



Special Meeting
of the
Board of Trustees

November 9, 2023

**Special Meeting of the
BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY
12:00 p.m. – Thursday – November 9, 2023
Board of Trustees Room
Altgeld Hall 315**

AGENDA

1. Call to Order and Roll Call
2. Verification of Quorum and Appropriate Notification of Public Meeting
3. Meeting Agenda Approval.....*Action*..... i
4. [Review and Approval of Minutes of September 21, 2023](#).....*Action*.....1
5. Chair's Comments/Announcements
6. Public Comment*
7. President's Report No. 172
 - a. [Fiscal Year 2025 Appropriations Request](#).....*Action*.....5
 - b. [Fiscal Year 2025 IBHE Capital Budget Request](#).....*Action*.....8
 - c. [Intercollegiate Athletics Air Charter Services for Basketball Teams](#).....*Action*.....16
 - d. [Collective Bargaining Agreement for the Metropolitan Alliance of Police, Chapter 291](#).....*Action*.....17
 - e. [Collective Bargaining Agreement for the American Federation of State, County & Municipal Employees, Council 31, Local 1890](#).....*Action*.....46
8. Chair's Report No. 108
 - a. [2023 Annual Performance Review of President Freeman](#).....*Information*.....70
 - b. [2023 Presidential Evaluation Performance Incentive Pay](#).....*Action*.....88
9. Other Matters
10. Next Meeting Date
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 Crystal Doyle ccoppel@niu.edu.

Anyone needing special accommodations to participate in the NIU Board of Trustees meetings should contact Crystal Doyle, ccoppel@niu.edu or (815) 753-1273, as soon as possible.

Minutes of the
Board of Trustees of Northern Illinois University
Regular Meeting
September 21, 2023

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 9:36 a.m. by Board Chair Eric Wasowicz in the Board of Trustees Room, 315 Altgeld Hall.

Recording Secretary Crystal Doyle conducted a roll call.

Trustee Rita Athas: Present

Trustee Dennis Barsema: Absent

Trustee John Butler: Present

Vice Chair Montel Gayles: Present

Trustee Veronica Herrero: Present

Trustee Tim Moore: Present

Board Chair Eric Wasowicz: Present

Also present: President Lisa Freeman; Vice President and General Counsel and Board Parliamentarian Bryan Perry; Chief Strategy Officer and Board Liaison Matt Streb; Trustee Dennis Barsema; Vice President for Research and Innovation Partnerships Yvonne Harris; Vice President of Administration and Finance and Chief Financial Officer George Middlemist; Interim Executive Vice President and Provost Laurie Elish-Piper; Vice President for Enrollment Management, Marketing and Communications Sol Jensen; Vice President for Student Affairs Clint-Michael Reneau; Vice President for Diversity, Equity and Inclusion and Chief Diversity Officer Carol Sumner; Senior Associate Vice President and Chief Human Resources Office John Arcado; and University Advisory Council (UAC) Representatives Felicia Bohanon, Benjamin Creed, Brad Cripe, Katy Jaekel and Natasha Johnson.

VERIFICATION OF QUORUM AND APPROPRIATE NOTICE OF PUBLIC MEETING

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

Chair Wasowicz asked for a motion to allow Trustee Athas to participate in the meeting remotely due to illness. Trustee Moore so moved and Trustee Butler seconded. The motion was approved.

MEETING AGENDA APPROVAL

Chair Wasowicz asked for a motion to approve the meeting agenda. Vice Chair Gayles so moved, and Trustee Moore seconded. The motion was approved.

REVIEW AND APPROVAL OF MINUTES OF AUGUST 24, 2023

Chair Wasowicz asked for a motion to approve the minutes of August 24, 2023. Vice Chair Gayles so moved, and Trustee Butler seconded. The motion was approved.

CHAIR'S COMMENTS/ANNOUNCEMENTS

Chair Wasowicz welcomed the University Advisory Committee Representatives to the meeting and asked if any of them would like to make a comment.

UAC Representative Jakel was very excited that once again NIU has earned the 2023 Best of the Best LGBTQ College and University. Thank you for everyone on campus that helped NIU earn this award and everyone who helps and supports the LGBTQ community.

Chair Wasowicz mentioned that NIU is actively bargaining with representatives from AFSCME Local 1890, and progress is being made. There is more to be done and decisions to be made.

PUBLIC COMMENT

Chair Wasowicz introduced the public comment portion of the meeting. General Counsel Perry welcomed Ms. Krystyna Kamka to the podium. General Counsel Perry welcomed Ms. Rebecca Rahe to the podium. General Counsel Perry welcomed Mr. Patrick Sheridan to the podium. General Counsel Perry welcomed Ms. Lesley Schoo to the podium. General Counsel Perry welcomed Ms. Nicole Adams to the podium. General Counsel Perry welcomed Ms. Rave Meyers to the podium.

REPORTS OF THE BOARD COMMITTEES AND BOARD LIAISONS

Chair Wasowicz reminded everyone that the reports of the Board Committees and the Board Liaisons are information only.

Trustee John Butler provided a verbal report on agenda item 7.e.

Catherine Squires, Vice President for Advancement and President and CEO of the NIU Foundations provided a verbal report on agenda item 7.h.

PRESIDENT'S REPORT NO. 171

Chair Wasowicz asked President Freeman to present the President's Report No. 171.

UNIVERSITY RECOMMENDATIONS FORWARDED BY THE BOARD COMMITTEES

Agenda Item 8.a.1. Bowl Game Expenses

President Freeman presented agenda item 8.a.1. for approval.

Chair Wasowicz asked for a motion to approve item 8.a.1. Vice Chair Gayles so moved, and Trustee Herrero seconded.

The motion was approved.

UNIVERSITY REPORTS FORWARDED BY THE BOARD COMMITTEES

President Freeman asked whether any Trustees wanted to revisit information items forwarded from the committees.

President Freeman continued to the items directly from the President.

ITEMS DIRECTLY FROM THE PRESIDENT

Agenda Item 8.c.1. ReUp Stop Out Recruitment Initiative

President Freeman presented agenda item 8.c.1. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.1. Trustee Herrero so moved, and Trustee Moore seconded. The motion was approved.

Agenda Item 8.c.2. Collective Bargaining Agreement for the International Union of Operating Engineers, Local 150

President Freeman presented agenda item 8.c.2. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.2. Trustee Herrero so moved, and Vice Chair Gayles seconded. The motion was approved.

Agenda Item 8.c.3. Collective Bargaining Agreement for the Mid-America Carpenters Regional Council, Local Union 790

President Freeman presented agenda item 8.c.3. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.3. Vice Chair Gayles so moved, and Trustee Moore seconded. The motion was approved.

Agenda Item 8.c.4. Chessick Practice Center and Yordon Academic and Athletic Performance Center Acquisition Approval

President Freeman presented agenda item 8.c.4. for approval.

Chair Wasowicz asked for a motion to approve item 8.c.4. Trustee Moore so moved, and Trustee Herrero seconded. The motion was approved.

Agenda Item 8.c.5. Graduate School Update

President Freeman presented agenda item 8.c.5.

Break at 11:15 a.m. Returned at 11:25 a.m.

Agenda Item 8.c.6. Community College Transfer Update

President Freeman presented agenda item 8.c.6.

CHAIR'S REPORT NO. 107

Chair Wasowicz presented the Chair's Report No. 107.

Agenda Item 9.a. Board of Trustees 2024 Meeting Dates Approval

Chair Wasowicz presented agenda item 9.a. for approval.

Chair Wasowicz asked for a motion to approve item 9.a. Trustee Moore so moved, and Vice Chair Gayles seconded. The motion was approved.

OTHER MATTERS

There were no other matters.

NEXT MEETING DATE

Chair Wasowicz announced that the next regularly scheduled meeting of the Board of Trustees will be held December 7, 2023, at 9 a.m.

CLOSED SESSION

Chair Wasowicz stated that the Board needed to go into closed session and would not take up new business following the closed session. He asked for a motion to close the public meeting to conduct closed session to discuss the following subjects as authorized by the Open Meetings Act: closed session minutes matters as generally described under section 2(c)(21) of the open meetings act; 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) of the open meetings act; real estate matters as generally described under section 2(c)(5)&(6) of the open meetings act; student disciplinary cases matters as generally described under sections 2(c)(11) and (12) of the open meetings act and personnel matters as generally described under sections 2(c)(1)(2)(3) and (21) of the open meetings act.

FISCAL YEAR 2025 APPROPRIATIONS REQUEST

Summary: Each year, staff seeks the Board of Trustee's approval of the overall level of state funding request for the upcoming fiscal year (FY25). The amount is recognized as the University's formal budget request throughout the State of Illinois budget development process, including submissions to the Illinois Board of Higher Education (IBHE) and the Governor's Office of Management and Budget (GOMB). Staff also use this request when developing the University's detailed internal budget for FY25 and other budgetary reports for the Illinois General Assembly.

For FY25, Northern Illinois University (NIU) requests base operating funding of \$113.4M. An additional \$3M is requested to support new initiatives specified below. The total operating and initiative funding requested is \$116.4M.

Background Information: As the result of the historic disinvestment that preceded the recent increases in state appropriations to higher education, funding of public colleges and universities including NIU has not kept pace with inflation and the real costs associated with delivering quality academic programs, providing student support services, and recruiting and retaining talented employees committed to student success. Simultaneously, the need for new and/or expanded support services and financial aid for NIU's diverse student population has increased year over year, with these needs exacerbated by the global pandemic. As a result, the small increases in State General Funds appropriations in FY23 and FY24, which were below the actual funding requests, are inadequate. Continued financial investment from the state is necessary to uphold NIU's commitment to access and affordability, respond to persistent cost pressures, and to pursue academic priorities directly aligned with the IBHE's strategic plan, *A Thriving Illinois: Higher Education Paths to Equity, Sustainability, and Growth*.

It's critical that every effort be made to keep costs as low as possible for students, so that students who are from groups historically underserved and overlooked have access to higher education at Illinois' public universities. Per IBHE data, approximately one of every eleven undergraduate students at Illinois public universities is an NIU student. One of every nine low-income undergraduate students enrolled at an Illinois public university is at NIU. When making its FY24 funding request for public universities, the IBHE recommended that NIU receive a \$10.6M increase over the University's FY23 appropriation - a proposal based on the relative proportion of low-socioeconomic background (Pell recipient) undergraduate students at Illinois public universities. NIU ultimately received a \$6.4M increase from the state, only partially offsetting inflationary factors that otherwise went unaddressed in FY23 and continued into FY24.

The University recognizes that the State of Illinois has its own financial limitations and must prioritize among many competing budget priorities. NIU's process for determining the FY25 requests has been thoughtful, inclusive and data-informed to fully reflect the resources needed to support NIU's mission, students, faculty, staff, and commitments to the region. Ultimately, an FY25 appropriation less than this \$113.4M base request will materially impact costs and the University's ability to fully deliver what students need and expect.

The requests for an increase in the base appropriation for FY25 and additional \$3M in new appropriations is a vital step of the university's development of a multi-year planning and budget process that will include strategies to reduce expenses and enhance revenue opportunities. Specific examples of strategies in play include pursuing the re-enrollment of stopped-out students to grow tuition revenues, gain-sharing approaches to incentivize revenue generation and promote all-funds budgeting, more strategic use of auxiliary resources, and optimizing course sizes.

NIU will also continue to pursue reforms that impact University programs, operations and resources that are considered non-budgetary in nature. Staff will work with the IBHE, the Governor's Office, legislators, and other institutions to seek relief from unfunded mandates and burdensome regulations. In addition to sustainable and adequate State funding, greater operating flexibility is needed for Illinois public universities to adapt and thrive in the current economic environment.

FY25 Budget Request

TOTAL BUDGET REQUEST: \$116.4M

A base State funding level of \$113.4M will offset increases in expected and known costs to NIU's education and general operations.

In addition to this maintenance funding request, an additional \$3M in new appropriations is requested for academic priority requests aligned the IBHE's strategic plan, *A Thriving Illinois: Higher Education Paths to Equity, Sustainability, and Growth*. The proposed initiatives will not be possible without this additional State support:

- **Enhanced Student Success Services, Adult Learner Initiatives, and Program Expansion (\$1M)**: NIU views student success as a shared responsibility and acknowledges that students with different lived experiences have different needs and expectations of the university. Therefore, the university must offer services and programs to support the success of all students. The following initiatives require additional resources to provide enhanced support to current and future students.
 - **Enhanced Student Success Services**: Enhancing Student Success Services includes expanding academic services; developing a summer bridge program to serve all eligible first-year students; outcomes-focused first-year advising for entering students; a robust and expanded tutoring, supplemental instruction, and support coaching program; and career readiness for undergraduate students that addresses equity issues in providing for internships, career counseling, labor market transition, as well as academic support for diverse students who seek further education as graduate or law students.
 - **Adult Learner and Transfer Initiative**: Students transitioning to public universities from community colleges face challenges related to academic credit transfer, clear pathways to degree completion, and convenient access to courses and services. Working adults face similar barriers when enrolling and navigating our higher education system. Serving these populations of students requires streamlined admissions strategies and dedicated, specialized support. The support structure includes specialized advising resources, especially in the Bachelor of General Studies (BGS) degree completion program, expanded tutoring and success coaching, increased student programming to promote engagement and belonging, generalized emotional and physical wellness programming, and implementation of technology solutions for credit estimates, best-fit majors, and other customized support.
 - **Cybersecurity Program**: To meet workforce needs, a streamlined pathway to degree completion, and service to the region, NIU would respond by implementing a Cybersecurity Program. NIU currently offers a Cybersecurity Certificate and understands this is a growing field in high demand; therefore, NIU is positioned to support the region by introducing Cybersecurity degrees at the Bachelor's and Master's levels.
- **Hispanic Serving Institution (HSI) Preparation (\$600K)**: As NIU moves closer to

receiving the official designation of being a Hispanic Serving Institution, which could be as early as Spring 2026, it must continue enhancing the infrastructure to support student success at NIU. NIU already has a history of supporting the specific needs of our students who are first in their families to attend college or from low-socioeconomic backgrounds, and becoming an HSI that focuses on *serviingness*, requires additional investment and expansion of services. This investment will allow NIU to enhance faculty and staff development focused on *serviingness* and success for Latinx students; support the expansion of summer bridge programs, bilingual family programs, and community partnerships and pathway programs; and increase bilingual services and employees including admissions and financial advisors.

- **Cluster Hiring to Support Transdisciplinary Teaching and Research (\$800K):** Funding will support the development of transdisciplinary teaching and research initiatives focused on STEM Education in two NIU Centers: the Transdisciplinary Research Incubator for STEM Education (T-RISE) and the Northern Illinois Center for Community Sustainability (NICCS). These initiatives will include piloting innovative curricula, pursuing extramural funding to support impactful research, scholarship, and artistry, and collaborating with the communities we serve to achieve mutual benefit. Further, these efforts will generate new and impactful opportunities for student engagement and learning through cross-disciplinary coursework, credentials, capstone experiences, and extended research opportunities. Supplementing the existing expertise of our NIU faculty through cluster hiring will also accelerate outcomes and positive impacts on our region and state. For example, promoting innovation in STEM education will inform work across the P-20 continuum designed to close equity gaps. Research and engagement that makes meteorological data and information more accessible to farmers and insurers will help communities respond more effectively to disasters associated with severe weather events and climate disruption.
- **Health Professions Education (\$600K):** Funding will provide the resources needed to expand health professions programs to meet key workforce needs in Illinois in the healthcare sector. Funding will be used for academic support services specific to these majors, adopting cutting-edge pedagogies and technology (such as virtual reality anatomy labs and clinical training) and hiring faculty to support student success. Funding will also support the expansion of interprofessional healthcare education for students.

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the Fiscal Year 2025 Appropriations Request.

