

AGREEMENT

Between

the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY

and

the SIUC FACULTY ASSOCIATION, IEA/NEA

**for Fiscal Years 2021-2024 Covering the Period
January 1, 2021 - June 30, 2024**

APPROVED
AS TO
LEGAL FORM

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Table of Contents

AGREEMENT 7

ARTICLE 1: DEFINITIONS 8

 Section 1.01. Definitions. 8

 Section 1.02. Gender..... 8

ARTICLE 2: RECOGNITION..... 9

 Section 2.01. Recognition..... 9

 Section 2.02. Classifications Not Guaranteed 9

 Section 2.03. Meeting with Other Employee Organizations 9

ARTICLE 3 STATUS OF THE AGREEMENT10

 Section 3.01. Ratification and Amendment 10

 Section 3.02. Precedence of Agreement 10

 Section 3.03. External Law..... 10

ARTICLE 4: ASSOCIATION RIGHTS 11

 Section 4.01. Exclusive Representative 11

 Section 4.02. Association Business 11

 Section 4.03. Copies of Agreement 11

 Section 4.04. Board Agenda and Participation at Board Meetings. 11

 Section 4.05. Dues Deduction..... 11

 Section 4.06. Electronic Bulletin Board/Web Page 12

 Section 4.07. Association Use of University Equipment, Facilities or Supplies..... 13

 Section 4.08. Service to Association 13

 Section 4.09. Miscellaneous 13

 Section 4.10. Association Sponsored Teaching-Release Time..... 13

 Section 4.11. Office Space for Association Business 14

 Section 4.12. Presentation at New Faculty Orientation 14

ARTICLE 5: OPERATING PAPERS 15

 Section 5.01. Purpose of Operating Papers..... 15

 Section 5.02. Contents of Operating Papers. 15

 Section 5.03. Approval of Initial Operating Papers..... 16

 Section 5.04. Amendment of Operating Papers..... 17

 Section 5.05. Dispute Resolution..... 18

Section 5.06. Grievances	20
ARTICLE 6: INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE..	21
Preamble	21
Section 6.01. Definitions	21
Section 6.02. Informal Resolution Process.....	21
Section 6.03. Authority to File a Formal Grievance.....	22
Section 6.04. Formal Grievance Procedure	22
Section 6.05. Mediation.....	23
Section 6.06. Arbitration.....	23
Section 6.07. Limitations on Authority of Arbitrator	24
Section 6.08. Time Limits.....	25
Section 6.09. Information	25
Section 6.10. Filing of Materials	26
Section 6.11. Miscellaneous	26
ARTICLE 7: NO STRIKES AND NO LOCKOUTS	27
Section 7.01. No Strikes	27
Section 7.02. No Lockouts.....	27
ARTICLE 8: WORKLOAD.....	28
Section 8.01. Preamble	28
Section 8.02. Workload	28
Section 8.03. Workload Grievances	31
Section 8.04. Summer Teaching	31
Section 8.05 Distance Education Off-Campus Teaching in the United States.....	31
Section 8.06. Temporary Overseas Assignment.....	31
Section 8.07. Distance Education Online	32
Section 8.08. Overload.....	34
Section 8.09 Modified Leave-Related Workload Assignments.....	35
ARTICLE 9: PROGRAM CHANGES.....	36
Section 9.01. Preamble	36
Section 9.02. Definitions	36
Section 9.03. Development of Proposal.....	36
Section 9.04. Presentation, Discussion, and Revision of Proposal.....	37
Section 9.05. Presentation of the Program Change Plan and Formal Faculty Vote.	38

Section 9.06. Final Approval Notification and Demand to Bargain Impact.....	39
Section 9.07. Program Discontinuance.....	40
Section 9.08. Status of Faculty Lines.....	40
ARTICLE 10: ACADEMIC FREEDOM AND FACULTY RESPONSIBILITIES.....	42
Section 10.01. Academic Freedom and Responsibility	42
Section 10.02. Faculty Responsibilities	42
ARTICLE 11: DISCIPLINE AND NON-REAPPOINTMENT	45
Section 11.01. Preamble	45
Section 11.02. Supersedence	45
Section 11.03. Guiding Principles for Discipline	45
Section 11.04. Scope of Discipline.....	45
Section 11.05. Notice.....	46
Section 11.06. Right of Representation	46
Section 11.07. Procedures for Discipline of Faculty	47
Section 11.08. Administrative Leave Without Prior Notice.....	49
Section 11.09. Non-reappointment of Tenure-Track Faculty Without Cause.....	50
ARTICLE 12: COMMUNICATIONS COMMITTEE.....	52
ARTICLE 13: TENURE AND PROMOTION.....	53
Section 13.01. Initial Appointment.....	53
Section 13.02. Annual Pre-Tenure Review	53
Section 13.03. Extension of Tenure-Track Probationary Period	54
Section 13.04. Provisions Applicable to Both Promotion and Tenure	54
Section 13.05. Review Committees.....	56
Section 13.06. Effective Dates.....	57
Section 13.07. Grievance	58
ARTICLE 14: SALARIES AND FRINGE BENEFITS	60
Section 14.01. Salaries for Fiscal Year 2020.....	60
Section 14.02. Salaries for the period of 7/1/2020 through 12/31/2020.....	60
Section 14.03. Intentionally left blank.....	61
Section 14.04. Intentionally left blank.....	62
Section 14.05. Distribution of General Salary Adjustments.....	62
Section 14.06. Aggregate Base Salary of Faculty	62
Section 14.07. Promotional Raises	63

Section 14.08. Minimum Salary	63
Section 14.09. Sharing Efforts to Grow Student Enrollment	63
Section 14.10. Effect of Budgetary Rescissions on Salaries	64
Section 14.11. Merit Increases.....	64
Section 14.12. Cooperation.....	64
Section 14.13. Calculation of Equity Increases	64
Section 14.14. Initial Salary Offer	65
Section 14.15. Salary Counteroffers	66
Section 14.16. Summer Contracts.....	66
Section 14.17. Information to the Association	68
Section 14.18. Salary of Faculty Members Returning to the Bargaining Unit.....	68
Section 14.19. Terms and Conditions for Interim Chairs/Directors	68
Section 14.20. SIU Foundation Awards	69
Section 14.21. Health and Life Insurance Coverage	69
ARTICLE 15: LEAVES OF ABSENCE	70
Section 15.01. Sick Leave.....	70
Section 15.02. Vacation	71
Section 15.03. Sabbatical Leaves	72
Section 15.04. Other Leaves	73
Section 15.05. Military Leave.....	74
Section 15.06. Family and Medical Leave Act.....	74
Section 15.07. Employment Elsewhere	74
Section 15.08. Bereavement	74
Section 15.09. Jury Duty.....	74
Section 15.10. Modified Leave-Related Workload Assignments.....	74
ARTICLE 16 GENERAL PROVISIONS.....	75
Section 16.01. Access to Personnel Records	75
Section 16.02. Outside Employment	75
Section 16.03. Non-Discrimination	75
Section 16.04. Safety and Health.....	75
Section 16.05. Miscellaneous.	75
Section 16.06. Academic Year Calendar	76
Section 16.07. Appointment of an Interim Chancellor or Interim Provost and Vice Chancellor...	76

Section 16.08. Travel.....	76
Section 16.09. Faculty Offices.....	76
ARTICLE 17: BOARD RIGHTS.....	78
Section 17.01.....	78
Section 17.02.....	78
ARTICLE 18: UNPAID FURLOUGH OR UNPAID CLOSURE DAYS.....	79
Section 18.01. Preamble.....	79
Section 18.02. Determination of Unpaid Furlough or Unpaid Administrative Closure Days.....	79
Section 18.03. Maximum Number of Days.....	79
Section 18.04. Notification.....	79
Section 18.05. Impact Bargaining.....	79
Section 18.06. Effect of Unpaid Furlough/Unpaid Closure Days on Salary.....	80
Section 18.07. Effect of Unpaid Furlough Days/Unpaid Administrative Closure Days on Benefits	80
Section 18.08. Implementation.....	80
ARTICLE 19: REDUCTION IN FORCE.....	81
Section 19.01. Policy Statement.....	81
Section 19.02. Layoff for Financial Exigency.....	81
Section 19.03. Definition and Information.....	81
Section 19.04. Declaration and Bargaining.....	82
Section 19.05. Layoff Procedures.....	82
Section 19.06. Recall.....	84
Section 19.07. Insurance/SURS.....	85
ARTICLE 20: ENTIRE AGREEMENT.....	86
ARTICLE 21: SAVINGS.....	87
ARTICLE 22: TERM OF AGREEMENT.....	88
Appendix A: Operating Papers in Force on June 10, 2020.....	86
Unit Level:.....	86
College Level:.....	86
ADDENDUM I: REVIEW OF ADMINISTRATORS.....	87
ADDENDUM II: INTELLECTUAL PROPERTY, COPYRIGHTS, AND PATENTS.....	94
Exhibit 1: Provisional Time Reporting Form.....	98

AGREEMENT

This AGREEMENT is entered into this 28 day of February, 2022, by and between the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY (“Board”) and the SIUC Faculty Association, an affiliate of the IEA/NEA (“Association”), and only applies to said parties.

WITNESSETH:

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time Faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Southern Illinois University and are consonant with the paramount interests of the public and the students of Southern Illinois University Carbondale;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, hours, fringe benefits, and conditions of employment of the full-time Faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Southern Illinois University, and to provide an orderly and prompt method of handling and processing grievances; and

WHEREAS, it is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for Faculty covered by this Agreement;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1: DEFINITIONS

Section 1.01. Definitions. This Agreement shall incorporate the definitions enumerated below:

Association – The term “Association” refers to the SIUC Faculty Association, a labor organization affiliated with the Illinois Education Association/National Education Association, and its authorized representatives.

Board – The term “Board” shall mean the Board of Trustees of Southern Illinois University, and its members and authorized administrative or management representatives.

Days – The term “day” or “days” shall mean calendar day(s) unless otherwise specified.

Full-Time Faculty – Unless otherwise expressly provided, the terms “Faculty,” “Faculty member” or “full-time Faculty member” shall mean those employees specifically included in the bargaining unit as set forth in Article 2 Section 2.01 of this Agreement.

Preamble – Preambles are introductory statements to specific Articles or concepts and are utilized through the agreement. Preambles are not grievable provisions of the contract but are intended to clarify the parties’ intent for the Article or provision(s) to follow.

University – The term “University” shall mean Southern Illinois University Carbondale.

Section 1.02. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to masculine or feminine or transgendered.

ARTICLE 2: RECOGNITION

Section 2.01. Recognition. The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit described as follows:

Included: All Faculty holding a tenure or tenure-track faculty appointment of 0.5 or greater employed through the Carbondale campus.

Excluded: All other employees, including but not limited to the School of Law and School of Medicine faculty; Non-tenure-track faculty; Deans, Associate Deans, Assistant Deans, Department Chairs, Directors; all faculty employed through other campuses; and all supervisory, managerial, confidential and short-term employees as defined in the Illinois Educational Labor Relations Act, as amended.

Section 2.02. Classifications Not Guaranteed. The classifications or job titles used by the Board are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Board. Any disagreement regarding inclusion or exclusion of a newly created classification or job title shall be resolved by the unit clarification procedures established by the Illinois Educational Labor Relations Board, and shall not be subject to the grievance procedure of this Agreement.

Section 2.03. Meeting with Other Employee Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any Faculty, constituency group, or employee organization to hear their views on any matter. No changes in any terms or conditions of employment that fall within the mandatory scope of bargaining will be made as a result of any such meeting except by mutual agreement of the Board and the Association.

ARTICLE 3: STATUS OF THE AGREEMENT

Section 3.01. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

Section 3.02. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations that may be in effect from time to time, the written terms of the Agreement, for its duration, shall be controlling as to bargaining unit Faculty.

Section 3.03. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, such legal obligations thus imposed shall be controlling. I.E. the provisions of the Illinois Ethics Act (5 ILCS 430/) as it may be amended or modified from time to time (see also section 10.02d).

ARTICLE 4: ASSOCIATION RIGHTS

Section 4.01. Exclusive Representative. In accordance with Article 2 of this Agreement, the Association is the exclusive bargaining representative for Faculty covered by this Agreement.

The Association shall be represented on the University Joint Benefits Committee, the Affirmative Action Advisory Committee, the Computing Advisory Committee, the Library Affairs Advisory Committee, and any present or future search committees for University President, University Chancellor, Provost and Vice Chancellor, and College Deans. In addition, the Association shall have the right to nominate a Faculty member for possible appointment to the SURS Advisory Committee. Finally, the Association President or designee shall continue to be invited to attend the University President's periodic meetings with constituency heads as long as such meetings are held.

Section 4.02. Association Business. Duly authorized representatives of the Association shall have access to University premises for the purposes of transacting Association business consistent with this Agreement and the Illinois Educational Labor Relations Act.

Section 4.03. Copies of Agreement. The Association shall provide to each member of the bargaining unit a copy of this Agreement. The Association and the Board shall each bear responsibility for the printing costs of any copies for use by the Association and the Board.

Section 4.04. Board Agenda and Participation at Board Meetings. For each regularly scheduled and each special meeting of the Board of Trustees, the Board shall provide the Association President or designee with a copy of the meeting agenda and the packet of non-confidential and/or non-privileged information regularly provided to Board members and as made available to the media. Such notice and information shall be provided at the same time as it is provided to other groups on the Board's mailing list to receive such information.

Section 4.05. Dues Deduction. During the term of this Agreement, the Board agrees to deduct from the monthly check of each Faculty member, upon receipt of an initial written authorization from that Faculty member or subsequently certified by the Association in succeeding years, the amount required for Association membership. Such authorization must be received by the University's Director of Human Resources (or designee) by the fifteenth day of the first month for which the deduction shall be made and can only be revoked by written notice to the Association Treasurer and the Director of Human Resources or designee.

The Board agrees to remit such deductions by the first (1st) day of the succeeding month to the Treasurer of the Association.

If a Faculty member has no earnings due for a given pay period, the Association shall be responsible for collecting such Faculty member's amount due for that period. The Association will notify the University's Director of Human Resources (or designee) of the exact amount of

the regular monthly membership amount due to be deducted within fifteen (15) days of the date this Agreement is executed, and thereafter within fifteen (15) days of the start of each academic year. The amount of said deduction shall not be subject to change for the duration of the academic year. If an improper deduction is made, and paid to the Association, the Association shall refund any such amount directly to the Faculty member involved.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any non-negligent action taken or not taken by the Board for the purpose of complying with the above provisions of this dues deduction section or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions, and the Association shall defend such action, at its own expense and through its own counsel, provided that:

- a. the foregoing provision shall not apply to claims, demands, action, complaints, suits or other forms of liability (monetary or otherwise) brought by the Association and/or its officers against the Board;
- b. the foregoing provision shall not apply to claims, demands, action, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any type of willful misconduct by the Board or the Board's negligent execution of the obligations imposed upon it by this dues deduction section; and
- c. the Board shall promptly notify the Association in writing if there is any lawsuit or other legal challenge to the provisions of this dues deduction section and give its full cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at all litigation levels.

Furthermore, the Board shall have the right to designate its own legal counsel in any such legal proceedings. If such designation is necessary to protect its own interests, which are separate from and inconsistent with the Association's interests, this indemnification provision shall also cover the reasonable cost of such representation as long as the services provided by the Board's own legal counsel are not duplicative of the services provided by the Association's legal counsel. Both the Board's designation of its own legal counsel in a situation where the Board believes that this indemnification provision is applicable and the reasonable cost of such representation provided by such counsel shall be subject to the approval of the Association, which approval shall not be unreasonably withheld. This indemnification provision shall not extend to errors that are solely the fault of the Board.

Section 4.06. Electronic Bulletin Board/Web Page. During the term of this Agreement, the Association may use an electronic Bulletin Board or Web Page on the University electronic information system to facilitate on-campus communication with its members, provided that such usage shall be restricted to the following: (a) notices of Association recreational and social activities; (b) notices of Association elections; (c) notices of Association appointments; and (d) notices of Association meetings, reports, minutes, information, and announcements thereof. The

Association shall limit posting of all Association notices on campus to this space. Costs incident to preparing the posting of Association material shall be borne by the Association.

The Association's use of the University's electronic information system shall conform with applicable University rules and regulations concerning the use of the system. The Board reserves the right to restrict or prohibit the Association's usage of the University's electronic information system in the event the Board determines that the Association has used such system contrary to the applicable rules and regulations.

Section 4.07. Association Use of University Equipment, Facilities or Supplies. The Association may use University equipment, facilities and/or supplies, including but not limited to copiers, telephones, e-mail, and meeting rooms, if such usage has been pre-approved, in writing. Such use shall not take precedence over University needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the Board.

Section 4.08. Service to Association. The parties agree that certain Association activities shall be recognized as Service as defined in this Agreement. Such Association activities may include, but are not limited to, elected union positions and service as a representative of the Association on a Committee, Task Force, State or National Affiliate body, etc.

The Board shall consider the above activities as Service in the following processes:

- Tenure and Promotion (including chair/director and dean recommendation letters);
- Merit, if applicable pursuant to relevant operating paper(s);
- Annual Evaluation;
- Awards; and
- Applications for campus positions, including "functional" department/school roles, such as program coordinator.

Section 4.09. Miscellaneous. Faculty members on twelve (12) month fiscal appointments who are elected or appointed to official Association positions may submit requests to their Dean to adjust their work schedules so that they can attend off-campus meetings of the Association's State and National affiliates and such requests will not be arbitrarily and capriciously denied.

Section 4.10. Association Sponsored Teaching-Release Time. If the Association reimburses the Board for 25% of an individual faculty member's base monthly salary for the period of the release, then the Association may request release time of 0.25 FTE (one 3 credit hour course) for eligible Faculty members. Faculty eligible for release time shall be the duly-elected officers of the union, members of the bargaining and grievance committees, and chairs of other Association Committees. Such releases shall be limited to five (5) faculty members at any given time. The release period for an individual faculty member may be for one semester or an entire academic year.

