

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
NORTHERN ILLINOIS UNIVERSITY  
AND  
METROPOLITAN ALLIANCE OF POLICE  
CHAPTER 414  
SECURITY GUARDS  
MAY 16, 2021 - JUNE 30, 2022

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Metropolitan Alliance of Police, Chapter 414 (“M.A.P.”). The Employer and M.A.P. are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. M.A.P. will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

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

## **ARTICLE I: RECOGNITION**

### Section 1.1 Recognition

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

### Section 1.2 Membership

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

### Section 1.3 Title Changes/Reclassifications

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

### Section 1.4 Fair Representation

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

### Section 1.5 Gender

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

### Section 1.6 Changes to Duties/Operations

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

## **ARTICLE II: NON-DISCRIMINATION**

### Section 2.1 General Provisions

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

### Section 2.2 Union Membership

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

## **ARTICLE III: MANAGEMENT RIGHTS**

### Section 3.1 Management Rights

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

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To determine the overall budget of the employer and control over the organization and efficiency of operations;
- c) To direct the employees, including the right to assign work;
- d) To determine the methods, means, number of personnel needed to carry out the mission of the department;
- e) To hire, examine, promote, train and schedule employees in positions with the employer;
- f) To suspend, demote, discharge, or take other disciplinary action against the employees for just cause;
- g) To create, publish and enforce policies, procedures, rules, and regulations;

- h) To change or eliminate existing methods, equipment, or facilities;
- i) Determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods or services are to be provided or purchased;
- j) To take any and all actions as may be necessary to protect the University community and carry out its mission in situations of civil emergency;
- k) To determine the qualifications of applicants for positions of employment.

### Section 3.2 Statutory Obligations

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

## **ARTICLE IV: UNION RIGHTS**

### Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Union representatives, stewards, witnesses, or grievants will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related to these grievances, and to attend contract negotiations (maximum of three (3) bargaining unit employees) and to attend labor management meetings.

### Section 4.2 Visits from Off-Campus Representatives

Other off-campus authorized representatives of the Union shall be permitted to visit the department during working hours to talk with employees covered by the terms of this Agreement and/or representatives of the Employer concerning matters covered by this Agreement, provided that employees or facilities are not needed for duty, and prior notification 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 Union notices relating to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, recreational, social and educational programs. All posted notices shall be signed by the President or Vice President of the Union. Notices such as cartoons or position announcements for employment outside the University are not acceptable.

### Section 4.4 Off Campus Union Activities

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least thirty (30) days in advance and shall be answered in writing no later than fifteen (15) days following receipt of the request. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty-four (64) hours per year. Seniority shall continue to accrue for all approved leaves of this nature.

#### Section 4.5 Other Union Activities

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

### **ARTICLE V: LABOR MANAGEMENT CONFERENCE**

The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Union representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement;
- b) Sharing of general information of interest to both parties;
- c) Safety issues.

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

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

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

### **ARTICLE VI: EMPLOYEE DEVELOPMENT & TRAINING**

#### Section 6.1 Training

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

#### Section 6.2 Conferences and Seminars

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

### Section 6.3 Training Record

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

## **ARTICLE VII: PERSONNEL FILE**

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

An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee, be permitted to examine his own time sheets and compensating time records. Likewise, a Union representative with written permission of the employee shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in pay computation.

## **ARTICLE VIII: DISCIPLINE AND DISCHARGE**

### Section 8.1 Progressive Discipline

The Employer subscribes to the tenets of progressive and corrective discipline, and shall only discipline employees for 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. Union agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules. Disciplinary action or measures include the following:

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

### Section 8.2 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 Union at any such interviews or meetings.

### Section 8.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee within ten (10) work days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

#### Section 8.4 Discipline Record

Upon written request, oral and written reprimands will be removed from an employee's file after two (2) years have elapsed, provided no further related reprimands have been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four (4) years have elapsed, provided no further related reprimands have been issued in that timeframe. Upon the removal of oral and written reprimands, awards or commendations will also be removed.

