callers who diligently dial for dollars in the basement of Grant Towers.

Regarding Alumni Relations, Vice President Squires noted that, thanks to NIU Alumni Association Director Reggie Bustinza and Alumni Volunteer Engagement Director Liz McKee, and the partnership of the colleges, the engagement of alumni has increased significantly in the last year. More alumni events are happening than ever before. She then credited the entire Alumni Association Staff for engaging more alumni in meaningful ways, leading directly to an increase in the NIU Foundation's ability to fundraise among donors.

Vice President Squires presented the fundraising goal for Fiscal Year '20 as \$25 million. She expressed her belief that the right team is in place and said that she felt optimistic about this goal and hoped to be able to stand in the Board of Trustees Meeting a year from now and report that the goal was exceeded for Fiscal Year '20 as well.

She explained that planning is underway for a comprehensive capital fundraising effort that will begin early in 2021, leaving a little more than a year to get the institution ready for the campaign. President Freeman and Vice President Squires are working on initial planning for communication, building a campaign steering committee, and creating the infrastructure required to engage in university-wide conversation to formalize a case for support.

From an advancement perspective, the team is ready. Several of the gift officers came to work at NIU because they knew a campaign was coming, which is an excellent career opportunity. It is a new day in terms of the way in which philanthropy can be utilized in the funding of capital projects. President Freeman has talked a lot about blended funding and NIU will never lose the opportunity again that a state-funded building gets ignored by the Foundation. It is important for everyone to

work together to leverage all of NIU's revenue streams and income opportunities with donors, investors and others to make the very best effort to build buildings, endow programs, and do all of the things that are required to make this university flourish. The Trustees are singularly important in the leadership of such an effort institutionally.

Vice President Squires closed by thanking the Trustees for their partnership and commitment, and for their call for the NIU Foundation to move forward with planning for a campaign.

Trustee Montel Gayles noted that upon first hearing out about the money that had been raised by the Foundation, they all applauded. He reiterated that applause. The money was raised because of both the professionalism and the warmth that comes from leadership as it relates to raising money. Stewardship is very important and so is the ability to promote NIU whenever possible. Trustee Gayles commented that the NIU Black Alumni Picnic was a great event, but that a lot of money was left on the table there. He suggested that in the future, Foundation staff be in attendance at events like that, so that as much money is raised as possible. He concluded his remarks by commending Vice President Squires for her hard work and the great job she is doing.

Chair Barsema said that when Vice President Squires arrived at NIU about five years ago, he was the Chair of the Foundation Board. At that time, the fundraising goals were generally \$10 to \$15 million, and now the goal is \$25 million. He urged everyone not to overlook the significance of the fact that the fundraising goal for the Foundation has basically doubled over a five-year period during which the university has faced financial difficulties.

Chair Barsema noted that it would have been easy for alumni to turn the other way. Echoing Trustee Gayles' comments, he stated that because of the leadership of Vice President Squires and her team, many alumni have returned to giving. He said that the number of alumni returning to NIU not only from a physical standpoint, but also from a gift standpoint, is one of the most significant numbers. NIU needs to get alumni as well as the community re-engaged.

Chair Barsema congratulated Vice President Squires and her team for doing a great job. He further recognized the accomplishments of Executive Director Bustinza, Director McKee, and the Alumni Association, because while there were only seven more alumni events compared to the previous year, the events engaged 111% more alumni than the previous year.

## **PRESIDENT'S REPORT NO. 136**

Chair Dennis Barsema introduced President's Report No. 136. and asked for a motion to accept the following information agenda items through a consent agenda as discussed at the beginning of the meeting:

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

**Agenda Item 8.b.1. – Oral English Proficiency Report**

**Agenda Item 8.b.2. – 2018-2019 Faculty Emeritus Recognition**

**Agenda Item 8.b.3. – Fiscal Year 2019 Report of Tuition and Fee Waivers**

**Agenda Item 8.b.4. – Fiscal Year 2019 Annual Report of Cash and Investments**

**Agenda Item 8.b.5. – Fiscal year 2019 Annual Summary Report Obligation of Financial Resources**

**Agenda Item 8.b.6. – Quarterly Summary Report of Transactions in Excess of \$100,000 for the Period April 1, 2019 to June 30, 2019**

**Agenda Item 8.b.7. – State Legislative Update**

**Agenda Item 8.b.8. – Federal Relations Report**

**Agenda Item 8.b.9. – Sponsored Programs Administration Report**

**Agenda Item 8.b.10. – Faculty Scholarship Presentations**

Trustee Eric Wasowicz so moved, and Trustee Veronica Herrero seconded.

The motion was approved.

**UNIVERSITY RECOMMENDATIONS FORWARDED BY THE BOARD COMMITTEES**

**Agenda Item 8.a.1. – Request for New Certificate of Graduate Study in FinTech**

President Lisa Freeman presented Agenda Item 8.a.1., noting that it was discussed at length at the Academic Affairs, Student Affairs and Personnel Committee and that the recommendation forwarded from that committee to the board is for the approval of a new Certificate of Graduate Study in FinTech.

Chair Barsema called for a motion to approve the agenda item. Trustee Montel Gayles so moved, and Trustee Bob Pritchard seconded.

The motion was approved.

**Agenda Item 8.a.2. – Fiscal Year 2021 Budget Request**

President Lisa Freeman presented Agenda Item 8.a.2., stating that each year at this time, staff seeks the board’s approval of budget request guidelines for the overall level of state funding requested for the upcoming fiscal year, meaning fiscal year 2021. For this year, NIU is requesting a funding level of \$93,628,600.

Chair Barsema asked for a motion to approve. Trustee Eric Wasowicz so moved and Trustee Montel Gayles seconded.

Trustee Veronica Herrero noted that she had abstained in the committee meeting and planned to abstain again because of her role on IBHE.

Chair Barsema asked for a Roll Call Vote, which proceeded as follows:

- |                               |                                   |
|-------------------------------|-----------------------------------|
| Trustee Rita Athas: Yes       | Trustee John Butler: Yes          |
| Trustee Montel Gayles: Yes    | Trustee Veronica Herrero: Abstain |
| Trustee Bob Pritchard: Yes    | Trustee Madalynn Mershon: Yes     |
| Vice Chair Eric Wasowicz: Yes | Board Chair Dennis Barsema: Yes   |

The motion was approved.

**Agenda Item 10.a.3. – Fiscal Year 2021 IBHE Capital Budget Request**

President Lisa Freeman brought forward Agenda Item 8.a.3., saying that this request is submitted to the Illinois Board of Higher Education in the fall prior to the budget year in order meet IBHE and state capital project review and approval submission schedules. There are two principle categories of projects requesting state funding support and a third category that provides notification of anticipated non-instructional projects that might eventually require specific IBHE approval. Eleven capital projects totaling \$326 million and twenty capital renewal projects totaling approximately \$57 million are proposed for submission as detailed in the board item.

Chair Barsema called for a motion to approve the agenda item. Trustee Eric Wasowicz so moved, and Trustee Montel Gayles seconded.

Trustee Veronica Herrero stated that she would again abstain because of her role on the IBHE.

Chair Barsema requested a roll call vote.

Roll Call Vote:

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

The motion was approved.

#### **Agenda Item 8.a.4. – Student Recreation Center Changing Room Remodel**

President Lisa Freeman presented Agenda Item 8.a.4. As discussed at the last FACFO meeting, the Student Rec Center locker rooms have not been renovated since the original construction in 1983, but student lifestyle and expectations have changed significantly. The existing configuration, fixtures, finishes, and infrastructure need to be updated to best align with the needs and preferences of a diverse student population.