The Association shall provide a written request to the Board's contract administrator (e.g., Associate Provost for Academic Administration) to include the following: (1) name(s) of

the faculty member to be released; (2) dates of release; and (3) category of Association position as listed above. Such notification shall be submitted no later than April 15 (or another mutually agreed date) of the preceding academic year. Such requests shall not be unreasonably denied.

Upon approval, the Board shall furnish the Association with documentation detailing the cost of the release time (25% of the faculty member's base monthly salary during the release period), to include the deadline for payment and payment process. In all other respects (e.g., economic fringe benefits, SURS, etc.), the released faculty member shall be considered as a full-time Faculty member.

Section 4.11. Office Space for Association Business. The University agrees to work with the Association to identify University office space(s) which are available for lease. If appropriate space is located, the Association shall be permitted to lease University-owned space(s) under the same terms, lease amounts, and conditions as the other lessees. The parties agree that the other IEA/NEA units at SIUC: Association of Civil Service Employees, Graduate Assistants United, and Non-Tenure Track Faculty Association, may share any such leased space(s).

Section 4.12. Presentation at New Faculty Orientation. A representative of the Faculty Association and a representative of the Board shall jointly make an informational presentation during the annual new Faculty Orientation which will address at a minimum the following issues:

- a. The Illinois Educational Labor Relations Act, which enables the existence of faculty unions in higher education in Illinois, and, what are mandatory subjects of bargaining;
- b. Highlights of the aspects of the professional life of all SIUC faculty members that are governed by the union contract, including salary and benefits, workload, promotion and tenure, grievances, arbitration, and leaves of absence.

The presentation shall not include any direct appeals for union membership. Both representatives shall divide the presentation time in roughly equal intervals. The representatives shall exchange their presentations no later than a week before the orientation.

The Board shall notify the Association of the New Faculty orientation location and date once those have been determined, but no later than two weeks in advance of the New Faculty Orientation. If a similar presentation is required by the collective bargaining agreement of another group (e.g., the NTTFA), and if the new Faculty Orientation includes (for at least a portion of it) new members from both bargaining units, the joint presentation described here will occur when both groups are present. Such simultaneous presentation to both groups will fulfill the requirement of the joint presentation described here.

With the exception of the paragraph above, the Board retains control over the agenda for the New Faculty Orientation.

ARTICLE 5: OPERATING PAPERS

Section 5.01. Purpose of Operating Papers. Operating Papers establish the processes and practical mechanisms that enable Faculty to participate in the governance of their schools/departments and of their colleges. Operating Papers also provide for the expression of the differences and uniqueness of the various basic academic units in the university. The Faculty of each such schools/departments, unit, and college shall adopt and maintain an operating paper, which shall not conflict with the terms of this Agreement, Board statutes, or the college's operating paper (for schools/ departments, and unit operating papers). The Library Affairs Operating Paper shall be considered to be a college operating paper.

Section 5.02. Contents of Operating Papers. All operating papers shall include, but not necessarily be limited to, the following items, as long as they are consistent with the express terms of this Agreement:

- a. Mission statement;
- b. Definition of voting faculty (including eligibility to vote on specific issues and policies);
- c. For schools/ departments and Library Affairs operating papers, merit criteria and process for awarding merit raises, including how the annual review process of Faculty is used in awarding merit raises;
- d. Tenure and promotion standards, guidelines and procedures;
- e. Establishment, roles, responsibilities, composition, and authority of committees, including unit-level procedures for making curricular decisions;
- f. Qualifications, role and responsibilities of the Dean (for College Operating Papers) or Director/Chair (for schools/ departments operating papers) and procedures for Faculty to provide recommendations to the Dean on the appointment and review of a Director/ Chair/; and, for College operating papers, procedures for review of the dean;
- g. Procedure for reviewing and amending the operating paper;
- h. Academic qualifications of new Faculty to be recruited, and procedures for the academic unit to make hiring requests to the Dean;
- i. For school/department and Library Affairs operating papers, criteria to be applied when determining workload, including workload assignment criteria for credit hour equivalencies pertaining to indirect and/or contact-hour teaching assignments. Any such language shall be in compliance with the provisions of Article 8.

Section 5.03. Approval of Initial Operating Papers. If a new school/department, unit, or college is created through the initiation of a new school/department, unit, or college, or the merger of two or more existing schools/departments, units, or colleges, an operating paper shall be adopted under this article.

Within 9 months from the date of formation of a new school/department or College, said unit shall propose an operating paper to the appropriate next level administrator as defined in this article. An extension of the deadline may be requested by the unit, and such request shall not be unreasonably denied. Units are encouraged to consult with the Chancellor (or designee) and Faculty Association President to establish a timeline for the proposal of an initial operating paper to the appropriate next level administrator.

School/Department Operating Papers. Following open debate, any new school/department operating papers shall be subject to the approval of a 75% majority of those Faculty voting. The vote shall be conducted by secret ballot, and each Faculty member shall be given the opportunity to vote. In the event that a school/department is not able to attain a 75% majority, the school/department may seek internal mediation with representatives of the Association and the Board, upon request to the President of the Association or to the Associate Provost for Academic Administration.

College Operating Papers. Following open debate, any new College operating paper shall be subject to the approval of a majority of those Faculty voting. The vote shall be conducted by secret ballot, and each Faculty member shall be given the opportunity to vote.

All initial operating papers shall also be subject to the approval of the appropriate Dean (for school/department, and unit operating papers) and the Chancellor or the Chancellor's designee (for school/department, unit, and college operating papers).

The next level administrator as defined by this article, within thirty (30) days of receipt of the proposed operating paper, shall provide a written response to the school/department, unit, or college if the operating paper is not approved, or submit the operating paper for approval to the next level of administration as defined in this article.

Within thirty (30) days of receipt of the proposed operating paper by the Chancellor (or designee), they shall provide a written response to the school/department, unit, or college if the operating paper is not approved or communicate written approval of the operating paper to the college dean and school/department, if appropriate.

Operating papers created under Section 5.03 become effective when the process of review and approval has been concluded, including the approval of the Chancellor (or designee), or as a result of the outcome of the dispute resolution process described in Section 5.05, if applicable. The Association shall be provided with a copy of any new operating papers approved under this article within thirty (30) days of approval.

Disputes over approval of operating papers shall be processed in accordance with Section 5.05 below. All disputes must be presented no later than forty-two (42) days from the date an

administrator communicates denial. Days between December 15 and January 15 and between May 15 and August 15 shall not be counted in the calculation of the forty-two (42) days.

Section 5.04. Amendment of Operating Papers. Review and amendment of an operating paper that has been approved as provided in Section 5.03 above shall be done in accordance with the procedure specified in the applicable operating paper. Only amendments approved by the appropriate percentage of Faculty as described by the respective operating papers may be referred to administrators for review and approval.

The amendment of operating papers shall also be subject to the approval of the appropriate Dean, for school/department and unit operating papers, and, for college operating papers if Dean approval is required by an approved College operating paper, and of the Chancellor (or designee), or as a result of the outcome of the dispute resolution process described in Section 5.05, if applicable, for school/department, unit, and college operating papers, utilizing the following procedure:

- a. The Administration shall only consider the language put forward as amended in the amendment review process.
- b. The proposed amendment(s) shall show the proposed changes as marked-up against the current approved operating paper.
- c. The individual identified in the operating paper, if any, shall submit the proposed amendment(s) to the next level administrator within fourteen (14) days of a positive Faculty vote on the amendment(s). If there is no such individual identified in the extant operating paper, it shall be the responsibility of the school/department director/chair or college dean.
- d. The next level administrator, within thirty (30) days of receipt of the proposed amendment(s), shall provide a written response to the school/department, unit, or college if the amendment(s) is denied or submit the amendment(s) for approval to the next level of administration.
- e. Within thirty (30) days of receipt of the proposed amendment(s) by the Chancellor (or designee), s/he shall provide a written response to the school/department, unit, or college if the amendment(s) is denied or communicate written approval of the amendment(s) to the college dean and school/department, if appropriate.
- f. If the parties mutually agree, the time period may be stopped for no more than thirty (30) days to allow for a period of consultation between the reviewing administrator and submitting school/department, unit, or college.
- g. The parties may, by mutual agreement, extend the time limits contained in this Section related to the review and response to proposed amendment(s). Neither party shall arbitrarily and unreasonably refuse to agree to a written request for an extension of a time limit in this Section. If the other party denies the request for extension of time, then the requesting party shall have five (5) days, or the remainder of the original response period, whichever is longer, to provide the response.

- h. Within thirty (30) days of approval of amendment(s) under this article, the appropriate administrator shall provide Faculty in the applicable school/department, unit, or college a complete copy of the operating paper incorporating such amendment(s).

Amendment(s) to operating papers modified under Section 5.04 become effective when the process of review and approval has been concluded, including the approval of the Chancellor (or designee), or the outcome of the dispute resolution process described in Section 5.05, if applicable.

Disputes over amendments shall be processed in accordance with Section 5.05 below. All disputes must be presented no later than forty-two (42) days from the date the Dean or Chancellor (or designee) communicates denial of the requested modification. Days between December 15 and January 15 and between May 15 and August 15 shall not be counted in the calculation of the forty-two (42) days.

Section 5.05. Dispute Resolution. The parties agree that disagreements regarding operating paper approval or amendment are best resolved via informal discussions among the parties. In the event that a dispute cannot be resolved informally between a department/school, unit, or college and the Administration over the amendment or approval of an operating paper, the following procedure shall be in effect:

- a. Disputes at the Dean level. Within thirty (30) days of denying approval of an operating paper or amendment, the Dean will schedule a meeting with an Association representative appointed by the Faculty Association President, the Director/Chair, and a Faculty representative appointed by the Faculty from the affected school /department, unit, or college to discuss the matter. Within fifteen (15) days after the meeting, two written reports, one presented by the Faculty Association and one presented by the Dean, shall be distributed in writing to all Faculty in the affected department/school, unit, or college by the Dean with a copy to the Faculty Association President. Each report shall provide the reasoning of all viewpoints held by the reporting party related to the dispute and presented at the meeting.

With the distribution of the reports, the Dean shall communicate the date by which the Faculty in the affected school/department, unit, or college must schedule the re-vote to affirm the initial operating paper (in the case of a new unit) or amendment(s) (in the case of an existing unit's operating paper). The Faculty in the affected school/department, unit, or college shall communicate the date for the re-vote to the Dean and the Faculty Association President once determined. The re-vote shall be by written secret ballot.

- i. If the re-vote results in 75% or more of those voting in favor of the pending amendment or approval, provided that each Faculty member is given the opportunity to vote, the amendment or full operating paper will be forwarded to the Chancellor (or designee) for due consideration.
- ii. If the balloting fails to achieve at least 75% of the votes in favor in the re-

vote, the amendment or approval of the operating paper fails.

- b. Disputes at the Chancellor level. If the Chancellor does not approve an initial operating paper or an amendment to an existing operating paper, the Faculty shall have forty-two (42) days to refer the amendment or the initial Operating Paper dispute to the Chancellor for the final determination process described in sections 5.05 c. and 5.05d. below.
- c. Final Determination: Referral to mediation. Within fifteen days of the Faculty referring the matter to the final determination process, representatives of the administration and the Association will submit a request to the FMCS for the appointment of a mediator for the dispute(s) involving language in the Operating Paper at the Chancellor level. There will be a minimum of two mediation sessions on two separate dates. If a dispute is not resolved through this process after two sessions, either party may decide to take the item to the interest arbitration step; or both parties may agree to continue the mediation process for an additional session.
- d. Final determination: Referral to interest arbitration.
 - i. If the points of disagreement are not resolved by mediation, the parties agree to resolve the operating paper dispute through an interest arbitration approach. This arbitration will be of limited scope and shall result in a decision/award by a neutral arbitrator selected through the arbitration selection process as provided for in Section 6.06(a).
 - ii. For purposes of this interest arbitration, each party shall present the arbitrator with their proposed operating paper language pertaining to the area of dispute. The parties agree not to submit proposals that reflect regressive positions. The arbitrator's decision/award shall be limited to choosing the Association's proposed language or the University's proposed language pertaining to the disputed provision.
 - iii. The parties may submit multiple, independent sets of proposals to the arbitrator if there is more than one operating paper provision in dispute. In such cases, each provision shall be reviewed and awarded independently by the arbitrator.
 - iv. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.
 - v. The arbitrator shall have no authority to fashion their own resolution, but will be limited to accepting one of the proposals as they are presented. However, the arbitrator shall have the authority, prior to making a ruling, to attempt to reach a mutual agreement between the parties on the disputed provision.
 - vi. The arbitrator shall have no authority to make a decision/award on any issue not submitted and raised during this interest-based arbitration.
 - vii. The arbitrator shall have no authority to make any decision/award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law.
 - viii. The arbitrator shall have no authority to make any decision/award that

contradicts either the Board rights as provided for in Article 17 or limitations on Board rights expressly provided for by any article in this agreement.

- ix. Approved Operating Papers as of 6/10/2020, and listed in Appendix A, shall be used as reference points for the dispute resolution procedures.
- x. The arbitrator shall review any materials submitted by the parties and any other materials the arbitrator deems relevant
- xi. Any decision/award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Board, the Association, and the Faculty members covered by this Agreement.
- xii. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.
- xiii. The arbitrator shall submit their decision no more than 30 days from the date of submission of written briefs or closing arguments of the parties

Section 5.06. Grievances. Grievances under this Article shall be limited to cases in which: approved operating papers do not exist; an operating paper is being implemented in a manner that is contrary to the express terms of this Agreement; or either the timelines or the procedural steps in the approval or amendment process (sections 5.03, 5.04), or in the dispute resolution process (section 5.05) are not followed. If one or more Faculty members have a dispute over the interpretation or application of an operating paper that is not subject to the grievance and arbitration procedure set forth in this Agreement, the Faculty member(s) may process the dispute in accordance with the "Grievance Procedure for Faculty" as set forth in the then current *SIUC Employees Handbook*.

ARTICLE 6: INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Preamble. This article sets out procedures for resolving contractual disputes under the Agreement. The parties consider it desirable for disputes that are non-contractual to be resolved through free and informal communication. Dispute resolution may be undertaken with assistance from several resources, not limited to, but including an Ombudsperson Program or similar position (if one is available on campus), the Federal Mediation and Conciliation Service (FMCS), or Labor and Employee Relations, etc.

Section 6.01. Definitions.

A “grievance” is a dispute raised during the term of this Agreement by a faculty member, by several Faculty members or by the Association against the Board, which involves an alleged violation by the Board of one or more provision(s) of this Agreement affecting:

- a. a Faculty member(s);
- b. a class of similarly situated Faculty member(s); or
- c. specific Association rights under this Agreement (e.g., dues deduction; Association use of University equipment, facilities, or supplies; Association access and receipt of information; etc.).

A “formal grievance” is a written document that contains a statement of the facts from which the dispute arose, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. If there was an attempt at informal resolution, the formal grievance may also provide information on the informal resolution attempt.

Section 6.02. Informal Resolution Process. It is desirable for a contractual dispute(s) or grievance between a Faculty member(s) and the Board to be resolved through free and informal communications, starting with the appropriate Administrator at the lowest administrative level. At any such informal meeting, the Faculty member(s) may be accompanied by another non-administrative member of the SIUC Faculty and the Administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may attend any such informal meeting.

Nothing in this agreement shall prohibit members of the Bargaining Unit who are serving as Acting/Interim Directors/Chairs from resolving a contractual dispute through this informal resolution process.

In the event the dispute or grievance is resolved through the informal process, the resolution shall not be precedent-setting. In the event the dispute is not resolved through the informal process, the parties agree that this Article shall govern the filing and processing of formal grievances.

Section 6.03. Authority to File a Formal Grievance. The following parties shall be authorized to file a formal grievance:

- a. the affected Faculty member(s) or the Association on behalf of the affected Faculty member(s) who has authorized in writing the filing of a formal grievance for those grievances as defined in 6.01(a);
- b. the Association on behalf of a class of similarly situated Faculty members who have authorized in writing the filing of a formal grievance for those grievances as defined in 6.01(b); or
- c. the Association on its own behalf for those grievances as defined in 6.01(c).

The failure of the Association to file a formal grievance in instances where an affected Faculty member(s) does not authorize the filing of same shall not be a precedent that is binding on the Association in future instances involving similar facts and circumstances.

Any Faculty member(s) may file a formal grievance and have it resolved without the intervention of the Association. Any such resolution shall be consistent with the terms of this collective bargaining agreement. Unless approved by the Association, any such resolution shall not be precedent-setting.

Section 6.04. Formal Grievance Procedure. The parties agree to the following governing principles for the filing and processing of formal grievances:

- a. If a resolution to a grievance cannot be reached through the informal process provided in Section 6.02, the Faculty member(s) may file a formal grievance at the Provost level. If the formal grievance is filed against the Provost, the formal grievance shall automatically be filed at the Chancellor level. The formal grievance may be filed at a higher level if the parties mutually agree in writing. If the action occurred at the Chancellor's level or above, the formal grievance shall be filed with the Chancellor. Any such formal grievance must be filed within the forty-two (42) day period noted in Section 6.08.
- b. A meeting shall be held at the administrative level at which the formal grievance is filed within fourteen (14) days after the formal grievance is filed. The meeting shall be between the Administrator (or designee), the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or Administrator (or designee) may invite an additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. The Administrator (or designee) shall provide a written response to the Grievant(s) or the Association as appropriate no later than fourteen (14) days after the meeting.
- c. If the formal grievance is denied at the Provost level, the Grievant(s)/Association may file an appeal(s) within fourteen (14) days of receipt of written denial, to the Chancellor. The Chancellor (or designee) with whom the appeal is filed may hold a meeting with the Grievant(s)/Association if the Administrator (or designee) believes it is necessary. The Grievant(s) and/or Chancellor (or designee) may invite an

additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. Any such meeting shall be held within fourteen (14) days after the filing of the appeal. The Chancellor (or designee) shall provide a written response to the appeal to the Grievant(s) or the Association as appropriate within fourteen (14) days after the filing of the appeal or within fourteen (14) days after the meeting regarding the appeal, whichever is later. After the appeal is filed with the Chancellor, the Grievant(s) shall have no further internal appeal rights and may elect to request arbitration in accordance with Section 6.07.

- d. The parties agree that the processing of merit pay and workload grievances shall be given priority over other grievances.