FISCAL YEAR 2025 IBHE CAPITAL BUDGET REQUEST

Summary: The Illinois Board of Higher Education (IBHE) Capital Budget Request is submitted prior to the budget year in order to meet IBHE and state capital project review and approval submission schedules. The Capital Budget Request consists of two principal 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. Including the partially released Health Technology Center project, there are eleven capital projects totaling approximately \$600M, and 15 capital renewal projects totaling approximately \$160M; the Taft Wastewater Treatment Plant replacement project is included in the third category for \$3.5M as part of the submission.

Background: Requests for state funding include regular capital projects which represent major investments for new construction and major renovation efforts; and capital renewal projects which represents major repairs and system improvement projects with estimated budgets in excess of \$100K.

Priorities for capital projects are determined through reviews and discussions within a capital planning group which consists of the Provost; Vice President of Research, Innovation, and Partnerships; Chief Financial Officer; Chief Strategy Officer; Vice President of University Advancement; and applicable representatives from Facilities Management & Campus Services. The group takes into consideration mission and program requirements, building conditions, impact on student enrollment/retention, and other factors when assessing project priorities. Capital renewal priorities are predominantly driven by building/infrastructure conditions and the potential for impacting university operations.

The State's FY24 budget included re-appropriation of capital projects which includes the University's priority capital project, Health Technology Center (HTC), and \$52.9M of capital renewal funding. Initial capital funds (\$7.7M) have been released to the Capital Development Board (CDB) to proceed with the planning for the HTC. The Northern Illinois Center for Community Sustainability (NICCS) also has funds released (\$15M) to CDB, however, this project is funded separately from these state capital programs.

Additionally, approximately \$18M has been released from the \$52.9M capital renewal authorization (and a previous FY19-based authorization) to proceed with five urgent repair projects including steam tunnel repairs, boiler replacements, and Swen Parson, Gabel, and Music building roof repairs.

The state's appropriations process is better aligned to have this discussed and approved at the November meeting. We submit these appropriation's request to the IBHE in late October, prior to the November Board of Trustee Committee meeting.

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the Fiscal Year 2025 IBHE Capital Budget Request.

Regular Capital Project Priorities for FY25 IBHE Budget Submission		
Priority	Project Title	Total Estimated Cost (\$K)
<i>1*</i>	<i>Health Technology Center*</i>	\$77,000*
2	McMurry & Wirtz Hall Renovation	55,335
3	Davis Hall Renovation	55,421
4	Gabel & Graham Complex Renovation	125,543
5	Still Hall & Still Gym Renovation	59,356
6	Reavis Hall Renovation	28,267
7	Watson Hall Renovation	29,254
8	Psychology/Computer Science Renovation	61,965
9	Montgomery Hall Renovation	76,411
10	DuSable Hall Renovation	68,429
11	Williston Hall Renovation	43,012
	Total Regular Capital Projects	\$603,658

* Note: \$7.7M already released for planning/design.

Capital Renewal Project Priorities for FY25 IBHE Budget Submission		
Priority	Project Title	Total Estimated Cost (\$K)
R1	Anderson Structural & Still Hall/Gym Masonry Repairs	\$7,572
R2	East Campus Chilled Water System Reconfig. Phase I	9,422
R3	Altgeld Hall Building Automation System	3,678
R4	Campus Wide Boiler Replacement Phase II	8,088
R5	DeKalb Campus HVAC & Hood Exhaust Repairs	7,448
R6	East Campus Electrical Infrastructure Upgrades	7,674
R7	DeKalb Campus Fire Protection Upgrades Phase I	8,676
R8	Academic Buildings General Upgrades Phase I	5,098
R9	DeKalb Campus Heating System Piping Conversions	17,258
R10	DeKalb Campus Elevator Upgrades	3,824
R11	DeKalb Campus ADA Assessment & Repairs Phase I	5,013
R12	Academic Buildings General Upgrades Phase II	10,126
R13	Campus Wide Electrical Infrastructure Upgrades	6,992
R14	Campus Wide Boiler Replacement Phase III	40,259
R15	East Campus Chilled Water System Reconfig. Phase I	23,525
	Total Capital Renewal Projects	\$164,653

Capital Projects

1. Health Technology Center

In the last decade the demand for college graduates with expertise in health-based technology fields has increased exponentially. The new facility will offer students a unique learning environment combining the best of a time-honored college education driven by a focus on advancing health technology. The center will have extensive infrastructure to accommodate a broad range of equipment necessary to develop nationally competitive programs with potential for industry and professional certifications, custom learning labs and single classes. Experience using “cutting edge” technology in a well-planned, well-equipped facility will prepare students to compete and succeed in the intense technologically complex world of the future. NIU is currently preparing to begin programming and schematic design with a consultant team selected through the CDB. With a partial budget release of \$7.7M to facilitate planning/design, it is hoped that the remaining budget will be released when we are ready to proceed with construction.

2. McMurry & Wirtz Hall Renovation

Wirtz Hall was originally constructed in 1964 and connected to NIU’s second oldest building, McMurry Hall built in 1911. Together these buildings house a large portion of the College of Health & Human Sciences. With planning for the new Health Technology Center moving ahead, it is the intent that some programs currently located here will be moved to the new facility once completed. This will allow for opportunities to make use of this existing central campus space to consolidate and improve efficiencies with other programs and functions from elsewhere, ultimately working towards right sizing the overall campus footprint. With no major renovations since original construction, both buildings need building envelope, infrastructure and finishes upgrades to bring in line with modern day campus facilities needs in addition to any space reconfigurations necessary for revised use.

3. Davis Hall Renovation

This Gothic-style building was built in 1942 and constructed with steel and reinforced concrete which is sheathed with Joliet Limestone. Davis Hall was constructed as the institution’s first science building and now houses the Earth, Atmosphere and Environment department. Other than the installation of a telescope in 1965 and air conditioning in 1975, no other major renovations have occurred to Davis Hall over the last 76+ years. The building still utilizes the original fused electrical panels and available power is completely inadequate for modern lab requirements. Davis’ mechanical systems are inefficient, inadequate, and antiquated. The flat roofs are failing and two sides of the building need major repairs to the stonework including overall tuckpointing. To remain functional, the building requires a number of comprehensive infrastructure updates. Existing fume hoods are not able to satisfactorily accommodate the needs of the instruction and research assigned to Davis. There is no elevator service to the 6th and 7th floors and restroom locations are not compliant with current code requirements.

4. Gabel & Graham Complex Renovation

Gabel Hall was constructed in 1958, and Graham Hall was constructed in 1964. The buildings are interconnected, so they share many of the same deficiencies. Housed in these buildings are the Colleges of Education, Health and Human Sciences, and Visual and Performing Arts. Significant classroom and faculty spaces dominate the use. While the spaces generally work for classroom and faculty use, improvements need to be made to achieve a more optimal learning environment with a more modern, student-focused, technology-oriented teaching experience. The roof system is in critical need of replacement

which is addressed under a separate capital renewal request. The buildings incorporate large amounts of asbestos containing materials and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

5. Still Hall & Still Gym Renovation

The Still Hall & Still Gym buildings were built in 1928 and were converted into office and classroom space in 1964. They currently support the College of Engineering and Engineering Technology. No other major renovations have occurred in the buildings over the last 57+ years. Available power is inadequate to meet modern technology demands. Mechanical, electrical, and plumbing systems are inefficient and antiquated. The need to provide major repairs to the existing masonry structure and tuckpointing have caused significant concerns for water intrusion and structural deterioration as the exterior walls are deflecting outward. This project seeks to update the building structures and their mechanical, electrical, and plumbing systems to better meet the needs of modern-day students. As an alternative, an assessment is planned to evaluate the cost effectiveness of demolishing these buildings and building a structure adjacent to the College of Engineering and Engineering Technology.

6. Reavis Hall Renovation

Constructed in 1957, this building houses classroom and faculty spaces for the College of Liberal Arts and Sciences. While the spaces generally work for classroom and faculty use, improvements need to be made to achieve a more optimal learning environment, with a more modern, student-focused, technology-oriented teaching experience. The building incorporates significant quantities of asbestos containing materials, the roof systems need replacement and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

7. Watson Hall Renovation

Constructed in 1962, this building houses classroom and faculty spaces for the College of Liberal Arts and Sciences. While the spaces generally work for a classroom and faculty use, additional improvements need to be made to achieve a more optimal learning environment with a more modern, student-focused, technology-oriented teaching experience. The building incorporates significant quantities of asbestos containing materials, roofing membranes need replacement and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

8. Psychology/Computer Science Building Renovation

Constructed in 1973, this building houses classroom and faculty spaces for the College of Liberal Arts and Sciences. While the spaces generally work for classroom and faculty use, additional improvements need to be made to achieve a more optimal learning environment, with a more modern, student-focused, technology-oriented teaching experience. The building incorporates significant quantities of asbestos containing materials, roofing membranes need replacement and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

9. Montgomery Hall Renovation

Constructed in 1967, this building houses classroom and faculty spaces for the College of Liberal Arts and Sciences. While the spaces generally work for classroom and faculty use, additional improvements need to be made to achieve a more optimal learning environment, with a more modern, student-focused, technology-oriented teaching experience. The building incorporates significant quantities of asbestos containing materials, roofing membranes need replacement and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

10. DuSable Hall Renovation

Constructed in 1968, this building contains classroom and office space for several humanities departments and is the first facility on campus named for an African American. A majority of the spaces in DuSable are used for freshman general education classes so the building's appearance and function make a big impression upon the incoming class to NIU. Unfortunately, while the spaces generally work for a classroom and faculty use, additional improvements need to be made to achieve a more optimal learning environment, with a more modern, student-focused, technology-oriented teaching experience. The building incorporates significant quantities of asbestos containing materials, roofing membranes need replacement and many of the mechanical and electrical systems are inefficient, antiquated, and inadequate for current teaching methods.

11. Williston Hall Renovation

Williston Hall opened in 1915 and was originally built as a women's dormitory. Converted to administrative office space in 1969, the building has had no other major renovations over the last 52+ years. Available power is inadequate to meet modern technology demands. Mechanical systems are inefficient and antiquated. Repairs are required to the existing masonry structure to address water intrusion and general deterioration. To provide a healthy and attractive work environment for the faculty, staff and students that occupy the building for various student support services, the University seeks to perform major renovations on Williston Hall to improve space functionality of the building and the overall building structure and systems.

Capital Renewal Projects

R1. Anderson Hall Structural & Still Hall/Still Gym Masonry Repairs

Anderson Hall, Still Hall, and Still Gym all have structural deterioration which has contributed to water infiltration and overall concern for the stability of the buildings structural systems. Anderson Hall was originally constructed in 1964 and has deterioration to areas involving the swimming pool and associated natatorium space and west side exterior concrete deck. Both areas are in a state of major disrepair allowing water infiltration, loss of treated pool water, and structural integrity concerns. Additionally, the building HVAC system for the natatorium space is also in need of a major overhaul to adequately maintain proper climate and humidity control. Still Hall and Still Gym are brick and stone historic buildings dating back to the 1920's, which are showing signs of significant sagging and bowing in the exterior walls. A temporary measure was implemented in 2014 to slow the progression of the deflection, yet water infiltration continues to deteriorate the integrity of the structure and causes interior water damage. The exterior envelope of both of these buildings needs a detailed assessment to determine necessary repairs.

R2. East Campus Chilled Water System Reconfiguration Phase I

This project will replace the chillers in the Engineering Building with sufficient chilled water generation capacity to accommodate the connection of Anderson Hall, Engineering Building, and Barsema Hall. These buildings have stand-alone cooling systems which are nearing end of life and becoming costly to maintain. Based on preliminary evaluations, consolidating these buildings would be more cost and energy efficient than replacing the stand-alone equipment at each building.

R3. Altgeld Hall Building Automation System

This project will replace the once state-of-the-art building automation system in Altgeld Hall. This system is now considered obsolete and is deteriorating rapidly. Replacement parts have become difficult, and in some cases impossible, to source and procure. Service

costs continue to increase as it becomes harder and harder to locate technicians who are trained and certified to work on the older control system. The outdated system also results in inefficient building operation as it lacks the ability to meet current energy standards. Continued operation in its current state will only accelerate the time to critical component failure and thus overall system failure which will result in a complete lack of control of building systems.

R4. DeKalb Campus Boiler Replacement Phase II

Phase I of this project was authorized in FY19 legislation and has begun on-site. It will begin the process of replacing the outdated heat generation capacity for the University. This second phase will add another boiler to the new centralized plant location and allow the University to become less reliant on the existing 60+ year old boilers which are well past life expectancy. As the existing nine boiler steam system ages, many of its components have been decommissioned due to severe deterioration of the interior boiler tubes and apparatuses. Two boilers have already been taken out of service due to operational safety concerns. This phase is required to reduce reliance on the existing over-aged boilers. The risk of campus-wide impact will not be adequately mitigated until all phases are complete.

R5. DeKalb Campus HVAC & Hood Exhaust Repairs

A primary focus of this project will be to address mechanical system repairs particularly related to safe ventilation support for laboratory spaces in various buildings on campus which predominantly includes Davis, Faraday, LaTourette, and Montgomery Halls. In many cases, buildings are 60-80 years of age where component repairs may no longer be feasible, and replacement of the system is required. A specific example to be addressed is needed improvements to outdated components of the HVAC and fume hood system in the LaTourette/Faraday Complex. The interrelated HVAC fume hood systems provide for safe ventilation for both special laboratory spaces and regular classrooms/offices in the buildings. Additionally, the building HVAC system is failing to provide adequate humidity control causing deterioration issues such as failing fireproofing, duct insulation mold issues, mold growth in stairwells and closets, inadequate condensate drains and resulting excessive corrosion to mechanical units.

R6. East Campus Electrical Infrastructure Upgrades

This project will replace and upgrade critical electrical improvements for the east portion of the campus involving Swen Parson Hall, Davis Hall and the Health Services Building. Portions of the existing electrical infrastructure constructed in the 1940's have far exceeded life expectancy and are beyond repair. Failure of the electrical system would create significant impacts for critical campus support services such as the data center located in Swen Parson which serves as the data backbone for the entire campus. Significant failures to the infrastructure supporting this system would expose the campus to significant risk for loss of IT data and emergency communication capability.

R7. DeKalb Campus Fire Protection Upgrades Phase I

This project will assess, prioritize, and address fire protection improvements to various campus buildings. While fire protection systems are built to code requirements at the time of construction, systems can become outdated and antiquated with limited feasibility for repair. Systems may require complete replacement to ensure continued service and updates to adhere to evolving code requirements.

R8. Academic Buildings General Upgrades Phase I

With a few exceptions, a large majority of the academic buildings on campus have seen minimal refresh, remodeling, or renovation since their original construction. As a point of

reference, of the 22 main academic buildings on campus, 17 were constructed in the 1960's and 70's or earlier. As a result, there is a significant imbalance between the newest spaces on campus and older buildings. The goal of this phased project is to update teaching and shared spaces across campus academic buildings in order to create more inviting and flexible teaching and collaboration spaces for an enhanced student learning environment. The intended modernization improvements include furniture, finishes, lighting, and power and technology upgrades to meet the needs and expectations of today's students. This first phase is intended to focus on the buildings with the most need.

R9. DeKalb Campus Heating System Piping Conversions

The primary focus for this project will be to upgrade the heating and cooling systems in five central campus academic buildings, specifically Gabel Hall, Graham Hall, Still Hall, Still Gym, and Anderson Hall. Still Hall and Still Gym were originally constructed in 1928, Gabel Hall in 1958, and Graham Hall and Anderson Hall in 1964. The existing two-pipe heating systems are largely original to the buildings with cooling added at a later date. The systems have extremely limited capabilities for adjustment and incidents of rotted piping causing system failures are becoming increasingly frequent. The intent is to convert the systems to a four-pipe system, replacing the aged and degraded piping and update other system equipment as needed to provide more energy efficient and reliable heating and cooling systems for these buildings which are central to several major academic programs for the University.