Chair Dennis Barsema requested a motion to approve. Trustee Eric Wasowicz so moved, and Trustee Rita Athas seconded.

Trustee John Butler asked whether this would include the complete remodel work or just the design work. President Freeman responded that it includes remodel and design. Trustee Butler replied that he thought this was a terrific development. This has been of long-standing interest in the student government, and several student Trustees have brought these issues to the board's attention. Absent the capacity to build a new center or a complete redo of the center, making these kinds of improvements is very important.

The motion was approved.

#### **Agenda Item 8.a.5. – Bowl Game Participation Expenses**

President Lisa Freeman presented Agenda Item 8.a.5. At this time of year, the university requests that the Board of Trustees delegate to the president or designee approval for all necessary and proper expenses related to NIU's participation in a post-season bowl game competition. This happens because the bowl invitations do not always coincide with the schedule of the Board of Trustees, and this preserves the university's opportunity to meet the expected contract deadlines.

Chair Barsema called for a motion to approve. Trustee Montel Gayles so moved, and Trustee Eric Wasowicz seconded.

Trustee Gayles commented that he fully supports this item, but would also like to see what revenues are coming in as a result of the bowl games so that the Trustees can see what expenses and revenues are in the future.

Trustee Wasowicz clarified that this is primarily a wash. The football team is bringing money in on this, so the university is not just doling out money.

President Freeman answered that the specifics depend on the particular bowl, the contribution from the MAC, and what type of transportation is required, but the University understands that the Board expects an itemized accounting of bowl expenses.

The motion was approved.

#### **ITEMS DIRECTLY FROM THE PRESIDENT**

#### **Agenda Item 8.c.1. – University Council Amendment to the Northern Illinois University Constitution Article 6.5.**

Chair Dennis Barsema noted that, having previously approved all of the items from 8.b.1. to 8.b.10 through the consent agreement, the meeting would proceed to Items Directly from the President, which is 8.c. on the agenda.

President Lisa Freeman brought forward Agenda Item 8.c.1. This proposed amendment to the NIU constitution was approved by the University Council on April 3, 2019. Subsequently, a faculty referendum was conducted, and the amendment was approved by a 159 to 49 majority of those voting. Per Article X of the NIU Constitution, the change must be approved by the Board of Trustees pursuant to the Board's governance documents which dictate that their Bylaws may be amended at any regular meeting of the Board by six affirmative votes provided that notice of the intention to amend is presented in writing at the regular or special meeting immediately preceding. This item has been presented to the Board previously at the special meeting held on May 9, 2019 and the regular meeting held on June 13, 2019. The purpose of this item is to remove mention of the President's Staff from NIU's constitution. The effort was undertaken to clarify confusion between this described entity and the current Senior Roundtable, an informal advisory committee that operates at the discretion of the president. The University believes that it is helpful to remove outdated and unclear language from governing documents. It should be noted that removal of the President's Staff Committee from NIU's Constitution and Bylaws does not impact the status of such a committee or the current Senior Roundtable with respect to the Open Meetings Act. A determination letter issued by the Office of the Attorney General of the State of Illinois on April 29, 2019 concluded that the President's Staff Committee as described in article 6.5 of NIU's Constitution is not a public body subject to the requirement of the Open Meetings Act. This letter has been made available to the public through the University Council as information item 11.U. on the September 11, 2019 agenda.

Chair Barsema asked for a motion to approve. Trustee John Butler so moved, and Trustee Veronica Herrero seconded.

Chair Barsema questioned why the board was seeing this item again, since it had already approved.

President Freeman explained that the action taken on this item was taken at a Special Meeting of the Board of Trustees. To be conservative in interpreting the applicability of the Board of Trustees Bylaws to the process used, the university wanted to ensure that the item came up at the meeting immediately preceding a regular meeting of the Board of Trustees where the vote was taken.

Chair Barsema summarized that the concern was that the special meeting it was approved in did not meet the spirit of law relative to a regular board meeting.

President Freeman affirmed Chair Barsema's statement.

Trustee Butler asked whether, in this case, the Bylaws were the complication.

President Freeman answered that Article 10 of the Constitution says that the Board must act in accordance with their governance documents. The Board's governance documents speak specifically to how the Board modifies its own Bylaws, so the strict interpretation is that the Board uses those criteria for this action. She invited the General Counsel to give a more detailed explanation.

General Counsel Bryan Perry responded that President Freeman's explanation was accurate. It is the Board's governance documents that required this be done at a regular meeting prior to the special meeting.

Trustee Butler asked whether that requirement could also be changed. General Counsel Perry confirmed that it could be.

Trustee Butler stated that the Board should change the governance documents if it wants to have the flexibility and nimbleness to make these kinds of changes in a timely manner.

General Counsel Perry agreed with that as well.

Chair Barsema stated that according to Article IV., Section 8. of the Regulations of the NIU Board of Trustees, the University Constitution may be amended after approval of a proposed amendment

by the University. The Board at any regular meeting may approve such amendment by majority vote of the total voting membership of the Board, provided that notice of the proposed amendment shall have been presented in writing at the regular meeting immediately preceding. Such notice was presented at the most recent regular meeting of the Board of Trustees on June 13, 2019 as agenda item 10.c.11. University Council amendment to the Northern Illinois University Constitution Article 6.5.

Chair Barsema requested a roll call vote.

Roll Call Vote:

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

The motion was approved.

### **Agenda Item 8.c.2. – Proposed Amendments to Board Regulations Related to Educational Benefits of Faculty and Staff**

President Lisa Freeman presented Agenda Item 8.c.2. This item is also necessitated by the complexity of the Board’s governing documents. At its June 2019 meeting, the Board approved amending the Board Regulations to allow differential tuition to be covered as part of the Employee Tuition Waiver Policy articulated in Board Regulation Section II., Subsection D.9. and Section III., Subsection C.7. Another part of the Board regulations that also needed to change to reflect the new policy was Section V., Financial Affairs, Subsection K. Tuition and Fees, Item 1. Registration and Fees.

Chair Dennis Barsema called for a motion to approve. Bob Pritchard so moved, and Montel Gayles Seconded.

Chair Barsema noted that, according to Article IV, Section 7 of the Regulations of the Board of Trustees, the Regulations may be amended at any regular meeting of the Board by a majority vote of the total current voting membership of the Board, provided that notice of the intention to amend the Regulations shall have been presented in writing at least three days preceding that meeting. Such notice shall provide so far as possible the exact wording of the amendment proposed. Notice for this item was posted September 9<sup>th</sup>.

Roll Call Vote:

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

The motion was approved.

### **Agenda Item 8.c.3. – Proposed Amendments to Board Regulations Related to Sick and Parental Leave**

President Lisa Freeman presented Agenda Item 8.c.3. In 2018, the Presidential Commission on the Status of Women surveyed NIU employees about their experiences and their perceptions related to family leave policies and practices at NIU. Last year, the Commission presented a series of recommendations based on those findings. Because of the Commission’s hard work, the University has proposed an amendment to the Regulations of the Board of Trustees, one that expands parental leave and adds flexibility to non-accumulative sick benefits to provide even more support to NIU employees who are caregivers. This is an excellent example of meaningful shared governance.