Section 6.05. Mediation. At any time after a formal grievance has been timely filed at the appropriate administrative level, the parties by mutual agreement may submit the grievance to mediation. In such event, the Board and the Association shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service, or a private mediator mutually agreed upon between the Board and the Association, to assist in resolving the grievance. In the event the Board and the Association mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the Board and the Association. At the specific request of the mediator, other Faculty and/or Administrators may be invited to assist in the resolution of the grievance.

Any offers of compromise or settlement discussions that occur during mediation shall be inadmissible in any subsequent proceeding, including any arbitration hearing. If, following at least one meeting between the parties and a mediator, the grievance has not been resolved, the grievance shall be processed in accordance with the grievance and arbitration procedure set forth in this Article. The time period for such processing shall be stopped during the period of mediation and resume when either party provides written notification that mediation has been unsuccessful.

Section 6.06. Arbitration. If the formal grievance is not settled through the process above and the Association wishes to appeal the Chancellor level response to the formal grievance, the Association may refer the formal grievance to arbitration, as described below, by notifying the Chancellor in writing within fourteen (14) days of receipt of the written answer of the Chancellor (or designee) as provided to the Association:

- a. Association and Board representatives shall attempt to agree upon an arbitrator within fourteen (14) days after the Board's receipt of the Association's notice of referral. This time period may be extended by mutual consent of the parties until either one of the parties withdraws its consent to continue the extension. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period or any mutually agreed extension thereof, the parties shall jointly request either the American Arbitration Association, the Federal Mediation and Conciliation Service, or the Illinois Educational Labor Relations Board (IELRB) to submit a panel of five (5) to seven (7) proposed arbitrators who possess experience with higher education who are members of the National Academy of Arbitrators. Each party retains the right to reject one

panel in its entirety and request that a new panel be submitted. Otherwise, the arbitrator shall be chosen pursuant to the rules of the American Arbitration Association, the Federal Mediation and Conciliation Service, or the Illinois Educational Labor Relations Board (IELRB) then in effect.

- b. The arbitrator selected shall set the time for the hearing, subject to the availability of Association and Board representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. Unless otherwise mutually agreed, the hearing shall be held on the Carbondale campus.
- c. The Board and the Association retain the right to choose their own representatives. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), such dispute shall be decided by the arbitrator selected by the parties.
- d. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. Where both parties mutually agree in writing, more than one grievance hearing may be held on the same date(s) before the same arbitrator. Where both parties mutually agree in writing, two or more grievance(s) on the same issue may be merged into one hearing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.

Section 6.07. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law. An arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the Faculty member(s) who is the Grievant(s), the Association, or the Board) if any such party has engaged in frivolous litigation tactics for the purpose of delay or needless increase in the cost of processing a grievance. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Board, the Association, and the Faculty members covered by this Agreement.

Section 6.08. Time Limits.

- a. Time limits throughout this Article referring to “days” will mean calendar days. The parties may, by mutual agreement, extend the time limits contained in this Article related to the filing, meeting(s), or processing of a grievance. Neither party shall arbitrarily and unreasonably refuse to agree to a written request for an extension of a time limit in this Article. If the other party denies the request for extension of time, then the requesting party shall have five (5) days, or the remainder of the original filing period, whichever is longer, to file the grievance or otherwise respond.
- b. All formal grievances must be presented no later than forty-two (42) days from the date of the first occurrence of the matter giving rise to the grievance, or within forty-two (42) days after the Grievant(s), through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.
- c. The Faculty member(s) or Association may preserve the right to file a formal grievance by filing an Intent to File Notice, within the forty-two (42) day period, while simultaneously pursuing the Informal Resolution Process noted in Section 6.02.
- d. If a formal grievance is not filed within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next level of the formal grievance procedure within the time limit specified in Section 6.05(d) or any agreed extension thereof, it shall be considered settled on the basis of the Board’s last answer.
- e. If the Board does not respond to a formal grievance or formal grievance appeal within the time limits specified in Section 6.04(c) or 6.04(d) or any agreed extension thereof, the formal grievance may be considered to be denied at that level and automatically appealed to the next level. The timeline for the response at the next higher level will not begin until the Grievant(s) or the Association serves formal notification to the next level Administrator.
- f. Once a formal grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15.
- g. The processing of timely filed workload and merit pay formal grievances shall continue between May 15 and August 15. For all other timely filed formal grievances, the processing shall continue between May 15 and August 15 unless either party notifies the other in writing that the time limits be stopped.

Section 6.09. Information. Either party may request in writing information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and its relevance to the grievance in question. The party to whom the request is made may request an explanation from the requesting party as to why the information is not otherwise available. All information requests filed with the Board shall be filed with the office of the Associate Provost for Academic Administration.

The party to whom the request is made shall respond in writing within ten (10) days as to whether or not the request will be honored in whole or in part and, if honored in whole or in part, a good faith estimate of the time needed to fulfill the request. The responding party shall provide existing relevant information or documents or reasonable access to such information or documents. However, nothing herein is intended to require either party to create, collate, or compile information for the other party. If the responding party denies the information requested in whole or in part, the response shall include the basis for denial.

If there is any dispute pursuant to providing information under this Section, the parties agree that there shall be a discussion between the Association and the Board to attempt to resolve the dispute within ten (10) days of the response. If the dispute is not resolved and the formal grievance is referred to arbitration, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the formal grievance.

Section 6.10. Filing of Materials. All records related to a formal grievance shall be filed separately from a Faculty member's official personnel file, excepting only a formal grievance document, resolution, or arbitration award that changes a personnel record in the Faculty member's official personnel file or might form the basis for a future personnel action involving the Faculty member.

Section 6.11. Miscellaneous.

- a. Nothing in this Agreement is intended to preclude a Faculty member(s) from processing disputes that are not "grievances" as defined in Section 6.01 of this Article in accordance with the then current applicable University policy or policies.
- b. Grievant(s), witnesses, and an Association representative may participate in the processing of a grievance in accordance with the provisions of this Article without loss of compensation, so long as Faculty members meet classes and other professional obligations.
- c. Meetings related to grievances shall be held at mutually agreeable times and places.
- d. The non-retaliation provisions in Section 14 of the Illinois Educational Labor Relations Act (115 ILCS 5/14) apply to this article in its entirety.

ARTICLE 7: NO STRIKES AND NO LOCKOUTS

Section 7.01. No Strikes. During the term of this Agreement, neither the Association nor its officers or agents, nor any of the Faculty members covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike), concerted refusal to work, or any other concerted and intentional interruption of the functions of the University. In the event of any violations of any provisions of this Section by the Association, its members, or representatives, the Association shall, upon notice from the Board, immediately direct such Faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 7.02. No Lockouts. During the term of this Agreement, neither the Board nor its administrative agents will lock out any Faculty during the term of this Agreement as a result of a labor dispute with the Association. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the Association, immediately direct such administrative agents, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

ARTICLE 8: WORKLOAD

Section 8.01. Preamble. Southern Illinois University Carbondale is a Carnegie Foundation-classified Research University (high research activity) where Faculty members are essential to the teaching, research/creative activity, and service missions of the University. Each of these functions furthers the overall educational mission of the institution and create opportunities for students.

Section 8.02. Workload.

- a. Faculty workload assignments shall consist of teaching, research/creative activity, and service. Such assignments shall be based upon a workload equivalent of twenty-four (24) credit hours of teaching per academic year. When the Director/Chair is making the annual workload assignment, he/she shall ensure that, if he/she makes a larger assignment in one area, then he/she shall also make a corresponding smaller assignment in another area(s). In no instance shall an annual workload assignment exceed 100% effort. Overload assignments shall be made in accordance with Section 8.08. The following clarifications pertain:
 - 1) In addition to the twenty-four credit hour equivalency, Faculty members must maintain at least six office hours per week, during parts of at least two days. Faculty members shall hold regular office hours at times convenient to their students. These office hours are to be listed on the syllabus, obtainable upon request in the unit office, and posted outside the Faculty member's office. In addition, Faculty members are expected to be reasonably accessible to students via electronic media. (An alternative arrangement for exceptional professional circumstances in a specific instance may be approved by the Director/Chair or other equivalent administrator.)
 - 2) A Faculty member may be relieved from all direct instructional responsibilities only when the Faculty member purchases at least 50% of his/her time through externally funded grants or contracts.
 - 3) The primary responsibility for establishing workloads and credit hour equivalencies shall rest with the schools or basic academic units.
- b. Workload is defined as:
 - 1) Teaching
 - i. Direct teaching, including but not limited to classroom instruction in the regular academic year, courses with assigned credit hours and labs, clinics, master classes, studios, workshops, practicums, individualized lessons and

all other class teaching formats that bring Faculty and students into direct instructional relationships; and,

- ii. Indirect teaching (as defined in an approved operating paper), including but not limited to instructional assignments and assigned contact hours, such as thesis and/or dissertation supervision, serving as readers on theses and dissertations, special problems supervision, directed reading, field work, Faculty supervised independent study, supervision of research papers (including school and honors theses by undergraduate students), new course development, undergraduate and graduate academic advising, supervision of internships and student teaching, professional development, duties of professional librarians, and any other assigned contact hours. Faculty tasks such as theses, dissertations, special problems, and independent study are not automatically considered to be equivalent with teaching typical graduate or undergraduate courses unless a school operating paper provides otherwise,
- 2) Research and creative activity, including but not limited to publication in its many forms, performances, presentations at academic and professional conferences, exhibits, and sponsored research;
 - 3) Service, including but not limited to committee work, service to the Faculty Association (in accordance with Section 4.08), and consultative and/or organized activities, not only inside but also outside the University. Excluded from service are any and all activities that can be classified as teaching and/or research. The types of service and the distribution of service credit shall be determined by the Director/Chair in consultation with Faculty.
- c. Annual Workload Assignments (This Section does not apply to Library Affairs Faculty).

For the purpose of this section, the Dean of the School of Education, or designee, shall serve as "Director/Chair".

In addition to the foregoing contractual provisions, in making Faculty workload assignments (i.e., the assignment of teaching, research/creative activity, and service), the Director/Chair (or equivalent;) shall consider the following primary factors: students' needs; the unit's needs; the Faculty member's expertise, interests and development needs (including a Faculty member's interest in seeking tenure and promotion); distribution of teaching, research/creative activity, and service assignment in an individual Faculty's

annual workload assignment; and the equitable distribution of workload within the department.

Prior to the end of the Spring semester, the Director/Chair (or equivalent) shall meet with each Faculty member in the unit to discuss the proposed annual workload assignment for the following Fall and Spring semesters. If a School's/Department's operating paper so provides, proposed Faculty annual workload assignments will be reviewed by the Faculty. A Faculty member's annual workload assignment shall be subject to the approval of the Dean and, after approval by the Dean, a written record of the final annual workload assignments shall be provided to the Faculty member and Dean or designee by the Director/Chair (or equivalent). Changes in a final annual workload assignment can be made only for a subsequent change in circumstances (e.g., death or disability of a Faculty member, employment of new Faculty, the closing of previously scheduled courses, level of external funding from grants, increase or decrease in enrollment of assigned courses, reduction in total revenue, etc.).

d. Annual Workload Assignments for Library Affairs Faculty

In addition to the foregoing contractual provisions, in making Faculty annual workload assignments (i.e., the assignment of teaching/librarianship, research/creative activity and service), the dean (or designee) shall consider the following factors: the need of the Library to maintain its service to the University community; the Faculty member's professional specialization, areas of responsibility, development needs (including a Faculty member's interest in seeking tenure and promotion) ; distribution of teaching/librarianship, research/creative activity, and service assignment in an individual Faculty's annual workload assignment; and equitable distribution of workload within the Library.

The teaching/librarianship workload component for Library Faculty includes both scheduled and unscheduled assignments. The Library Affairs operating paper shall define workload components for scheduled and unscheduled assignments.

Scheduled workload components include, but are not limited to: reference assignments (desk and/or virtual), classroom teaching, and office hours. The percentage of total workload duties assigned to scheduled hours shall be stated in the annual workload assignment. Unscheduled duties are comprised of all other activities necessary for a Faculty member to meet the functional requirements of his/her teaching/librarianship assignment as outlined in his/her position description, including, but not limited to, acquisitions, cataloging, collection development, collection processing, consultation, instructional support, supervision, and other responsibilities.

Library Faculty members may voluntarily accept responsibilities which require the performance of duties outside the annual workload assignment and/or scope of the position description, but shall not be required to do so or penalized for not doing so.

Prior to the end of the fiscal year, the dean (or designee) shall meet with each Library Faculty member to discuss the proposed annual workload assignment for the following fiscal year. If the Library operating paper so provides, proposed Faculty annual workload assignments will be reviewed by the Faculty. A Faculty member's annual workload assignment shall be subject to the approval of the dean and, after approval by the dean, a written record of the final annual workload assignment shall be provided to the Faculty member. Changes in a final annual workload assignment can be made only for a subsequent change in circumstances (e.g., death or disability of a Faculty member, employment of new Faculty, increase/decrease in Library usage, programmatic changes, reduction in total revenue, etc.).

Section 8.03. Workload Grievances. If a Faculty member believes that the Chair/Director (or equivalent) has not complied with Section 8.02 and the appropriate operating paper in making his/her annual workload assignment, the Faculty member shall have the right to file a grievance and any such grievance shall be given priority in order to expedite resolution.

Section 8.04. Summer Teaching. In the case of an additional contract for summer teaching (for Faculty on nine-month appointment), the contract will be tendered as soon as reasonably practicable after the appropriate Chair/Director determines, pursuant to the procedure outlined in Section 14.16, that the course will be offered. If a summer class is later canceled due to insufficient enrollment and the Faculty member chooses to continue the contract, the Faculty member shall be given an equivalent assignment (e.g., an additional course) during the summer or the following academic year.

Section 8.05 Distance Education Off-Campus Teaching in the United States. Courses taught off the SIUC campus within the United States will be counted as part of teaching either in the workload assignment or as an overload, depending on the needs of the basic academic unit under whose auspices they are taught. Such assignments will be voluntary (unless a Faculty member is required to teach these courses as part of an offer letter or other agreement) and equitably assigned among those who wish to volunteer provided that a Faculty member who is more qualified to perform an assignment shall receive the assignment. Travel expenses incurred by the Faculty will be reimbursed in accordance with University policy.

Section 8.06. Temporary Overseas Assignment. Temporary assignments overseas in University facilities will be worked out by the Director of that facility, the Director of the school, and the Faculty member in question; although an effort will be made to keep the assignment similar to ones on campus in Carbondale, it is recognized that exact equivalence is not always possible given the different programmatic needs of courses of study abroad.

Section 8.07. Distance Education/Online. The Board and the Association share a common goal to produce and deliver the most valuable and effective education for our students in the format and with the technology that most successfully meets that goal.

- a. Definition. A course will be identified at the time of assignment as Distance Education/Online in which Faculty and students are physically separated, with face-to-face instruction accounting for no more than 50% of course content, and remaining instruction is accomplished through synchronous or asynchronous technologically mediated communication (e.g., My Courses; Zoom, MS Teams).
- b. Rights and Responsibilities.
 1. The development and delivery of Distance Education/Online programs and courses shall be managed within the academic unit responsible for the program or course. The provisions of this collective bargaining agreement including but not limited to Articles 10 and 17, apply to Distance Education/Online courses.
 2. Credit hours taught by Faculty in Distance/ Education/Online courses shall be included in the FTE calculation for determining the student/Faculty ratio defined in Article 9.08.b.
 3. Distance Education/Online courses transmitted by another institution shall not be offered by SIUC at any site unless the Board and the other institution(s) enter into reciprocal agreements (such as a consortium), and such co-operation in the transmission of such Distance Education/Online course(s) does not result in the elimination of programs and/or Faculty. In addition, a Distance Education/Online course may be transmitted by another institution to an SIUC site in unique circumstances provided that the course does not have the effect of eliminating a Faculty position in the program and is not offered on an on-going and continuing basis.
 4. Faculty participation in Distance Education/Online courses assigned under Article 8 of this Agreement shall be recognized as appropriate academic activity and shall be given due consideration in Faculty evaluations for merit and tenure and promotion review.
 5. A Faculty member may reject a Distance Education/Online course as part of his/her assignment if he/she has a bona fide pedagogical objection to teaching the assigned course by Distance Education/Online. Prior to rejecting such course, the Faculty member shall notify his/her Director/Chair and discuss the objections to determine whether a mutually agreeable arrangement can be reached. If no such agreement can be reached, the Faculty member shall notify his/her Director/Chair of such rejection and receive an alternative equivalent assignment.

- c. Development of Courses. Unless inconsistent with other provisions of this Agreement or a written agreement with the University or another entity, Faculty who create a Distance Education/Online course shall have the right and obligation, while teaching the course, to maintain or modify the content and presentation of the course materials.

Priority for development and delivery of Distance Education/Online courses shall be given to Faculty of the basic academic unit, consistent with the nature of the course, the qualifications and technical expertise of Faculty, and available resources. The Faculty member who develops or extensively revises a Distance Education/Online course has right of first refusal to teach said course.

Distance Education/Online initiatives that will result in a new or modified certificate or degree program shall be subject to the then-current University requirements, including, if applicable, Article 9 (Program Changes) of this Agreement.

- d. Ownership. The Intellectual Property Policy and Addendum II of this Agreement govern ownership of Intellectual Property, including course materials, developed through Distance Education/Online.

For Distance Education/Online works in which the University has no ownership claim, the University shall not perform, publish, use, display, reproduce, duplicate, or use in a derivative work the Faculty member's course or course content without the written permission of said Faculty member unless such materials have otherwise been released by the Faculty member.

Courses developed and delivered through the ILP (Individualized Learning Program) process or RFP (Request for Proposals) process are considered Works Made-for-Hire. For courses that are not ILP or RFP and are developed for and delivered through Distance Education/Online technologies, the definition for Traditional Academic [or Scholarly] Copyrightable Works (see Addendum II and the University's Intellectual Property Policy) will apply unless other arrangements are made.

- e. Compensation. Development, revision, and teaching of Distance Education/Online courses as part of the standard workload assignment is a normal responsibility of Faculty. For Distance-Education/Online assignments that are part of a normal Faculty assignment, the lead time appropriate for the initial development of these courses shall be addressed in workload discussions pursuant to this Article 8.