R10. DeKalb Campus Elevator Upgrades

The focus for this project will be upgrades to multiple elevators located in central campus buildings, potentially Swen Parson (1952-63), Montgomery Hall (1967), Williston Hall (1951) and Founders Memorial Library (1975), Visual Arts, Psychology/Computer Science, and Davis, DuSable, Graham and Gabel Halls. The controls, motors and associated equipment for these existing elevators are approaching the end of their useful life and all are largely original to when the buildings were constructed except for Williston Hall, where the elevator was added in 1994. These elevator upgrades are necessary to ensure reliable service for students, faculty, and staff in these academic-focused buildings. Additionally, several of the elevators are categorized as freight elevators and therefore necessary for the day-to-day operations of the buildings.

R11. DeKalb Campus ADA Assessment and Repairs Phase I

The majority of campus buildings were built prior to the 1990 Americans with Disabilities Act (ADA). In 1994, a campus accessibility study was completed which highlighted deficiencies that existed at that time and guided the University's physical accessibility improvements over the past few decades. While the University has addressed many accessibility concerns through focused efforts or indirectly with some building renovations, ADA code requirements have continued to evolve and opportunities for

further enhancements remain to support both students and employees. This project will assess, prioritize, and begin to address accessibility deficiencies and enhancements across campus.

R12. Academic Buildings General Upgrades Phase II

With a few exceptions, a large majority of the academic buildings on campus have seen minimal refresh, remodeling or renovation since their original construction. As a point of reference, of the 22 main academic buildings on campus, 17 were constructed in the 1960's and 70's or earlier, therefore there is a significant imbalance between the newest spaces on campus and older buildings. The goal of this overall project is to update teaching and shared spaces across campus academic buildings to create more inviting and flexible teaching and

collaboration spaces for an enhanced student learning environment. The intended modernization improvements include furniture, finishes, lighting, and power and technology upgrades to meet the needs and expectations of today's students. This second phase is intended to focus on prioritized buildings following behind Phase I.

R13. DeKalb Campus Electrical Infrastructure Upgrades

The existing electrical infrastructure on the main campus was constructed in the 1960s and components of the system are beyond life expectancy and not repairable. Improvements have systematically been addressed over the past years as funding could be made available, but a final phase is required to address remaining 50+ year old transformers, switch gears, substations, and distribution cables. Major failures of these components may render portions of the campus without power for extended periods of time and pose significant risk to personnel near this antiquated equipment. Numerous power failures have occurred over the recent past and are demonstrating the increasing deteriorated condition of the system.

R14. DeKalb Campus Boiler Replacement Phase III

Phase I was authorized during the FY19 legislation and Phase II is a pending higher priority project in this submission. This phase of the project will finalize the process of replacing the outdated heat generation capacity for the University by further expanding the centralized plant and adding an energy efficient cogeneration unit. The project will also decommission and remove all existing boilers and associated equipment in both the West Heating Plant and the East Heating Plant. The completion of this phase of the project will reduce the University's reliance on aging equipment in the district heating system. The risk of campus-wide impact from heating generation failure will be greatly diminished with the completion of this project.

R15. East Campus Chilled Water System Reconfiguration Phase II

Phase I is a pending higher priority project in this submission. This project will expand the chilled water generation capacity of the existing Chilled Water Plant to accommodate the connection of McMurry Hall, Still Hall, Still Gym, and Holmes Student Center. These buildings have stand-alone cooling systems which are nearing end of life and becoming costly to maintain. Based on preliminary evaluations, consolidating these buildings with the existing chilled water distribution loop would be more cost and energy efficient than replacing the stand-alone equipment at each building. The plant currently houses four chillers and four associated cooling towers along with all other associated equipment with space for expansion. The project scope will also include replacement of the undersized chilled water lines serving Montgomery Hall and installation of chilled water booster pumps in various buildings to rectify issues stemming from inadequate system flow.

INTERCOLLEGIATE ATHLETICS AIR CHARTER SERVICES FOR BASKETBALL TEAMS

Summary: Intercollegiate Athletics requests permission to purchase air travel services for the NIU Men's and Women's Basketball Teams for the 2023-2024 season. The team will use air charter services for scheduled basketball games from January through March 2024. The request is for one season at a not-to-exceed amount of \$350K.

Background: In the past, air charter services for Men's and Women's Basketball Teams have not required Board of Trustees approval as they have not exceeded the \$250K threshold, but due to increasing costs and increased use of flights over buses, basketball is now an activity which requires Board approval for air travel. The intent is to pursue more use of air travel to address busing shortages and minimize educational disruption when traveling for midweek conference games.

Intercollegiate Athletics is working with Procurement Services and Contracts Management to identify a vendor. Athletics will incorporate basketball travel into future RFPs and contract renewals for air charter services solicited on behalf of athletic travel needs.

Men's and Women's Basketball begin play in November, with their first chartered flight in January 2024. This request is being brought to the Special Meeting in order to meet the procurement and contract timeframe to secure flights for the season.

Funding: Institutional Funds: \$350,000

Recommendation: The Finance, Audit, Compliance, Facilities and Operations Committee recommends Board of Trustee approval of the request for Intercollegiate Athletics Air Charter Services for Basketball Teams.

COLLECTIVE BARGAINING AGREEMENT FOR THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 291

Summary: Northern Illinois University negotiates with fifteen 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:**

Metropolitan Alliance of Police, Chapter 291, representing approximately twenty-two (22) employees total in the Department of Police and Public Safety. The collective bargaining agreement represents the following classification:

Police Officer

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A six-year amended agreement, effective December 1, 2023, through June 30, 2029.

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

AS AMENDED BY MEMORADUM OF AGREEMENT EFFECTIVE DECEMBER 1, 2023

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE METROPOLITAN ALLIANCE OF POLICE NIU
CHAPTER #291**

AND

**NORTHERN ILLINOIS UNIVERSITY
BOARD OF TRUSTEES**

Effective July 1, 2021 through June 30, 2029

ARTICLE I PREAMBLE

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

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

ARTICLE II RECOGNITION

Section 2.1 Recognition

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

Section 2.2 Membership

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

Section 2.3 Title Changes/Reclassifications

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

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

Section 2.4 Fair Representation

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

Section 2.5 Gender

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

Section 2.6 Changes to Duties/Operations

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

ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Management Rights

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

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

Section 3.2 Statutory Obligations

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

Section 3.3 Parking Rate

It is agreed that the parking permit rates are established by the employer.

Section 3.4 Residency Requirement

All newly appointed police officers that are hired on or after the date of NIU Board of Trustees approval shall establish and maintain residency within fifty (50) miles of the NIU Police Department prior to successfully completing their probationary period.

Current NIU Police Department officers may not move beyond the fifty (50) mile limitation if they currently do not live beyond it.

Section 3.5 Fitness For Duty

When the employer orders a member of the police department to undergo a fitness for duty examination, the employer shall notify the union of the order and the status of the employee. The employee will be referred to the university department of human resources services, for appropriate referral and processing. Only Employer ordered fitness for duty examinations shall be done at the expense of the Employer, and pursuant to the university wide HRS fitness for duty process and procedures. The employee may be reassigned or placed on the appropriate benefit leave or paid administrative leave at the Employer's discretion pending the outcome of the examination.

Appeal of any question of an employee's fitness for duty will be subject to the grievance procedures of this agreement.

ARTICLE IV UNION RIGHTS

Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Chapter representatives, stewards, witnesses, or grievant(s) will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related to these grievances, and to attend contract negotiations (maximum of three (3) bargaining unit employees) and to attend labor management meetings. It is understood that a business representative of the Chapter may also participate in collective bargaining negotiations.

Section 4.2 Visits From Off-Campus Representatives

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

Section 4.3 Communications

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

Section 4.4 Off Campus Union Activities

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

Section 4.5 Other Union Activities

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

ARTICLE V LABOR/MANAGEMENT CONFERENCES

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Chapter representatives and authorized administrative representatives of the Employer.

Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

Discussion on the implementation and general administration of this Agreement sharing of general information of interest to both parties safety issues.

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

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

ARTICLE VI DUES CHECK OFF AND FAIR SHARE

Section 6.1 Fair Share

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

Section 6.2 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each pay period, Chapter membership dues in the amount certified by the Chapter or Metropolitan

Alliance of Police from the pay of all officers covered by this Agreement. Such money shall normally be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 6.3 Union Indemnification

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

Section 6.4 Direct Collection of Union Dues

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

Section 6.5 Fines/Penalties/Special Assessments

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

Section 6.6 Remittance of Dues Deduction

Dues deducted will be remitted to Metropolitan Alliance of Police or Union official, as designated in writing by the Union.

Section 6.7 Notification of Change in Union Dues

Metropolitan Alliance of Police shall give written notice to the University Administration of any changes in its dues amounts-at least sixty (60) days prior to the effective date of any such change.

Section 6.8 Termination of Dues Deduction

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

ARTICLE VII SENIORITY

Section 7.1 Definition

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

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

Section 7.2 Seniority Lists

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

Section 7.3 Voluntary Workforce Reduction

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

Section 7.4 Deviations from Seniority Regulations

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

ARTICLE VIII HOURS OF WORK/OVERTIME/ADDITIONAL PAY

Section 8.1 Purpose

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

Section 8.2 Hours of Work/Work Schedules

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

Operations permitting, employees will be granted a paid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four-hour (4) period of work.

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

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

Each shift shall normally be covered by at least one (1) supervisor, and one (1) or more Police Officers. Employees shall bid annually to a shift based on seniority within the Police Officer classification. All employees covered by this Agreement will only be allowed to bid in May of each calendar year, with the schedule to take effect on the first Monday of July. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts.

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

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

Section 8.3 Overtime Pay

Pursuant to the partial overtime exemption of Section 207(k) of the FLSA and based on the declared yearly work schedule, time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of the FLSA-dictated maximum for the regularly scheduled timeframe. The following sets forth an example of the FLSA maximum hours for each scheduled work period after which overtime shall be paid:

Consecutive Day Work Period	Hours
28 days	171
14 days	86
7 days	43

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

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

In the instance of undue hardship, it is the responsibility of the employee to notify the Employer

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

Section 8.4 Call Back

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

Section 8.5 Training

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

Section 8.6 Court Time

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

Section 8.7 Contracted Services/Special Events

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

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

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

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

Section 8.8 Other Extra Assignments

The Employer reserves the right to determine and require employees to stay on duty after their

shift has ended or to report early for duty prior to the beginning of their shift.

In emergency situations where employees are required to stay on duty or report early, the Employer may fill the vacancy in any manner possible. For administration of this section, an emergency situation shall be defined as a vacancy that occurs with four (4) hours or less notice.

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

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

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

Section 8.9 Compensatory Time

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

Section 8.10 Shift Differential

Employees who are regularly scheduled to work the majority of their hours between 5:00 p.m. and 5:00 a.m. shall be paid a differential of forty (40) cents-per hour. Effective 7-1-2022, the differential shall be one (1) dollar for each hour in pay status. The shift differential will not be added to the employee's base rate when computing the overtime rate. Eligible employees shall receive this differential for all overtime hours and for any other hours in pay status, including vacation, paid sick leave, paid bereavement leave, compensatory time off, and any other paid leave.

Section 8.11 Required Meetings/Exams

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

ARTICLE IX BENEFITS

Section 9.1 CMS Benefit Program

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 37511 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central

Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

Section 9.2 Board of Trustees Benefit Provisions

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

Section 9.3 Holidays, Administrative Closings and Other Scheduled University Closures

Holidays, Administrative Closings, and Other Scheduled University Closures recognized under this Agreement and any additional pay for such days shall be consistent with the NIU Board of Trustee Regulations. Recognized holidays normally shall be either the actual holiday for those officers that work weekends or designated holidays for officers that work a Monday through Friday schedule not both.

New Year's Day	January 1, or as Observed
Martin Luther King, Jr.	Observed Monday
Memorial Day	Observed Monday
Juneteenth	June 19, or as Observed
Independence Day	July 4, or as Observed
Labor Day	Observed Monday
Election Day	As determined by the University (General election years only)
Thanksgiving Day	Observed Thursday
Christmas Day	December 25 or as Observed
Five (5) Floating Holidays	As determined by the University

Subject to NIU Board of Trustees Regulations and the provisions of this Agreement, Officers required to work on designated holidays, administrative closure days, or other scheduled University closure days, specifically excluding weather related closures will receive their regular rate of pay plus one and one-half (1.5) times their regular rate of pay for all hours worked. Employees who are scheduled or approved to be off on these designated days shall receive one (1) day of regular pay for that day, with one (1) day equaling the most common number of hours worked during a day of the employees' regular work schedule. (For example: Officers regularly scheduled to work eight (8) hours each workday will be compensated for eight (8) hours, and Officers regularly scheduled to work twelve (12) hours each workday will be compensated for twelve (12) hours.) Officers required to work on any of these designated days that call in sick will be charged the appropriate benefit time and are ineligible for additional pay as stipulated in this Section 9.3.

Section 9.4 Weather Related Closures

In cases of weather-related closures the NIU Board of Trustees or Human Resource Services policy and pay provisions for weather-related closures shall apply.

ARTICLE X WAGES

Section 10.1 Salary Rates

	7/01/22	7/01/23
		2%
Entry	\$31.00	\$31.62
After 2 yr step	\$34.00	\$34.68
After 5 yr step	\$40.53	\$41.34

Section 10.1 Salary Rates

Effective 12/01/2023 through 6/30/2029 Officers shall be compensated at the hourly rate of pay in accordance with the following schedule:

	12/01/23	7/01/24	7/01/25	7/01/26	7/01/2027	7/1/2028
		2%	3%	3%	2%	2%
Entry	\$35.00	\$35.70	\$36.77	\$37.87	\$38.62	\$39.39
After 5 yr. step	\$45.96	\$46.87	\$48.27	\$49.71	\$50.70	\$51.71

Effective 12/1/2023. For those officers (Martinez and Gibson) that are currently above the grid pay levels described they will each receive an 8% increase.

From July 1, 2024 through June 30, 2029, employees that are eligible per the BOT guidelines shall be granted the greater of the wage increases mentioned in this provision, or the University-wide wage increases as set forth in Section 10.2, but not both. If the university declares a campus wide increase that exceeds the amount in this provision at any time other than July 1, the officers will receive only the additional prorated amount not both.

Section 10.2 Salary Rates July 1, 2024, to June 20, 2029

For the period of July 1, 2024, to June 20, 2029, employees that are eligible per the BOT guidelines shall be granted the greater of the wage increases mentioned in section 10.1, or the University-wide wage increases but not both. The University-wide increases are the salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an across the board basis. In the event that the University Salary Increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed.

Section 10.3 Educational Incentive

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

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

Officers will continue to receive the educational incentive payment each year for the highest level of degree verified for eligibility. Educational incentives are payable only for the highest completed degree (and for a maximum of one (1) highest completed degree in a given fiscal year) and shall not be added to the hourly rate of pay.

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

Bachelor's Degree: \$1200
Graduate Degree: \$1800

Section 10.4 Criminal Investigations Unit Incentive

Officers who are assigned to the Criminal Investigations Unit (CIU) for the purpose of conducting follow-up investigations in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that unit. The Chapter recognizes the titles for these officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to CIU. Officers assigned to the CIU may be referred to by the honorific title of "Detective". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). Detectives assigned to the CIU may be required to work in uniform or plainclothes, and perform duties including but not limited to conducting administrative and criminal investigations, providing dignitary protection, and other patrol and/or special duties as assigned. Officers assigned to the CIU as a Detective shall receive an incentive of \$80.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.4 only if they are serving in a Detective role. If an officer moves out of the particular Detective role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the CIU in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

Section 10.5 Canine Program Incentive

Officers who are assigned to the canine program for the purpose of explosive detection in addition to their patrol capabilities shall receive an incentive to be compensated while assigned to that role.