#### Section 8.5 Limitations

Any formal disciplinary action, except discharge proceedings, taken by the Employer against an employee in accordance with the State Universities Civil Service System Statute and Rules 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. Oral and written reprimands shall not be subject to arbitration.

When the department recommends a disciplinary suspension be issued, the employee may elect to appeal the recommended suspension either through the State University Civil Service System Statute and Rules as outlined in Section 8.7 of this Article or through the grievance procedure. In such suspension cases, if the employee elects to appeal through the procedure outlined in Section 8.7 of this Article, the employee and/or Union waive their right to any further appeal of said disciplinary action through the grievance procedure and/or arbitration process.

Any employee against whom the Employer initiates discharge proceedings shall be afforded the full rights granted by the State Universities Civil Service System Statute and Rules. Consequently, discharge recommendations and procedures are not subject to the contractual grievance procedure and/or arbitration process.

#### Section 8.6 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 8.7 Appeals Process for Suspension/Discharge

Pursuant to State Universities Civil Service System Statute and Rules, any employee formally notified of a recommended suspension or discharge will be granted the following appeal process:

- a) Upon request, the Chief of Police or his designee will conduct a departmental hearing. Advance notice of at least forty-eight (48) hours will be provided to the employee. The hearing will be held at a reasonable hour. The employee will be informed of persons attending the hearing, and will receive copies of pertinent evidence to be presented. The employee shall have a right to representation by Union and/or counsel of their choosing. The employee and/or their representatives shall be provided the opportunity to question persons involved in the hearing, and will be permitted to present testimony, written statements, witnesses, and other pertinent evidence.

- b) After the above hearing, the department shall determine whether to proceed with the recommended suspension or discharge. If the department chooses to proceed with the recommended suspension or discharge, a formal notice of such will be provided to the Senior Associate Vice President and Chief Human Resource Officer with a copy served or mailed to the employee.
- c) The Senior Associate Vice President and Chief Human Resource Officer or a designee, shall conduct a hearing at a mutually agreeable time and date within fifteen (15) work days of the notification provided in “B” above. The employee shall receive all pertinent documents at least five (5) days prior to the hearing. The employee may be represented at the hearing by Union and/or counsel of their choosing.
- d) The Senior Associate Vice President and Chief Human Resource Officer, or a designee, shall issue a final determination on the recommended suspension or discharge. If discharge or suspension recommendations are supported, they shall be implemented in accordance with the State Universities Civil Service System Statute and Rules.

## **ARTICLE IX: NO STRIKE/NO LOCKOUT**

### Section 9.1 No Strike

No employee covered by this Agreement shall engage in, induce, or encourage a strike, work stoppage, slowdown, or withholding of services. The Union 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 9.2 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 Union or for any reason whatsoever.

### Section 9.3 M.A.P. Responsibility

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

## **ARTICLE X: GRIEVANCE PROCEDURE**

### Section 10.1 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 provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at Step 3 of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the



grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

### Section 10.2 Limitations

If prior to filing a grievance pursuant to this Article, or while a grievance is in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board, Union, and/or University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This limitation does not pertain to grievances alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability or veteran's preference.

### Section 10.3 Representation

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. If a representative other than a Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. 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 10.4 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 workdays 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 10.5 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1 - Within ten (10) working days after the first occurrence, or within ten (10) working days after the grievant becomes aware, or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievance shall be reduced to writing and presented to the Division Commander or his designee. 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 Division

Commander or his designee 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) workdays after receipt of the Step 1 written response. The department head shall meet with the grievant in an attempt to resolve the grievance within ten (10) workdays. The department head shall issue a written Step 2 response within ten (10) workdays 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 Senior Associate Vice President and Chief Human Resource Officer, or a designated representative at Human Resource Services within ten (10) workdays after the Step 2 written response. The Senior Associate Vice President and Chief Human Resource Officer, or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) workdays. The Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) workdays following the meeting.

#### Section 10.6 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Senior Associate Vice President and Chief Human Resource Officer, or a designated representative, for Arbitration within ten (10) workdays 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. Board of Trustees Regulations and Bylaws, Departmental Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. 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 XI: SENIORITY**

### Section 11.1 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, if applicable. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer.