Compensation for development, revision, or teaching Distance Education/Online courses over and above the standard workload assignment will be in accordance with the Section 8.08 of this Article.

Compensation for RFP shall be in accordance with the grant proposal as accepted by the Board.

- f. Faculty Development. Faculty who develop and/or teach Distance

Education Online courses shall be provided with reasonable technical support and opportunities for Faculty development, consistent with the needs of the Faculty and availability of Board resources and services for that purpose, In the event that a Faculty member develops and/or teaches a Distance Education Online course for the first time, the Faculty member shall receive reasonable and appropriate professional development and technical support assistance, consistent with the needs of the Faculty and availability of Board resources and services for that purpose. In instances of succeeding assignments to teach Distance Education Online courses, the Faculty member is expected to demonstrate a level of technical competence sufficient to teach the course. Ongoing technical support assistance may be available to Faculty who teach succeeding offerings of the same course.

- g. Disputes. Disputes relating to intellectual property shall be resolved via the dispute resolution committee of the IP policy as provided by Addendum II.

Section 8.08. Overload. Overload course assignments shall be handled pursuant to the Overload Compensation Policy as approved by the Board of Trustees effective February 24, 2011 except for the following provisions:

- a. Overload assignment consists only of teaching an additional course(s) over and above the 24 credit-hour equivalency, per Section 8.02;
- b. Overload course assignments shall be offered equitably to Faculty members provided that a Faculty member who is more qualified to perform an overload assignment shall receive the overload assignment;
- c. The University shall, if practicable, provide a Faculty member up to five (5) calendar days to accept or reject the offer of an overload assignment;
- d. It is recommended that overloads for untenured Faculty be kept to a minimum;
- e. A Faculty member may voluntarily choose to teach a course that would otherwise be eligible for overload compensation without receiving or accepting any such compensation;
- f. Overload course assignments shall be entered into by mutual written agreement between the Faculty and the Director/Chair;
- g. As compensation for an overload assignment, the Board shall offer the Faculty member either:
 - 1) financial compensation consisting of 1.0 of their monthly base salary for the equivalent of each three (3) credit hours of face-to-face teaching; or
 - 2) for the term of this collective bargaining agreement, financial compensation consisting of 0.5 to 1.0 month of their base salary for the equivalent of each three (3) credit hours of distance education/online course; or

3) a mutually agreeable reduction in the teaching assignment for the following academic semester or year.

- h. Information. On or before October 15, the Board shall provide to the Association copies of all Faculty overload agreements (per Section 8.08.f.) for the previous year. The information may be provided in an electronic format. In addition, on or about October 15 of each year, the Provost (or designee) will provide a written report to the Association President that includes data on credit hours, student enrollment, revenue/cost per credit hour generated through overload and distance education for the prior academic year.

Section 8.09 Modified Leave-Related Workload Assignments. A Faculty member may request in writing consideration of a modified workload assignment for the weeks of a semester that remain before or after an approved leave as defined in employee handbook. Such request must be made at the earliest indication of circumstances that support the need for a modified assignment, and is subject to approval by the Director/Chair, in consultation with the Dean. An approved modified workload assignment shall be communicated to the Faculty member as soon as is practicable.

Examples of modified duties for a faculty member requesting consideration for a modified assignment under this section include, but are not limited to:

- a. Rescheduling of appropriate courses in an intensive, shorter session
- b. Replacing, for the weeks in question, direct teaching with indirect teaching (e.g., developing a new course/courses, overseeing internships, etc.), additional service work for the unit or college (e.g., curriculum review, recruitment efforts, etc.), or a combination of “indirect” teaching and additional service work
- c. Offering classes via Zoom/Alternative for some period of time.

ARTICLE 9: PROGRAM CHANGES

Section 9.01. Preamble. Both parties recognize the impact and importance of program changes on the educational experiences of our students. To ensure that the most effective changes are made for the University community as a whole, both parties encourage open, inclusive, and respectful dialogue about proposed program changes. Open dialogue allows for divergent views and multiple perspectives to be expressed and considered without fear of retaliation. Both parties encourage a collaborative approach to program changes that recognizes the impact of such changes on the University community, including students, faculty and staff, and the quality of education.

Section 9.02. Definitions. For the purposes of this Article, the following terms shall have the following meaning.

- a. “Program Change” - any action to initiate, merge, reduce¹, or eliminate an academic degree program² or academic school/department or Library Affairs unit. In addition, changes to certificate/licensure/endorsement programs imposed by outside agencies that have significant impact on faculty workload/assignment or the status of faculty lines shall be covered by this section of the contract upon request of the majority of the affected Faculty.
- b. “Affected School/Department” – school/department (s) that will be merged or reduced; school/department (s) that either house(s) or will house the proposed academic degree program change; school/department (s) whose faculty workload/assignment, resources, or the status of faculty lines will be significantly altered.
- c. “Library Affairs unit” – as defined by the Library Affairs Operating Paper.
- d. “Affected Faculty” - those Faculty members who hold voting rights as defined by relevant operating paper(s) in the Affected school/department or Library Affairs unit(s). For purposes of interdisciplinary degree program proposals, affected Faculty shall also include those who hold cross-appointment in the Affected school/department or Library Affairs unit(s).

Section 9.03. Development of Proposal. A proposal may be developed by either the Administration or the Faculty. The developmental process shall include the following components, consistent with the applicable operating paper(s):

1. In the case where the program change proposal is being developed by Faculty, they may consult with administrators concerning university policy, etc. Administrators may

¹ For purposes of this Article, “reduce” shall mean reducing a school/department by separating, severing, or removing a program, but not eliminating it.

² associates, bachelors, masters, and doctoral degrees

provide feedback and informational input but they shall respect the Faculty's right to independently develop proposals by not impeding that process.

2. In cases of the merger of two or more schools/departments or Library Affairs units, or the initiation of a new interdisciplinary degree program that involves two or more separate schools/departments or Library Affairs units, then Faculty from each of the affected schools/departments or Library Affairs units shall be given the opportunity to participate in the development of the proposal.
3. All written proposals shall minimally include:
 - a. Description of the proposed change(s);
 - b. Rationale;
 - c. Impact on Faculty lines and Faculty workload (including redistribution of work);
 - d. Impact on students (e.g., recruitment, retention, and placement) and ability to maintain curricula, particularly in the case of mergers;
 - e. Estimated financial costs or savings, including source(s);
 - f. Comparison of similar programs at peer institutions (when applicable and available); and
 - g. Possible consequences of the proposed change on the University's Carnegie Research status.

A written proposal may be accompanied by applicable forms (e.g., RME, NUI, etc.) but such forms are not required at this stage of development. Use of applicable forms may not replace the written proposal.

Section 9.04. Presentation, Discussion, and Revision of Proposal. Following the development of the proposal as outlined in Section 9.03, the following shall occur:

1. The appropriate administrator (e.g., director/chair, dean, etc.), shall coordinate the implementation of this section based on an administratively-developed written proposal or upon receipt of a Faculty-developed written proposal. Faculty-developed written proposals shall be submitted to the school/department director/chair for processing.
2. The appropriate administrator shall provide the written proposal to all affected Faculty, relevant administrative parties, and the Faculty Association President. At this time, the appropriate administrator shall also inform all parties of their right to submit a dissenting opinion(s) and written response(s) within seven (7) days after the conclusion of the proposal phase outlined in item 3, including any extension.
3. Once the written proposal has been provided, the appropriate administrator shall schedule meetings to allow for: 1) open dialogue among interested parties with appointments in the affected unit(s), excluding administrators who are outside the bargaining unit; and 2) open dialogue among interested parties with appointments in the affected unit(s), including relevant administrators. Such dialogue shall include accommodation for:

- a. Questions and clarifications posed from affected Faculty;
- b. Anonymous non-binding vote(s) and anonymous feedback; and
- c. Written drafts from Faculty or administrators to further develop or revise the proposal.

The parties shall complete the proposal dialogue process in no more than ninety (90) days after distribution of the written proposal outlined in item 2. The proposal may move forward at any time upon a 60% majority vote(s) of the affected Faculty in each affected unit(s), to include absentee/proxy votes as provided by the affected unit(s) operating paper(s). After ninety (90) days, the proposal will automatically advance to the next step unless there has been a 60% majority vote(s) of the affected Faculty in each affected unit(s), to include absentee/proxy votes as provided by the affected unit(s) operating paper(s), to extend the proposal discussion period for thirty (30) days. Upon expiration of the extension, the proposal will advance to the next step.

4. Dissenting opinions and written responses solicited in item 2 shall be included in the program change plan outlined in item 5 below if they are received within seven (7) days after the conclusion of the proposal discussion period outlined in item 3, including any extension.
5. These documents (e.g., results of non-binding vote(s), dissenting opinions, written responses, etc.) accompany the final proposal and collectively are referred to as the “program change plan.” If a vote occurs to move the proposal forward prior to the deadline, the results of that vote(s) shall also be included. If there was an extension to the discussion deadline, the results of that vote(s) shall also be included. The program change plan shall also include all required forms (this may include draft versions of Form 90s or 90As).
6. If applicable, the program change plan should be submitted to the appropriate school/department/college curriculum committee(s) for review and to the applicable central administration office (e.g., Associate Provost for Academic Programs) for informal review. In response to these reviews, the school/department may choose to modify the program change plan prior to proceeding to Section 9.05.

Section 9.05. Presentation of the Program Change Plan and Formal Faculty Vote. In presentation of and voting on a program change plan, the following shall occur:

1. At least three (3) business days prior to the meeting in subsection 2 of this Section, the appropriate administrator (e.g. director/chair, dean, etc.) will submit the program change plan to the Associate Provost for Academic Administration (“APAA”) and ensure that the Faculty in affected unit(s) have electronic access to it. The APAA will provide the deadline for the Faculty vote(s) to the administrator and Faculty in the affected unit(s). Prior to the formal Faculty vote, the APAA will also provide the President of the Association with the plan, as well as the deadlines for the vote(s) by the Faculty in the affected unit(s) and the Association’s review. The deadline for the Association review shall be at least seven (7) calendar days after the deadline for the

Faculty vote(s) and prior to the deadline for final action on the program change plan by the Faculty Senate or the Graduate Council as determined by the Associate Provost for Academic Programs (“APAP”).

2. The administrator in each affected unit shall call a meeting(s) at which all Faculty shall be provided the opportunity to discuss the program change plan. In instances where Faculty in multiple units are affected, the administrator of the originating academic unit, administrative office, or designee shall call at least one additional meeting at which all Faculty in all affected units shall be provided the opportunity to discuss the program change plan. Faculty, by majority vote, may invite administrators to participate in such meetings. Faculty, by majority vote, may decide to keep minutes.
3. Following the meeting(s), the Faculty in each of the affected units shall be given the opportunity at a stated time and place to cast a secret ballot on the proposed program change plan, with absentee/proxy voting as provided for by the relevant operating paper(s), but with the understanding that absentee/proxy votes must be returned by the date and time of the scheduled Faculty vote. The vote shall be immediately tabulated in the presence of the Faculty.
4. The results of the vote, any minutes of the unit’s meeting(s), and the unit’s report on the proposed program change plan (including recommendations /suggestions and minority reports), if any, and letters of support or non-support from the Director/Chair and/or Dean of the initiating unit and from Directors/Chairs and/or Deans of any other affected school/department or Library Affairs unit will be forwarded to the APAA. The APAA will then distribute them to the Faculty Senate and/or Graduate Council and the Association President.
5. By the deadline set according to Section 9.05(1), the Association may submit a written review with its analysis and recommendations concerning the proposed plan to the Faculty Senate and/or Graduate Council as appropriate.
6. If the program change plan undergoes modification(s) once it has been reviewed by the Faculty Senate and/or Graduate Council, the APAA, in consultation with the Association President, shall determine if such modification(s) is substantive. If the modification(s) is substantive, the Director/Chair of the affected unit(s) or the originating administrative office shall distribute the modified plan and proceed in accordance with Section 9.05(1)-(5). Nothing in this section shall preclude the filing of a grievance on the APAA’s determination in this section.

Section 9.06. Final Approval Notification and Demand to Bargain Impact. Once the APAA receives the final approval notification, he/she shall provide a copy to the Association President. Any demand by the Association to bargain over the impact of the plan’s implementation on Faculty wages, hours, and other terms and conditions of employment that are not covered or otherwise dealt with by this Agreement shall be submitted in writing within thirty (30) days following the date of receipt of the APAA’s notification.

Section 9.07. Program Discontinuance. The Board may terminate the appointment of a tenured Faculty member(s) due to discontinuance of a basic academic unit (discontinuance shall not be construed to mean a merger of two or more basic academic units or the splitting of existing basic academic units) subject to the following conditions:

- a. The Board made a good faith effort to reassign the affected Faculty member to other suitable bargaining unit positions, and determined that no such position was available;
- b. The Faculty member was given notice of at least one full contractual period (either 9-month or 12-month, whichever is applicable to the affected Faculty member) prior to the effective date of the termination;
- c. The Board gives notice of termination only after the faculty bodies appropriate to the program under review including, as appropriate, the Faculty Senate or the Graduate Council, have been given a reasonable opportunity to make analysis and recommendations as provided herein;
- d. If necessary, a reasonable period (not to exceed 12 months) of outplacement services may be provided by the Board.

Section 9.08. Status of Faculty Lines.

- a. On or about October 1 of each year, the Provost or designee shall give written notification to the Association President as to the number of Faculty positions for each college in the current academic year and as to the anticipated number in the following year. For the purposes of this report, Faculty positions shall mean Faculty in active status (head count), Faculty on unpaid leave status, and Faculty positions approved for active search.
- b. The Board will make a good faith effort to assure that the ratio of full-time equivalent students (i.e., Student FTE based upon the Integrated Postsecondary Education Data System definition) to Faculty (i.e., Faculty in active status (head count)) is not more than 26 to 1. The target number of Faculty shall be determined by dividing the number of such full-time equivalent students by 26. Thus, commencing on October 1 of each year, if the number of Faculty is less than one for every twenty-six (26) students (FTE), the Board shall initiate good faith searches to hire prior to August 15 of the following fiscal year the number of additional Faculty necessary to achieve the 26:1 ratio described above.
- c. When Faculty lines within a school/department are vacated due to separation, death or resignation of Faculty and it has been announced by the Director that the Faculty lines in question have not been approved by the Dean for active search, upon a timely written

request by either Association President or the Dean of the affected college, a joint committee shall be established to review the matter. When so requested, the joint committee, which shall be advisory to the Dean, shall have two (2) Board appointees and two (2) Association appointees, unless the Association President and the Dean of the affected college mutually agree to increase or decrease the number of Board and Association appointees. Faculty appointees shall be from the affected college and shall be appointed by the Association President (or designee). Board appointees shall be from the affected college and shall be appointed by the Dean (or designee).

The Director of the joint committee shall be selected by the appointees. In reviewing the matter, the joint committee shall take into account such factors as the instructional and research needs of the department and college, replacement costs for new Faculty, and college/university budget.

Within fifteen (15) days of convening the committee, the Director shall submit the joint committee's analysis and recommendation, including any minority views, to the Provost and Vice Chancellor. Within fifteen (15) days of receiving the report, the Provost and Vice Chancellor's final decision shall be conveyed in writing to all committee appointees, as well as to all Faculty in affected departments. The time limits in this paragraph may be extended upon the mutual agreement of both the Association and Board members of the committee.

Nothing in this subsection shall be construed to waive whatever rights the Association may have to bargain over the provisions of this section.

ARTICLE 10: ACADEMIC FREEDOM AND FACULTY RESPONSIBILITIES

Section 10.01. Academic Freedom and Responsibility. Consistent with the exercise of academic responsibility, Faculty shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with Board policies. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every Faculty member. Faculty members shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations and Board policies.

Academic freedom is accompanied by the obligation of Faculty members to exercise intellectual honesty, critical self-discipline, and judgment in using, extending, and transmitting knowledge. Faculty members shall respect students as individuals, evaluating them for their academic performance, and avoid any exploitation of students. When Faculty members speak or act as private persons, they shall avoid creating the impression that they speak or act for the Board.

Section 10.02. Faculty Responsibilities. The principles of academic freedom shall be accompanied by corresponding principles of Faculty responsibility. While workload and additional Faculty responsibilities may be provided for elsewhere in this Agreement, the following are among the basic responsibilities of the Faculty:

a. Teaching

- 1) Students: Students are central to the mission and very existence of the University. Their needs may vary by department and by the level of the degree program in which they are involved. Students shall receive help outside the classroom from members of the Faculty. Faculty members shall mentor students in their academic pursuits and respond to student questions about academic concerns, career possibilities, and other aspects of the student's professional development according to the student's needs as individuals and within the context of the program in which they are enrolled.
- 2) Classes: Faculty members have a responsibility to meet all scheduled contact hours in their teaching assignment, and to submit course grades in keeping with deadlines promulgated by the Registrar's office. If for any reason the Faculty member cannot be present at a regularly scheduled session, the Faculty member shall notify his Director/Chair (or designee) as soon as possible, and the Faculty member shall make arrangements to cover the lost time with students. Options for doing so may include, but are not limited to, substitute instructors, alternative meeting times, or special assignments. Unless otherwise mutually agreed upon between a Faculty member and the Director/Chair (or designee), a Faculty member shall, absent emergency, consult in advance with the Director/Chair (or

designee) regarding arrangements to cover a missed session.

- 3) **Syllabus:** The course syllabus is a document that must be provided to all students at the beginning of each course (if possible at the first class meeting). For distance education classes (as defined in Section 8.07.a), syllabi should be provided to the students as soon as the course is opened. In addition, each course syllabus must be provided to the Director/Chair (or designee) by the end of the first week of the class. Each Faculty member shall confirm, in writing to the Director/Chair (or designee), that s/he has provided the syllabus to the students by the end of the first week of class. Individual course syllabi created by an individual Faculty member shall not be electronically posted without the consent of the Faculty member or as required by an accrediting body. This is not intended to exclude the public posting of standardized Master Syllabi or syllabi approved as part of the Form 90 materials.