The Chapter recognizes the titles for these officers may change based on management needs and that the Chief of Police has the discretion to determine the number of officers assigned, the duration of the assignment, and the duties while assigned to the canine program. Officers assigned to perform duties as a canine handler may be referred to by the honorific title of "Canine Officer". This honorific title shall not be deemed a promotion or change of job classification within the State Universities Civil Service System (SUCCS). All training, testing, and certification fees associated with this program shall be covered by the Employer. Officers assigned to the canine program shall receive an incentive of \$80.00 per month, beginning the first month of such service. Officers shall receive the monthly incentive pay under this Section 10.6 only if they are serving in a Canine Officer role. If an officer moves out of the particular Canine Officer role (either voluntarily or involuntarily) or if an officer's employment is separated for any reason, then the officer will receive a pro rata share of the monthly incentive pay based on their completed days of service in the Canine Officer Unit in that calendar month. Incentive payments under this Section will not be factored into the calculation of any overtime pay.

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

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

The Employer shall be responsible for providing food and health care for the canine as needed, while in the active service of the NIUPD.

Section 10.6 Field Training Officers (FTO)

Effective 7/01/2022 Employees shall receive one (1) hour of compensation for each completed eight (8) hour shift, and one and one quarter (1.25) hours of compensation for each completed ten (10) or twelve (12) hour shift as a Field Training Officer, while training a recruit officer. This compensation may be taken as compensatory time at the FTO's discretion.

ARTICLE XI NO STRIKE/NO LOCKOUT

Section 11.1 No Strike

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

Section 11.2 No Lockout

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

Section 11.3 M.A.P. Responsibility

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

violating this paragraph to return to work.

ARTICLE XII UNIFORM/EQUIPMENT PROVISIONS

Section 12.1 Uniform and Equipment

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

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

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

Trouser, all weather 4	Holster, sidearm, Level III 1
Shirt, summer, in color 4	Carrier, magazine, double 1
Shirt, winter, in color 3	Case, handcuff, double 1
Sweater, winter 1	Handcuffs, double lock with keys 1
Coat, winter, with zip-out liner 1	Baton, ASP, 21 inches 1
Raincoat, reversible, full-length 1	Holder, baton 1
Hat, police, dress with cover 1	Pepper spray, OC 1
Hat, baseball with police markings 1	Holder, pepper spray 1
Hat, stocking with police markings 1	Radio, police, with shoulder mic 1
Tie, clip on 3	Holster, radio 1
Nametags, 2	Clip, shoulder, radio 1
Badges, police, star 3	Holster, flashlight 1
Badges, hat 1	Pouch, gloves 1
Identification, police, with carrier 1	Carrier, vest, interior, with tails 1
Patches, shoulder, all shirts, sweaters, jackets as required	Carrier, vest, exterior 1
Firearm, pistol, sidearm, with 2 mags. 1	Mask, protective, CPR, micro-shield 1
Belt, Duty, with 4 keepers 1	Vest, ballistic, level 2A with full front side, and back coverage 1

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

Section 12.2 Body Armor

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

Section 12.3 Other Personal Equipment

The Employer agrees to repair or replace as necessary the eyeglasses, contact lenses, and prescription sun glasses of a Police Officer if such personal equipment is damaged or broken

during the course of University duties if the Officer is required to exert physical force or is attacked by another person. The Employer agrees to repair or replace personal watches, spending up to a maximum of \$30, if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person.

Section 12.4 Squad Car

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

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

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.1 Definition

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

Section 13.2 Representation

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

Section 13.3 Time Limitations

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

In order to provide adequate attention to each grievance as submitted, both parties agree to respond/advance one (1) grievance at a time. For example, should two (2) grievances be filed on the same date, the University will have ten (10) days in which to respond to the first, and ten (10) additional days in which to respond to the second or subsequent grievances. Likewise, the Union will have ten (10) days to respond/advance the first grievance, and then ten (10) additional days after doing so to respond/advance to the second or subsequent grievances.

Section 13.4 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1: Within five (5) business days after the first occurrence, or within five (5) working days after the grievant becomes aware, or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The immediate supervisor shall provide a written response within ten (10) working days after such presentation.

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

Step 3: If the grievance is not settled at Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Director of Employee and Labor Relations or a designated representative within ten (10) business days after the Step 2 written response. The Director of Employee and Labor Relations or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) business days. The Director of Employee and Labor Relations, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) business days following the meeting.

Section 13.5 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Employee and Labor Relations, or a designated representative, for Arbitration within ten (10) business days after receipt of the Step 3 response.

The Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by a representative of the Employer and the Union alternatively striking names from the panel list. The choice of the first strike shall be determined by the toss of a coin. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and

the Union requesting that he set a date and time for the hearing, subject to the availability of the arbitrator. Court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

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

ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 14.1 Progressive Discipline

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

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

Section 14.2 Representation

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

Section 14.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Chapter within seven (7) calendar days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 14.4 Personnel Files

Employees may review their respective personnel files pursuant to the authority of the Illinois

Revised Statutes. Personnel files include any official file kept by any Captain, Lieutenants, and Sergeants.

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

Section 14.5 Discipline Record

All matters related to the maintenance of oral and written reprimands will be handled in accordance with Illinois State Laws (e.g., Illinois Personnel Record Review Act, SAFE-T Act, NIU Protocol for Personnel Files). Records of Oral and Written reprimands shall no longer be considered in the progressive discipline process after three (3) years have elapsed provided no further related discipline has been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four (4) years has elapsed, provided no further related discipline has been issued in that timeframe. Counseling statements may be used to document employee conduct, which may be either positive or negative in nature. Counseling statements shall not be considered to be part of the disciplinary record; however, they are considered as documentation of work history. Counseling statements which are negative in nature, upon the employee's request shall be removed from the employee's file after a period of two (2) years.

Section 14.6 Limitations

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

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

Section 14.7 Inquiries, Investigations, Interrogations

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

Section 14.8 Probationary Employees

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

Section 14.9 Appeal Process for Suspensions/Discharge

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

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

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

If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause. If the arbitration is not approved by the Union within fourteen (14) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the State University Civil Service Merit Board in accordance with the State Universities Civil Service System Statute and Rules, as amended.

Section 14.10 Drug and Alcohol Policy

Section 1 - Statement of Policy

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

Section 2 - Prohibitions

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

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

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

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

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

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

Drug and Alcohol Testing Following an Officer Involved Shooting

1. Unless contradicted by this Agreement, employees shall be required to abide by the Employer's General Order regarding "Use of Force General Order 300," including the section requiring each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar State law.
2. For clarity, an employee "involved in" an "officer involved shooting" is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person

- or persons.
4. The provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
 5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of termination. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

Section 4 - Order to Submit to Testing

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

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

Section 5 - Tests to be Conducted.

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

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

testing or the results thereof be obtained by the University inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the University will not use such information in any manner or forum adverse to the employee's interest;

- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or higher be considered positive and such tests to be performed on an Intoximeter RBT4 or whatever equivalent machine is deemed necessary at the time by clinical laboratory or hospital facility;
- Provide each employee tested with a copy of all information and reports received by the University in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Chief of Police and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;
- Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6 - Right to Contest

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

Section 7 - Voluntary Requests for Assistance

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

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

The provisions of this Section shall not be applicable when the request for assistance follows

the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol or is otherwise in violation of this Policy.

Section 8 - Confidentiality of Test Results

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

Section 9 - Discipline

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

- a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;
- b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including an “after-care” plan;
- d) The employee agrees to submit to random testing during work hours of work for up to one (1) year;
- e) The employee agrees to sign the appropriate releases to allow disclosure of employee’s participation in treatment and completion of any prescribed program.

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

The NIU Department of Police and Public Safety shall initiate action to dismiss an employee for:

- Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;
- Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement; or
- Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after the first finding of illegal drug use or improper alcohol use;
- Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the University to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from

performing the duties of an employee or whose continuation on active status could constitute a direct threat to the property or safety of the general public.

ARTICLE XV NON-DISCRIMINATION

Section 15.1 General Provisions

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

Section 15.2 Association Membership

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

ARTICLE XVI EMPLOYEE DEVELOPMENT AND TRAINING

Section 16.1 Training

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

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

Section 16.2 Conferences and Seminars

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

Section 16.3 Firearms' Training

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

Section 16.4 Training Record

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

ARTICLE XVII LIMITATIONS

Section 17.1 Savings Clause

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

Section 17.2 Other Expressed Limitations

This Agreement shall not supersede:

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

ARTICLE XVIII ENTIRE AGREEMENT

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

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

ARTICLE XIX TERMINATION

Section 19.1 Duration

This Agreement shall be effective upon ratification and approval of both parties and shall remain in full force and effect until June 30, 2029. It shall continue in effect from year to year thereafter, unless notice of “Request to Renegotiate” is provided in writing by registered or certified mail by either party no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of the Agreement. Notices to renegotiate, as required and provided by the Employer, shall be addressed to Metropolitan Alliance of Police Chapter #291, in care of the Local Chapter President, at NIU Department of Police and Public Safety. Notices to

renegotiate, as required and provide by Metropolitan Alliance of Police, shall be addressed to Northern Illinois University, Office of General Counsel, Altgeld Hall, Northern Illinois University, DeKalb, Illinois 60115-2854, Attn: Labor Relations. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

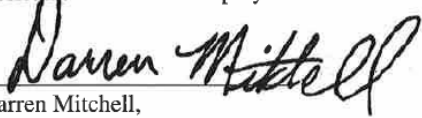
Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police, Chapter #291, hereby agree to extend the current collective bargaining agreement to provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current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

In Full Acceptance of the Agreement:

Northern Illinois University



Darek L. Williams,
Assistant Director of Employee and Labor Relations



Darren Mitchell,
Chief of Police

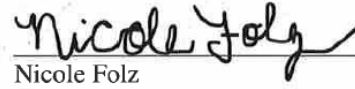


John Acardo,
Senior Associate Vice President of Human Resources
and CHRO

Metropolitan Alliance of Police



Dave Jadran
Chapter 291 President



Nicole Folz
Chapter 291 Secretary



Keith George
MAP President

COLLECTIVE BARGAINING AGREEMENT FOR THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, COUNCIL 31, LOCAL 1890

Summary: Northern Illinois University negotiates with fifteen 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:***

American Federation of State, County, & Municipal Employees, Council 31, Local 1890, representing approximately five hundred (500) employees across campus including the external campuses. The collective bargaining agreement represents the following classification:

Account Technician I, Account Technician II, Account Technician III, Administrative Aide, Administrative Assistant, Administrative Clerk, Admissions and Records Officer, Admissions and Records Representative, Admissions/Records Specialist I, Admissions/Records Specialist II, Admissions and Records Supervisor, Anthropology Curator I. Arena Physical Facilities Supervisor, Assistant Bookstore Manager, Assistant Program Director, Athletic Business Manager, Benefits Counselor, Benefits Officer, Benefits Services Supervisor, Bookstore Department Supervisor, Bookstore Manager, Broadcast Music Specialist, Broadcast News Specialist, Broadcasting Engineer, Business Manager I, Business Manager II, Campus Parking Manager, Cashier II, Cashier III, Cashier IV, Chief Broadcasting Engineer, Chief Cleric, Child Development Associate, Child Development Supervisor, Clerical Assistant, Clerk, Collection Manager, Collection Representative, Collection Specialist, Community Affairs Specialist I, Copy Center Operator III, Copy Center Operator IV, Education Center Operations Supervisor, Educational Program Evaluation Coordinator, Environmental Health & Safety Technician III, Events Administrator, Financial Aid Adviser, Financial Aid Adviser Coordinator, Graduate Placement Officer, Graduate School Specialist, Graphic Designer Associate, Housing Administrator, Housing Officer, Housing Representative, Human Resource Assistant, Human Resource Officer, Human Resource Representative, Image Processing Technician I, Immigration Specialist, Institutional Research Data Coordinator, Institutional Research Data Specialist, Interpreter for the Deaf and Hard of Hearing, Intramural & Recreation Coordinator, Inventory Clerk, Inventory Record Control Supervisor, Inventory Specialist, Laboratory Animal Care Technician, Laboratory Animal Care Supervisor, Laboratory Manager, Local Area Network (LAN) Support Specialist, Library Assistant, Library Clerk, Library Operations Associate, Library Specialist, Manager Assistant, Manager of Photographic Lab, Medical Office Associate (non-represented), Medical Officer Coordinator, Medical Office Specialist, Medical Records Administrator III, Medical Staff Services Specialist I, Multimedia Communications Associate, Multimedia Communications Specialist, Multimedia Technician, Officer Administrator, Office Manager, Office Support Associate, Office Support Specialist, Payroll Assistant Manager, Payroll Specialist

I, Payroll Specialist if, Payroll Specialist III, Photographer, Program Administrative Assistant, Program Services Aide, Principal Electronics Technician, Program Assistant, Program Coordinator, Public Functions Supervisor, Publicity Promotion Specialist, Purchasing Officer, I, Purchasing Officer II, Purchasing Officer III, Retail Services Supervisor, Routing Supervisor, Scientific Computer Programmer II, Senior Applications Analyst, Senior Electronics Technician, Senior Events Administrator, Senior Library Specialist, Senior Photographer, Space Administrator II, Special Events Facilitator, Sports Equipment Supervisor, Sports Facilities Manager, Staff Clerk, Survey Interview Supervisor, Systems Programmer II, Systems Programmer III, Telephone Operator II, Telephone Operator III, Test Specialist, Transportation Clerk, Web Specialist I, Webmaster

Scope of Negotiations: Full agreement

Tentative Agreement for Board Action: A two-year agreement, effective July 1, 2023 through June 30, 2025.

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

Local 1890

and

The Board of Trustees for
Northern Illinois University

July 1, 2023 to June 30, 2025

PREAMBLE

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

ARTICLE I RECOGNITION AND AUTHORIZATION

SECTION 1. RECOGNITION

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

SECTION 2. NEW CLASSIFICATIONS

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

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

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

SECTION 3. DELETION OF CLASSIFICATIONS

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

SECTION 4. NEUTRALITY

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

SECTION 5. MANAGEMENT WORK

All parties recognize that the department management, or designee, may perform duties normally assigned to bargaining unit employees. Such duties, as described in this section, will be in accordance with applicable state statutes, and rules and the Illinois Public Educational Labor Relations Act.

ARTICLE II NON-DISCRIMINATION

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

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

ARTICLE III GENERAL PROVISIONS

SECTION 1. APPROPRIATE ATTIRE

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

SECTION 2. SPECIAL EVENTS ATTIRE

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

SECTION 3. EMAIL

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

SECTION 4. CONFIDENTIALITY

Bargaining unit employees are expected to consider any and all information regarding the workplace as confidential. Examples include, but are not limited to: employee records, departmental data, operational plans, employment decisions (including plans under considerations), research, budget, planning, student information, donor/potential donor information, complaints/potential complaints, vendor information, patron/client information, billing, archives, research and communications. All parties acknowledge that bargaining unit employees in departments with a client base, have access to data, records,

and or conduct research, such information is considered privileged and confidential. Sharing such confidential material outside of the department, unless assigned by a supervisor, and or any other breach of confidentiality is considered a major offense, subject to corrective action up to and including termination of employment. The University reserves the right to require the employee to complete a confidentiality form as a condition of employment, including condition of continued employment.

SECTION 5. DIGNITY OF STAFF

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

SECTION 6. OFF-DUTY MISCONDUCT

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

SECTION 7. CAMPUS SMOKING

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

SECTION 8. WORKPLACE VISITORS

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

SECTION 9. PERSONAL ELECTRONICS

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

SECTION 10. UNIVERSITY RESOURCES

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

SECTION 11. BACKGROUND CHECK REQUIREMENT

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

SECTION 12. EVALUATIONS FOR PROBATIONARY EMPLOYEES

Effective January 1, 2024, the Employer agrees to provide employees on a 6-month probationary period a written evaluation in the third month of their probationary period. For employees on a 12-month probationary period, the employer will provide a written evaluation in the 5th and 9th month of the probationary period. Both parties recognize that a remedy to grievances based on this section does not include a waiver of the employer's right to terminate an employee during the probationary period.

SECTION 13. PARKING PERMIT RATES

For the 2024-2025 academic year, which begins on July 1, 2024, the Union and the Employer recognize that the parking permit rates are determined by the Employer. Bargaining unit members will receive the same parking permit rate that is applied to non-union faculty and staff.