### Section 11.2 Seniority Lists

A seniority list shall be provided to the Union prior to each bid meeting if applicable, and/or annually usually by July 1, and posted by the Employer on the Union bulletin board. This list shall be revised for additional job bidding if applicable.

### Section 11.3 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 the standard seven and one-half (7.5) hours regular pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits. Both parties acknowledge that these reductions will be solely determined by the department based on workforce 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 Security Guards, on that shift, based on date of hire seniority in the classification.

### Section 11.4 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 Resource Officer, or a designated

representative, and the local representative of the Union stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

## **ARTICLE XII: HOURS OF WORK, OVERTIME, AND ADDITIONAL PAY**

### Section 12.1 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 or work per day or per week.

### Section 12.2 Hours of Work/Work Schedule

Individual work schedules are defined as the number of hours worked per day and the number of days worked in a work cycle. The overall work day shall be defined as a seven and one-half (7.5) hour period of time from 7:00 a.m. up to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted an unpaid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. Employees must have supervisory approval to work through their meal period. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four (4) hour period of work. Employees approved by their supervisor to work through the unpaid meal period shall be paid thirty (30) minutes of straight time. Working through a meal period shall not be used to accrue hours toward overtime.

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

In the event the department establishes more than one (1) shift schedule, a bid process will be implemented in accordance with the following:

Employees shall bid annually to a shift, based on seniority within the Security Guard classification. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts. Bid meetings will be held at least thirty (30) days prior to the change of shift in July.

The Employer shall notify the Union upon the commencement of the bid process of available bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Division Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids. Probationary employees may be assigned to any shift.

### Section 12.3 Overtime Pay

Pursuant to the Fair Labor Standards Act overtime requirements, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of seven and one-half (7.5) hours in any work day or thirty-seven and one-half (37.5) hours in any work week as defined by the employer when the hours precede or follow a regular work day. Meal periods shall not be counted in the calculation of overtime. Paid benefit time will not count as hours worked in the calculation of overtime pay.

In certain instances, based on operational needs, extra assignments shall be made by inverse seniority in the classification when there are an insufficient number of volunteers for extra assignments. The Employer reserves the right to assign more senior Security Guards 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.

It is the responsibility of the employee to notify the Chief of Police or his designee of any undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Chief of Police or his designee 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 12.4 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 12.5 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 within fifty (50) miles of home or the department of Public Safety, whichever is closer.

#### Section 12.6 Court Time

Employees will be paid 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 12.7 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 12.8 Required Meetings/Exams

All required departmental meetings, physical or mental examinations, and conferences, which occur outside of an employee'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 his or her own vehicle. This provision does not apply to routine return-to-work physicals.

### **ARTICLE XIII: BENEFITS**

#### Section 13.1 CMS Benefit Program

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

#### Section 13.2 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 NIU Board of Trustees (BOT) and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by BOT and University policies. In the event of any change in BOT or University Policies concerning such benefits, the Union's local representative 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 13.3 Holidays

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for the holidays listed below. Holiday pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

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

Holidays shall be observed on the same day that the University observes the holiday. Floating holidays shall be determined by the University, but may only be observed on days that the University is observing a holiday. If an employee covered by this Agreement is required or scheduled to work on any of the designated holidays, they shall receive the appropriate rate of pay,

in accordance with FLSA guidelines, for all hours actually worked in addition to the seven and one-half (7.5) hours of regular pay for the holiday.

#### Section 13.4 Administrative Closure

Employees covered by this Agreement shall receive seven and one-half (7.5) hours of regular pay for any Administrative Closure day designated by the Employer. This pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

When an employee covered by this Agreement is required or scheduled to work on any of the designated Administrative Closure days, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines for all hours worked, in addition to the seven and one-half (7.5) hours of regular pay for the Administrative Closure day.

#### Section 13.5 Other Scheduled University Closures

Any other designated University Closure day, in which an employee is required to either use personal leave benefits to be paid or to take a deduction day with no pay, the Employer agrees to treat this University Closure day as a regular work day in the administration of this Agreement.

#### Section 13.6 Vacation

Vacation accrual, accumulation and use shall be defined by Civil Service Rules and Regulations and University Policy and Procedures.

