

**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:

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

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



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

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

#### Section 8.4 Call Back

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

#### Section 8.5 Training

All time spent in training will count as hours worked for purposes of this Agreement. Except for training attended locally, travel time for over 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  
Five (5) Floating Holidays

December 25 or as Observed  
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

	<b>7/01/22</b>	<b>7/01/23</b>
		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:

	<b>12/01/23</b>	<b>7/01/24</b>	<b>7/01/25</b>	<b>7/01/26</b>	<b>7/01/2027</b>	<b>7/1/2028</b>
		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 1<sup>st</sup> 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

Signature on File \_\_\_\_\_

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

Signature on File \_\_\_\_\_

Darren Mitchell,  
Chief of Police

Signature on File \_\_\_\_\_

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

Metropolitan Alliance of Police

Signature on File \_\_\_\_\_

Dave Jadran  
Chapter 291 President

Signature on File \_\_\_\_\_

Nicole Folz  
Chapter 291 Secretary

Signature on File \_\_\_\_\_

Keith George  
MAP President

## APPENDIX A: Election, Waiver, and Release for Disciplinary Process

### I. Notice to Employee

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

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

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

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

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

### II. Election

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

#### Section 11 - Grievance Arbitration

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

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

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

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

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

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

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

Date Received by the Chief of Police's Office: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date

## **APPENDIX B: Police Officer's Bill of Rights**

### **FOR REFERENCE ONLY**

#### **Section 12 - Definitions**

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

Section 13 - "Officer" means a peace officer, as defined by Section 2-13 of the Criminal Code of 1961 as now or hereafter amended, who is employed by Northern Illinois University and classified as a Police Officer.

Section 14 - "Informal Inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

Section 15 - "Formal Investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

Section 16 - "Interrogation" means the questioning, written or oral, of an officer pursuant to the formal investigation procedures of Northern Illinois University Department of Police and Public Safety written directives which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

Section 17 - "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

#### **Section 18 - Interrogation of Officer**

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

#### **Section 19 - Place of interrogation**

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

Section 20 - Disclosures of Information to subject of Interrogation regarding Nature of Investigation and Complaints.



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

#### Section 21 - Time of Interrogation

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

#### Section 22 - Disclosure to Subject of Interrogation of the Officer in Charge, Interrogators, and Others present

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

#### Section 23 - Duration of interrogation Session

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

#### Section 24 - Abusive and Offensive Language Prohibited at Interrogations

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

#### Section 25 - Record of Interrogation - Transcript

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

### 10. Advise of Rights

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

#### A. Right to Counsel- Presence of representative of Collective Bargaining Unit

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

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

#### B. Admission or Confessions Obtained in Violation of Agreement

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

#### C. Polygraph or Chemical Tests

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

#### D. Constitutional and Legal Rights

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

#### E. Application of Agreement

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

#### F. Retaliatory Actions Prohibited

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