ARTICLE IV UNION RIGHTS

SECTION 1. TIME OFF FOR UNION ACTIVITIES

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

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

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

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

All contract negotiations will be held on campus during normal business hours, unless otherwise mutually agreed to by the Union and the Employer. Grievance meetings will be held during normal business hours virtually, unless otherwise mutually agreed to by the

Union and the Employer.

SECTION 2. ACCESS TO THE CAMPUS BY UNION REPRESENTATIVES

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

SECTION 3. UNION ORIENTATION

New employees will be allowed up to one hour for new employee orientation, on campus, without loss of pay for the employees, including those representing the union. Orientations will be scheduled twice monthly, on the first and third Monday of the month, at 3:30 pm. The days and times of new employee orientation can be amended by mutual agreement of the parties.

SECTION 4. INFORMATION

The Employer shall provide the Union, once a month and upon request, a complete list of the names and addresses of the employees in the bargaining unit. At the time the Employer provides such list, it shall also provide the Union, in an Excel file or other mutually agreed upon editable digital file format, the employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within 10 calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an Excel file or other mutually agreed upon editable digital file format, the following information about the new employee: the employees name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

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

SECTION 5. LABOR MANAGEMENT

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

SPECIAL MEETINGS

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

in writing (electronic mail included as appropriate communication), and sent to the Director of Employee and Labor Relations

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

SECTION 6. UNION BULLETIN BOARDS

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

SECTION 7. UNION SECURITY

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

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of each employee, employee identification number, and the individual employee deduction(s).

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

Deductions shall remain in effect until: (1) the Employer receives notice that an employee has revoked their authorization in writing in accordance with the terms of the authorization; or (2) the employee is no longer employed by the Employer in a bargaining unit position represented by the Union. Employee requests to authorize, revoke, cancel, or change authorizations for payroll deductions for the Union shall be directed to the Union.

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

ARTICLE V DISCIPLINE

SECTION 1. PROGRESSIVE DISCIPLINE

The University subscribes to the principles of progressive and corrective discipline and shall discipline employees for just cause only. The University’s agreement to use progressive and

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

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

SECTION 2. MANNER OF DISCIPLINE

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

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

SECTION 3. REMOVAL OF DISCIPLINE FROM CONSIDERATION

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

SECTION 4. DISCHARGE

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

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

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

1. Elect to follow the procedures for review in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110e (1) through (7).

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

SECTION 5. POLYGRAPH EXAMINATIONS

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

SECTION 6. INVESTIGATORY INTERVIEWS

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative of the University, in which the employee has a reasonable belief that the interview may result in disciplinary action against him/her, the employee shall have the right to request union representation, in accordance with Appendix B Weingarten Rights.

SECTION 7. NO CALL/NO SHOW

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

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1. DEFINITION

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

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

SECTION 2. PROCEDURE

All grievances shall be filed in accordance with the provisions herein. The grievance may be an employee or group of employees or the Union. Grievances are to be submitted on a form provided by AFSCME, filed in good faith, and specifies the article of this agreement that was violated by the Employer. An employee may choose to pursue a Step 1 grievance with or without representation. The Union shall be notified, by the University, prior to all grievance meetings, and shall have the right to be present at all grievance meetings. When an agreement is reached between the Union and University Labor Relations staff, such agreement shall be reduced to writing and the written agreement shall be binding on the parties upon signature by the authorized parties.

SECTION 3. TIME LIMITS

The Union will have ten (10) workdays from the incident/issuance of discipline, or compensation

dispute, in which to file a grievance. If, at any step within the grievance procedure, the University fails to respond within the time limits herein set forth the grievant may appeal the grievance to the next step within five (5) working days of the day the University response was due. Failure of the grievant or the Union to comply with the time limits of this article shall render the grievance withdrawn by the Union and/or grievant. For the purposes of the grievance procedure, workdays are considered to be Monday through Friday, 8:00 am to 4:30 pm.

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

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

SECTION 4. GRIEVANCE STEPS

STEP ONE: EMPLOYEE-SUPERVISOR DISCUSSION

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

STEP TWO: FORMAL WRITTEN GRIEVANCE TO IMMEDIATE SUPERVISOR

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

STEP THREE: DIRECTOR OF EMPLOYEE AND LABOR RELATIONS

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

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

PRE-ARBITRATION MEDIATION

With the exception of discharge, if the grievance is not satisfactorily resolved at Step Three, the Union may request to advance the grievance to mediation within ten (10) workdays of the step 3

response or the date on which the response was due, whichever occurred first. Mediation shall be requested by written notice to the Director of Employee and Labor Relations or his/her/their designee, and upon mutual agreement between the University and the Union, the two parties shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing. Only in the event of a mutual waiver, the grievance may be advanced directly to arbitration as set forth below.

STEP FOUR: ARBITRATION

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

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

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

ARTICLE VII HEALTH AND SAFETY

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

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

An employee shall immediately report any unsafe working condition or work practice to their immediate supervisor. If the matter is not, or cannot be resolved at that time, it may immediately be taken by the Union to the Facilities Health and Safety Officer. The University shall not require employees to work in areas deemed, by the Facilities Health and Safety, to be unsafe or

unhealthy. The University and bargaining unit employees will endeavor to maintain a respectful working environment for employees, free from harassment, intimidation, or workplace violence.

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

ARTICLE VIII ADA PROCEDURES

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

ARTICLE IX WORK SCHEDULES

SECTION 1. HOURS OF WORK AND OVERTIME

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

A normal work week, for full-time employees, is thirty-seven and one-half (37¹/₂) hours. Hours of work shall be consecutive except for meal periods, which shall not be less than one-half (1/2) hour or more than one (1) hour in accordance with individual department practices.

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

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

SECTION 2. REQUIRED ATTENDANCE

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

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

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

SECTION 3. HOLIDAYS AND CLOSURES

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

In accordance with the manner set forth for the entire campus, the University may be closed during December and January holiday break. All parties agree that in such a case,

employees may be required by the University, to either use vacation benefits or elect to use a non-pay status for a period of days immediately before or after scheduled closure.

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

SECTION 4. VOLUNTEER ACTIVITY

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

SECTION 5. CALL BACK

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

SECTION 6. TIME SHEETS

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

SECTION 7. SUMMER FLEX

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

ARTICLE X. PERSONNEL FILES

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

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

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

ARTICLE XI. JOB DUTIES

SECTION 1. JOB DESCRIPTION

The supervisor of the bargaining unit employee will provide a job description to bargaining

unit employees on their first day of employment and on any subsequent first day in a new classification.

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

SECTION 2. DESK AUDITS

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

SECTION 3. INTERVIEW AND TESTS

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

SECTION 4. PROMOTIONS

Effective January 1, 2024, promotions will be based on University Policy.

SECTION 5. PROFESSIONAL DEVELOPMENT

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

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

SECTION 6. TEMPORARY REASSIGNMENT WITHIN CLASS SPECIFICATIONS

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

any emergency situation, may be temporarily assigned to other duties, but such assignments will not reduce the employee's wages.

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

SECTION 7. WORKLOAD EVALUATION

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

ARTICLE XII. COMPENSATION AND BENEFITS

SECTION 1. BOARD OF TRUSTEES BENEFIT PROVISIONS

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

SECTION 2. OFF CYCLE SALARY ADJUSTMENTS

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

SECTION 3. TEMPORARY WAGE ADJUSTMENT

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

SECTION 4. TEMPORARY UPGRADE

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

SECTION 5. OVERTIME/COMPENSATORY TIME

A. OVERTIME

1. There is no guarantee of overtime hours. Bargaining unit employees will receive advance written approval from department directors/supervisors prior to working beyond regular scheduled hours.
2. Overtime hours are permitted on an as-needed and case-by-case basis as determined by the department directors/supervisor.
3. Bargaining unit members will be paid overtime in accordance with the University Policy (*see Schedules, Hours and Overtime policy for more information*).
4. Flex scheduling will not be utilized in a manner to deny an employee from being paid for previously worked Overtime.
5. Exempt (salary) employees are not eligible for overtime or compensatory time.

B. COMPENSATORY TIME

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

SECTION 6. CALL BACK PAY

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

SECTION 7. WAGE INCREASES

i. INCREMENT

Effective July 1, 2023, the bargaining unit members hired before July 1, 2023 will receive a 5% increase. To be eligible for the increase, bargaining unit members must be hired before 7/01/2023, employed with NIU, and in the bargaining unit at the time the NIU Board of Trustees approves this agreement.

Effective July 1, 2024, the bargaining unit members will receive either the equivalent of the campus increment for non-negotiated employees or a 3% increase, the greater of the two but not both. The increase will be subject to the same eligibility requirements for non-represented employees.

ii. YEAR ONE TIME LUMP SUM PAYMENT

Year 1: Effective following the NIU Board of Trustees Approval

In 2023, bargaining unit members will receive a one-time lump sum payment following the approval of the Board of Trustees. The NIU Board of Trustees will conduct a special meeting in November 2023 under the condition that the union ratify this cba by the end of business day on October 27, 2023. The one-time payment will be paid on or before 12/15/2023.

The amount of the one-time payment is based on the member's hiring date into a civil service position.

Members hired:

Between 8/01/2021 and 6/30/23 will receive	\$ 750
Between 4/01/2017 and 7/31/2021 will receive	\$ 800
Between 6/1/2008 and 3/31/2017 will receive	\$1100
Before 6/1/2008 will receive	\$1150

To be eligible for the one-time payment, bargaining unit members must meet the eligibility criteria outlined above as well as: be employed with NIU, and remain members of the bargaining unit at the time that the NIU Board of Trustees approves this agreement. Parties acknowledge that one-time payment is not subject to SURS withholding.

iii. YEAR 2 APPLICATION TO THE BASE

Effective 7/01/2024, bargaining unit members will receive the equivalent of the annual wage adjustment below, which will be added to the employee's base pay:

Members hired:

Between 8/01/2021 and 6/30/23 will receive	\$ 750
Between 4/01/2017 and 7/31/2021 will receive	\$ 800
Between 6/1/2008 and 3/31/2017 will receive	\$1100
Before 6/1/2008 will receive	\$1150

Hourly employees will receive the wage adjustment as an hourly wage increase based on hours in pay status. To determine adjustment for hourly employees, the wage adjustment for year two will be divided by 1950 (base hours in pay status in a year), then applied to the hourly employee's hourly rate of pay.

Salary employees will receive the wage adjustment in each pay period in pay status. To determine adjustment for salary employees, the wage adjustment for year two will be divided by 24 pay periods then applied to the salary employee's regular semi-monthly rate of pay.

The wage adjustment in year two will occur before the application of the annual increment described in this article under section 7 (i), paragraph 2, regarding the 3% increase on July 1, 2024.

iv. START RATE

Effective January 1, 2024, the Employer will raise the minimum start rate to \$16/hour. Any employee making less than \$16/hour will be raised to that rate.

v. ALLOCATION FOR INVERSION

Effective January 1, 2024, the Employer will allocate \$133,000 to address inversion to the following classifications:

Office Support Associate, Office Support Specialist, Office Manager, Office Administrator, Administrative Aide, Administrative Assistant, Admissions/Records Representative, Senior Business Manager, Accounting Officer, Financial Aid Coordinator, Library Specialist, Senior Events Coordinator, Procurement Officer

ARTICLE XIII MANAGEMENT RIGHTS

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

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

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

ARTICLE XIV WORK RULES

During the term of this Agreement, the University agrees not to adopt or enforce policy and rule changes which would adversely affect only the employees covered by this Agreement. All parties recognize the University does not waive its right to adopt, create, and enforce policies for the workforce.

ARTICLE XV STUDENT EMPLOYEES/EXTRA HELP

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

ARTICLE XVI LAYOFF

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

ARTICLE XVII SUBCONTRACTING

It is the general policy of the University to utilize employees to perform work appropriate to the employee's classification. The University will attempt to minimize the impact on affected employees as a result of sub-contracting or contracting out of work. The University agrees to notify and discuss with the Union thirty (30) days prior to the sub-contracting or contracting out of work which may result in the layoff or loss of pay for employees covered by this Agreement. In the event of subcontracting or contracting out of work which results in layoff or loss of pay for any employees, Human Resource Services will provide career counseling, qualification testing, and placement services to such employees. The University will, subject to Civil Service System Requirements, offer to such employees positions the University is currently seeking to fill at the same or comparable pay rate if possible.

ARTICLE XVIII PRINTING OF THE AGREEMENT

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

ARTICLE XIX NO STRIKE/NO LOCK OUT

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

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

ARTICLE XX PARTIAL INVALIDITY

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

ARTICLE XXI ENTIRE AGREEMENT

SECTION 1. DURATION OF THE AGREEMENT

The effective date of this Agreement shall be the date of approval by the Northern Illinois University Board of Trustees, **July 1, 2023** and shall remain in full force and effect until **June 30, 2025** and thereafter from year to year unless either party gives written notice at least ninety (90) days prior to the expiration date to the other of its intent to terminate or modify the Agreement. The contract shall remain in effect during the period when the parties are negotiating a successor and until a successor is effective, unless either party shall notify the other of its intent to terminate the contract no sooner than ninety (90) days after such notice is given, which in no case shall be prior to the expiration date of the contract.

SECTION 2. AUTHORITY OF THE AGREEMENT

This Agreement shall not supersede the following, in which all parties agree to comply with:

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

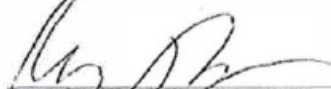
SECTION 3. AGREEMENTS

This Agreement is the complete and final expression of all obligations and restrictions imposed on each of the parties during the term of this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. In accordance with the Illinois Educational Labor Relations Act and applicable law, nothing herein shall be deemed or otherwise construed as a waiver of the Union's right to bargain over any changes in working conditions that arise during the term of this Agreement.

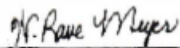
Acceptance by the Parties


In witness whereof, the parties hereto have executed this Agreement by the following authorized officers and representatives:

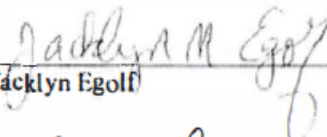
AFSCME, Local 1890


Rick Surber
AFSCME, Council 31
Staff Representative

Bargaining Committee:

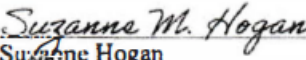

Rave Meyer, Local President


Nicole Adams


Jacklyn Egolf



Angie Gastro

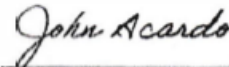

Joe Gruber

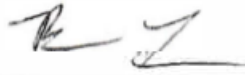

Suzanne Hogan


Leonard LeGrand

Northern Illinois University


Jesse Perez, EdD, JD
Chief Negotiator
Director, Labor Relations
Office of General Counsel


John Acardo
Senior Associate Vice President &
Human Resources Officer



Bryan Lutes



Felicia Owens



Daksha Patel

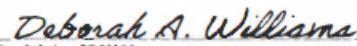


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Debbie Williams

2023 ANNUAL PERFORMANCE REVIEW OF PRESIDENT FREEMAN

Summary: The Northern Illinois University Law requires the Board of Trustees to “complete an annual performance review of the president,” and such review “must be made available to the public on the University’s Internet website.” 110 ILCS 685/30-195(8) and 110 ILCS 685/30-200.

The 2023 Annual Performance Review of President Freeman is included below with the following items: President Freeman’s summary memorandum to the Board of Trustees and the Board of Trustees summary memorandum to President Freeman.



Northern Illinois University

Office of the President

November 1, 2023

Dear Chair Wasowicz and Members of the Northern Illinois University (NIU) Board of Trustees:

This past year saw measurable progress on the university's annual and multiyear goals, attributable to the creativity, commitment and resilience of NIU faculty, staff, students and supporters. I am proud of the myriad ways that members of our university community have embraced shared leadership to look beyond the pandemic and adjust to changing economic and social conditions. I am grateful for their continued confidence and encouragement, as well as for the strong support I have received from our Board of Trustees.