President Freeman asked the two members of the President’s Commission who were in attendance to stand and be recognized. She also noted that if the Board were to approve the University’s recommendation, NIU would have the most generous paid leave policy among Illinois public universities. The University recommends that the Board of Trustees approve changes to the Board of Trustees Regulations Section II., Faculty and Administrative Leave, Faculty Administrative Employees, Subsection D. Benefits, 6. Sick Leave and 8. Leave of Absence, and Section III. Civil Service Employees, Subsection C. Benefits, 2. Sick Leave and 6. Other Leaves of Absence. The proposed changes have minimal financial costs and are important to improve employee morale and make the university more competitive in its recruitment of employees. Under Item 6. Sick Leave, Section 8. Accumulative Leave, the first clause, “Subject to the exceptions provided in 6.d. below...,” should be removed and that sentence should begin, “Faculty and administrative employees are entitled to accumulative sick leave at...” The reason for that is that section 6.d. was struck from the document, so it is no longer appropriate to refer to it. With that correction, the University recommends that the proposed changes be approved by the Board of Trustees as an amendment to the Board Regulations regarding faculty, administrative employees and civil service employee’s benefits.

Chair Barsema asked for a motion to approve. Trustee Rita Athas so moved, and Trustee Veronica Herrero seconded.

Trustee Rita Athas congratulated the administration and the committee that helped put this together, and expressed that having NIU be at the forefront and have a leadership on this issue is astounding. She further complimented everyone who was involved in helping to take NIU out of the Dark Ages that people sometimes live in in this country when it comes to maternity leave.

Chair Barsema echoed Trustee Athas’ comments, adding that this issue was something he studies for another research project, and the United States in general is far behind other countries in the world relative to parental leave of absence, both maternal and paternal. It appears that higher education is even farther behind. He thanked the Commission and stated that he hopes NIU continues to make strides in areas like this relative to its workforce.

Trustee Butler added that this is a very good example of the Presidential Commission process working and thanked the members of the Commission for bringing some really outstanding proposals forward. He said that he was pleased to see this issue brought forth by the Commission and be resolved in a meaningful and significantly material benefit in a relatively short period of time. He thanked the Commission for its work and asked that items continue to come to the Board through the process.

Chair Barsema again noted that Article IV., Section 7., of the Board of Trustees Regulations allows for a vote on this amendment. Notice for this item was posted on September 9<sup>th</sup>.

Roll Call Vote:

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

The motion was approved.

President Freeman declared that the University and all of its employees thank the Board on behalf of everyone who has to balance being part of the Huskie family with taking care of children, parents, or other members of their families.

#### **Agenda Item 8.c.4. – Collective Bargaining for Route Drivers**

President Lisa Freeman began by noting that, relevant to both Agenda Item 8.c.4. and 8.c.5., NIU negotiates with 17 groups of employees that are recognized by labor unions. Bargaining unit member salary increases and other terms and conditions of employment are subject to negotiation, with final agreements submitted for approval by the Board of Trustees. Agenda items 8.c.4. and 8.c.5. are one-year extensions of existing agreements effective for the period from July 1, 2019 through June 30, 2020 for route drivers and health services respectively. These agreements have been tentatively approved, ratified by the bargaining units, and are being presented to the Board for approval. Before considering them individually, she stated that, in contrast to past practice through an oversight, the contracts were not posted as part of the Board Materials. They are available here today and they will be posted online.

President Freeman then presented Agenda Item 8.c.4. Collective Bargaining for Route Drivers; this agreement is a one-year successor agreement to an existing contract with the International Union of Operating Engineers Local 150. In addition to extending the existing terms, this collective bargaining agreement allows eligible members to receive the July 1, 2019 increment and it also contains new language regarding parking permits recognizing the employer's right to set the parking permit rate.

Chair Barsema asked for a motion to approve Agenda Item 8.c.4. Trustee Bob Pritchard so moved, and Trustee Montel Gayles seconded.

The motion was approved.

#### **Agenda Item 8.c.5. – Collective Bargaining for Health Services**

President Lisa Freeman presented Agenda Item 8.c.5. Collective Bargaining for Health Services. This agreement is a one-year successor agreement to an existing contract with the AFSCME Council 31 on behalf of Local 963. In addition to extending the existing terms, this bargaining agreement allows eligible members to receive the 7/1/19 increment and contains new language regarding parking permits recognizing the employer's right to set the parking permit rate.

Chair Barsema asked for a motion to approve. Trustee John Butler so moved, and Trustee Bob Pritchard seconded.

Chair Barsema asked how many employees are covered under this agreement because most of the healthcare employees have moved over to Northwestern. After some discussion it was decided that there were three employees covered, even though the Agenda Item says four. Board Liaison Matt Streb said that he would confirm that number later.

President Freeman stated that she believed that despite the question, the vote on approval could proceed, and Board Liaison Streb agreed.

The motion was approved.

#### **Agenda Item 8.c.6. – Surplus Real Estate Property Determination – President's House**

President Lisa Freeman explained that Agenda Items 8.c.6 through 8.c.8 relate to surplus real estate property determinations, and the Board is considering these items because of recently enacted changes to the Illinois Property Control Act that allow public universities to sell surplus real estate and use the proceeds to address deferred maintenance and emergency repairs of institutional property. If the Board of Trustees approves the real estate under consideration as surplus, the University will move forward with marketing and/or sales with the resulting net sales proceeds to be deposited in an account conforming to the Property Control Act.

President Freeman presented Agenda Item 8.c.6. Surplus Real Estate Property Determination – President's House. Although it has served several presidents and has had considerable historical



value, the President's House, located at 901 Woodland Drive in DeKalb, is now considered non-essential to the university's mission and operations requirements.

Chair Barsema requested a motion to approve. Trustee Rita Athas so moved, and Trustee Wasowicz seconded.

Trustee Bob Pritchard asked whether the university might need a presidential house in the future. Although it doesn't apply to President Freeman's situation, someday the Board might come back to this topic.

Several Trustees affirmed that this decision is only for the current home, and that in the future the Board may need to consider purchasing a different, more suitable home for a future president.

Chair Barsema asked how the home has been cared for during its vacancy.

President Freeman answered that the grounds and the home have been kept up so that it did not lose property value or offend the neighbors to that property, but money has been saved by not having the home occupied because that decreased the need for routine cleaning and certain types of maintenance.

Trustee John Butler congratulated and thanked the people involved in moving the changes to the Illinois Property Control Act through the state relations process.

Trustee Barsema added his thanks to State Legislative Liaison Jenna Mitchell's and Board Liaison Streb's team for their work in getting the change through the state legislature.

The motion was approved.

#### **Agenda Item 8.c.7. – Surplus Real Estate Property Determination – Sycamore Land**

President Lisa Freeman presented Agenda item 8.c.7. Surplus Real Estate Property Determination for Sycamore Land. This refers to approximately 11 acres of land located near the City of Sycamore's wastewater treatment plant. It is now considered surplus and non-essential to the university's mission and operations requirements. The property has been under a long-term lease with the City of Sycamore after moving the College of Engineering to the DeKalb main campus. Once approved as surplus, the University will engage with the City of Sycamore to develop a timeline for the sale transaction. There are provisions for this sale established in the existing lease.

Chair Barsema asked for a motion to approve. Trustee Bob Pritchard so moved, and Trustee Eric Wasowicz seconded.

Trustee Montel Gayles asked whether this is unimproved land.

Associate Vice President of Facilities Management and Campus Services John Heckmann explained that originally the land was just land, but 20 years ago when NIU leased it to the City of Sycamore, it was under the understanding that the city would put some developments and improvements on the land. So those improvements belong to Sycamore, the land belongs to NIU.

Chair Barsema asked Associate Vice President Heckmann what the lease rate has been. Associate Vice President Heckmann stated that provisions were laid out in the lease that was crafted 20 years ago, and the most recent lease followed the same sequence. There was a provision for inflationary increases, with the understanding that the land value was approximately the same as farmland rent.

The motion was approved.

