

**AS AMENDED BY MEMORADUM OF AGREEMENT EFFECTIVE JANUARY 1, 2024**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHERN ILLINOIS UNIVERSITY

AND

METROPOLITAN ALLIANCE OF POLICE

CHAPTER 675

POLICE TELECOMMUNICATORS

JULY 1, 2019 - JUNE 30, 2026

## **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 Union. The Employer and the Union 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 Union 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 Police Telecommunicators, 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 clarification petition, Case No. 99-UC-0009-C. The Employer subsequently recognizes the Union 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 position classifications: Police Telecommunicator.

### **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 State 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 Gender**

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

### **Section 1.5 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 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 is 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, 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 and 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.

### Section 3.3 Parking Permit Rates

The parking permit rate is set by the Employer.

## **ARTICLE IV: UNION RIGHTS**

### Section 4.1 Rights of Union Officials

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

### Section 4.2 Visits from Off Campus Representatives

Other off-campus, authorized representatives of the Metropolitan Alliance of Police 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 an officer of the Union.

### 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 State Union 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

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

## **ARTICLE V: LABOR/MANAGEMENT CONFERENCES**

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

- a. discussion on the implementation and general administration of this agreement,
- b. sharing of general information of interest to both parties,
- c. safety issues.

It is expressly understood and agreed that such conferences shall not include topics being currently processed under the grievance procedures. Such conferences shall not be interpreted to replace negotiations, or otherwise discuss topics, for the purpose of altering any or all of the terms of this Agreement. Attendance at Labor/Management conferences shall be voluntary and shall not interfere with required duty time and attendance. If scheduled during duty time, attendance is permitted only upon prior approval by the Chief of Police or their designee. The Chief of Police or their designee shall solely determine their management representatives at these conferences.

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

### Section 6.1 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 Telecommunicator 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 6.2 Conferences and Seminars

Police Telecommunicators may 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 6.3 Training Record

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

## **ARTICLE VII: PERSONNEL FILES**

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes and in accordance with University policies. An employee feeling aggrieved over computation of pay may, with the consent of the Chief of Police or his designee, be permitted to examine his or her own time sheets and compensating time records. Likewise, a Union 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.

## **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. The 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 and the Labor 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 8.4 Discipline Record

All discipline will be maintained in the employee's personnel file. Oral and written reprimands will not be considered in the progressive discipline process after two (2) years has elapsed provided no further related reprimands have been issued in that timeframe. Suspensions will not be considered in the progressive discipline process after four (4) years has elapsed provided no further related discipline had been issued in that timeframe.

### Section 8.5 Limitations

Any formal disciplinary action, taken by the Employer against an employee 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.

### 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.

## **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 MAP Responsibility

All employees who hold a position of authority in the local Union 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 provisions 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 shall be initiated in writing at Step 1 of the grievance process within five (5) working days after the Grievant/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 Labor 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 times frames expressed. Time limits are expressed in workdays and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

### Section 10.5 Grievance Procedures

Grievances shall be processed in the following manner:

1. Step 1: Within five (5) working 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.
2. 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 department head 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.
3. 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 Labor Relations or a designated representative within ten (10) workdays after the Step 2 written response. The Director of Labor Relations or a designee shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) workdays. The Director of Labor Relations or a designated representative shall issue a written Step 3 response to the grievance within ten (10) 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 Director of Labor Relations 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 alternately 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. 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. The Union 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 11.2 Seniority Lists

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

#### 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 eight (8) 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 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 Telecommunicators, 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/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 of work per day or per week.

#### Section 12.2 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 (4) hour period of work.

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 emergency circumstances require changes. Reporting and quitting times for individual employees may be moved two (2) hours either way without affecting the defined workday.

Employees shall bid on a semi-annual basis to a shift based on seniority within the Police Telecommunicator classification. 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 Union of all available bid positions. If requested by the Union, 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 Administrative Services 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 forty (40) hours in any work week, as defined by the employer. Paid benefit time will not count as hours worked in the calculation of overtime pay.

#### 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 in the DeKalb/Sycamore area.

#### Section 12.6 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 Telecommunicator 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 Police 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.

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

It is the intent of both parties to reduce the amount of involuntary overtime assigned to Police Telecommunicator positions. The parties agree that Police Officers may be asked to volunteer for Police Telecommunicator assignments prior to the involuntary overtime assignment of bargaining unit employees to these positions.

The Telecommunicator's direct supervisor(s) are not restricted from working as Telecommunicators when determined necessary by the Chief of Police. The supervisor's work will not eliminate a Police Telecommunicator position.

#### 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 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 thirty (30) cents per hour 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 12.9 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 their 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 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 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 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 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 eight (8) 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
Martin Luther King, Jr.	Observed Monday
Memorial Day	Observed Monday
Juneteenth	June 19
Independence Day	July 4
Labor Day	Observed Monday
Election Day	As determined by the University (General election years only)
Thanksgiving Day	Observed Thursday
Christmas Day	December 25
Five (5) Floating Holidays	As determined by the University

When an employee covered by this agreement is required or scheduled to work on any of the designated holidays. Recognized holidays shall be either the actual holiday for those staff that work weekends or designated holidays for staff that work a Monday through Friday schedule, not both. Staff shall receive the appropriate rate of pay, in accordance with FLSA guidelines, for all hours actually worked in addition to the eight (8) hours of regular pay for the holiday.