The dedication of NIU faculty and staff to our mission, vision and values is tangible at every level. We work together to foster an inclusive and engaging learning environment. We strive to advance student success and social mobility; create knowledge and works of art; and collaborate with community partners to enrich teaching, learning, research and scholarship. When challenged, our Huskie community exhibits grit, passion, optimism and respect for each other's diverse perspectives and experiences. NIU is moving forward on a positive trajectory, and my husband Doug Rose and I are proud to continue our annual practice of donating \$25,000 to support student scholarships.

Below, I highlight NIU's progress across our six strategic themes: empowerment and shared responsibility; student recruitment, student success and student experience; academic excellence and curriculum innovation; diversity, equity and inclusion; research, scholarship, artistry and engagement; and resource development and fiscal responsibility.

Empowerment and Shared Responsibility

This past year, NIU continued to promote shared leadership to strengthen institutional culture, create meaningful pathways for faculty and staff professional development, increase opportunities for collaborative problem solving and enhance accountability, building on our previous efforts to formalize shared leadership definitions and best practices. Notable examples of shared leadership in action include the bridging model being used to pursue objectives of [Strategic Enrollment Management Plan 2.0](#), the [DRAFT Sustainability and Action Plan](#) posted for comment by the Sustainability and Action Planning Task Force, the transition to multiyear budgeting in accordance with the [Budget Resource Planning Group recommendations](#) and the Digital Accessibility Task Force formed by interested employees from multiple divisions. Through shared leadership initiatives, we are developing employee potential and fostering pride.

NIU has grown more intentional in providing coaching and professional development experiences to faculty and staff who assume leadership responsibility at different levels, and we are proud to see Huskies represented in programs sponsored by organizations ranging from the [PKAL STEM Leadership Institute](#) to the [NACUBO Fellows Program](#). In addition, the university continued to expand its offerings for supervisor training and for emerging faculty and staff leaders. Between 2017 and 2023, the number of participants in our [signature faculty leadership programs](#)—the MAC Academic Leadership Development Program and

the Emerging Faculty Leadership Program—has increased from three to 14 each year. Moreover, in 2023, the President’s Office welcomed a second Presidential Staff Fellow and a second cohort of 16 participants in the Staff Professional Development Academy.

Participants in these programs have had significant positive impact on NIU. For example, more than 15 of the 43 alumni of our faculty leadership programs currently occupy academic leadership positions at NIU, serving as chairs, directors, associate deans and faculty athletics representative (FAR). Staff fellow projects have resulted in a more expansive and inclusive staff awards process along with changes to make campus parking more responsive to the needs of our residential students and hybrid workforce.

Our intentional efforts to develop leaders from the ranks of our faculty and staff will help us achieve our multiyear goals related to the theme Empowerment and Shared Responsibility by building capacity, providing a strong foundation for succession planning and enhancing employee engagement. In fact, we have already seen improvement in the relevant dimensions of the ModernThink Higher Education Insight Survey, including a 3% increase in the percentage of faculty and staff expressing satisfaction with professional development opportunities.

In addition to the efforts described above, NIU is continuing to use a shared equity leadership approach to scale work focused on enhancing diversity, equity, inclusion and belonging (DEIB). Outcomes are reported below under that theme.

Student Recruitment, Student Success and Student Experience

Driven by our mission, vision and values, NIU responded to the change and disruption caused by the pandemic with plans to become stronger, more sustainable and more purposeful about achieving our enrollment and equity goals. Our updated [Strategic Management Plan 2.0](#) recognizes that effective enrollment management requires intentional, effective strategies for recruiting new students and for retaining currently enrolled students and fostering an environment that encourages all our students to persist and complete their degrees. Accordingly, it provides for regular outcomes evaluation through integration with the university’s annual and multiyear goals.

Student Recruitment

Undergraduate Enrollment: The Huskies who joined NIU in the fall 2023 class are academically accomplished. According to the official 10-day count, total freshman enrollment is 2,202. These newly arrived scholars and leaders come to NIU having earned an average high school GPA of 3.42, the second consecutive year that the incoming freshman class has set this record. Under the university’s [test-free admission and merit scholarship processes](#), NIU awarded more than \$7.2 million in merit scholarships to new freshmen who arrive with cumulative high school GPAs of 3.0 or higher. Nearly 20% of incoming freshmen had 4.0 high school GPAs, while 36% of new freshmen had high school GPAs of 3.7 or higher. In 2023, the Honors Program added 282 new freshmen, and now has a total enrollment of 1,073 honors students, an increase of 14% over last fall.

While the number of new enrolling freshmen did not match the exponential growth over the past six years, the demographics of these students remains reflective of our public mission. They are an economically, socially and racially diverse group of learners, with 57% first-generation college students, 53% Pell grant recipients, and 70% students of color. NIU’s [AIM HIGH Huskie Pledge program](#), funded by the State of Illinois, continues to ensure that qualifying Illinois students from lower-income households can attend college with no tuition or general fees for their first year, and potentially beyond. This fall, 866 incoming students were eligible and will not have to pay out-of-pocket expenses for tuition and general fees. Further, NIU experienced an enrollment increase in new transfer students this fall of 6%

over a year ago—to 1,325 students.

For the first time in NIU's history, Latinx students represent 25% of NIU's total undergraduate population. The significance of this achievement is that it places the institution on a trajectory to receive full designation as a Hispanic Serving Institution (HSI). Recruitment and retention of international students has been another area of success. NIU's total fall enrollment of students from outside the United States surpassed the 1,000 mark for the first time since 2016. In all, international students represent 73 different countries. NIU has continued to place great significance on the value and importance of a diverse university community, and this year's class demonstrates that this message resonates with students.

Graduate and Professional Enrollment: In Fall 2023, total enrollment in the College of Law was stable year over year with 314 students, an increase of two students compared to Fall 2022. However, this fall saw a 1.9% decrease in total graduate enrollment to a total of 3,832 students. This is consistent with national trends that show slowing growth of graduate enrollments. For example, available national data show that between Fall 2021 and 2022, first-time graduate enrollment at doctoral universities with high research activity (R2) decreased 4.7%. In this environment, it is important that NIU is acting intentionally to strengthen graduate programs and improve the graduate student experience as described below under Theme 3.

Student Success and Student Experience

While we recognize that enrollment of new students is essential to the academic mission, NIU has not taken for granted the critical nature of student retention. In Fall 2023, our total enrollment of 15,504 exceeded 15,360, the targeted enrollment minimum developed with consideration for the smaller pool of continuing students resulting from two years of negative pandemic impacts on student persistence. NIU's retention of first-time, full-time students increased over 5 percentage points, from 65% in 2022 up to over 70% in fall 2023. Significantly, the retention rate of first-generation students increased 6 percentage points year over year as we continue to focus on reducing and eliminating equity gaps. It is gratifying to see that we have made substantial progress alleviating barriers that hinder student success, retention and persistence through our intentional focus on providing effective transitions into the Huskie family, and increased attention to the academic, mental, physical, social and emotional needs of our talented, diverse student body.

One positive example—the Quality Initiative pursued as part of our reaccreditation by the Higher Learning Commission, *Success in Gateway Courses for All*—demonstrates that it is possible to reduce systemic barriers to student success when goals are aligned with mission; data is used to drive action; and the community shares responsibility for student outcomes. With the goal of increasing students' success in courses they need to take to advance within a major or complete general education requirements, teams of faculty and staff focused on interventions related to pedagogical practices, academic and co-curricular supports. Innovation was encouraged. Data collection and feedback were emphasized. Success rates improved in half of the courses addressed, and equity gaps reduced in almost one-quarter of all courses addressed. The Quality Initiative also propelled pilots for new interventions that have demonstrated great promise such as eight-week courses and course credit recovery modules. We plan to continue and expand these to even better support student success.

In addition to the progress made increasing persistence and graduation rates, we are increasing available opportunities for NIU students to build skills, confidence, experiences and networks to help them achieve strong first jobs, personal and professional success. For example, our partnership with [Braven](#) continued to evolve with more students served, more NIU alumni engaged as mentors and new opportunities for

improvement and growth. Overall, NIU Braven Fellows expressed a high degree of satisfaction with their Braven experience. For example, 60% agreed that the accelerator course was superior to other virtual courses they had taken, and 75% thought that Braven greatly improved their chances of getting the jobs they want after graduation. In addition, participation in the Braven Accelerator was associated with increased internship attainment. NIU Fellows also offered suggestions for improving the Braven experience by adding in-person events and providing more interactions with peers who share their specific career aspirations and with leadership coaches who work in their chosen fields. Accordingly, we are working with our Braven partners to expand career-specific coaching, mentoring and networking opportunities, as well as to provide NIU Fellows with at least two in-person engagements per semester. We are enthusiastic about opportunities to grow and strengthen the NIU Braven community.

The university's plan to sustain a thriving fraternity and sorority community also gained momentum over the course of the past year when DeKalb City Council backed our plan to construct the NIU Center for Greek Life at the intersection of West Hillcrest Drive and Blackhawk Road in the "Greek Row" area of DeKalb's Annie Glidden North Neighborhood. University leaders are enthusiastic about strengthening NIU's Greek community because research shows participation in fraternity and sorority life helps new students successfully transition to college and positively impacts myriad student engagement measures, including perception of a supportive campus environment, student-faculty interactions, collaborative learning and discussions with diverse others. Accordingly, we want to support members of our NIU fraternities and sororities and to promote the shared community values formulated by our Interfraternity Council, Multicultural Greek Council, National Pan-Hellenic Council and Panhellenic Council at NIU: service, cultural awareness, scholarship, leadership and siblinghood. The NIU Center for Greek Life will create a space that encourages students to study, to socialize and to collaborate with each other and with DeKalb partners for the betterment of our campus and community. The center will also serve to attract Greek alumni back to the DeKalb campus for events such as Homecoming, connecting students and alumni.

Academic Excellence and Curriculum Innovation

NIU is dedicated to sustaining academic excellence and preparing undergraduate and graduate students to be leaders in existing and emerging fields. To achieve these outcomes, the university is working to support and incentivize curricular experimentation, as well as to diminish the biases and barriers that discourage faculty from pursuing research and scholarship that is innovative, entrepreneurial, transdisciplinary, publicly engaged or social-justice oriented. To these ends, we have invested in an Office of Research Development and a Curricular Innovation Grant Fund. Further, university leaders are collaborating with faculty shared governance to modify policies related to faculty hiring, retention and advancement. NIU has taken significant steps forward, as evidenced by productive conversations occurring across the academic units and faculty senate committees, including the Faculty Senate Personnel Committee.

Of course, the most inspiring outcome from our focus on curricular experimentation is the work proposed and in progress by NIU faculty members. Twenty NIU faculty members proposed projects that were funded through the new [internal grants](#) program in topic areas that included immersive learning, inclusive teaching, open educational resources, virtual reality, community engagement and interdisciplinary approaches. Huskie faculty were also successful in procuring external funding to support curricular innovation. For example, NIU co-Principal Investigators from our Institute for the Study of Environment, Sustainability and Energy received funding from the National Science Foundation to work collaboratively with STEM and business faculty members from three universities to create and rigorously assess transdisciplinary curriculum modules focused on sustainability.

This past year, the university also saw continued progress in our multiyear effort to strengthen graduate programs and enhance the graduate student experience, as actionable recommendations put forward last year were implemented. Progress was made in all four focus areas: creating a graduate student community that supports its success; aligning tuition waivers to support graduate student success; setting expectations for graduate student stipends and mandatory fees; and ensuring adequate resources for strong and strategic programs. As the fall semester started, it was gratifying to see the inaugural cohort of 10 graduate student ambassadors welcome new Huskies from around the world to our DeKalb campus, helping with airport and luggage issues and directing them to important resources such as child care, grocery, transportation and banking options. It was also encouraging to see significant changes in NIU's graduate assistantship policies and procedures move forward to make our practices more equitable and student-centered. We appreciate the action taken by the Board of Trustees at its June 2023 meeting to lift the 20-hour-per-week limit on workload so that NIU can more effectively support graduate students on assistantship.

The work described above reflects NIU's commitment to supporting and enhancing the academic and career aspirations of Huskie undergraduates, graduate students and faculty, as well as our desire to discover and develop innovative solutions to complex problems. It is also important for us as a public university to ensure that our academic programs meet societal needs, particularly those of our region and state. To this end, we have been collaborating with other Illinois institutions of higher education to expand educational opportunities and improve service to non-traditional students who are place-bound and/or part of the incumbent workforce.

In 2023, NIU continued to offer selected degree completion programs targeted to meet student demand and address critical workforce shortages on the campuses of Rock Valley, William Rainey Harper and Elgin community colleges. Our offerings at Harper College even expanded to include a Master of Science in Education degree. We also remained part of the Early Childhood Access Consortium for Equity, a collaborative effort across state agencies, public and private higher education institutions and other partners designed to address the shortage of qualified early childhood educators by aligning systems and creating programs that facilitate the pursuit and completion of credentials by members of the incumbent workforce.

Participation in these initiatives has drawn positive attention to NIU as an institution committed to centering student success and capable of effective collaboration with industry and community college partners. Accordingly, we have been offered exciting new partnership opportunities. Recently, we signed an MOU to offer five programs of study at a new University Center associated with McHenry Community College. We also entered a collaboration with TCCI Manufacturing, Richland Community College and the University of Illinois Urbana-Champaign to create a training academy with educational pathways and immersive experiences that prepare students for careers in the growing fields of electric vehicle manufacturing, climate technology and clean energy.

Diversity, Equity and Inclusion

NIU's overall commitment, progress and accomplishments related to DEIB were again recognized nationally in 2023. For a third consecutive year, the university received the [Higher Education Excellence in Diversity \(HEED\) Award](#) from *INSIGHT Into Diversity* magazine. And for a second consecutive year, we have been recognized by [Campus Pride](#) as one of the Best of the Best Colleges and Universities for LGBTQ+ students, a designation bestowed on only two universities in Illinois and 30 universities nationally. We appreciate being acknowledged for the progress NIU has made advancing DEIB through our programs, policies, practices and culture. We are also grateful to be governed by a Board of Trustees

and a state-level Board of Higher Education that are firmly committed to a higher education ecosystem that reinforces equity, sustainability and growth.

The diversity of the Huskie students is an important dimension of our excellence. We strive to make NIU a place where they and all members of the campus community feel heard, valued and respected, regardless of their gender, gender identity, culture, race, ethnicity, sexual orientation, faith, age, ability, political views, background or lived experience. We make this commitment understanding that our diversity, coupled with an environment that supports the free expression and exchange of ideas, will prepare our students to be critical thinkers, compassionate leaders, successful professionals and members of a thriving democracy. These aspirations are aligned with NIU's Baccalaureate Learning Outcomes as well as with the University Goals.

Accordingly, in 2023, NIU hosted a series of structured opportunities designed to engage students in rigorous dialogue about difficult issues. These include on-campus workshops and conferences supported by the divisions of Student Affairs, Academic Affairs and Academic Diversity, Equity and Inclusion, as well as field trips and study-away experiences centered around challenging histories, untold stories and impacted communities. Recently, the Huskie community was energized by the participation and presentations at the inaugural conference put on by NIU's Truth, Racial Healing and Transformation (TRHT) Center, *The Real Talk Conference: Bridging Race, Identity and Community*. It was inspiring to have students, faculty and staff with different lived experiences come together to focus on our interconnectedness as human beings and the opportunity to transform our community and our collective future.

The success of that conference was enhanced by the vision of Carol Sumner, NIU's dynamic, new vice president for Diversity, Equity and Inclusion/Chief Diversity Officer who joined the university in July 2023. She was attracted to the Huskie family because of our strong commitment to DEIB and the many opportunities to advance shared equity leadership and utilize actionable data to shape the climate, systems and processes encountered by our students and employees. Going forward, her enthusiasm, experience and collaborative spirit will guide development of annual and multiyear goals and timelines informed by our climate survey data and aligned with our multiyear budget plans.