#### **Agenda Item 8.c.8 – Surplus Real Estate Property Determination – Art Annex**

President Lisa Freeman brought forward Agenda Item 8.c.8. Surplus Real Estate Property Determination for the Art Annex. This is a warehouse located at 2211 Sycamore Road in DeKalb. It is considered surplus and nonessential to the university's missions and operations requirements. In fact, due to the structure's poor condition, efforts have been under way for some time to relocate

supported functions to available space on the main campus. The University recommends Board approval on determination of surplus real estate and authorization to proceed with efforts to sell the property. President Freeman made a correction to the recommendation as written in the Board Book, noting that it should say that the University requests Board approval on this determination of surplus real estate property and authorization to proceed with efforts to sell the property period, rather than mentioning the City of Sycamore; this is not a building that is currently under lease to the City of Sycamore, that is just a typographical error.

Chair Barsema asked for a motion to approve. Trustee Rita Athas so moved, and Trustee Montel Gayles seconded.

Trustee Gayles said that he likes the idea of being able to get rid of surplus property and having that money returned back to the university. He would like the Board to put together some sort of system or process that defines how property becomes surplus or unusable, so that if someone five years from now comes back and asks why the land was sold, at least some sort of template is available that shows why that land was no longer useful to the university.

President Freeman stated that she looks forward to discussions about a process that is more transparent.

Trustee John Butler asked what the building currently holds.

President Freeman replied that very little is in the building right now because of the poor condition of the building, including water damage that required that NIU move valuable theatrical supplies that were salvageable to other place on campus. Grant Towers was used for that. Faculty and student studio space that was there has been relocated to campus to provide better access and a habitable area. So, it is truly a surplus building. President Freeman invited Dean of the College of Visual and Performing Arts Paul Kassel to the microphone if he had anything to add.

Trustee Butler interjected his specific concern that NIU was storing historic sets from the Lyric Opera in the Art Annex. Hearing that this is true, Trustee Butler wanted to know that NIU is taking good care of those historical items that were entrusted to the university.

Dean Kassel responded that due to the water damage, the poor condition, the poor environment, and the discovery that most of the elements from the Chicago Lyric Opera were made with lead paint, NIU employees are not allowed to touch the sets. The mitigation for that would be exorbitant and the legal documents from the Chicago Lyric Opera give NIU the sole right for the disposition of those elements. A plan is underway for how to move those elements that are still desirable into safe and proper environments.

Trustee Butler indicated that NIU should at least provide the Lyric Opera some indication of plans to destroy any of those items. Dean Kassel responded that he would do that.

The motion was approved.

Board Liaison Matt Streb said that he wanted to follow-up on the mystery four or three people in the health services union. The fourth person recently retired. For the record, there are three union members remaining.

Chair Barsema initiated a brief break.

*(Break from 10:44 to 10:54)*

### **Agenda Item 8.c.9. – College of Visual and Performing Arts Overview**

President Lisa Freeman introduced Item 8.c.9., a presentation by Paul Kassel the Dean of the College of Visual and Performing Arts.

Dean Kassel began by pointing out a drawing by student Una Holton, who had an internship at Disney this past year. He then opened his presentation with a video.

The College of Visual and Perform Arts offers professional degrees: BFA, MM, MFA; liberal arts degrees: BA, BS, MA, and a PhD in Art Education. Enrollments have been steady for the last five years, with a slight increase this year, and the retention rate has equaled or exceeded the university average over the last eight years.

The college's vision statement has four points: "Engaged – 'Bringing arts to audiences and audience to the art;' Inclusive - 'Arts for all and all for the arts;' Boundless - 'Arts across disciplines, arts without borders;' and Strong – 'Art is a noun; people, places, things.'" These align with university mission and vision, values and practice, in particular curiosity and creativity, and service and stewardship. Both are underpinned by a commitment to equity and inclusion.

NIU has a community of artists who are present at the highest level nationally and internationally. NIU scholars are running at the cutting edge and appearing in publications of the highest reputation. Teachers are routinely given the highest commendations by learners and peers. Staff provide the highest level of service. Most importantly, students are eagerly sought by industry and by graduate schools in public institutions because they know, make, perform, speak, and write with authority, clarity and purpose.

NIU is a center for the arts in the region. The University offers the very best in culture and entertainment conveniently located near Chicago, but more easily accessible and affordable. Everyone can find something to suit their taste, expand their mind, and enrich their soul. College of Visual and Performing Arts events are university assets available to anyone. 300 events each year provide cultural enrichment to the community. These events are appropriate for guests, dignitaries, and donors.

Student artists are enlisted by members of the community for various projects. The new brewery on Main Street has asked the Art Department to find students to paint a mural. The school would like to increase the number of community art projects, but is waiting for the City of DeKalb to develop a public art policy. Dean Kassel has been working with Mayor Smith and Jason Blumenthal to accomplish that.

The college is a knowledge creation business and every performance and exhibit it just that, the creation of new knowledge in the form of art. It is unique in that it produces a product for a paying customer on time and within budget, and sometimes with no budget at all. This is real world experience. There is a lot of talk about high impact practices in the classroom, intense student-teacher interactions, and experiential learning. All these things are already being accomplished in the college.

Dean Kassel highlighted some points of pride for the college:

- Mary Quinlan is an art historian who received a grant from the National Foundation of Science, linking her specialty in Renaissance art and vision with current thinking and how ideas about vision have evolved.
- Geof Bradfield is a jazz saxophone player who created a CD, "Yes, and," inspired by theater improvisation and supported by an external grant as well as a RIPS grant in research and artistry.
- Kay Martinovich is a Theater faculty member. She directed a play at Remy Bumpo Theater, one of the premier Chicago institutes with very cutting-edge entertainment. The play also included lighting designer Jeremy Floyd and costume designer Brandon Wardell.

Dean Kassel invited everyone to subscribe to the college's blog, NIUarts.com, for reminders of all the events happening.

He recognized some of NIU's famous alums: Joan Allen, Broadway and movie actress; Marquis Hill, jazz trumpeter; and Bruce Niemi, sculptor. Dean Kassel added that a group from NIU visited Joan Allen on Broadway last December, and she spent some time with them. He then went on to

recognize Professor Liam Teague, a presidential professor in research, scholarship, and artistry; Una Holton, the student who was mentioned at the beginning of the presentation; and Carmine Bertolli, who was voted Best Graduate Student by the Illinois Museum of Art.

Dean Kassel announced that the Burmese collection was awarded a \$250,000 grant from the Institute of Museum and Library Services from the federal government to preserve and maintain the collection. He congratulated Dr. Catherine Raymond, the director of the center, for that.

The Art Museum celebrated the 50<sup>th</sup> anniversary of the Jack Arends building last year with a show featuring 69 alumni artists. The museum also offered an innovative show on data visualization. It included pieces by Joe Insley, who is a shared hire with Argonne National Laboratories. He is also an alum of the Graphic Arts Program, and earned his Computer Science degree from UIC. Professor Insley now teaches data visualization to students in both Computer Science and in NIU's Graphic Design or Visual Arts program.

Plans are in process to develop a center for data studies that would include most of the colleges at NIU. It would tell the story of data, which is where programs in Theater, Music, Dance and Visual Arts could be very, very effective. This grows out of Dean Kassel's experience with the Alda Center for Communicating Science at Stony Brook.

The Community School of the Arts offers six summer camp programs serving 500 students. The classes are cost effective and taught by very capable people.

Dean Kassel explained that until three years ago, the college never had a development officer. With the addition of Kristin Miller, the college has made great strides in fundraising, including a terrific showing on the first Day of Giving. Ms. Miller's hiring is a model of shared services that has now been duplicated a couple of times. Andy Dolan, Director of Marketing, holds a position in the college, but also with EMMC. This brought excellent talent to the university because of its innovative thinking and partnership.