#### Section 13.4 Administrative Closure

This section specifically does not refer to weather-related closures, which are covered in Section 13.7.

Employees covered by this Agreement shall receive eight (8) 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 eight (8) 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 workday in the administration of this Agreement

#### Section 13.6 Vacations

Vacation benefits are provided to members of the bargaining unit in accordance with the NIU Board of Trustee Regulations and State University Civil Service Rules and Procedures.

#### Section 13.7 Emergency Weather Closure

Weather related closures an employee that works during an emergency or weather-related closure, declared by the President or designee, shall be compensated in accordance with Northern Illinois University weather closure policy for essential staff. The parties further agree that emergency closures or weather closures are not considered Administrative Closures for the purposes of pay.

### **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 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 14.7 Notification of Change in Union Dues

The union 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 14.8 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 14.9 Indemnification/Union Responsibility

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 such provisions, provided that the Employer does not initiate or prosecute such action.

## **ARTICLE XV: WAGES**

### Section 15.1 Hourly Rates

Effective 7/01/2019 telecommunicators will receive the campus wide increase of 3%

Effective 10/01/2020 telecommunicators will receive the campus wide increase of 3%

Effective 7/01/2021\* telecommunicators will receive the campus wide increase of 3%

\*Telecommunicators are eligible for any further campus wide increases, should they occur in FY22.

Effective 1/01/2024 The minimum rate for classified Police Telecommunicators shall be \$23.00 per hour.

Effective 1/01/2024 telecommunicators that are already above the wage listed above will receive a 6% increase.

### Section 15.2 Hourly Rates Adjustments, FY2023 through FY2024 and FY2025 and FY2026

For the remaining subsequent fiscal years of this Agreement (FY2023 [7/01/2022 to 6/30/2023] through FY2024 [7/01/2023 to 6/30/2024]) and FY2025 [7/01/2024 to 6/30/2025] through FY2026 [7/01/2025 to 6/30/2026], the University will increase the hourly rates outlined in Section 15.1 (above) by the same percentage authorized for that fiscal year general salary increment for hourly Civil Service employees, through published increment guidelines, and distribution rules as adopted by the NIU Board of Trustees. These increases shall be effective on the date as authorized by the University.

### Section 15.3 Longevity Pay

Employees who have served twelve (12) consecutive years of service within the Northern Illinois University Police Department shall be paid an additional \$2.00 per hour for every hour in pay status. This permanent rate adjustment shall be effective at the beginning of the pay period after their twelve (12) year anniversary date.

### Section 15.4 Educational Incentive

Upon initiation of a course of study leading to an Associate or Bachelor's degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$400.00, provided satisfactory progress in their course of study has been demonstrated (at least nine (9) hours of credit per year at a minimum 2.8 cumulative grade point average). Upon completion and verification of an Associate's degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$600.00. Upon completion and verification of a Bachelor's degree, bargaining unit employees shall receive a yearly educational incentive stipend of \$1200.00.

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.

### Section 15.5 Training

Police Telecommunicators who are certified to train, as designated by the Chief of Police to



provide training, shall be paid a differential of \$3.00 per hour above the employee's base salary rate while performing training and activities which are related to such training.

## **ARTICLE XVI: UNIFORM/EQUIPMENT PROVISIONS**

The Employer will furnish uniforms to Telecommunicators. Articles of the uniform will be at the discretion of the management and considered university property.

## **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:

- 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 XVIII: MISCELLANEOUS**

### Section 18.1 Arbitration of Disputes

All new matters in dispute raised after the effective date of this agreement shall be addressed via arbitration. The parties agree that no bargaining unit member covered by this agreement will have the right to civil service board review.

### Section 18.2 Residency

Employees are required to reside within fifty (50) miles of the NIU Police Department. Any dispute as to whether a residence is within the boundary will be determined by Google Maps or other mutually agreed mapping application.

### Section 18.3 Travel Reimbursement

Travel payments or reimbursements are at the sole discretion of the Chief of Police.

#### Section 18.4 Tuition Waivers

All requests for tuition waivers that require a supervisor's signature shall be submitted through the chain of command prior to scheduling any classes, with final approval by the Chief of Police or designee. Telecommunicators will notify the Department of any classes that they are taking, regardless of whether a supervisor's signature is required for the tuition waiver.

### **ARTICLE XIX: ENTIRE AGREEMENT**

#### Section 19.1 Entire Agreement

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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 upon ratification and approval of both parties and shall remain in full force and effect until June 30, 2026. It shall continue in effect from year to year thereafter, unless notice of "Request to Renegotiate" is provided in writing by email 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 Metropolitan Alliance of Police, in care of the Local President, at NIU Department of Public Safety.

Notices to renegotiate, as required and provide by the Labor Union, shall be addressed to Northern Illinois University, Director of Labor Relations, Office of the General Council, Altgeld Hall 334 DeKalb, Illinois 60115-2854. Or [JPerez1@niu.edu](mailto:JPerez1@niu.edu) 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.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new 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 PARITIES**

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 \_\_\_\_\_  
Charlotte Rangel  
Chapter 675 President

Signature on File \_\_\_\_\_  
Keith George  
MAP President