Its contents must include, at minimum:

- i. course goals and topics;
- ii. types of assignments (e.g., readings, types of oral and written exercises, term papers, etc.);
- iii. the means of evaluation;
- iv. texts, materials, and supplies/equipment students are required to purchase;
- v. course fees (i.e., expenses beyond what is shown in the catalog);
- vi. other required activities that may occur outside of scheduled class time (e.g., field trips, performances, etc.);
- vii. University Emergency Procedures statement and ADA accessibility statement or "Syllabus attachment" (as a hard copy attachment to the syllabus or as a URL link); and
- viii. contact information (i.e., office hours, office location, University telephone number, and University e-mail address).

The course syllabus must also contain accrediting agency syllabi requirements as appropriate.

- 4) **Office Hours:** Faculty members shall hold regular office hours in accordance with Section 8.02.
- b. **Research.** Consistent with the University's classification as a Carnegie Research Extensive, it is the aim of the Board and the Association to maintain and enhance a community of scholars and advance human knowledge through both applied and basic research. Faculty members are expected to participate in scholarly undertakings in research and/or creative activities, except as may be provided elsewhere in this Agreement.
- c. **Service.** Faculty are expected to participate in the service mission of the University, in ways appropriate to their areas of expertise and the needs of the school/department,

college, University, and their profession, except as may be provided elsewhere in this Agreement.

- d. **Time Reporting Compliance:** Faculty members shall be required to record their time spent conducting University business in accordance with the Illinois Ethics Act (5 ILCS 430/) as it may be amended or modified. The University shall endeavor to develop an online reporting form. A provisional monthly electronic reporting form is presented in Exhibit 1.

ARTICLE 11: DISCIPLINE AND NON-REAPPOINTMENT

Section 11.01. Preamble. Both parties recognize the seriousness of the disciplinary process and therefore encourage coaching and informal feedback, as appropriate, to address conduct that, if not corrected, may lead to discipline through the process outlined below. However, both parties recognize that some conduct may necessitate immediately initiating the disciplinary process. It is the intention of the parties that the formal procedures be transparent and timely. The Faculty member should be kept informed, as appropriate and allowable under the law, as the process moves forward.

Section 11.02. Supersedence. The provisions of this Article shall be in lieu of the provisions governing discipline, termination for cause, and non-reappointment set forth in the *SIUC Employee Handbook* with respect to Faculty covered by this Agreement.

Section 11.03. Guiding Principles for Discipline.

- a. Discipline under this Article shall be for just cause.
- b. The Board agrees to follow the principle of progressive discipline. The gravity or seriousness of given conduct may justify immediate dismissal or other sanction without any prior discipline.

Section 11.04. Scope of Discipline.

- a. Cause. Examples of causes for pursuing disciplinary action against a Faculty member may include but are not limited to: dishonesty or other unethical conduct, insubordination, incompetence, failure to perform assigned duties, neglect of duty, violation of laws or university policies, such as the prohibition against unlawful discrimination, sexual harassment, illegal use of controlled substances, etc., abuse of the Faculty member's position, or misuse of University resources.
- b. Sanctions. Examples of disciplinary sanctions include, but are not necessarily limited to, an oral reprimand, a written reprimand, a suspension without pay, or dismissal.
 - i. For the purposes of this Section, an "oral reprimand" shall be defined as a written notice from an Administrator in which the Faculty member is notified that s/he has been orally reprimanded. Such reprimand shall be documented as follows:
 1. The documentation of the oral reprimand must include the name of the Faculty member and that of the Administrator issuing the oral reprimand, a brief description of the basis for the oral reprimand, date(s) of occurrence, and the date after which the Faculty member may request the document be removed.
 2. A copy of this document shall be provided to the Faculty member at the time

of issuance.

3. Such document shall be filed centrally in the Associate Provost for Academic Administration's office for a period of twelve (12) months from the day in which the disciplinary hearing leading to the oral reprimand was held. Such document may only be accessed by an Administrator(s) in subsequent disciplinary action.
4. Upon request from the Faculty member, the Associate Provost for Academic Administration shall purge the document after the expiration of twelve (12) months if the appropriate Administrator(s) has confirmed that no further violation has occurred. The Faculty member shall be provided an opportunity to pick up the document(s) from the Associate Provost's office within fourteen (14) calendar days from the date of notice that the document will be purged; if the Faculty member does not pick up the document(s) within said timeline, the Associate Provost's office shall destroy the document(s). Such notice shall be served via email to the affected Faculty member's official SIU email address.

The Faculty member may appeal the oral reprimand to the next higher Administrator within fourteen (14) calendar days of receiving the documentation of the reprimand. Such Administrator has fourteen (14) calendar days from receiving the written appeal to review the appeal and provide a determination to uphold, modify, or reverse the reprimand. Except in cases where the reprimand is reversed, the documentation of the oral reprimand, the Faculty member's appeal, and the next level Administrator's appeal determination shall be held in the Associate Provost file. All such documentation shall be purged upon the Faculty member's request as noted above.

- ii. A "written reprimand" shall be defined as a written document that is given to a Faculty member and placed in his/her personnel file that concerns a matter that may, if not corrected, lead to further disciplinary action.

Section 11.05. Notice. For purposes of administering this Article, the Board shall be deemed to have provided notice to an affected Faculty member by sending such notice to the Faculty member's last known address via certified U.S. mail or by personally delivering such notice to the Faculty member. Such notice shall also be emailed to the affected Faculty member's official SIU email address.

Section 11.06. Right of Representation.

- a. The parties acknowledge that Faculty members have the right to request that an Association representative be present in investigatory interviews as defined by

*Weingarten*³. Under *Weingarten*, an investigatory interview occurs when an Administrator questions a Faculty member to obtain information and the Faculty member has a reasonable belief that disciplinary action against that Faculty member may result. It is recognized that a Faculty member may not insist that a particular representative be present or unreasonably delay the interview.

- b. If, during an investigatory interview as defined in Section 11.06(a), a Faculty member requests an Association representative, the Administrator shall either:
 - i. Accept the request and reschedule the investigatory interview to allow for an Association representative to be present; or
 - ii. Deny the request and end the interview; or
 - iii. Advise the Faculty member that the interview will not proceed unless the Faculty member is willing to continue the interview unaccompanied by an Association representative.

In any instance, the Board may act on the basis of information obtained from other sources to proceed with the disciplinary process.

- c. This Right of Representation does not apply to meetings at which discipline is simply administered.

Section 11.07. Procedures for Discipline of Faculty. The Board may discipline a Faculty member, including but not limited to suspension or dismissal, for just cause. Such a Faculty member may utilize the grievance and arbitration procedure set forth in this Agreement to appeal any such disciplinary sanction; provided, however, oral reprimands may not be grieved but shall be subject to the provisions of Section 11.04(b)(i). The Board may non-reappoint a tenure-track Faculty member without cause as provided in Section 11.09.

- a. Assessment and Investigation. Once conduct that could reasonably lead to disciplinary sanction has come to the attention of an Administrator(s), the procedure outlined below shall be followed. The Administrator(s) who conducts the investigation or serves as the hearing officer shall not have a conflict of interest in the matter.
 - 1. Initial Assessment – A Board-designated Administrator shall determine whether the alleged conduct merits an investigation.
 - 2. Investigatory Process – A Board-designated Administrator shall conduct an investigation in an attempt to determine if there is information or material that clarifies matters related to the alleged conduct. This process may include but is not limited to interviewing the complainant, the Faculty member against whom the allegation is made, any pertinent witnesses, and reviewing any relevant documentation.

³ *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975)

- i. Investigatory Interview Meeting Requirement. In an investigation of alleged conduct that could result in the dismissal or suspension without pay of a Faculty member, the Board shall conduct an investigatory interview meeting(s) with the Faculty member. In an investigation of alleged conduct that could result in discipline other than suspension or dismissal of a Faculty member, the Board may choose not to conduct an investigatory interview meeting(s) with the Faculty Member.
- ii. Notice of Investigatory Interview Meeting. Before any investigatory interview meeting, the Board shall inform the Faculty member in writing of the nature of the matter or complaint in sufficient detail to reasonably apprise him/her of the matter, unless such notice would endanger the investigation. Minimum information to be included in the notice shall be: a copy of Article 11, including the notification of the Faculty member's right of representation; a description of the alleged violation(s) or action(s); the standard(s) allegedly violated; the date, time, and location for the investigatory interview meeting; and the administrator(s) to be present at the meeting. The notice shall also inform the Faculty member of the components of the meeting as outlined below. The notice shall be sent in accordance with Section 11.05 and at least fourteen (14) calendar days prior to the meeting; the Faculty member shall be provided with an opportunity to reschedule.
- iii. Investigatory Interview Meeting. Investigatory interview meetings are not intended to be adversarial proceedings. Investigatory interview meetings shall minimally include the following components: an explanation of the purpose of the meeting, a summary of the disciplinary process, and questioning of the Faculty member concerning the matter. The Faculty member shall have the opportunity to ask questions about the investigation or the disciplinary process, suggest potential witnesses or evidence, or otherwise respond to the allegation(s). The role of the Faculty Association representative is to assist the Faculty member; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Board retains the right to insist on hearing the Faculty member's own account of the matter under investigation.
- iv. Notice of the outcome of the Investigation. The Board shall notify the Faculty member of the results of an investigation that included an Investigatory Interview Meeting. If the Board determines that it is not pursuing discipline, it shall notify the Faculty member in writing within seven (7) calendar days after the determination. Such notice shall be communicated to the Faculty member via their official SIU email address. If, after the investigation, the Board decides to proceed a disciplinary hearing, then such notice shall be provided as specified in Section 11.07(b)(1).

b. Disciplinary Hearing Process

1. Notice of the Disciplinary Hearing. If the Board determines that discipline may be warranted, the Board will notify the Faculty member in writing of the reason(s) for possible discipline and provide the Faculty member with an opportunity to meet and respond at a disciplinary hearing. The notification of the disciplinary hearing must be sent at least fourteen (14) calendar days prior to the scheduled date, and the Faculty member shall be provided with an opportunity to reschedule.

The Notice shall minimally include: the date, time, and location of the hearing; a description of the alleged conduct in sufficient detail to reasonably apprise him/her of the matter; a statement of the charge(s); the administrator(s) to be present at the hearing; and a copy of Article 11, including the notification of the Faculty member's right of representation. In cases where there has been an Investigatory Interview Meeting, the Disciplinary Hearing Notice shall also include a copy of the Board's Investigation Report.

2. Disciplinary Hearing. The disciplinary hearing is a discussion between the Faculty member and the Board regarding the allegation(s), investigation, and potential discipline. Such hearing shall occur prior to the decision to implement discipline. The hearing shall provide the Faculty member with an opportunity to respond to the allegation(s), investigation, and to be informed of the sanction(s) under consideration. The Faculty member may present additional evidence, including potential witnesses; request clarification of the disciplinary process and/or the allegation(s); and present any evidence or information which may mitigate any potential disciplinary sanction(s). A Faculty member who elects not to attend such meeting shall forfeit his/her procedural right to respond to the charges; however, it shall not waive the Faculty member's right to grieve any decision to discipline the Faculty member.

c. Determination and Imposition of Disciplinary Sanction.

1. Final Determination. The final determination for sanction shall occur after the conclusion of the disciplinary meeting and the Faculty member shall be notified in writing of the Board's determination.
2. Notice of Disciplinary Decision. Within fourteen (14) calendar days of the Disciplinary Hearing, the Board shall either provide a determination of discipline or a good faith estimate (not to exceed thirty (30) calendar days from the good faith notice) of when such a determination shall be issued.

Section 11.08. Administrative Leave Without Prior Notice. If, in a specific instance, the Board deems it unreasonable or impractical due to the seriousness of the allegations to provide a Faculty member (either tenured or tenure-track) with advance notice of the reason(s) for possible

dismissal or suspension without pay, then the Board may temporarily place the Faculty member on a paid or unpaid administrative leave until such time as it can provide such notice and offer the Faculty member an opportunity to meet and respond, provided that no such temporary administrative leave shall exceed sixty (60) calendar days. The Board may extend the administrative leave beyond the sixty (60) calendar day limit, but such extension shall be limited to the number of days of extension requested by and granted to a Faculty member for any process under this Article. If a Faculty member has been temporarily placed on administrative leave without pay under this paragraph and is later exonerated, such Faculty member shall be paid for the period of the temporary administrative leave without pay.

Section 11.09. Non-reappointment of Tenure-Track Faculty Without Cause. Nothing herein shall be construed as a limitation on the Board's right to discipline or dismiss a tenure-track Faculty member prior to the end of an academic year or semester as provided above. The Board may non-reappoint a tenure-track Faculty member without cause for any reason, including but not limited to unsatisfactory progress toward tenure, as provided in this Section.

- a. If the Board chooses to non-reappoint a non-tenured Faculty member on continuing appointment for reasons other than unsatisfactory progress toward tenure, the reasons for such non-reappointment must be stated in the notice of non-reappointment.
- b. If the Board chooses to non-reappoint a non-tenured Faculty member on continuing appointment for reasons of unsatisfactory progress toward tenure, such non-reappointment notice should occur only after the following:
 - 1) the Faculty member's most recent Annual Pre-Tenure Review letter from the Director and/or the Dean (or designee) states the Faculty member's record does not presently demonstrate satisfactory progress toward tenure; and,
 - 2) at least one (1) prior Annual Pre-Tenure Review letter from the Director and/or Dean (or designee) states that the Faculty member's record did not demonstrate satisfactory progress toward tenure and identified the area(s) that needed improvement.
- c. Notice of non-reappointment will be sent to the Faculty member in accordance with the following schedule:
 - 1) not later than February 15 of the first academic year of service, if the appointment expires at the end of that year, or at least three months in advance of its termination, if the first-year appointment expires other than at the end of the academic year;
 - 2) not later than November 15 of the second academic year of service, if the appointment expires at the end of that year, or at least six months in advance of its expiration, if the second year appointment expires other than at the end of the academic year;

- 3) at least one year before the expiration of an appointment after two or more years of academic service.
- d. Grievance and Arbitration. Notwithstanding any provision of this Article or Agreement, the Board's decision to non-reappoint a tenure-track Faculty member shall not be subject to the arbitration procedure set forth in this Agreement. An alleged procedural violation of Section 11.09 may be grieved by the Faculty member under the grievance and arbitration procedure set forth in this Agreement.

ARTICLE 12: COMMUNICATIONS COMMITTEE

The Association and the Board support and value regular communication between the parties to discuss matters of mutual concern. The parties agree that it is desirable for a communications committee, comprised of representatives of the Association, the University Chancellor (or designee) and other representatives of the Board, to meet at a minimum once per academic semester. Additional participants in communications meetings shall be mutually agreed-to. Additional meetings of the communications committee may be held upon the request of the Association or the Board.

A Communications Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE 13: TENURE AND PROMOTION

Section 13.01. Initial Appointment.

- a. When hiring tenure-track Faculty on continuing appointment, the Board and the newly appointed Faculty member may mutually agree, prior to the effective date of the appointment (typically August 16) as to which prior demonstrable achievements are to be credited toward subsequent tenure consideration. Any such mutual agreement shall be in writing and is subject to approval by the appropriate academic Dean.
- b. To the extent that the tenure guidelines and procedures set forth in applicable College and School/Department Operating Papers in effect when the untenured Faculty member was last hired on continuing appointment are modified, the same guidelines and procedures shall be considered when and if such Faculty member is considered for tenure, unless otherwise agreed in writing between the Faculty member and the Board. Operating Papers are not subject to the grievance and arbitration procedure set forth in this Agreement¹.
- c. To the extent that the promotion guidelines and procedures set forth in applicable College and School/Department Operating Papers in effect when the Faculty member was last hired or promoted (whichever is later) in a Faculty position are modified, the same guidelines and procedures shall be considered when and if such Faculty member is considered for promotion, unless otherwise agreed in writing between the Faculty member and the Board. Operating Papers are not subject to the grievance and arbitration procedure set forth in this Agreement.
- d. To the extent that the Promotion Policies and Procedures for Faculty and Tenure Policies and Procedures set forth in the *2016 SIUC Employees Handbook* are modified, the procedures in effect under the *2016 SIUC Employees Handbook* shall be used, unless otherwise mutually agreed between the Board and the Faculty member being considered for promotion and/or tenure.

Section 13.02. Annual Pre-Tenure Review. Each untenured Faculty member on continuing appointment shall be reviewed at least annually by the Director/Chair and/or the Dean (or designee).

- a. The purpose of the annual review is to assess and communicate the nature and extent of the Faculty member's performance of assigned duties consistent with his/her yearly workload assignment and criteria, standards, and guidelines for tenure and promotion specified in the relevant school/department and college operating papers. As such, annual reviews shall include a review of the Faculty member's performance during the previous calendar year and shall identify areas of strength and weakness and areas that need improvement.

¹ Since 2019, the BOT and FA have negotiated annual impact bargaining agreements governing promotion / tenure procedural modifications pertaining to formation of new Schools and Colleges.

- b. The Faculty member shall receive a copy of his/her annual review(s) by May 1 of each year.
- c. The Faculty member may submit a written response to this annual review(s) that will also be included in the personnel file. This response must be submitted within ten (10) business days after the Faculty member's receipt of a copy of the annual review(s).
- d. All annual pre-tenure review letters shall be part of untenured Faculty members' promotion and/or tenure dossiers.

Section 13.03. Extension of Tenure-Track Probationary Period. An untenured Faculty member may apply, in writing, for an extension of her/his tenure-track probationary period due to circumstances of an exceptional nature (e.g., serious health problems requiring in-patient care or treatment of the Faculty member or a member of the Faculty member's immediate family living in the same household where the Faculty member's presence is necessary, assumption of parental duties for a new born child or an adopted child, or other exceptional circumstances).

- a. An application for such an extension must be made by the Faculty member before the last year of his/her probationary period begins, and it must include the reasons for the request and evidence that the Faculty member was making satisfactory progress toward tenure prior to the onset of the exceptional circumstances giving rise to the request for an extension.
- b. The application shall be submitted to the Director/Chair (or designee). Following review and consideration by the Director/Chair (or designee) and the Dean, the application shall be submitted to the Provost and Vice Chancellor, who shall have the final authority to approve or disapprove the Faculty member's extension request, provided that an extension request shall not be unreasonably denied.