Dean Kassel also reported some other initiatives. The college is considering creating greater connections between Engineering and Design, and perhaps creating a program in Entertainment Technology. There are only two other such programs in the nation; one at Purdue and one at UNLV.

The College of Visual and Performing Arts and the College of Education are considering reviving the Dance Education program in partnership with Chicago Public Schools. CPS is in need of 170 teachers in the arts and wants to partner with NIU to develop a pipeline over the next five to ten years.

Another partnership is with Ingenuity, which pairs artists with schools in CPS and Afterschool Matters. This is a great path for students who want to come to NIU and study the arts in particular, and also a way for current students to be employed. This is all connected to the Creative Path for College Success, an initiative developed to help students who have a love for the arts find a pathway to connect their passion to learning.

Finally, the college has been working with the Arts Alliance of Illinois to develop an arts indicator for all K-12 schools in Illinois, through the Every Student Succeeds Act. Illinois would be the first state in the nation to adopt such an indicator. What this means is that every school guarantees that every student is exposed and participates in the arts. The ISBE is considering it carefully, and NIU is cautiously optimistic that it will be adopted.

Dean Kassel concluded by saying that art is a way of knowing, a way of feeling, and a way toward social justice. Art gives names to a complex set of feelings that cannot be articulated in any other way. It only occurs in that instantaneous encounter with the art. It is immediate and one-time only. The college's job is to try to optimize the opportunity so that can occur again and again for individuals, for the community, for donors, and most importantly for students. All of this is best

exemplified by a work that was created at NIU that went all the way to the top. A dance program called ENUF choreographed by Paula Frasz. The dance was inspired by the events at Ferguson, Missouri and addresses the history of oppression and violence against minorities. This dance was recognized as an outstanding performance in the region and invited to the Kennedy Center in Washington, D.C. last June by the American College Dance Association. There's no trophy associated with this honor, only the recognition it confers and the knowledge that audiences were moved, but one of the best things about art is that if it is a game played well, everybody wins.

Chair Barsema began the comments by saying that the college, from the faculty to the students to the products and performances, is right up at the very top in terms of points of pride for NIU. He thanked Dean Kassel for the extraordinary work of the college.

Dean Kassel noted that the art museum has opened a beautiful exhibit called Aspects of War, for which the college partnered with Veterans Services in Chicago. He further invited those present to attend the opening reception that night.

Trustee Madalynn Mershon asked whether the Ferguson tribute dance is on video that can be accessed, or might be performed again. UAC Representative Alex Gelman responded that the performance is not on video.

Chair Barsema recommended taking a tour of the buildings that the college uses, including new Stevens Hall. Tours can be arranged through Dean Kassel, Dr. Gelman or Dr. Kendall Thu.

Trustee Bob Pritchard stated that there had been a wonderful performance on aspects of war that Dean Kassel might want to comment on. Dean Kassel responded that a couple of faculty members got involved with a historian at Florida State and a small college called Chipola. Florida State houses an archive of letters from World War II veterans and their partners. These were dramatized to create a theater piece. Patricia Skarbinski directed the performance, and Jeremy Floyd was the costume designer. It was a beautiful evening. Every university that has anything to do with veterans will want to see this show. It's a beautiful tribute to the men and women who sacrificed their lives both actually and in their service for this country.

Trustee Pritchard added that it was an excellent performance by NIU alumni and the kind of the jewel that no one knows about in this area. There needs to be more promotion. Certainly DeKalb is trying to be a veteran-friendly community, but the city did not really promote this. NIU needs some partnerships so that others can take advantage of the great jewel that NIU has.

Dean Kassel noted that the college has an agreement with the Egyptian Theater, in which they advertise in NIU performance programs and NIU performances are advertised in theirs. That agreement has not been fully formalized yet, but is close.

Mayor Smith and Dean Kassel have been talking about a triangular relationship among the city, the Egyptian, and the college around the entertainment that can be provided. That team hopes to revive a performing arts series that has not happened for 20 years. The Egyptian Theater is eager to partner. They have a very unique venue. The college is looking forward to partnering with them and the mayor is very interested in seeing that happen.

Also, the college participates in the 10K run. The steel band, the jazz and the marching bands all participate. The run goes through the university. In 2018, the college started a partnership with Cohen Barnes and Sundog, and this year there was a call for artists to create mile markers. There is going to be sponsorship for that.

Trustee Montel Gayles asked whether there were plans to sell tickets online. Dean Kassel replied that all tickets are available online.

Trustee Gayles clarified that he meant that he wants to be at home and be able to see one of the performances. Dean Kassel answered that live streaming is available for music events that are not rights restricted, and has been for many years.

Chair Barsema asked whether any of performances happen in downtown Chicago to be closer to the alumni that live in Chicago. Dean Kassel responded that yes, NIU has the use of the 105 Madison space as a gallery. The Visual Communication program always does a show on Grant, downtown in Chicago. NIU rents out a theater downtown, but in Dean Kassel's time at NIU, no production has been there. The musicians are going downtown all the time. In fact, Professor Liam Teague and a number of his fellows, along with harpist Faye Seaman performed at the Chicago Sinfonietta's 40<sup>th</sup> anniversary a year ago.

Finally, Dean Kassel explained that the college had done a unique thing when the Avalon String Quartet lost its home at the Art Institute a couple of years ago when they changed the direction of their music programming. Working in partnership with Avalon and Roosevelt University, Gance Hall above the Auditorium Theater on Michigan Avenue was identified as an appropriate place for the quartet. The Avalon is playing at Gance Hall on a regular basis for almost nothing, just the cost of maintenance. So NIU and Roosevelt do not see each other as competitors, but as collaborators. This is a great example of that kind of innovative thinking.

## **CHAIR'S REPORT NO. 92**

### **Agenda Item 9.a. – Closed Session Minutes Review and Release**

Chair Dennis Barsema stated that The Open Meetings Act of Illinois requires public bodies to review the minutes of their closed session meetings on a semi-annual basis and to determine what parts of the minutes they should make available to the public because they no longer require confidential treatment. The recommendation upon review and advice of the Board's General Counsel is that the Board approve no additional release from confidentiality of any of the previously unreleased sections of the closed session minutes at this time. Those sections which are still subject to confidentiality, together with sections from subsequent meetings, will be considered again in six months.

Chair Barsema asked for a motion to approve. Trustee Montel Gayles so moved, and Trustee Rita Athas seconded.

The motion was approved.

### **Agenda Item 9.b. – Board of Trustees 2020 Meeting Dates Approval**

Chair Barsema introduced Agenda Item 9.b. Following the general pattern of meeting dates for previous years and input from board members, the following choices are offered for consideration by the Board: March 5<sup>th</sup>, June 18<sup>th</sup>, September 17<sup>th</sup>, and December 10<sup>th</sup> for full board meetings. The Northern Illinois University Law and Article III of the Bylaws of the Board of Trustees of Northern Illinois University state that the Board shall convene at least once each quarter. These dates would meet those requirements. All Board meetings will convene beginning at 9:00 a.m. unless indicated differently in future meeting notifications. The committee meeting dates for Executive Committee as needed, Academic Affairs, Student Affairs and Personnel Committee; Finance, Audit, Compliance, Facilities and Operations Committee; and the Research and Innovation, Legal and Legislative Affairs Committee; are proposed for February 13<sup>th</sup>, May 14<sup>th</sup>, August 20<sup>th</sup>, and November 12<sup>th</sup>. All Board of Trustee Committees will convene in the Board of Trustees Room beginning at 9:00 a.m. unless indicated differently in future meeting notifications.

Chair Barsema asked for a motion to approve. Trustee Rita Athas so moved, and Trustee Bob Pritchard seconded.

The motion was approved.

## OTHER MATTERS

No other matters were discussed.