Research, Scholarship, Artistry and Engagement

NIU fulfills its public mission not only by enrolling and graduating students from groups historically underserved by higher education, but also by producing research, scholarship and engagement with societal impact. The faculty, staff and students who create and apply new knowledge are supported by both the university and external sponsors. In 2023, there was substantial investment, progress and success to celebrate.

In FY23, NIU faculty and staff secured \$57 million in sponsored external funding exclusive of COVID relief funding, an increase of 34% over last year and 60% since 2019. This funding included federal investments in university infrastructure to enable cutting-edge research and education, public programming to deliver social and educational services across the region and highly competitive research career awards that infuse innovative research and teaching. This year also marked the first time that a medical device incorporating NIU-licensed technology was cleared for use by the Food and Drug Administration. These endeavors advance NIU's standing among Carnegie High Research Activity (R2) universities, strengthen our designation as a Carnegie Community Engagement institution and enhance the recognition that NIU has received from the Association of Public and Land-grant Universities as an Innovation and Economic Prosperity University.

NIU is highly committed to using our expertise and resources to prepare our students and the communities we serve for a century of change. We also take great pride in providing our students with significant opportunities to work side by side with outstanding faculty in settings beyond the classroom. Together, they are addressing complex questions related to environmental and ecosystem change and adaptation, rapidly advancing technology, shifting demographics and systemic inequality, using transdisciplinary approaches to develop innovative socially responsible solutions.

To support this work and respond to recommendations received from Huskie faculty and staff, NIU has strengthened the infrastructure available to support transdisciplinary teaching, scholarship and engagement. For example, the new [Office of Research Development](#) was launched to facilitate transdisciplinary, cross-university, multi-institutional proposals and awards. Furthermore, a new research cluster, the Transdisciplinary Research Incubator for STEM Education ([T-RISE](#)), was established to support university and national priorities related to broadening participation and increasing student success in STEM areas. This initiative will bring together scientists, engineers, mathematicians, social scientists and humanities researchers to design and conduct STEM education research related to three broad themes: science of learning; equity; and pedagogical innovation. Student experiences in STEM programs at NIU and elsewhere will be enriched by this faculty-driven work.

Across our campus and community, there is sustained interest and enthusiasm for initiatives associated with the Northern Illinois Center for Community Sustainability (NICCS). To date, programs associated with NICCS have attracted more than \$2.7 million in sponsored funding to support teaching, research, community engagement and policy development. As a result, NIU students have been engaged with expert faculty in prairie restoration, climate modeling, grant review panels, local foods initiatives and more. Partnerships with corporate, government and non-profit partners are expanding. And we are most excited that plans for the NICCS building are moving forward as the design-build consultant meets with focus groups comprised of faculty and staff interested in food systems and water resources, climate change and environmental adaptation, community sustainability and community engagement to inform plans for the building, instrumentation and equipment. The composition of the focus groups reflects the transdisciplinary nature of NICCS with members drawn from a majority of NIU's divisions and colleges.

Broad campus support for transdisciplinary research, entrepreneurship and evolving forms of scholarship is also evidenced by our Faculty Senate's efforts to improve processes related to faculty hiring, tenure-and-promotion and the [recommendations](#) put forward by the Centering Engagement, Driving Impact Task Force. NIU faculty and staff want to connect their work to societal and environmental challenges and be credited by rewards systems that recognize the full range of their talent and contributions. As noted above, the Faculty Senate Social Justice Committee Subcommittee on Academic Affairs, the Faculty Senate Personnel Committee and NIU academic leaders are engaged in productive conversations about revising [Faculty Senate Bylaws Article 8](#), the section of our governing documents that addresses the academic personnel process .

NIU's emphasis on elevating public impact scholarship and promoting a more equitable research enterprise is aligned with [federal multi-agency research and development priorities](#). As the result of effective advocacy by higher education leaders including NIU research scientists and federal relations staff, funding agencies are being encouraged to *"support regional innovation and workforce development with an emphasis on emerging research institutions and historically underserved communities"* and to *"assist emerging research institutions to compete effectively for federal funding."* NIU has already benefited from a competitive [Department of Energy initiative](#) designed to diversify participation in STEM and leadership in the physical sciences, including by providing internships, training programs and mentor opportunities at universities that serve historically underrepresented groups. The

NIU program selected for funding by the Office of Higher Energy Physics is led by co-Principal Investigators from the College of Business and the College of Engineering and Engineering Technology and is intentionally transdisciplinary.

As faculty, staff and student interest in transdisciplinary approaches grows, and research continues to affirm the long-term positive impact of such scholarship, NIU is committed to dismantling barriers and directing support to transdisciplinary collaboration. This past year, we have made progress building administrative support structures, developing physical spaces and investing resources in pursuit of these goals. Going forward, we must continue that work, and also accelerate our efforts to strengthen recognition and rewards systems.

Resource Development and Fiscal Responsibility

NIU's public mission requires us to be good stewards of university funds, as well as to be student-centric, equity-minded and true to our mission, vision and values. Our senior leaders advocate consistently and forcefully for reliable, equitable and sufficient investment in NIU and public higher education by the State of Illinois. At the same time, we recognize that securing our future will require us to be proactive and realistic in aligning recurring revenues and expenses. To this end, members of the 2022 Budget Planning Workgroup recommended that the university achieve a structurally balanced budget by FY 2025 through a combination of revenue generation, expense reduction and resources reallocation. They also provided several specific suggestions that were incorporated into annual and multiyear university goals.

NIU's vice president for Administration and Finance/Chief Financial Officer joined the university in January, and our interim executive vice president/provost assumed her role in July. In a short period of time, these leaders have established a strong working relationship focused on addressing the university's financial realities and sustaining a budget that is academically responsive and fiscally responsible. Moreover, they have embraced the key recommendations and call to action put forward by the Budget Planning Workgroup. By committing to transparency and modeling honest communication and effective collaboration, they are motivating faculty and staff leaders and teams across the university to take significant and sometimes painful steps to align operational expenses with revenue projections and preserve the important mission of our university in a sustainable way.

A commitment to transparency also underlies the university's practice of regularly updating the Board of Trustees about our financial performance, and progress related to facilities and technology priorities. A key element of that transparency is the public nature of these presentations; another is sharing information in a format that is easily understandable to non-experts. Over the course of the past year, the university has modified the templates used to present budget and financial summaries to provide greater clarity regarding the assumptions and parameters associated with major revenue and expense categories. The university appreciates the Board of Trustees' support for these changes. We hope that the new format will enable richer public dialogue about how NIU revenue and expenditures align with the university's mission, core values and strategic priorities, and how we will achieve long-term fiscal sustainability.

With respect to facilities and technology, the university completed the implementation of Microsoft Teams Voice this past year. We also saw continued progress on two major state capital projects—the Health Technology Center and NICCS—along with critical capital renewal projects focused on boiler replacement, roofing and building envelope repairs, and elevator upgrades. In addition, new congressionally directed funding was awarded to the College of Engineering and Engineering Technology to modernize the Microelectronic Research and Development Laboratory. These building design, construction, renovation and repair projects inspire optimism and Huskie Pride across the university community.

Talented NIU students, staff and faculty deserve to work and learn in structurally sound, well-maintained classrooms, laboratories and buildings with modern technology and equipment. To achieve this in the context of our resource constraints, aging infrastructure and maintenance demands, the university needs to

be thoughtful when considering the evolution of our physical plant. Accordingly, we are adopting a master planning methodology that delivers both strategic direction and flexibility.

Specifically, a master planning framework was determined to be the preferred planning method, because it provides agility for future campus planning and preserves alignment with long-term objectives for NIU's built environment. In April 2023, we engaged a consultant who proceeded to gather information from diverse groups including students, faculty and staff. These engagements included discussions with each division and a senior leadership planning exercise to refine the key overarching principles for our physical environment that enhance our vision, mission and values. The resulting Master Planning Framework, anticipated to be completed by spring 2024, will codify these long-term guiding principles and ingrain them into a process that will be used to inform future capital planning and project decisions.

NIU's multiyear comprehensive fundraising campaign, now in the leadership phase, provides an important mechanism for partnering with donors and alumni who are passionate about NIU priorities, such as enhancing educational access, providing transformative learning experiences, delivering innovative solutions and equipping citizens to build a more equitable society and stronger democracy. This year, the campaign case for support was refined and shared with the university community for feedback; the campaign cabinet charter was developed; and the cabinet chair and membership were identified to facilitate a formal announcement before the end of the calendar year. The NIU Foundation annual fundraising achievement of \$23.4 million exceeded last year's total while falling short of the ambitious \$28.5 million goal. The university looks forward to continued progress in this quiet phase with sustained donor engagement, followed by a successful public launch and achievement of our campaign goal.

Looking Forward

In 2023, NIU continued to fulfill its expectations as a community-engaged, high-research activity public university, and honor its commitment to providing access and opportunity to academically accomplished students from underserved and under-resourced communities. Major points of Huskie Pride include increased re-enrollment rates for continuing undergraduates, sustained success of faculty and staff in securing external funding, continued national recognition for our outstanding commitment to DEIB, and progression of three capital projects in different stages of planning- the Health Technology Center, NICCS, and the Center for Greek Life. These accomplishments, along with ongoing efforts related to strategic enrollment management and multiyear, all-funds budgeting, form a strong foundation for the work that lies ahead. I look forward to sharing the 2024 university goals Thursday, Dec. 7, during the next regular meeting of the Board of Trustees.

I am honored and proud to serve as NIU president. I am endlessly inspired by our amazing Huskie students. I am also sincerely grateful for the continued confidence of NIU's Board of Trustees, the unrivaled dedication of the university leadership team, and the constructive, collaborative approach of our faculty, staff, alumni, donors, and partners. Together, we will help NIU overcome challenges and realize opportunities. We are Huskies who never quit!

Sincerely,



Lisa C. Freeman, D.V.M., Ph.D. President,
Northern Illinois University



November 1, 2023

MEMORANDUM

TO: Lisa Freeman, President
Northern Illinois University

FROM: Eric Wasowicz, Board Chair
Montel Gayles, Vice Chair
Dennis Barsema, Secretary
Rita Athas
John Butler
Veronica Herrero
Timothy Moore
Leland Strom

Subject: Annual Presidential Evaluation

This memorandum contains commentary by the members of the NIU Board of Trustees concerning the goals outlined by you for Academic Year 2022-23/Fiscal Year 2023 (FY23). This correspondence, along with a self-appraisal of presidential performance in the form of a letter from you to the board, will be posted on the board's website (<https://www.niu.edu/board/>) and shall collectively serve as a written record of your performance evaluation for FY23.

As in prior performance evaluations, the evaluation process commences following the start of the fall term that follows the end of the fiscal year. This timeline permits us to assess the progress made across six strategic themes outlined in the goals set for the year; to include in our assessment fall enrollment (recruitment, retention and student success) and the financial condition of the institution and budgetary position after the close of the fiscal year; and to perform the evaluation in close proximity to the setting of goals for the next fiscal year.

We find that your overall performance in FY23 met or exceeded your goals. We observe a university community, led by you, that is focused on core challenges across several operational areas and priorities. We join you in expressing appreciation for the resiliency and creativity of the NIU community, and wish to express our profound gratitude to all who have contributed to NIU's success across the following specific strategic themes:

Empowerment and Shared Responsibility

Your goals in this area have been to foster a more collaborative and transparent, and less risk-averse, culture to inspire innovation and professional development that focus on the demands of a changing higher education environment in Illinois and the country. The collaboration and progress made possible through empowerment and shared leadership are evident in the achievements you have shared with us, and demonstrate that the goals you established for this area were met or exceeded in FY23.

Many priorities have been advantaged by intentional efforts to empower campus leaders and cross-functional teams to work together to achieve goals. Naturally, this evaluation refers to several initiatives in more detail below where they concern specific strategic themes. Especially notable for us are continued collaboration to transition to a budgeting planning process that is equitable, iterative, multiyear, and consistent with the university's mission, vision and values; the Sustainability and Climate Action Planning Task Force that has issued an impressive draft plan for NIU to model sustainable behaviors for our community and region; the Digital Accessibility Task Force that builds on lessons learned during the pandemic concerning the importance of digital accessibility to all NIU stakeholders; and continued stewardship of our Strategic Enrollment Management Plan 2.0 (SEM) that requires we empower NIU's people to focus on recruitment and retention, and the equity-oriented initiatives inherent to that effort.

In addition to these specific areas, we observe intentional collaboration throughout the NIU planning landscape. We observe NIU executing on programs instilled with our values concerning matters such as planning for the for NIU's Health Technology Center, the impacts of remote work on campus, parking operations, preparing to lead during a crisis, external advocacy for NIU priorities and more.

In terms of professional development, you have been working to build a strong bench of future leaders for the university that should pay dividends in the coming years. Examples of this include faculty assuming important leadership roles concerning the transformation of undergraduate STEM education (vital to NIU's desire to contribute to global competitiveness in science and technology, and to prepare students to for STEM careers), and campus business and finance professionals engaged nationally in professional development that will prove essential to NIU's long-term success. A shared vision and sense of responsibility across campus is necessary to lead the university through changes in the work environment and to create efficiencies that help us better align systems and practices with the needs of our students, faculty and staff. Enhancing skills and competencies to foster shared leadership and accountability is an important component of this work.

Moreover, these commitments and related practices appear to be contributing to a growing appreciation for work life among faculty and staff, as the year-over-year ratings on several categories (job satisfaction and support; professional development; well-being; collaboration; and mission and pride) measured by NIU's Great Colleges Survey have improved.

Student Recruitment, Student Success and Student Experience

Growing and stabilizing enrollment is achieved by attracting new students, improving retention rates for continuing students and enhancing student success.

We understand total enrollment as a consolidation of our efforts to position NIU as an attractive higher education option for prospective freshman and transfer students; to retain existing students who have not yet graduated; and to improve graduation rates among students with different lived experiences. We also appreciate how enhanced satisfaction among students concerning their NIU experience and the institution's ability to launch students into fulfilling careers contribute to growing and stabilizing the institution overall. Importantly, cutting across all these endeavors is a value system that seeks to achieve retention and completion goals by centering students in our work and accepting shared responsibility for their success.

The 2023 University Goals set a target range for total enrollment that would meet expectations / show progress (between 15,360 – 15,570) and that target was achieved (15,504). Analysis of elements making up this number suggests that retention success was a significant factor in reaching the target range. Notably, among all first-time, full-time students who enrolled in Fall 2022, 70% re-enrolled (up 5% from the Fall 2022 retention rate of 65%). Within that cohort, 66% of first-generation students re-enrolled (up 6% from 60%). Among the specific goals set for 2023, a target retention range was set for first-time, full-time Pell

recipients (65-68%, or higher) that was met at 65% (up an impressive 7% from 58% in 2022). Retention of transfer students, at 85%, was also an improvement from 82% last year. Recognizing, particularly, the inevitable impacts on our total enrollment of the departure of students who left NIU during the pandemic, and many other challenging factors common across the higher education landscape, this retention success is a strong indicator of a widely shared community commitment to the success of students who choose to attend NIU.

We also understand that continued growth and stabilization of NIU's enrollment is achieved by attracting new students. We are impressed with the academic accomplishments of the 2023 freshman class and take pride in its composition. This cohort is economically, socially and racially diverse, with 57% of the freshman class comprised of first-generation college students, of which 70% are students of color and 53% are Pell-eligible. We commend the increase in new transfer students (this population grew by 6%) and the increase in students from outside the United States, as its enrolled international student population surpassed the 1,000-student mark for the first time since 2016. Moreover, the percentages of incoming freshman and transfer students who identify as Latinx increased in 2023, contributing to an overall percentage of Latinx students of 25% of NIU's total undergraduate population – placing the university on a trajectory to receiving full designation as a Hispanic Serving Institution. NIU also welcomed over 1,000 new graduate, professional and law students in the fall (4,146 of NIU's total enrollment). A number of factors within and beyond the university's control affect the number of new students who enroll each academic year. We appreciate the focus you will continue to place on those factors within the university's control and welcome the insights and strategies that you and NIU's enrollment leadership bring to this challenge.