Section 13.04. Provisions Applicable to Both Promotion and Tenure. Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the promotion and tenure process:

- a. Candidates for promotion and/or tenure shall be required to meet the standards contained in University policy, the College operating paper, and the school/department's operating paper. The standards and criteria listed in school/department and college operating papers should complement and may augment the standards and criteria set forth in University policy. The *Employees Handbook* otherwise provides details regarding the process for the promotion and tenure review.
 - i. School/department operating papers may establish program level promotion and/or tenure standards.
 - ii. School/department operating papers may establish program-level subcommittees that provide an advisory vote to the School/department level promotion and/or tenure committee. Members of a program-level subcommittee would be eligible to participate in the School-level

promotion and/or tenure committee.

- b. Workload assignments shall be considered in evaluating the promotion and/or tenure case. A Faculty member shall include in their promotion and/or tenure dossier copies of prior workload assignments. A Faculty member may include also a notation of any unique aspects of his/her prior workload assignments that the Faculty member believes should be part of his/her dossier.
- c. Each Board representative who is directly involved in providing recommendations regarding promotion and/or tenure dossiers shall make a separate and independent evaluation of the credentials of the candidate for promotion and/or tenure, including a careful and deliberate consideration of the candidate. Notwithstanding the foregoing, however, the substance of any Board decision to deny promotion and/or tenure, including, but not limited to, the Board's application of the approved standards and criteria for promotion and/or tenure, shall not be subject to the grievance and arbitration procedure.
- d. When a Director/Chair does not hold the same or higher rank and/or tenure status as the candidate seeks, the Director/Chair shall make an appointment of a designee to serve in the role of Director/Chair for the purpose of providing the recommendation on promotion and/or tenure; the Director/Chair will consult with the candidate to develop a list of qualified potential designees.
- e. If a Board representative recommends against a Faculty member's application for promotion and/or tenure, the Faculty member shall be given the right to submit a written response.
 - i. Any such written response must be submitted to the Board representative who made the negative recommendation within ten (10) calendar days after the Faculty member's receipt of the written recommendation.
 - ii. Such a response shall be limited to responding to the negative recommendation of the Board representative; no new material (e.g., new papers, books, ICE's, letters of recommendation, etc.) may be included in such a response.
 - iii. If such a response is so submitted within said ten (10) calendar day period, it will be added to the Faculty member's dossier before the dossier moves to the next level of review.
 - iv. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Director/Chair or Dean to any written response submitted by a Faculty member and from considering any such response.
- f. Only the Board of Trustees may promote a Faculty member or award tenure. Faculty members attain promotion and/or tenure in accordance with Board policies and procedures, and the applicable *2016 SIUC Employee Handbook* policies (i.e.,

Promotion Policies and Procedures for Faculty and/or Section I through V of the *Tenure Policies and Procedures*) in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C. The parties agree that only the promotion and/or tenure procedures set forth in the aforementioned documents (as opposed to such things as the standards and criteria utilized in determining whether or not to award promotion and/or tenure) are incorporated by reference.

- g. When an untenured Faculty member is promoted by the Board, such Faculty member shall be awarded tenure when the promotion becomes effective.

Section 13.05. Review Committees. A Faculty member shall not participate in the discussion and vote with respect to a candidate to whom the Faculty member is related, as defined by the SIUC *Nepotism Policy*. Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the promotion and tenure process:

- a. In considering a candidate for promotion and/or tenure, the school/department shall form a promotion and tenure committee that is comprised of at least three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. In a case where the candidate already has tenure, the candidate may request that the committee have five (5) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. When a school/department lacks sufficient Faculty members to constitute fully a promotion committee, the school director/department chair shall augment the committee by adding tenured Faculty members at the appropriate ranks from outside the school/department, but no more than the minimum required by the school/department operating paper or three (3) Faculty, whichever is greater. The Director/Chair makes the appointment(s) for such augmentation(s); the Director/Chair will consult with the candidate to develop a list of qualified potential appointees for augmentation and will explain to the candidate in writing if Faculty members not on the list are selected for augmentation(s).
- b. This section pertains solely to promotion and/or tenure reviews conducted in the School of Education.
 - i. Programs, as defined in the School operating paper, will constitute program level sub-committees for reviewing promotion and/or tenure applications from Faculty members holding principal affiliation with the program.;
 - ii. The program level sub-committee shall have a minimum of three (3) tenured Faculty from the program. For promotion candidates already holding tenure, and upon request of the candidate, the program level sub-committee shall have a minimum of five (5) Faculty holding tenure at the appropriate academic rank. In the event that a subcommittee must be augmented, the procedure in section 13.05.c shall apply.;
 - iii. The program level sub-committee shall make a recommendation / vote on promotion and/or tenure to the Associate Dean.;
 - iv. The Associate Dean shall write the “unit-level” promotion and/or tenure recommendation letter.;
 - v. The School of Education Promotion and Tenure Committee shall be

- comprised of all tenured Faculty in the School who hold the appropriate rank, with a minimum of 3 committee members. In the event that the committee must be augmented, the procedure in section 13.05.c shall apply;
- vi. Faculty who served on a candidate's program-level sub-committee shall neither participate in nor vote on that candidate's application at the School level.
 - vii. The School-level committee shall make a recommendation / vote on promotion and/or tenure.
 - viii. The Dean shall write the "College Level" recommendation letter.
- c. Membership on the college promotion and tenure committees will be limited to tenured Faculty members in the rank of associate professor or professor in the applicable college who are not candidates for promotion in that academic year. In considering candidates for promotion, the college committee must include a minimum of three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. The college committee will be augmented as necessary by adding tenured Faculty members from outside the school or college. The Dean is responsible for making appointment(s) for such augmentation(s); the Dean will consult with the candidate(s) to develop a list(s) of qualified potential appointees for augmentation(s) and will explain to the candidate in writing if Faculty members not on the list are selected for augmentation(s).
- d. The college promotion and tenure committee's discussion and vote on a candidate for promotion to associate professor will be limited to those members of the committee who are from outside the candidate's school/department. The discussion and vote on a candidate for promotion to professor will be limited to those members of the committee who hold the rank of professor and who are from outside the candidate's school/department. A committee member shall not be present or otherwise participate in the discussion regarding a candidate from his/her home school/department. The college promotion and tenure committee may direct questions to the Director/Chair (or designee). College promotion and tenure committees as a whole will hold one or more face-to-face meetings to discuss candidates for promotion and tenure.
- e. For Library Affairs, the reference to committee members being limited to people outside the candidate's department/school does not apply.

Section 13.06. Effective Dates. When awarded by the Board, promotion and/or tenure shall be effective as noted:

- a. Tenure shall be effective on August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was awarded tenure by the Board for Faculty members on a 9-month academic year appointment. Where the Faculty member is on a 12-month fiscal year appointment, tenure shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was awarded tenure by the Board.
- b. A promotion shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board.

Section 13.07. Grievance. The grievance and arbitration procedure shall be strictly limited to matters of procedure. If an aggrieved Faculty member wishes to file such a grievance, it may be filed only after the Faculty member has been notified of the negative promotion and/or tenure decision of the Provost and Vice Chancellor and the time period for filing such a grievance shall commence on the date that the Faculty member is notified of such negative decision. In lieu of filing a grievance concerning a negative promotion and/or tenure decision under this Agreement, a Faculty member may file a non-contractual grievance concerning a negative decision with the Judicial Review Board (JRB) in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning a negative promotion and/or tenure decision under the contract and file a non-contractual grievance with the Judicial Review Board.

a. Contractual Grievance

- i. If a grievance is filed under Article 6 of this Agreement, the Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- ii. If a grievance is filed under this Agreement, an arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding promotion and/or tenure, the application of those standards and criteria to individual Faculty members, and whether or not to award promotion and/or tenure. Nor shall an arbitrator have any authority or jurisdiction to award promotion and/or tenure or order that the Board award promotion and/or tenure to any Faculty member.

b. Non-Contractual (JRB) Grievance

- i. If the Faculty member files a non-contractual grievance, the JRB shall rule on procedural matters identified in the *2016 SIUC Employees Handbook* and/or the Faculty Association Contract, whichever is pertinent to the grievance.
- ii. Each panel member must vote to sustain or dismiss the grievance—no abstentions.
- iii. When a grievance is upheld, the JRB shall make a recommendation regarding relief. The purpose of any relief shall be to remediate the procedural violation(s) and the negative effect(s) of the violation(s) on the grievant. The JRB recommendation(s) related to remedy may include a range of options including, but not limited to, a recommendation that no remedy be awarded because the procedural violation(s) were too trivial to warrant a remedy to a recommendation that promotion and/or tenure be awarded to the grievant. The JRB shall include the reasoning for its recommendation related to the remedy in its report.
- iv. The Chancellor shall recuse himself or herself from participating in the decision of any grievance involving promotion and/or tenure cases in which s/he has had prior consultation with the Provost over the substance or proper disposition of the case, unless the Faculty member and the JRB consent to his/her participation. In such cases where the Chancellor has not recused himself/herself, the Chancellor and the Provost shall provide the Judicial Review Board and the Grievant with

specific information regarding the nature, content, and scope of their prior consultations in a promotion and/or tenure matter that was grieved before the JRB.

- v. The Chancellor shall make a decision on a promotion and/or tenure grievance case that is heard by the JRB based upon the JRB's report, supporting documents, and, in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. Unless both parties are present, the Chancellor shall not entertain any new information. The Chancellor shall refrain from consulting with either party to the grievance prior to making a decision on the JRB's recommendation. A decision by a JRB panel shall replace the decision of the Provost and Vice Chancellor that is being appealed. The Chancellor shall treat the JRB panel decision in the same manner as she/he treats similar decisions of the Provost and Vice Chancellor. Following the submission of the JRB panel's decision, the Chancellor and the JRB panel may meet in a timely manner in order for the JRB panel to answer questions in clarification of its report.
 - vi. If the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member in a grievance concerning a negative promotion and/or tenure decision, the Chancellor shall state the reason(s) for non-acceptance in sufficient detail, based on the JRB's report, supporting documents, and, in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing, in order to apprise the Faculty member of the basic rationale for such non-acceptance.
 - vii. If a non-contractual grievance is filed under this section, the Grievant/Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- c. The Chancellor's decision is subject to the grievance and arbitration procedure set forth in this Agreement only on: (1) the ground(s) that his/her decision allegedly does not set forth the reason(s) for non-acceptance in sufficient detail as stated in Section 13.07.b.vi. and/or (2) that his/her written decision allegedly was not based on the JRB's report, supporting documents, and, in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing.

ARTICLE 14: SALARIES AND FRINGE BENEFITS

Section 14.01. Salaries for Fiscal Year 2022. All Faculty identified in section 14.05 shall receive an increase in monthly base salary, effective August 15, 2021, in an amount equal to two percent (2%) as allocated by the Board of Trustees for Fiscal Year 2022. Any such General Salary Increase shall be distributed "across the board".

Section 14.02. Salaries for Fiscal Year 2023. All Faculty identified in section 14.05 shall receive an increase in monthly base salary, effective July 1, 2022, in the base wage increase amount of three-quarters percent (0.75%). However, if Fiscal Year 2023 Appropriation Fund Revenue plus projected Fiscal Year 2023 Income Fund Revenue as of 10/31/2022 ("FY23 Projected Revenue") is greater than or equal to Fiscal Year 2022 Appropriation Fund Revenue plus actual Fiscal Year 2022 Income Fund Revenue (excluding transfers) ("FY22 Revenue") by the following amounts, mutually exclusive base wage percentage increases will occur follows:

- If FY23 Projected Revenue increase is greater than or equal to Two Million One Hundred Thousand Dollars (\$2,100,000) over FY22 Revenue, a base wage percentage increase of one percent (1%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Two Million Four Hundred Thousand Dollars (\$2,400,000) over FY22 Revenue, a base wage percentage increase of one and one-quarter percent (1.25%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Two Million Seven Hundred Thousand Dollars (\$2,700,000) over FY22 Revenue, a base wage percentage increase of one and one-half percent (1.5%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Three Million Dollars (\$3,000,000) over FY22 Revenue, a base wage percentage increase of one and three-quarters percent (1.75%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Three Million Three Hundred Thousand Dollars (\$3,300,000) over FY22 Revenue, a base wage percentage increase of two percent (2%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Three Million Six Hundred Thousand Dollars (\$3,600,000) over FY22 Revenue, a base wage percentage increase of two and one-quarter percent (2.25%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Three Million Nine Hundred Thousand Dollars (\$3,900,000) over FY22 Revenue, a base wage percentage increase of two and one-half percent (2.5%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Four Million Two Hundred Thousand Dollars (\$4,200,000) over FY22 Revenue, a base wage percentage increase of two and three-quarters percent (2.75%) shall occur;
- If FY23 Projected Revenue increase is greater than or equal to Four Million Five Hundred Thousand Dollars (\$4,500,000) over FY22 Revenue, a base wage

percentage increase of three percent (3%) shall occur.

(As an example: Employees receive 0.75% base wage increase on 7/1/22 and on 10/31/22 the FY23 Projected Revenue increase over FY22 Revenue equals Two Million Five Hundred Thousand Dollars (\$2,500,000). The base wage percentage would increase an additional 0.5% for a total base wage percentage increase of 1.25% effective 7/1/22.)

Section 14.03. Salaries for Fiscal Year 2024. All Faculty identified in section 14.05 shall receive an increase in monthly base salary, effective July 1, 2023, in the base wage increase amount of one percent (1%). However, if Fiscal Year 2024 Appropriation Fund Revenue plus projected Fiscal Year 2024 Income Fund Revenue as of 10/31/2023 (“FY24 Projected Revenue”) is greater than or equal to Fiscal Year 2023 Appropriation Fund Revenue plus actual Fiscal Year 2023 Income Fund Revenue (excluding transfers) (“FY23 Revenue”) by the following amounts, mutually exclusive base wage percentage increases will occur follows:

- If FY24 Projected Revenue increase is greater than or equal to Two Million One Hundred Thousand Dollars (\$2,100,000) over FY23 Revenue, a base wage percentage increase of one percent (1%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Two Million Four Hundred Thousand Dollars (\$2,400,000) over FY23 Revenue, a base wage percentage increase of one and one-quarter percent (1.25%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Two Million Seven Hundred Thousand Dollars (\$2,700,000) over FY23 Revenue, a base wage percentage increase of one and one-half percent (1.5%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Three Million Dollars (\$3,000,000) over FY23 Revenue, a base wage percentage increase of one and three quarters percent (1.75%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Three Million Three Hundred Thousand Dollars (\$3,300,000) over FY23 Revenue, a base wage percentage increase of two percent (2%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Three Million Six Hundred Thousand Dollars (\$3,600,000) over FY23 Revenue, a base wage percentage increase of two and one-quarter percent (2.25%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Three Million Nine Hundred Thousand Dollars (\$3,900,000) over FY23 Revenue, a base wage percentage increase of two and one-half percent (2.5%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Four Million Two Hundred Thousand Dollars (\$4,200,000) over FY23 Revenue a base wage percentage increase of two and three-quarters percent (2.75%) shall occur;
- If FY24 Projected Revenue increase is greater than or equal to Four Million Five Hundred Thousand Dollars (\$4,500,000) over FY23 Revenue, a base wage

percentage increase of three percent (3%) shall occur.
(As an example: Employees receive 1% base wage increase on 7/1/23 and on 10/31/23 the FY24 Projected Revenue increase over FY23 Revenue equals Two Million Dollars (\$2,000,000). No additional wage increase would occur.)

Section 14.04. Intentionally left blank.

Section 14.05. Distribution of General Salary Adjustments. Salary increases shall be distributed among individual Faculty members who were employed during the previous fiscal year and who are still on the active payroll as of July 1.

Section 14.06. Aggregate Base Salary of Faculty. The aggregate base salary of Faculty is defined as the total of the base salaries of those Faculty who are members of the bargaining unit (this includes Faculty in active status, Faculty on paid and unpaid leave status, and interim Directors/Chairs).

Example:

If, on May 1st of any given year, there are 700 Faculty (bargaining unit) members with an average monthly salary of \$7,000.00 per Faculty member. The aggregate base salary of Faculty on this date is \$4,900,000.

Assume that the raise for any given fiscal year is 3%. Therefore, there will be \$147,000 available to be distributed for general salary adjustments to the base salaries of those Faculty members who were employed during the prior fiscal year and who are still on the active payroll as of July 1 of the prior fiscal year. In the fiscal year, the raise will be distributed as 34% for merit and 66% across the board. Therefore, the \$147,000 will be distributed as \$49,980 for merit and \$97,020 across-the-board.

For example, if the \$147,000.00 is 3.1% of the aggregate base salary of Faculty members who were employed during the prior fiscal year and who are still on the active payroll as of July 1 the prior fiscal year, then each of these Faculty members will receive an increase to his/her monthly base salary of 2.046% (66% of 3.1%). In addition, each school/department will receive an allocation for merit increases equal to 1.054% (34% of 3.1%) of the aggregate base salaries of Faculty who were employed in that school/department during that prior fiscal year and who are still on the active payroll as of July 1 of the prior fiscal year.

Section 14.07. Promotional Raises. The Board shall increase a Faculty member's base monthly salary for a promotion in academic rank as follows:

- a. Promotion from Assistant to Associate Professor with tenure - \$600 per month or 12% of the median salary of the rank in the unit from which the candidate is promoted, whichever is greater.
- b. Promotion from Associate to Full Professor - \$1,200 per month or 12% of the median salary of the rank in the unit from which the candidate is promoted, whichever is greater.
- c. The effective date of such promotional increases shall be at the start of the fiscal year following the fiscal year in which the promotion decisions were made.

Section 14.08. Minimum Salary. Effective August 16, 2021, the minimum monthly 1.0 FTE base salary for a Faculty member shall be:

Assistant Professor (9 month academic-basis appointment): \$5,725.00 (non-prorated monthly base salary);

Assistant Professor (12 month fiscal-basis appointment): \$4,466.00;

Associate Professor (9 month academic-basis appointment): \$6,603.00 (non-prorated monthly base salary);

Associate Professor (12 month fiscal basis appointment): \$4,889.00;

Professor (9 month academic-basis appointment): \$8,128.00 (non-prorated monthly base salary);

Professor (12 month fiscal-basis appointment): \$6,668.00.