## NEXT MEETING DATE

The next regularly scheduled meeting of the Board of Trustees will be held December 5, 2019.

## CLOSED SESSION

Chair Dennis Barsema asked for a motion to close the public meeting to conduct an executive session to discuss the following subjects authorized by the Illinois Open Meetings Act, as amended: Personnel Matters as generally described under Sections 2(c)(1)(2)(3) and (21); Collective Bargaining Matters as generally described under Section 2(c)(2) of the Open Meetings Act; Litigation and Risk Management Matters as generally described under Sections 2(c)(11) and (12); and Closed Session Minutes Matters as generally described under Section 2(c)(21) of the Open Meetings Act.

Chair Barsema asked for a motion to approve. Trustee John Butler so moved, and Trustee Bob Pritchard seconded. A roll call vote of the Trustees to recess to Closed Session was as follows:

Roll Call Vote:

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

The motion was approved, and the Board recessed for Closed Session at 11:37 a.m.

## Reconvene Meeting:

The meeting reconvened at 4:15 p.m. Chair Barsema asked for a roll call. Trustees present were John Butler, Montel Gayles, Madalynn Mershon, Bob Pritchard, and Chair Dennis Barsema.

Roll Call:

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

## ADJOURNMENT

Chair Dennis Barsema asked for a motion to adjourn. Trustee Montel Gayles so moved and Trustee Bob Pritchard seconded.

The motion was approved. The meeting adjourned at 4:23 p.m.

Respectfully submitted,

Karen Campbell  
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.*

COLLECTIVE BARGAINING AGREEMENT – NIU TENURE AND TENURE  
TRACK UNIT, UNITED FACULTY ALLIANCE, UNIVERSITY  
PROFESIONALS OF ILLINOIS, LOCAL 4100, IFT, AFT, AFL-CIO

**Summary:** Northern Illinois University negotiates with seventeen groups of employees that are represented by a labor union. Salary increases and other terms/conditions of employment for bargaining unit members are subject to negotiation and final agreements are submitted for approval to the Board of Trustees. The following collective bargaining agreement has been tentatively approved, ratified by the bargaining unit, and is submitted to the Board of Trustees for approval.

- 1) **Bargaining unit:** United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, AFL-CIO, representing approximately five-hundred-eighty (580) tenure and tenure track faculty.

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

**Tentative Agreement for Board Action:** A four-year agreement, effective the date of approval by the NIU Board of Trustees. Expires June 30, 2022. (Contract attached.)

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



# **COLLECTIVE BARGAINING AGREEMENT**

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

**and**

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

**July 1, 2018 – June 30, 2022**

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## **Article 1**

### **PURPOSE**

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

## **Article 2**

### **RECOGNITION**

**2.1** Northern Illinois University, pursuant to authority vested in it by the Board of Trustees, shall be considered the Employer. The University, as Employer, shall recognize the United Faculty Alliance of NIU (UFA), United Professionals of Illinois (UPI) IFT-AFT, AAUP, as exclusive bargaining agent for all persons in the bargaining unit. The Employer and the UFA shall be jointly referred to as the “Parties” for purposes of this contract.

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

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

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

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

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

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

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

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

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

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

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

**Article 5**  
**COMMUNICATIONS BETWEEN THE EMPLOYER AND BARGAINING  
UNIT MEMBERS**

- 5.1** Nothing contained in this Agreement shall be construed to prevent the Employer, or their members, officials, agents or representatives from meeting with any individual, organization or constituency group to discuss any matter. The specific and express terms of this Agreement, however, shall not be changed as a result of any such meeting except by mutual agreement of the Employer and the UFA.

## **Article 6**

### **MANAGEMENT RIGHTS**

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



## **Article 7**

### **UNION RIGHTS**

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

## **Article 8**

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

- 8.1** The Employer shall grant release time or provide additional compensation for Union business, leaves without salary, and additional purchased release time based on the provisions in this article. Additional compensation shall be paid at the rate of \$1750.00 per CHE. No later than July 31 of each calendar year, the Union shall specify which members of the bargaining unit shall receive a course reduction or other equivalent workload reduction for the academic year.
- 8.2** The Union chapter president shall receive a reduction of two courses or other equivalent workload reduction per semester per academic year. Upon mutual agreement between the chapter president and the Employer, additional compensation equivalent to the two course reduction may be provided as an alternative to the two course or equivalent workload reduction to ensure that adequate teaching or library resources are available. The two course reduction or other equivalent workload reduction shall amount to a minimum of six (6) credit hours. If the chapter president works in the Library (and has a twelve-month appointment), the librarianship workload shall be reduced by 66%. The release time for a chapter president on a twelve-month appointment shall be 11.1 hours per week per year.
- 8.3** The Union may designate another individual in the bargaining unit to receive release time or additional compensation for Union business. That individual shall receive a reduction of one course per semester per academic year or other equivalent workload reduction. The course reduction or other equivalent workload reduction shall be a minimum of three (3) credit hours per semester. Upon mutual agreement between the designated bargaining unit member and the Employer, additional compensation equivalent to the one course reduction per academic year may be provided as an alternative to the one course or equivalent workload reduction to ensure that adequate teaching or library resources are available. If this individual works in the Library (and has a twelve-month appointment), the librarianship workload shall be reduced by 33%. The release time for the bargaining unit member on a twelve-month appointment shall be 5.55 hours per week per year.
- 8.4** The president and the other individual designated by the Union to receive Release Time will be the points of contact for the Employer in scheduling Labor Management meetings.
- 8.5** The Union may purchase additional Release Time based on the overload rate identified in Article 26 of this agreement.
- 8.6** The Union and any individual assigned in accordance with this Article shall indemnify and hold harmless the Board of Trustees and Northern Illinois University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any forms of liability (monetary or otherwise) that shall arise out of, or by reason of, action taken by the Employer for the purposes of complying with the above provisions of this Article and Section, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provision.

## **Article 9 DUES DEDUCTION**

### **9.1 Dues Deduction**

In accordance with the Northern Illinois University Law (110 ILCS 685/30-45(2)) and, as applicable, the State Salary and Annuity Withholding Act (5 ILCS 365/1, *et seq.*), the Employer will, upon receiving the written authorization of any bargaining unit member, deduct from the compensation of that employee, any dues, payments, or contributions payable by such employee to the Union. Under such arrangement, an amount shall be deducted from each regular payroll period which is equal to the pro rata share of the annual dues, plus any payments or contributions, and the Employer will transmit such deductions to the Union within 10 working days from the time of the deduction. Dues amounts shall be established by the Union and certified in writing (email constitutes written communication for this purpose) by the Union's treasurer to the Employer.

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

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

### **9.3 Indemnification**

The Union shall indemnify, defend, and hold the State of Illinois, Board of Trustees, the University, and its trustees, members, officials, agents or its employees or representatives harmless against any claim, demand, action, complaint, suit or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of membership dues in compliance with this article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues once such monies have been remitted to the officer designated by the Union to receive such remittance.

## **Article 10 GOVERNANCE**

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

## **Article 11**

### **PERSONNEL FILES**

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

## **Article 12**

### **ANNUAL EVALUATION**

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

## **Article 12**

### **ANNUAL EVALUATION (Cont'd)**

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

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

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

**Article 14**  
**INTELLECTUAL PROPERTY**

- 14.1** The Board of Trustees, in order to facilitate the useful application of knowledge, research, and other creative activity, encourages and supports the efforts of employees and students to develop products, inventions, and other forms of intellectual property. It is also recognized that the Board, through the University, has certain rights and interests under State and Federal law with regard to intellectual property developed by employees and students. Such intellectual property includes inventions, products, computer software, literary and artistic works. The rights and responsibilities of bargaining unit members regarding intellectual property shall be governed by appropriate regulations and policies of the Board of Trustees, including Intellectual Property Policy, Section 1, Item 6, as these policies exist upon execution of this Agreement. Any and all amendments to regulations and policies of the Board of Trustees and/or the Intellectual Property Policy shall not change the terms and conditions of this Agreement.

