

COLLECTIVE BARGAINING AGREEMENT

Between

**NORTHERN
ILLINOIS UNIVERSITY**

And

**METROPOLITAN ALLIANCE OF POLICE
CHAPTER 414**

Representing

**NORTHERN ILLINOIS UNIVERSITY
SECURITY GUARDS**

7/1/2005 THROUGH 6/30/2010

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PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Metropolitan Alliance of Police, Chapter 414 ("M.A.P."). The Employer and M.A.P. 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. M.A.P. will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

This Agreement is made and entered into between the Board of Trustees of Northern Illinois University at the DeKalb Campus, hereinafter referred to as the "Employer", and the Metropolitan Alliance of Police representing the Northern Illinois University Security Guards in the Department of Public Safety, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.1 Recognition

This Agreement is authorized by the Illinois Educational Labor Relations Act and as verified by the approved certification petition Case No. S-RC-05-061. The Employer subsequently recognizes the M.A.P. as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following classifications in the Department of Public Safety:

Security Guard

Section 1.2 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 Educational Labor Relations Board.

Section 1.3 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.

Section 1.4 Fair Representation

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

Section 1.5 Gender

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

Section 1.6 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.

ARTICLE II
NON-DISCRIMINATION

Section 2.1 General Provisions

In accordance with applicable law, neither the Employer, nor the Union shall discriminate against any employee covered by this Agreement because of handicapped physical or mental condition, race, color, creed, national origin, sex, sexual orientation, age, parental status, marital status, or political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam era.

Section 2.2 Union Membership

Neither the Employer 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 membership or non-membership. The Employer 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 Board of Trustees or by this Agreement.

**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 are not limited to, the following:

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

Section 3.2 Statutory Obligations

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

ARTICLE IV UNION RIGHTS

Section 4.1 Rights of Union Officials

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

Section 4.2 Visits from Off-Campus Representatives.

Other off-campus authorized representatives of the Union 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 or 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 Union notices relating to regular Union 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: Union meetings, Union elections, recreational, social and educational programs. All posted notices shall be signed by the President or Vice President of the Union. Notices such as cartoons or position announcements for employment outside the University are not acceptable.

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 Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least thirty (30) days in advance and shall be answered in writing no later than fifteen (15) days following receipt of 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

As outlined in Sections 4.1 and 4.4 above, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement during an employee's work time.

ARTICLE V
LABOR/MANAGEMENT CONFERENCES

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

- A. Discussion on the implementation and general administration of this Agreement;
- B. Sharing of general information of interest to both parties;
- C. Safety issues.

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

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

The Chief of Police or his designee shall solely determine their management representatives at these conferences.

ARTICLE VI
EMPLOYEE DEVELOPMENT AND TRAINING.

Section 6.1 Training

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 6.2 Conferences and Seminars

Security Guards may be granted 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 6.3 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 VII
PERSONNEL FILES**

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes and in accordance with University policies.

An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee, be permitted to examine his own time sheets and compensating time records. Likewise, a Union representative with written 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.