For Fiscal Year 2023, the minimum monthly 1.0 FTE base salary for a Faculty member shall increase based on the base wage percentage increase determined under Section 14.02.

For Fiscal Year 2024, the minimum monthly 1.0 FTE base salary for a Faculty member shall increase based on the base wage percentage increase determined under Section 14.03.

Section 14.09. Sharing Efforts to Grow Student Enrollment. The provisions of this section shall be based on 10-day enrollment statistics for each Fall.

- a. If there is growth in the income fund, resulting from increased new student admissions and/or increased student retention, 5% of the new income fund increase attributable to higher enrollment will be invested in reducing Faculty salary compression and parity inequity. The sum will be distributed to Faculty 50% according to the equity formula

and 50% across-the-board, effective as of January 1 of the same fiscal year.

- b. If there is a decline in the income fund, resulting from decreased new student admissions and/or decreased student retention, 5% of the new income fund loss attributable to lower enrollment will be recovered by the Board by not immediately filling as many vacant Faculty lines which is equivalent to the loss divided average salary of the Faculty.

Section 14.10. Effect of Budgetary Rescissions on Salaries. If the Board invokes rescissions/reductions due to budget losses or the State of Illinois mandates budget rescissions, the Communications Committee will meet to discuss the impact of such rescissions/reductions on Faculty.

Section 14.11. Merit Increases. No merit increases for the duration of this collective bargaining agreement.

Section 14.12. Cooperation. The Association and the Board agree to work cooperatively to advocate to the IBHE and the Illinois General Assembly for the maximum appropriation for salary increases.

Section 14.13. Calculation of Equity Increases. In the event that equity increases are applicable for a given fiscal year, such increases will be calculated using the procedure outlined below.

- a. For eligible Faculty members employed in the College of Health and Human Sciences (CHHS), Library Affairs, or any other academic unit where peer institutions cannot be identified in the applicable fiscal year Oklahoma Salary Study, the SIUC Provost or designee, in conjunction with the CHHS and Library Affairs Faculty, will determine the peer salary norms.
- b. For all other eligible Faculty members, the distribution of equity increases for each fiscal year shall be determined in the following objective manner:

Step 1. An individual Faculty member's predicted salary shall be calculated based on the multiple regression salary study done by the SIUC Office of Institutional Research and Studies and completed by April 1 of each year. Before finalizing the study, the SIUC Provost or designee will consult with the Association.

Step 2a. An individual's parity adjustment shall be determined by subtracting the average predicted salary (Step 1) by discipline and rank from the IBHE peer salary for that individual.

Step 2b. An individual's salary deficit shall be determined by subtracting the current salary from the sum of the predicted salary (Step 1) and parity adjustment (Step 2). If this calculation results in a non-positive number (i.e., current salary is equal to or exceeds this sum), then the equity salary deficit for this individual is equal to zero. Absent a clearly established computational error, no Faculty member

whose current salary equals or exceeds his/her predicted salary may file a grievance contesting his/her ineligibility to receive an equity adjustment.

Step 3. The total of the individual salary deficits is the sum of the individual salary deficits determined in Step 2.

Step 4. A proportional equity allocation for each individual will be determined by taking the ratio of each individual's salary deficit (Step 2) and the total as calculated in Step 3.

Step 5. The actual dollar equity adjustment for each individual is the product of the proportion calculated in Step 4 and total dollars available for equity distributions.

- c. Only Faculty who are scheduled for a merit increase for the applicable fiscal year shall be eligible for an equity adjustment for that fiscal year.
- d. Notwithstanding the foregoing, a School Director/Department Chair may, with the Dean's approval, withhold an equity adjustment if such decision is based on the individual Faculty member's work performance over the previous five (5) years as evidenced by failure to meet the established merit standard. "Failure to meet the established merit standard" means that an individual Faculty member has received 50% or less of the average percentage merit salary increases distributed or scheduled to be distributed, to all Faculty during the previous five (5) fiscal years prior to the applicable fiscal year in question or, if employed for less than the previous five (5) fiscal years, an individual Faculty member has received 50% or less of the average percentage merit salary increases distributed or scheduled to be distributed, to all Faculty during the Faculty member's period of employment.
- e. Absent unforeseen circumstances the Directors/Chairs and Deans will complete their equity determinations by April 15 prior to the applicable fiscal year and will notify Faculty members of their individual equity adjustments or lack thereof by said date. If a Faculty member alleges that the Board has arbitrarily and capriciously denied him/her an equity increase, s/he may file a grievance on or before May 15 of the year in question and said grievance shall be processed in accordance with the grievance and arbitration procedure set forth in Article 6 (Grievance Procedure) of the Agreement.
- f. The foregoing provisions concerning equity adjustments shall only be applicable during the term of the parties' 2010-2014 collective bargaining agreement.

Section 14.14. Initial Salary Offer. Notwithstanding any other provision of this Agreement, the Board retains the right to make salary offers to prospective Faculty members during the term of this Agreement in order to attract qualified faculty. Any offer letter for a continuing appointment issued to a newly employed untenured, tenure-track Faculty member must be approved by the Provost or designee and shall include at least the following:

- a. The new Faculty member's rank;
- b. The initial monthly salary; and,

- c. The anticipated assignment and workload for the first year of employment.

In addition, the initial salary offer should, where practicable, include prior demonstrable achievements that will be considered if the Faculty member submits an application for promotion or tenure pursuant to Article 13. Finally, the initial salary offer may include a statement of any anticipated contract for summer work and, if applicable, a statement of any startup costs and laboratory/studio or office space. Where practicable, the Board shall memorialize the offer in writing.

No action, statement, agreement settlement or representation made by any member of the bargaining unit to a prospective Faculty member shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Section 14.15. Salary Counteroffers. Notwithstanding any other provision of this Agreement, the Board retains the right to make and implement counteroffers during the term of this Agreement in order to retain qualified faculty.

In the event a counteroffer is made to the Faculty member by the Board and accepted by the Faculty member, the Association President will then be sent a copy of the letter of offer from the outside institution and relevant correspondence between the Faculty member and the Board.

On or before February 1 of each calendar year, the Association President will be given a report that sets forth the number of all Faculty members who have requested counteroffers.

Section 14.16. Summer Contracts.

- a. External/Grant-Funded Summer Contracts. A Faculty member who receives a grant or external funding for summer work shall normally be issued a summer contract consistent with the terms of the grant or external funding.
- b. Summer Instructional Contracts. The Board shall, in its sole discretion, determine which courses it may offer during the summer or intersession periods. The University reserves the right to cancel courses for any reason, including but not limited to failure to enroll sufficient students. Once the Board determines that it may offer a course during summer or intersession, the Board shall determine whether the course will be offered to a Faculty member on an enrollment-contingent basis. If enrollment-contingent courses are offered, the parties agree that a percentage of total tuition revenue will be retained by Central Administration (e.g., to cover overhead costs); instructor salary costs shall be allocated from the portion of the tuition revenue distributed to the college. Nothing shall prevent the Board from discussing the course and gauging interest of Faculty members or others prior to making a contingent offer to teach the course.

In determining the assignment of summer instructional contracts, the factors the Board shall consider include, but are not limited to:

1. Student needs (e.g., enrollments and graduation requirements, including

- internships);
- 2. Unit needs; and
- 3. Faculty member's expertise.

Once the Board has determined that a Faculty member will be provided a contingent offer to teach a summer or intersession course(s), the Board shall provide a written contingent offer for the course(s). The written offer shall, at a minimum, include the following: (1) the course(s) the Faculty member is being offered, (2) the minimum number of students needed to enroll in the course for the Faculty member to receive compensation at the equivalent of one month's salary for every three (3) credit hours taught, and (3) the date by which the minimum enrollment must be met for the Faculty member to receive such compensation. The date by which enrollment shall be met shall be not less than five (5) and not more than ten (10) days prior to the start date for the course. If enrollment reaches the minimum established by Board by the fifth (5th) day of the course, then the Faculty member shall receive compensation at the equivalent of one month's salary for every three (3) credit hours taught.

In establishing the minimum enrollment necessary to compensate the Faculty member at the equivalent of one month's salary for every three (3) credit hours taught, the Board shall determine a good faith estimate of the costs of delivering the course during the summer/intersession and a good faith estimate of the minimum enrollment necessary to provide sufficient income to the Board to cover the costs of delivering the course. That minimum enrollment, based on the estimated number of students necessary to cover the costs of delivering the course, and taking into account projected tuition payments by enrolled students, shall be the minimum enrollment necessary for the Faculty member to receive compensation at the equivalent of one month's salary for every three (3) credit hours taught. In establishing its good faith estimate of the costs of delivering the course, the Board may consider all costs of delivery, including but not limited to: the Faculty member's salary, any salary support costs (e.g. teaching/graduate assistant salary, etc.), costs of the space/location for the course (rental costs, utility costs and fees, equipment needs, etc.), any additional costs or fees for delivering the course, additional supplies necessary for the course, etc. A profit to the College/School/Department may not be considered a cost of delivering the course. These estimated costs shall be determined by the Board and shall be estimated on a course by course basis. Nothing in this provision subsection shall prevent the Board or any individual College or School/Department from utilizing a portfolio method to cover costs of the courses offered in the College/School/Department.

The Faculty member may accept or reject the contingent offer to teach summer/intersession course(s). The Board will provide, at minimum, five (5) business days for the Faculty member to consider a contingent offer to teach a summer/intersession course. If the Faculty member rejects a contingent offer to teach summer/intersession course(s), then the Board may offer the course(s) to someone else.

If the Faculty member accepts the enrollment-contingent offer and the student enrollment does not reach the minimum established by the Board by the date stated in

the offer and the Board determines that it may still offer the course(s) during the summer/intersession, the Board shall offer the course to the Faculty member with compensation reduced by the proportionate number of students enrolled in the class by the relevant date stated in the written offer. In no event shall a Faculty member be paid less than the equivalent of one-half (1/2) of one month's salary for every three (3) credit hours taught for a summer/intersession teaching assignment. A Faculty member shall not be required to accept any such offer to teach the course for compensation of less than the equivalent of one month's salary for every three (3) credit hours taught. The Board will provide, at minimum, two (2) business days for the Faculty member to consider an offer to teach a summer/intersession course for less than one month of salary as defined above. The Board and the Faculty member may mutually agree to a higher compensation amount than established by this subsection. If the Faculty member rejects an offer for any reason to teach a summer/intersession course(s), including but not limited to insufficient compensation, the Board may elect to offer the course to someone else.

- c. Miscellaneous. Any summer contract shall set forth the basis upon which the amount of compensation is computed (i.e., the percentage of time (FTE) and the full-time equivalent monthly salary) and the specific assignment accepted and approved for such compensation. Unless otherwise expressly so provided, nothing in a summer contract shall constitute an offer or promise of continuing employment.

Section 14.17. Information to the Association. On or before October 1, the Board will provide the Faculty Association with copies of all Faculty summer contracts for the immediately preceding summer session that have been received by the Office of the Provost and Vice Chancellor.

Section 14.18. Salary of Faculty Members Returning to the Bargaining Unit. If a Faculty member on an administrative appointment is returned to or transferred to a Faculty position in the bargaining unit, his/her salary shall not be less than the salary he/she was receiving if he/she was previously in a bargaining unit position. In any event, the Board shall notify the Association of the salary of any person who is returned to or transferred to a Faculty position from an administrative appointment.

Section 14.19. Terms and Conditions for Interim Directors/Chairs. The terms and conditions of employment for Interim Directors and Chairs shall include the following:

- a. No Faculty member shall be involuntarily appointed as an Interim Director/Chair.
- b. The anticipated length of appointment shall be specified at time of appointment for a period of up to one fiscal year, with the understanding that the appointment may be extended in increments of up to one fiscal year at a time.
- c. For each full month of service as an Interim Director/Chair, a Faculty member shall receive, in addition to her/his monthly salary, a stipend equal to 10% of her/his monthly base salary.

- d. The Board reserves the right to terminate the appointment of a Faculty member as an Interim Director/Chair prior to the end of the specified appointment.
- e. No appointment shall negate departmental operating paper provisions on the appointment of a permanent Director/Chair.
- f. Base pay adjustments shall be made in compliance with the provisions of this Agreement, except merit increases, which, upon approval of the Dean, shall be equal to the average percentage merit increase provided to Faculty in that department.

The foregoing provisions shall not be applicable to anyone who is appointed by the Board as an Interim Director/Chair who is not a Faculty member at the time of appointment.

Section 14.20. SIU Foundation Awards. The parties agree that the SIU Foundation may continue to recognize the Outstanding Teacher and Outstanding Researcher, with the understanding that any monetary award that accompanies such awards shall not be part of the Faculty member's base salary and shall be excluded from the calculation of the aggregate base salary of Faculty.

Section 14.21. Health and Life Insurance Coverage. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible Faculty members covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to Faculty members required for participation in the plan administered by the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits Committee from reviewing benefits and making advisory recommendations concerning benefits to the Board and the Association. The Association President shall appoint two Faculty members to the Joint Benefits Committee.

The Association and the Board agree to work cooperatively through the Joint Benefits Committee and joint lobbying efforts to minimize the effects of possible increases in health insurance premiums and reductions in services, to request that CMS explore alternatives such as Health Care Accounts under Section 105 of the IRS Code, and to maintain domestic partner benefits.

As of July 1, 2006, domestic partners of eligible Faculty are covered by the Department of Central Management Services' plan for life and health benefits. As long as this coverage continues, the reimbursement plan negotiated between the parties in the Fall of 2004 shall be unavailable to Faculty. In the event the CMS plan is discontinued or modified so that benefits afforded domestic partners are not at least equal to those benefits afforded Faculty spouses, the parties agree to re-implement the previously agreed to reimbursement plan.

ARTICLE 15: LEAVES OF ABSENCE

Section 15.01. Sick Leave.

- a. Effective January 1, 1998, Faculty shall only be granted non-payable sick-leave. Non-accruable sick leave benefits will be granted to Faculty members at the rate of forty-three (43) work days per fiscal year. Accruable sick leave will be awarded to Faculty members at the rate of 7.2 work days per fiscal year. All sick leave benefits will be implemented in accordance with administrative guidelines, as the same may be changed from time to time by the Board, provided that such guidelines shall not be contrary to the express terms of this Agreement.
- b. Sick leave for Faculty shall be used in the following order:
 - 1) Non-accruable sick leave days granted at the start of the fiscal year;
 - 2) Sick-leave days accrued before January 1, 1984;
 - 3) Sick-leave days accrued on or after January 1, 1998;
 - 4) Sick-leave days accrued between January 1, 1984 and December 31, 1997.
- c. Accrued sick leave is transferable within the Southern Illinois University system. Pursuant to applicable State Law, Faculty shall not earn payable sick leave on or after January 1, 1998, but a Faculty member or his estate shall be entitled to be paid for one-half of the unused accrued sick leave earned between January 1, 1984 and December 31, 1997.
- d. Before sick-leave benefits are made available, the Faculty member's Director/Chair or Dean, or the Director of Human Resources may require either documentation of an illness from a physician or other administratively acceptable proof.
- e. Faculty members may use their sick leave for personal illness or injury, for personal medical and dental appointments, for any approved family and medical leave, and for the illness or injury of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, child, and parent or corresponding in-laws. Household includes anyone maintaining a family relationship living in the Faculty member's home. Pregnancy and related complications shall be considered by the Board as any other medical condition and will merit leave consideration as such. Sick leave may be taken for the medical condition resulting from a normal delivery. Use of additional sick leave necessitated by medical complications requires acceptable documentation from the Faculty member's physician.

- f. Abuse of sick leave shall constitute cause for serious discipline, up to and including dismissal.
- g. Sick leave must be exhausted before a Faculty member can become eligible for SURS disability benefits.
- h. If a Faculty member submits an irrevocable notice to retire by a specified date, such Faculty member shall have the right, pursuant to Public Act 92-0599, to request that unused sick leave that can be used for a sick leave buyout (i.e., one-half of the unused accrued sick leave earned between January 1, 1984 and December 31, 1997) be paid out at the Faculty member's current rate of pay for a period of up to two SURS academic years (September 1 – August 31) of employment prior to retirement, subject to the SURS 20% limitation and applicable SURS guidelines governing such sick leave buyouts. Any unused sick leave days that a Faculty member requests be bought out, pursuant to Public Act 92-0599 and the provisions of this section, cannot be used as sick leave for any other purpose.

Section 15.02. Vacation.

- a. Only members of the Faculty who hold twelve (12) month fiscal appointments are eligible to earn or accrue vacation benefits.
- b. The following policy shall govern vacation benefits for Faculty on twelve (12) month fiscal appointments:

1) Vacation for such Faculty shall be earned at the following rates:

<u>Years of Employment</u>	<u>Days Earned</u>	<u>Monthly Accrual Rate</u>	<u>Maximum Accrual</u>
0-3	25	2.083	50
4-6	26	2.166	52
7-9	27	2.250	54
10+	28	2.333	56

- 2) Eligible Faculty may accrue up to two (2) years vacation credit, but no additional accumulation will be credited to his/her account whenever a two-year maximum is accrued.
- 3) Eligible Faculty may use all or part of his/her accrued vacation prior to entering into approved leaves of absence without pay status. Accrued and unused vacation benefits will be retained on University records pending the Faculty member's return to pay status from an approved leave.
- 4) Vacation is not earned during a period of sabbatical leave or professional development leave or any other leave without pay.

- 5) A lump sum payment of accrued vacation will be made to the Faculty member at the time of resignation from the University or retirement or to the estate at the time of the Faculty member's death, except as limited by Illinois statute pertaining to the transfer or re-employment of State of Illinois employees to other state institutions or agencies.
- 6) Vacation scheduling shall be subject to advance approval by the Board. Vacation requests will not be arbitrarily denied by the Board.

Section 15.03. Sabbatical Leaves. A sabbatical leave program provides opportunities for continued professional growth and development of the Faculty and enhances the academic vitality of the University. The Faculty member's plan for a sabbatical leave should include such activities as course development, research, creative activities, additional study, and preparation in new or different fields, any of which pertain to projects that relate to the educational mission of the University and to the professional development of the Faculty member. Sabbatical leaves may be recommended by the Administration, but remain subject to final approval or disapproval by the University's Board of Trustees.