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

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



## **Article 16**

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

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

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

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

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

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

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

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

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

## **Article 17**

### **FACULTY LAYOFFS**

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

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

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

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

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

## **Article 18**

### **ACADEMIC FREEDOM AND RESPONSIBILITY**

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

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

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

## **Article 20 WORKLOAD**

### **20.1 Definitions and Principles**

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

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

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

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

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

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



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

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

### **20.4 Workload Policies**

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

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

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

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

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

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

### **20.6 Assignment of Workloads**

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

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

### **20.7 Specific Situations**

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

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

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

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

### **d. Overload Assignments**

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

### **20.9 Library Workload**

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

## **Article 21**

### **TENURE AND PROMOTION**

#### **Preamble**

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

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

## **Article 22**

### **GRIEVANCE PROCEDURE**

#### **22.1 Purpose**

The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for bargaining unit members except as otherwise provided by law. Nothing in this Article discourages or prohibits the informal discussion of a dispute before the filing of a formal grievance.

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

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

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

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

#### **22.4 Representation**

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

## **Article 22**

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

#### **22.5 Basic Principles**

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

## **Article 22**

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

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

#### **22.6 Grievance Steps and Time Limits**

##### **Step 1.**

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



## **Article 22**

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

#### **Step 2.**

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

#### **Step 3.**

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

#### **Step 4. Mediation**

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

## **Article 22**

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

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

#### **22.7 Timelines and Adjustments**

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

#### **22.8 Arbitration Procedure**

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

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

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

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

## **Article 23**

### **PROGRESSIVE DISCIPLINE**

#### **23.1 Preamble**

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

#### **23.2 Notification**

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

#### **23.3 Union Representation**

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

## **Article 23**

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

#### **23.4 Grounds for Discipline**

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

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

## **Article 23**

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

#### **23.5 Informal Steps**

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

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

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

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

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

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

**23.6.2 Serious Discipline**

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

## **Article 23**

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

#### **23.7 Suspension with Pay**

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

#### **23.8 Dismissal for Cause Process**

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



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

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

## **Article 24**

### **SALARY**

#### **24.1 2018-2019 Academic Year (FY 2019)**

Effective upon the execution of this agreement, increases shall be made so that the base annual salary of bargaining unit members shall not be less than \$60,000 for Assistant Professors, \$65,000 for Associate Professors, and \$75,000 for Full Professors.

#### **24.2 2019-2020 Academic Year (FY 2020)**

- a. A 3.0% increase shall be applied to the base annual salary of all bargaining unit members.
- b. After the increases made in (24.2.a.), increases shall be made so that the base annual salary of bargaining unit members shall not be less than \$62,500 for Assistant Professors, \$67,500 for Associate Professors, and \$77,500 for Full Professors.
- c. After the increases in (24.2.b.), 1% of total FY20 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  1. After the increases in (24.2.b.), each department shall receive a proportion of the amount in (24.2.c.) equal to the department's proportion of total bargaining unit base salary.
  2. The amount allocated to each department resulting from (24.2.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.
- d. The Employer shall distribute \$500,000 to redress inequity and compression/inversion among bargaining unit members. The distribution of this allocation shall be determined by a salary equity and compression/inversion study. The methodology of the study shall be based on the 2015-2016 Faculty Salary Study with updated salary data. The results of the study shall be made available to the Union. The Union shall be provided an opportunity to comment and provide recommendations on the methodology and the results of the study.

## **Article 24**

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

#### **24.3 2020-2021 Academic Year (FY 2021)**

- a. A 3.0% increase shall be applied to the base annual salary of all bargaining unit members.
- b. After the increases made in (24.3.a.) above, increases shall be made so that the base annual salary of bargaining unit members shall not be less than \$65,000 for Assistant Professors, \$70,000 for Associate Professors, and \$80,000 for Full Professors.
- c. After the increases in (24.3.b.), 1% of total FY21 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  1. After the increases in (24.3.b.), each department shall receive a proportion of the amount in (24.3.c) equal to the department's proportion of total bargaining unit base salary.
  2. The amount allocated to each department resulting from (24.3.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.
- d. The Employer shall distribute \$500,000 to redress inequity and compression/inversion among bargaining unit members. The distribution of this allocation shall be determined by a salary equity and compression/inversion study. The methodology of the study shall be based on the 2015-2016 Faculty Salary Study with updated salary data. The results of the study shall be made available to the Union. The Union shall be provided an opportunity to comment and provide recommendations on the methodology and the results of the study.

#### **24.4 2021-2022 Academic Year (FY 2022)**

- a. A 3.0% increase shall be applied to the base annual salary of all bargaining unit members.
- b. After the increases made in (24.4.a.), increases shall be made so that the base annual salary of bargaining unit members shall not be less than \$67,500 for Assistant Professors, \$72,500 for Associate Professors, and \$82,500 for Full Professors.

## **Article 24**

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

- c. After the increases in (24.4.b.), 1% of total FY22 base annual salary of bargaining unit members shall be allocated for merit-based increases to the base annual salary of bargaining unit members.
  - 1. After the increases in (24.4.b.), each department shall receive a proportion of the amount in (24.4.c.1.) equal to the department's proportion of total bargaining unit base salary.
  - 2. The amount allocated to each department resulting from (24.4.c.1.) shall then be allocated to bargaining unit members within each department, according to procedures specified in the department's personnel procedures. Should a department not have merit increase allocation procedures, the College guidelines will be followed. Should a College not have merit increase allocation procedures, University processes will be followed.
- d. The Employer shall distribute \$500,000 to redress inequity and compression/inversion among bargaining unit members. The distribution of this allocation shall be determined by a salary equity and compression/inversion study. The methodology of the study shall be based on the 2015-2016 Faculty Salary Study with updated salary data. The results of the study shall be made available to the Union. The Union shall be provided an opportunity to comment and provide recommendations on the methodology and the results of the study.

#### **24.5 Promotional Salary Increases**

- a. Effective FY 19, upon promotion from Assistant Professor to Associate Professor, the bargaining unit member's base annual salary shall be increased by \$8,000. For those promoted in FY19, their promotion increase will be raised to this level and the total promotion increase to the bargaining unit member will not exceed \$8,000. Any increase under this section does not apply to bargaining unit members who were promoted and received an increase for a promotion prior to FY19.
- b. Effective FY19, upon promotion from Associate Professor to Full Professor, the bargaining unit member's base annual salary shall be increased by \$10,000. For those promoted in FY19, their promotion increase will be raised to this level and the total promotion increase to the bargaining unit member will not exceed \$10,000. Any increase under this section does not apply to bargaining unit members who were promoted and received an increase for a promotion prior to FY19.

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

**24.6 Supplemental Salary Increases**

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

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

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

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

- 26.1** Unless mutually agreed upon by the chair of a department or equivalent unit and a bargaining unit member, or as specified by a department or equivalent unit workload policy, the Employer shall not require bargaining unit members to teach above the limits specified in Article 20, Workload.
- 26.2** The chair of each department or equivalent shall notify via university email all bargaining unit members in that department or equivalent unit of the possibility of overload teaching assignments.
- 26.3** In determining the offer of overload teaching assignments, the employer shall consider:
- a. relevant skill and expertise
  - b. distribution of assignments among bargaining unit members that recognizes the availability of, and the previous performance of the bargaining unit member.
- 26.4** The Employer shall notify bargaining unit members who are scheduled to teach an overload course of the cancellation of an assigned overload course section(s) no later than noon on Friday of the week prior to the start of the scheduled overload course(s).
- 26.5** Whenever possible, the Employer shall not pay bargaining unit members amounts less than college, department, and unit practices as these practices exist upon execution of this Agreement. The Employer shall not pay bargaining unit members less than \$1750 per credit hour for each overload course or the equivalent pro-rated amount for the period of overload assignment. Nothing in this Article of the Agreement shall be construed as preventing the employer from paying bargaining unit members more than \$1750 per credit hour for each overload course.