The employer shall make every effort to approve vacations as requested by the employee in a timely manner. In case more requests are received than can be approved for a particular period, the employer shall approve requests in order of receipt, or by seniority where requests are received on the same date. Once approved, vacation request shall not be rescinded by the employer except in an emergency.

### **ARTICLE XIV: DUES DEDUCTION**

#### Section 14.1 Dues Deduction

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

#### Section 14.2 Dues Remittance

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

#### Section 14.3 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.

#### Section 14.4 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 14.5 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 14.6 Notification of Change in Union Dues

M.A.P. 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 14.7 Limitations

The University shall not be liable to M.A.P. by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for M.A.P. dues from the salaries of bargaining unit members. The University Administration's obligation under this Article is limited to remitting to M.A.P. the sum of sums actually deducted from wages earned.

If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, M.A.P. and the Employer agree to convene negotiations on this matter for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

#### Section 14.8 Indemnification/Union Responsibility

The Metropolitan Alliance of Police (MAP) 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 such provisions, provided that the Employer does not initiate or prosecute such action.



## ARTICLE XV: WAGES

### Section 15.1 Hourly Rates

Agrees to pay employees represented by this Agreement according to the following pay schedule:  
[The wages schedule below is not to be applied retroactively]

<u>Service Years</u>	<u>Wage Rate</u>
Start	\$15.00
Four (4) Years	\$18.00

Bargaining unit members will forgo eligibility for campus wide increases over the duration of this agreement.

There is a separate agreement that addresses compensation specifically for members that were already paid above the proposed rates at the time of the ratification of this agreement.

### Section 15.2 Hourly Rate Adjustments

[The parties agree that the language in this section, 15.2, will not apply to members during the course of this agreement. This language is to serve as a place holder for the subsequent contract following the expiration of this short term agreement.] For each of the fiscal years of this Agreement the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to other 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 employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all employees shall be the only increase granted for distribution for the fiscal years of this agreement. Increases granted as a result of the general salary increment will be applied to the wage rates specified in Section 15.1

Security Guards with a wage rate beyond the 5-year rate as of July 1, 2005 shall be eligible for the same percentage authorized by the University for all hourly Civil Service employees through the published Fiscal Year increment guideline, as adopted by the NIU Board of Trustees.

These increases shall be effective July 1 of each subsequent fiscal year.

### Section 15.3 Advancement

Employees will move up to the next step in the salary plan after serving the required number of years in the classification. Salary increments will be effective at the end of the pay period in which the employee's anniversary date falls. (i.e. Employees start date = July 9, then his salary

increment will be effective July 15; Employee start date = July 22, then his salary increment will be effective July 31).

Section 15.4 Educational Incentive

An educational incentive shall be paid to employees in the Security Guard 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 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.

Guards will continue to receive the educational incentive payment each year for the highest level of degree verified for eligibility. Educational incentives are payable only for the highest completed degree (and for a maximum of one highest completed degree in a given fiscal year) and shall not be added to the hourly rate of pay. Subject to the eligibility provisions set forth above, employees in the Guard classification shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

\$600	Associates Degree
\$1200	Bachelor's Degree
\$1800	Post Graduate Degree

Employees eligible for these yearly educational stipends shall make application to the Chief of Police prior to November 1 of each fiscal year. Upon approval by the University, payment shall be made in one lump sum no later than the first pay period in December. Payments shall not be cumulative in effect and will not be added to the hourly rate of pay for purposes of calculating any other economic benefit.

**ARTICLE XVI: UNIFORM AND EQUIPMENT PROVISION**

Section 16.1 Uniform and Equipment

The Employer will furnish, launder, clean, maintain and replace the uniforms of Security Guards as required. The basic uniform and equipment will consist of:

Radio	Pants - No Stripe (4)
Radio Epaulette	Short Sleeve Shirts (3)
Radio Earpiece	Long Sleeve Shirts (3)
ID Card	Neckties (2)
Keys As Required	Baseball Cap
Operations Manual	Skull Cap

Laundry Bags (2)	Jacket
Hat Badge Silver Color	Parka
Chest Badges (2) Silver Color	Sweater
Name Bar Silver Color (2)	Raincoat
NIUPD Insignia Silver Color (2)	Glove Pouch
Flashlight Holder	Key Holder
Hat Rain Cover	

Shoulder patches on all shirts, jackets, vests, and sweaters.