We observe many successes and continued dedication to innovative student success programming. We are especially excited to observe the success of strategies to increasing students' success in courses they need to take to advance within a major or complete general education requirements. Efforts to improve first-year advising are well underway in terms of hiring and training new advisors. Students participating in Braven are realizing the advantages of their participation, as efforts continue to build enthusiasm for the program and increase the number of students who can uniquely benefit from its offerings.

Making the NIU student experience more equitable and engaging is the objective of a constellation of activities and institutional focus areas that seeks to ensure that students transition successfully into the Huskie experience. These efforts include routine surveying of student needs and a paired effort to connect students to campus support resources, increasing the utilization of student mental health resources (mainly Counseling and Consultation Services) in partnership with JED Campus, and the initiative to revitalize Greek life.

Under your leadership, the initiative to sustain a thriving fraternity and sorority community at NIU has led to high-quality collaboration among undergraduate and alumni stakeholders affiliated with NIU's four Greek councils (the Greek Life Revitalization Task Force). This coalition of organizations shares an earnest desire to sustain their organizations and the contributions made by them to the NIU community. A keystone objective of the revitalization initiative has been to construct the NIU Center for Greek Life. That plan received the support of the DeKalb City Council in July of 2023, and efforts to raise funds for the new center, to be located in DeKalb's Annie Glidden North Neighborhood, are underway.

Academic Excellence and Curriculum Innovation

The goals you outlined for academic excellence and curriculum innovation have been met or exceeded. Those unfamiliar with the dynamics of higher education institutions might read the goals within this strategic theme and find them highly technical, specialized or even mysterious. We understand them to be central to the university's ability to attract and retain excellent faculty and the quality and attractiveness of

NIU's undergraduate and graduate programs. These goals seek to set in motion an environment wherein faculty can thrive as teachers, researchers and artists who are also engaged with their community, so that students can find curriculum and degree options that are innovative and ideally suited to their aspirations and the evolving needs of our society. Other positive impacts of a well-aligned, responsive university reverberate from there.

It is evident to us that there is a growing consensus and enthusiasm for transdisciplinary scholarship and curricular experimentation and how it might be expanded to include new, exciting and impactful types of faculty activity. Formal support for faculty research through the proposed Office of Research Development, including facilitating transdisciplinary research proposals and awards, is well underway. A new research cluster, titled the Transdisciplinary Research Incubator for STEM Education, or T-RISE, seeks to cultivate transdisciplinary teams in STEM fields, working toward the longer-term goal of a Center for Transdisciplinary Research in STEM Education. This specific effort and others of its kind are aided by continued thoughtfulness concerning the structure of joint appointments and the agreements necessary to ensure their proper administration. The Curricular Innovation Grant Fund has launched 20 projects, and the visions behind these projects are publicly accessible to serve as examples and models for more innovation.

Notable efforts are also underway to diminish biases and structural barriers that inhibit transdisciplinary scholarship and discourage curricular innovation and experimentation. Considerable collaboration has occurred among the appropriate campus constituencies to modify policies related to faculty hiring, retention and advancement. The record of this engagement is robust and impressive, representative of a methodical consideration of the matter across department-, college- and university-level leadership. We commend these efforts and wish to express our gratitude to the many stakeholders who have devoted, and will devote, their time to these important reforms.

Since the articulation of the 2023 goals concerning the university's graduate programs, significant work has occurred to address a set of actionable recommendations to enhance the graduate student experience and make the university's practices more equitable and student-centered. Included in the record are serious initiatives to create a thriving graduate student community; align graduate assistantship opportunities and tuition waivers to support student success; set expectations for graduate student stipends and mandatory fees; reform workload limitations for graduate students on assistantships; and ensure adequate resources are available to support graduate programs. By engaging graduate students directly and convening responsible parties to focus on reforms, an improvement agenda is underway that makes us optimistic about the future of graduate education at NIU.

We are very pleased to review what has been done to improve support for transfer students and working adults. As noted above, NIU is recruiting more transfer students – and our ability to retain them is improving. There is no doubt that this objective will be furthered by the growing number and range of partnerships with community colleges resulting in new degree completion opportunities developed to meet societal needs and regional workforce demands. It is notable that one such collaboration is aligned with statewide objectives to make Illinois an attractive location for the clean energy and electronic vehicle industries. We are also pleased to observe the functionalities NIU has developed to permit students to review the transferability of credits earned at other institutions and to locate and engage adult learners with existing NIU credit who might be encouraged to re-enroll.

Diversity, Equity and Inclusion

Our unwavering commitment to diversity, equity, inclusion and belonging (DEIB) continues to be one of the strongest hallmarks of the NIU culture. The goals within this strategic theme have not only been met but, in many areas, exceeded.

Achievements in this area are exemplified by the fact that NIU stands as an example of DEIB excellence, not only within the Illinois higher education community, but also on the national stage. We are thrilled to learn that, for the third consecutive year, NIU received the Higher Education Excellence in Diversity (HEED) Award from *INSIGHT Into Diversity* magazine for its achievements related to diversity, equity, inclusion and belonging (DEIB). We are equally proud of the recognition the university received, for the second consecutive year, from Campus Pride as one of the Best of the Best Colleges and Universities for LGBTQ+ students.

On specific goals and objectives, you, your team and a wide range of university representatives finalized the shared equity leadership model. Notably, no ground on this objective was lost while leadership over the institution's DEIB initiatives was in transition. This is another example of NIU's deep-rooted belief in DEIB and your team's adherence to the mission.

While not an anticipated objective, the successful DEIB leadership transition must be acknowledged. Replacing a highly successful and widely respected leader was an extremely challenging situation that required a shared and inclusive process of selection. Carol Sumner, our new vice president for Diversity, Equity and Inclusion and chief diversity officer, comes with strong experience, a collaborative spirit and unbounded enthusiasm. This appointment and the time spent hiring the right person again demonstrates your understanding of the importance of this core value to the success of the university.

The timeline for hosting a series of social healing circles was appropriately revised. The circles are being held after *The Real Talk Conference: Bridging Race, Identity and Community*, hosted Oct. 27 by NIU's Truth, Racial Healing and Transformation Center. This adjustment provides a shared context for the discussions that will follow.

As NIU aspires to be academically excellent as well as respected for impactful and inclusive research, scholarship, artistry and engagement, we recognize that progress recounted in Strategic Area Three concerning Academic Excellence and Curriculum Innovation contributes significantly to the initiatives we specifically track within the DEIB category.

During FY23, NIU's Business Enterprise Program (BEP) strategy, a key element of an institution's commitment to diversity, equity and inclusion, showed strong progress. NIU's director of Procurement Services and Contract Management was awarded the Illinois Public Education Cooperative Award for commitment to supplier diversity. NIU's commitment to this important imperative helped drive the university's success in having the largest percentage growth in BEP compared to all other Illinois public universities. Internally, NIU had a strong annual growth rate compared to FY22. While fair and equitable procurement gains will continue to be a challenge for all public institutions, NIU's strong efforts in this area should be recognized and appreciated.

Your multi-faceted commitment to DEIB is evidenced at all levels, where it can be observed as impactful to students, faculty, administrative leadership, suppliers, contractors, the community and more. Every one of your annual reviews to date, including this one, backed by data and examples, highlights your strength and dedication to this focus area. We are very proud that DEIB continues to be a crucial part of the NIU fabric.

Research, Scholarship, Artistry and Engagement

NIU's position as a national research university continues to be a critical element of its success. This is clearly understood by the university's faculty and leadership, and it is exemplified by the significant progress and completion of your articulated goals in this area.

Research, scholarship, artistry and engagement are important priorities at NIU. Because of the dedication of many, NIU's is positioned for success as a Carnegie High Research Activity (R2) university, a Carnegie Community Engagement institution and as a university recognized by the Association of Public and Land-grant Universities as an Innovation and Economic Prosperity University. We continue to be impressed with the progress being made concerning the university's infrastructure for research, artistry and engagement. The work we observe in this realm of university operations is inclusive, forward-looking and collaborative.

In FY23, a strong record of securing external funding was achieved, with \$57 million in sponsored external funding – exclusive of COVID relief funding. This constituted a 34% increase over last year and a 60% increase since 2019. Importantly, NIU students, both at the undergraduate and graduate levels, work alongside the faculty and staff working on these funded projects and across the larger NIU research and artistry ecosystem, learning how knowledge and creative endeavors emerge from the methodologies of disciplines and across disciplines. Importantly, as noted above under the third strategic theme, the research, scholarship, artistry and engagement of NIU's faculty inform curricular innovation, making it possible for NIU to offer curricular and co-curricular opportunities for students to address complex societal challenges.

The Research and Innovation Partnerships (RIPS) team has continued to advance the university's sustainability initiatives and make progress toward the establishment of the Northern Illinois Center for Community Sustainability, or NICCS, as enabled by the Illinois Capital Development Board. We are enthusiastic about the preparation of the conceptual plans and design objectives, and the work that is already underway by faculty to support the goals and objectives of NICCS, such as the launching of the Sustainability and Climate Action Planning Taskforce. We look forward to the hiring of a NICCS director under Yvonne Harris, the new vice president of Research and Innovation Partnerships.

We are also pleased with the launch of the new Research Development Office (RDO) that will promote transdisciplinary research, teaching and scholarship by facilitating grant proposal cross-collaboration and supporting grant management. We believe that this will lead to increased funding and resources for transdisciplinary and multi-institutional programming. Similarly, we recognize the commitment to transdisciplinary research demonstrated in the formation of a new research cluster, the Transdisciplinary Research Incubator for STEM Education; efforts to develop a model for cluster hiring that will be piloted to build capacity for transdisciplinary scholarship, collaboration and promotion of faculty diversity; and the significant progress being made to modify policies related to faculty hiring, retention and advancement.

Finally, we look forward to the continued execution of the multiyear action agenda developed in response to recommendations delivered by the Centering Engagement, Driving Impact Taskforce that will strengthen our Carnegie redesignation application process and submission as well as our community engagement efforts.

Resource Development and Fiscal Responsibility

Overall, the goals within this strategic theme were met. In terms of implementing a multiyear, comprehensive planning and budget process, despite a year of continued uncertainty because of post-pandemic issues including economic volatility and national and global political extremes, the university senior leadership made it a priority in FY23 to stress the importance of aligning expenses with revenue in a manner that will allow NIU to achieve a balanced budget by FY25.

We were pleased to see continued efforts to make our campus community aware that it will take everyone's effort and sacrifice to capture new sources of revenue and enact the structural changes and resource reallocation needed to achieve financial sustainability. Moreover, and following the shared leadership model that is core to NIU's current operations, the Budget Planning Workgroup continued to solicit stakeholder input, ideas and recommendations toward achieving the goal of a balanced budget by FY25 and related long-term financial health.

Key to the multiyear budget planning is the sharing of information with the board and public. You continue to lead an extremely transparent reporting process, updating the board quarterly on budget progress, while presenting the information in an understandable format by modifying the templates to show clearly our sources of revenue and expense and where we have opportunities for improvement.

The board also observed extensive and adept advocacy in Springfield as you and your leadership team sought reliable, equitable and sufficient investments in higher education within the State of Illinois. This advocacy proved to be tremendously successful when Gov. Pritzker announced, in June of 2023, a historic 12.4% increase in spending on higher education, including a 7% increase in funding for public universities, including NIU.

Another key and extremely important objective in FY23 was to hire the permanent vice president for Finance and CEO. George Middlemist, who was installed in January of 2023, brings great experience in finance and administration and has been a pleasure to work with. We look forward to his continued guidance and work in moving NIU toward a balanced budget.

With respect to advancing facilities and technology planning priorities, we observe several achievements. The university completed the implementation of Microsoft Teams Voice. Continued progress was made on two major state capital projects: the Health Technology Center and the Northern Illinois Center for Community Sustainability. Across the campus, we are seeing thoughtful capital improvements being made within our budgeting constraints. Notably, work continues on boiler replacements and roof repairs on a number of buildings. Appropriately, work began in FY23 on a Master Planning Framework that is expected to be completed in late FY24. This planning effort has involved students, faculty, staff and administration with the goal of creating an inclusive framework and principles for our campus and physical environment. We look forward to receiving this plan when it is complete.

Finally, with respect to fundraising and campaign execution, the NIU Foundation, while slightly increasing fundraising year over year, fell short of its fundraising goal of \$28.5 million. The actual amount raised was \$23.4 million; still, the board recognizes and thanks our great alumni and donors who continue to give back to NIU. There was significant work that continued to move forward relative to the campaign, including the formation of a capital campaign cabinet and chair. While the university remains in the quiet phase of the campaign, continuing to line up leadership donors, we look forward to the campaign plan continuing to evolve into a successful public launch.

As we know you are aware, adapting to the changing operating environment has required, and will continue to require, courageous leadership, organizational alignment and difficult choices. With the planning and decision-making frameworks in place, or soon to be in place, NIU must continue to quickly evolve our fiscal model to match student enrollment, public support and revenue available from tuition, fees and other sources. Identifying and taking timely action on revenue generation opportunities and rightsizing our cost structures will be required for NIU to balance its budget in FY25.

Conclusion

In summary, during FY23, the goals you established for yourself and the NIU community have, overall, been met or exceeded. As we consider the six themes under which you have pursued a number of initiatives during FY23, we recognize the advantages of a shared leadership system through which collaboration and innovation is occurring and decisions are being made; of strategic initiatives to support student success, recruitment and retention; of curricular innovation and scholarly activities and artistry that cross disciplinary boundaries, and the academic excellence made possible by such reform; of an operational culture that weaves diversity, equity, inclusion and belonging into all university pursuits; of a thriving research and innovation enterprise that challenges and excites faculty, students and more; and of fiscal and facility planning designed to ensure a sound and responsible future. Across all this activity, the university operated in accordance with its mission, vision and values.

We are immensely grateful for the devotion of so many to the core functions of NIU, and we wish to reinforce your, and our, deep appreciation for the sacrifices endured by members of the university community. We continue to be optimistic that NIU is well-positioned under your leadership, and the foundation has been laid for longer-term fiscal sustainability and responsible resource management. You continue to function as a vigilant advocate for the interests of NIU students, faculty, administration, staff, alumni and local communities; and you continue to serve as a role model for your leadership team. Consequently, we consider you to be one of the most creative, imaginative and hardworking university presidents in the State of Illinois and in the higher education community overall.

Forward, Together Forward!

2023 PRESIDENTIAL EVALUATION PERFORMANCE INSENTIVE PAY

Summary: Section 3.2 of President Freeman’s contract states that the Board shall evaluate the performance of the President for the President's annual performance in accordance with Article 1.3 of this Agreement. Based upon the President's annual performance, the Board shall make a recommendation as to a performance incentive for the President and shall take action on its recommendation prior to December 31of the calendar year. Such performance bonus shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). Pursuant to 110 ILCS 685/30-195 and 30-200, the Board's annual performance evaluation of the President must be considered for any performance-based bonus or incentive-based compensation. In accordance with 110 ILCS 685/30-195, any such compensation must be approved by the Board in an open meeting, and the performance upon which any such compensation is based must be made available to the public no less than forty-eight (48) hours before Board approval of the compensation. Retirement contributions will only be made on incentive compensation based on performance and in accordance with State of Illinois law and University regulations.

Based on the 2023 annual performance review completed under agenda item 8.a., the Chair of the BOT recommends that the President receives a performance bonus calculated by the earned percentages listed in item 8.b.

Goal	Eligible Percentage	Earned Percentage
Empowerment and Shared Responsibility	10%	10%
Student Recruitment, Success, and Experience	20%	15%
Academic Excellence and Curriculum Innovation	15%	15%
Diversity/Equity/Inclusion	15%	15%
Research/Scholarship/Artistry	20%	20%
Resource Development and Fiscal Responsibility	20%	18%
Total	100% (\$25,000)	93% (\$23,250)

Recommendation: The Board of Trustees is being asked to take final action and approve the recommendation of \$23,250 in 2023 Presidential Evaluation Performance Incentive Pay.