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

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



## **Article 28**

### **BENEFITS**

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

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

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

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

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

**28.5** The Employer shall continue to provide funding support for faculty professional travel with advanced approval of the chair/director/supervisor in accordance with college, department, and unit procedures for each academic year contingent on the availability of funding.

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

## **Article 28**

### **BENEFITS**

- 28.7** The Employer will provide an annual competitive pool of \$250,000 to support bargaining unit members' expenses related to research, scholarship, and artistry, and/or conference travel, and/or professional development and to support curricular innovation initiatives.
- a. The process for awarding the funds is to be determined, but it shall be similar to existing shared governance procedures for approval of sabbatical applications. The Union shall be provided the opportunity to comment and provide recommendations on the process.
  - b. Funds not expended by the end of FY 2020 will roll over into FY 2021. Funds not expended in FY 2021 and FY 2022 will not roll over into subsequent years.
  - c. The Employer shall report to the Union on how the funds were expended and whether any funds remain. The Employer shall provide this report to the Union by September 1 following the end of the fiscal year in which the funds were expended.

## **Article 29**

### **LEAVES AND MODIFIED DUTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**29.7 Leaves Non-Discrimination**

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

**29.8 Continuation of Benefits**

A bargaining unit member on approved leave while on pay status shall continue to be eligible for the benefits of the State group insurance program and may continue to participate in the State Universities Retirement System, subject to the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System. All University-paid contributions shall continue provided the bargaining unit member remains in a paid status.

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

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

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

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

**29.10 Other Extensions of Tenure Probationary Period**

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

## **Article 30 FACILITIES**

### **30.1 Facilities**

- a. Bargaining unit members shall have reasonable access to classrooms and other facilities to which they are assigned. As determined by the Chair, bargaining unit members shall also have access to other equipment as may be required by specific course assignments or other assigned responsibilities.
- b. In accordance with applicable University policies and procedures, University facilities, equipment, or personnel shall be used only for University business.
- c. The Employer shall provide each bargaining unit member with the office, laboratory, and classroom space needed for effective and safe teaching, research, advising, and other activities necessary to his or her academic discipline and performance of duties. The space shall include, but is not limited to:
  - 1. A secure office with a desk and two chairs;
  - 2. A computer that meets the operational needs of the bargaining unit member as approved by the Chair;
  - 3. Software necessary for the performance of the bargaining unit member's duties as approved by the Chair and the IT department;
  - 4. Internet access;
  - 5. Technical support for approved hardware, software, and internet access;
  - 6. Appropriate space necessary for the performance of the bargaining unit member's duties as approved by the Chair, including laboratory, performance, rehearsal and studio space as required;
  - 7. Storage space needed for the performance of the bargaining unit member's duties as approved by the Chair;
  - 8. Mailbox;
  - 9. Office supplies as approved by the Chair;
  - 10. Access to photocopying necessary for the performance of the bargaining unit member's duties as approved by the Chair; and
  - 11. Printing facilities necessary for the bargaining unit member's duties as approved by the Chair.
- d. The Employer shall provide bargaining unit members access to such space as approved by the Chair during periods when the building containing the office or research space is closed.
- e. The Employer will not relocate a bargaining unit member's office or research space without reasonable justification and notification.

## **Article 31**

### **HEALTH AND SAFETY**

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

## **Article 32**

### **NON-DISCRIMINATION**

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



## **Article 33 MISCELLANEOUS**

### **33.1 Training**

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

### **33.2 Legal Political Activity**

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

### **33.3 Special Professorships**

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

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

### **34.1 No Strike**

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

### **34.2 No Lockout**

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

## **Article 35**

### **SAVINGS**

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

## **Article 36**

### **Entire Agreement**

- 36.1** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 36.2** This Agreement represents the entire agreement between the Union and the Employer and supersedes all previous agreements prior to the date of ratification, oral or written, or based on an alleged past University practice, either established by the University or between the University and an individual bargaining unit member.
- 36.3** Any agreement(s) which supplements this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

## **Article 37**

### **DURATION**

**37.1** This Agreement shall become effective as of July 1, 2018, and, unless otherwise specifically provided herein, shall remain in full force and effect through June 30, 2022. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing of its desire to modify the terms by June 30, 2021.

Negotiations for a Successor Agreement shall begin on a mutually agreed upon date and at a mutually agreed upon time and place after the written notification required by this paragraph has been served upon the other party.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement. Such termination date shall not be prior to June 30, 2022 or the expiration date established by way of automatic renewal. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

## ACCEPTANCE BY THE PARTIES

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

**NORTHERN ILLINOIS UNIVERSITY**

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

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**Northern Illinois University  
Board of Trustees**

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

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**Wendell Johnson  
UFA/UPI Chapter President**

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**Fred Markowitz  
UFA/UPI Lead Negotiator**

## **Appendix A DEFINITIONS**

1. *Academic Year*: The period of time that includes the ‘Fall’ and ‘Spring’ academic terms as aligned with a bargaining unit members appointment notification.
2. *Academic Term*: Shall mean a semester.
3. *Bargaining Unit Member*: Tenure and tenure track faculty as defined in the Recognition Article 2.
4. *Board of Trustees*: Board of Trustees of Northern Illinois University legislatively created to “ provide for the management, cooperation, control, and maintenance of the Northern Illinois University” (110 ILCS 685/300-1 *et seq*).
5. *Chapter President*: The President of Northern Illinois University, Tenure and Tenure-Track Unit, United Faculty Alliance, University Professionals of Illinois, Local 4100, IFT, AFT, AFL-CIO.
6. *CHE*: Credit Hour Equivalent
7. *Days*: For purposes of this Agreement, working days are days on which the University is open and conducts business. Should a deadline fall on a day that the University is closed for business (e.g. Saturday, Sunday, holiday, administrative closure, emergency closure) the deadline will be extended to the next day on which the University is open and conducts business.
8. *Dean*: Chief Academic and Administrative Officer of an Academic College or Library.
9. *Department*: The academic department within the College in which the bargaining unit member is primarily employed.
10. *Department Chair*: The person immediately responsible for the academic department within the College in which the bargaining unit member is primarily employed.
11. *Employer*: Northern Illinois University.
12. *Faculty Salary Study*: A salary equity and compression/inversion study as defined in the Salary Article 24.

## **Appendix A**

### **DEFINITIONS (Cont'd)**

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

## **Appendix B**

### **SEVEN TESTS FOR JUST CAUSE**

**From:**

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

**March 28, 1966**

**Arbitrator: Carroll R. Daugherty**

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

## **Letter of Understanding Lump Sum Payment**

Within thirty (30) working days of the execution of the 2018-2022 agreement between the Employer and the Union all bargaining unit members who were employed during the 2018-2019 Academic Year and who remain currently employed shall receive a one-time lump sum payment of \$500.00 for work completed. This one-time lump sum payment shall not be incorporated into the bargaining unit member's base rate of pay and will be subject to SURS deduction and to all applicable state, federal and local taxes.

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Northern Illinois University  
Board of Trustees

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UFA/UPI Local #4100

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date