A plain smooth collar, navy blue turtleneck or dickey will be optional equipment that the security guard may purchase at their own expense.

#### Section 16.2 Other Personal Equipment

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

### **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

#### Section 17.1 Subcontracting

The employer may hire temporary employees and/or external services to assist with shortages in staffing to assist in the workloads of classifications covered in this agreement. No subcontracting may be done during any furloughs. Subcontracting shall not cause layoffs, reduce the size of the bargaining unit or reduce any work hours for bargaining unit employees.

#### Section 17.2 Time Clocks

The Employer reserves the right to mandate the use of time clocks, or similar mechanism, as a method of recording attendance. The employee is required to clock in and clock out each time they are away from the work area. The employee understands that they will not be compensated for time clocked in earlier or later than scheduled, unless approved in advance by the Chief of Police, or designee. Employees are prohibited from clocking out for another employee.

#### Section 17.3 Driver's License Requirement

Bargaining unit members are required to have and maintain a class D driver's license issued by the state of Illinois. Suspensions and convictions which occur on or off schedule, must be reported to the Chief of Police, or designee, no later than the next scheduled work day.

#### Section 17.4 Drug and Alcohol Testing

Any employee, suspected to be under the influence of alcohol or illegal drugs while on duty, shall be subject to an investigation. The refusal by any employee to cooperate with such investigation,

including completion of drug and/or alcohol testing by Police or certified health professional, will be subjected to disciplinary action, up to and including discharge.

#### Section 17.5 Outside Employment

Employment outside of the department requires the written approval of the Chief of Police or designee. Such approval will not be unreasonably denied.

#### Section 17.6 Furlough Days

If a University-wide mandatory furlough plan is applied, an employee may be scheduled to take an unpaid leave of absence from work of the same duration as other employees. During such furlough days, the employee is unable to use or accrue paid benefits. The employer agrees to provide employees with a minimum thirty (30) calendar day written notice of such action.

#### Section 17.7 Parking Permits

All parties acknowledge that the annual cost of permits, for personal vehicles, are determined by the Employer.

#### Section 17.8 Surveillance Testing

Bargaining unit members agree to comply with surveillance testing provided by the employer when the tests are administered during the member's regularly scheduled work shift. Members will not experience a loss of pay during the administration of the test.

### **ARTICLE XVIII: LIMITATIONS**

#### Section 18.1 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 18.2 Other Expressed Limitations

This Agreement shall not supersede:

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

- d) Policies, procedures and provisions of employment as established by the Board of Trustees as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement.

## **ARTICLE XIX: ENTIRE AGREEMENT**

### Section 19.1 Entire Agreement

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, 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 XX: TERMINATION**

### Section 20.1 Duration

This Agreement shall be effective May 16, 2021 and shall remain in full force and effective until June 30, 2022. 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 the M.A.P. Chapter #414, in care of the Chapter President, at NIU Department of Public Safety. Notices to Renegotiate, as required and provided by the Union, shall be addressed to Northern Illinois University, Director of Labor Relations and Human Resource Services, 1515 W. Lincoln Highway, in DeKalb, Illinois 60115-2854. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police (MAP), Chapter #414, 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, with any wage increases or modifications of language subject to the final negotiated agreement.

In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Educational Labor Relations Act shall be followed.

**ARTICLE XXI: ACCEPTANCE BY THE PARTIES**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF POLICE  
NIU Security Chapter #414

NORTHERN ILLINOIS UNIVERSITY  
Dekalb Campus

**Signatures Omitted**

John Quillman, President  
M.A.P. Chapter #414

**Signatures Omitted**

William Hodson  
Senior Associate Vice President and  
Chief Human Resources Officer

**Signatures Omitted**

Keith George, President  
Metropolitan Alliance of Police

**Signatures Omitted**

Jesse Perez, EdD.  
Director, Employee and Labor Relations  
Chief Negotiator