- a. Eligibility: A full-time, tenured member of the academic Faculty may be granted two types of sabbatical leave. All time spent on unpaid leaves of absence shall be excluded in the calculation of sabbatical eligibility.
- b. Full sabbatical option: At the end of six (6) years of service from the initial date of full-time employment or six (6) years of service from the termination date of a previous sabbatical leave, a Faculty member is eligible for a full sabbatical. A full sabbatical may be granted
 - 1) at full pay for four and one half (4½) months for Faculty on academic-year appointment and for six (6) months for Faculty on fiscal-year appointment; or,
 - 2) at half pay for a calendar year for Faculty on academic- or fiscal year appointment. A calendar year is considered to run from the beginning of the fall or spring semester to the beginning of the following fall or spring semester, respectively; or from the end of the fall or spring semester to the end of the following fall or spring semester respectively; or for a 12 month period, generally but not necessarily commencing on July 1 and concluding on June 30 of the following year.
- c. Partial Sabbatical Option. At the end of three (3) years of service from the initial date of full-time appointment or three (3) years from the termination date of a previous sabbatical leave, a Faculty member is eligible for a partial sabbatical leave. A partial sabbatical leave may be granted for four and one half (4½) months for Faculty on academic-year appointment and six (6) months for Faculty on fiscal-year appointment at half pay.

- d. Application Process: Applications for sabbatical leaves shall have two parts, the application form and a separate detailed statement of plans showing what is to be undertaken and how these activities are to the professional benefit of the Faculty member and the University. The application shall be evaluated based on standards developed by the Board, in consultation with the Faculty Association.² The Faculty member shall complete and submit such application forms as may be required by the Board.
- e. Support Other Than Salary: A recipient of a sabbatical leave may be permitted to receive additional financial assistance or salary from sources other than the University, provided the specific arrangements have received advance approval from the Board. Salaried work for another employer must also be approved in advance. A Faculty member may not earn or accrue vacation or sick leave time during the period of the sabbatical leave.
- f. Obligation to Return: By signing the application form, the Faculty member has acknowledged his/her obligation to return to the University for a period of service of one year following the end of the leave, thus ensuring that the University will realize the benefits of granting a paid leave to a member of the Faculty. In the event the Faculty member fails to return following the leave, or fails to serve for the full year thereafter, the Faculty member must reimburse the Board for a percentage of salary equivalent to the percentage of time remaining in the obligated period of service.
- g. Reporting on the Leave: A written report by the Faculty member summarizing what was accomplished during the leave shall be submitted to the Director or Chair prior to the eighth week of the semester following the termination of the leave unless the Faculty member and the Director or Chair mutually agree, in writing, to a later date. A Faculty member who fails to submit a report by the date due shall be given a written reminder by the Provost or designee. A Faculty member who fails to submit a report within thirty (30) calendar days of receipt of the written reminder shall have his/her eligibility for a subsequent sabbatical leave extended by one semester and by another semester for each additional month that the report is late.

Section 15.04. Other Leaves. Other fully paid, partially paid, or unpaid leaves may be granted at the Board's discretion to any or all Faculty upon such terms and conditions as the Board may specify in a particular instance. Such other leaves may include, but are not necessarily limited to, professional development leave, personal leave, educational leave, sabbatical extensions, summer leave without pay for Faculty on fiscal year appointments, and temporary leaves with or without pay. During an approved educational leave without pay, summer leave without pay for Faculty on fiscal year appointments, and during the first two (2) months of an approved personal leave for medical reasons, the Board shall continue to pay the employer's share of the applicable State of Illinois Group insurance premiums. For all other forms of approved personal leave, Faculty members may elect to continue such insurance coverage at their own expense, or such coverage will terminate for the duration of the leave.

² The parties agree that standards shall ideally be developed in sufficient time for sabbatical applications that are submitted in Fall 2022 (for sabbatical leaves to be taken during the 2023-2024 academic year).

Section 15.05. Military Leave. Military leave shall be granted in accordance with applicable law or applicable Board policy, as the same may be changed from time to time by the Board.

Section 15.06. Family and Medical Leave Act. The Board agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith, or applicable Board policy and all such provisions applicable to bargaining unit Faculty shall be in accordance with what is legally permissible under the FMLA.

Section 15.07. Employment Elsewhere. A leave of absence will not be granted to enable a Faculty member to apply for or accept employment elsewhere or for self-employment, unless the Faculty member has received advance written permission from the Provost. Any Faculty member who engages in employment elsewhere (including self-employment) while on any leave of absence without having received the Provost's prior written approval may be terminated by the Board. Remuneration while on sabbatical is subject to Section 15.03 of this Article.

Section 15.08. Bereavement Leave. Up to three (3) days of bereavement leave, with pay, will be granted to a Faculty member to attend the funeral of a member of the immediate family or household. For purposes of this Section, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild, and corresponding in-laws. For purposes of this section, "household" includes anyone maintaining a family relationship living in the Faculty member's home. Approval will be granted for leave with pay of one (1) day to attend the funeral of a relative outside the immediate family or household as defined herein.

Section 15.09. Jury Duty. Faculty members who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal are eligible for a paid leave under this Section. During the period an eligible Faculty member is actually serving on a jury or is required by a court or other tribunal to be present as a witness, the Faculty member will continue to receive his normal compensation. At other times when the court or other tribunal is not in session, the Faculty member is expected to be at work. Faculty who are required to appear in court as defendants or plaintiffs in civil or criminal actions are ineligible for a leave under this Section.

Section 15.10. Modified Leave-Related Workload Assignments. See Section 8.09 for provisions pertaining to modified leave-related workload assignments.

ARTICLE 16 GENERAL PROVISIONS

Section 16.01. Access to Personnel Records. A Faculty member shall be provided with access to the non-confidential materials in his personnel files in accordance with the Board's written policy and procedure governing access to personnel files which shall be incorporated herein by reference.

A Faculty member shall be provided in person or through the campus mail system with a copy of any evaluative or critical material that is placed in his/her personnel file after the effective date of this Agreement. The Faculty member shall have the right to respond in writing within ten (10) calendar days after a Faculty member receives such material and any such response shall be attached to the material. No evaluative or critical material that has been placed in a Faculty member's personnel file after the effective date of this Agreement may be used against a Faculty member in any legal proceeding, unless the Faculty member has been given a copy of such material and has been given the opportunity to provide a timely response to such material as provided herein.

Section 16.02. Outside Employment. Before engaging in outside employment, including self-employment, a Faculty member shall in a timely fashion notify the University Provost. No Faculty member shall engage in outside employment without advance written permission from the Board. Any outside employment shall be in accordance with Board policies and procedures pertaining to Conflict of Interest, as the same may be changed from time to time by the Board.

Section 16.03. Non-Discrimination. In accordance with applicable state and federal laws and regulations protecting individuals against unlawful discrimination, the Board and the Association are committed to policies of non-discrimination on the basis of race; color; sex/ gender, including sexual harassment; sexual orientation; gender identity; pregnancy; ethnicity; national origin; age; religion; veteran status; political affiliation; nationality; disability; marital status; or lawful political activity. Likewise, in accordance with applicable state and federal laws and regulations and subject to applicable legal precedent, the Board and the Association are also committed to the principles of equal employment opportunity, affirmative action, and freedom from sexual harassment.

Alleged violations of this Article may be grieved up to the Chancellor pursuant to the provisions of Article 6 but shall not be subject to arbitration. If a grievance is filed alleging a violation of this Section it shall be in lieu of any other University procedure that may be available to the Faculty member.

Section 16.04. Safety and Health. The Board shall comply with applicable federal or state health and safety statutes. The Faculty shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

Section 16.05. Miscellaneous. No member of the bargaining unit shall impose any

obligation or duty upon the Board unless and until the Board has agreed thereto in writing.

Section 16.06. Academic Year Calendar. A campus-wide committee with no more than seven (7) members will be established for the purpose of considering the Academic Year Calendar. The Association shall designate two (2) Faculty representatives to serve on this committee. The Chancellor shall consult with the committee when developing the Academic Year Calendar, provided that the Chancellor retains the final right to determine the calendar following such consultation. During the term of this Agreement, there shall be at least four (4) weeks between the Fall and Spring semesters of each academic year covered by said Agreement unless extraordinary circumstance result in an extension of the Fall semester that precludes having such a four-week break or unless the parties mutually agree otherwise.

Section 16.07. Appointment of an Interim Chancellor or Interim Provost and Vice Chancellor. Absent circumstances that, in the judgment of the Board, require that the position of Chancellor or Provost and Vice Chancellor be immediately filled on an interim basis, at least one representative of the University will consult with at least one representative from the Faculty Association before filling either of such positions on an interim basis. It is anticipated that such consultation shall take place over a short period of time. Nothing in this Section shall be interpreted to interfere with the University's right to either fill such positions on an interim basis or consult with University constituency groups such as the Faculty Senate and Graduate Council.

Section 16.08. Travel. The University agrees to continue the practice of facilitating Faculty travel to attend professional activities and to meet with governmental or private funding agencies. With the prior approval on the applicable absence request form from his/her school director/department chair, a Faculty member shall be permitted to attend professional meetings, deliver seminars and colloquia at other institutions during the academic year or the term of his/her appointment. In each such instance, a Faculty member with direct instructional responsibilities shall be responsible for rescheduling any affected class/classes or making other appropriate arrangements pursuant to Article 10, Section 10.02.a.(2) of the Agreement. In each such instance, a Faculty member with no direct instructional responsibilities shall be responsible for making up any missed work assignments or making other appropriate arrangements to ensure that any missed work assignment is properly covered. Such arrangements must be approved by the Faculty member's director/chair prior to the Faculty member leaving campus, and approval shall be in writing if so requested by the Faculty member's director/chair. For such discretionary travel, reimbursement of travel expenses, if any, shall be subject to the availability of funds and applicable state law and University policies, rules and regulations.

The University shall reimburse Faculty for expenses incurred for pre-approved, non-discretionary travel, including delivering assigned courses at remote locations. This reimbursement shall be in accordance with applicable state law and University policies, rules and regulations.

Section 16.09. Faculty Offices. Faculty employed during the term of this Agreement shall have a private office if s/he desires one. The Board, absent exigent circumstances, shall provide a private office within thirty-one (31) days of the start of the Faculty member's employment appointment or the receipt of a written request, provided that a private office is

reasonably available. Private offices shall be offered to such Faculty pursuant to the guidelines described below:

- No Faculty member shall be entitled to two offices, or portion thereof, pursuant to the provisions of this section. Accordingly, any Faculty member who accepts a private office shall vacate their current office space.
- Acceptance of private office space shall be voluntary. Any Faculty member who declines a private office at the beginning of the academic year, however, shall forfeit the right to a private office prior to the following fall semester. Similarly, if a Faculty member accepts a private office and subsequently desires to return to their former office, the Board shall be under no obligation to provide the former office space.

Faculty performing laboratory or studio-based teaching and/or research shall be provided with access to adequate laboratory or studio space.

ARTICLE 17: BOARD RIGHTS

Section 17.01. As long as such actions and decisions are consistent with the other express Articles of this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the University to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the University and its properties and of all its personnel; determine its organization; hire, assign, direct, and evaluate Faculty; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; to establish its educational policies, goals and objectives; to establish, consolidate, merge or eliminate programs or areas of academic instruction; insure the rights and educational opportunities of students; determine staffing patterns; determine class size; determine the number and kinds of personnel required; maintain the efficiency of University operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

It is recognized that in many instances the exercise and implementation of the foregoing rights may be governed by express provisions found elsewhere in this Agreement [e.g., the consolidation, merging and elimination of programs is governed by the provisions of Article 9 (Program Changes)], may be regulated by obligations under federal and state law, or may be based on determinations, recommendations, or proposals emanating from various constituencies, including the administration or faculty.

Section 17.02. Subject to the rights and authority of the Board, the initial development and review of educational and academic matters (e.g., program curricula, program admission requirements, and program graduation requirements) is undertaken by faculty within the framework of the approved school, department, or college operating papers.

ARTICLE 18: UNPAID FURLOUGH OR UNPAID CLOSURE DAYS

Section 18.01. Preamble. Both parties encourage a collaborative approach to managing temporary financial crises that recognizes the impact of such adjustments on the University community, including students, faculty and staff, and the quality of education.

Section 18.02. Determination of Unpaid Furlough or Unpaid Administrative Closure Days. In the event of a temporary financial crisis⁴, the Board of Trustees may determine that unpaid furlough days or unpaid administrative closure days are necessary to address the financial crisis. Unpaid furlough days or unpaid administrative closure days will only be implemented if other workable cost saving measures (including but not limited to reductions in non-essential services, hiring freezes, suspension of new initiatives, etc.) are not sufficient to mitigate the crisis.

Section 18.03. Maximum Number of Days. The Board may impose a maximum of six (6) unpaid furlough or unpaid administrative closure days in a fiscal year (from July 1 through June 30). Those days shall be divided as evenly as possible between the fall and spring semesters provided that the need for such days does not arise due to a mid-year budget rescission, in which case the days may be all in one semester. Faculty on an academic year appointment shall not be required to take furlough days or unpaid administrative closure days during the summer semester. Such days shall be in accordance with the applicable procedures provided by the Board. Faculty members at the University on an H1B visa and Faculty members with retirement agreements effective no later than August 15 of the fiscal year following implementation of the unpaid furlough days or unpaid administrative closure days shall not be required to take any unpaid furlough days or unpaid administrative closure days.

Section 18.04. Notification. The Board shall promptly notify the Association in writing of its determination that unpaid furlough or unpaid administrative closure days are needed. Such notice shall be at least forty-five (45) days before the first such proposed unpaid furlough or unpaid administrative closure day. Any such notice must include the rationale for the determination that the temporary financial crisis exists, including but not limited to the following information:

1. A description of the fiscal situation which makes the action advisable.
2. A description of the specific economic measures, such as the reduction of support staff, freezing of vacancies, non-renewal of term positions, and the like, which have already been considered in an effort to deal with the situation.
A description of the proposed action, to include the number of unpaid furlough or unpaid administrative closure days to be taken.

Section 18.05. Impact Bargaining. If the Association wishes to bargain over the matter, it shall serve written notice upon the Board of such demand within ten (10) calendar days of receipt of the Board's written notice provided pursuant to Section 18.04.

⁴ Defined as loss of state funding or other revenue that leads to a significant decrease in operating funds that threatens the University's ability to meet financial obligations.

Section 18.06. Effect of Unpaid Furlough/Unpaid Closure Days on Salary. Unpaid furlough days or unpaid administrative closure days will only apply to the fiscal year in which the financial crisis is declared. Such unpaid furlough days or unpaid closure days will not reduce the salary base upon which future pay increases are calculated.

Section 18.07. Effect of Unpaid Furlough Days/Unpaid Administrative Closure Days on Benefits. Unpaid furlough days or unpaid administrative closure days will not affect a Faculty member's health insurance. Faculty members will be allowed the option to pay into the SURS retirement system for the unpaid furlough days or unpaid administrative closure days in accordance with SURS rules and regulations. Vacation and sick leave accruals will not be affected by the unpaid furlough days or unpaid administrative closure days.

Section 18.08. Implementation. The unpaid furlough days/unpaid administrative closure days shall be those days mutually agreed upon by the Faculty member and his/her Director/Chair. Unpaid furlough days/unpaid administrative closure days may be taken in half-day increments. The Faculty member will not receive any pay for these unpaid days and will not be allowed to use accrued benefit time on unpaid days. The Director/Chair and Faculty member shall schedule furlough/administrative closure days in a manner that does not disrupt the Faculty member's teaching schedule.

ARTICLE 19: REDUCTION IN FORCE

Section 19.01. Policy Statement. The Board and the Association agree that the first duty of the University is to ensure that its academic functioning remains paramount, particularly with regard to the quality of instruction, research, service, and the preservation of academic freedom. The declaration of financial exigency is the most drastic action the University can take to preserve its role, scope, and mission. Owing to the seriousness of financial exigency, the Faculty and the Board must be involved jointly in the process of salvaging the institution.

For purposes of determining layoffs for Faculty only, this Article shall supersede and operate in lieu of the SIU Board of Trustees 2 *Policies* C.1.e-i (as it exists on July 1, 2011) or any subsequent Board policy.

Section 19.02. Layoff for Financial Exigency.

- a. Except as otherwise provided in this Agreement, Faculty may be laid off only during a state of *bona fide* and legitimate financial exigency as determined and declared by the Board of Trustees in accordance with the terms of this Article;
- b. Faculty shall not be laid off until all other workable cost saving measures (including but not limited to reductions in non-essential services, hiring freezes, suspension of new initiatives, etc.) are determined insufficient to mitigate the crisis.

Section 19.03. Definition and Information.

Definition. A state of *bona fide* and legitimate financial exigency means an imminent financial crisis that threatens the survival of the institution as a whole and that cannot be alleviated by less drastic means.

The discretionary re-directing of resources away from SIUC to another part of the SIU system by the Board of Trustees does not provide grounds for declaring financial exigency.

Information. If SIUC submits a written request to the Board of Trustees for a declaration of financial exigency, the President or Chancellor shall provide a report with information on each one of the items cited below and shall provide the report and any supporting documentation to the Board of Trustees. Moreover, the Board agrees that the report and information shall also be provided to the Association. All discussions by the Board of Trustees leading to Board action on the question of financial exigency shall be in accordance with the Illinois Open Meetings Act.

The President or Chancellor shall prepare for the Board of Trustees and share with the Association the following information for a declaration of financial exigency:

1. A description of the fiscal situation which makes the action advisable.

2. A description of specific economic measures, such as the reduction of support costs, freezing of vacancies, non-renewal of term positions, and the like, which have already been invoked in an effort to deal with the situation.
3. A description of the proposed action.
4. An explanation of how the proposed scope and manner of execution of the proposed measures are proportional to the fiscal emergency and will cause the least possible disruption of the educational process and will inflict minimal hardship on employees.
5. An indication of how employees will be notified of the measures to be implemented by the proposed action and the method and period of notice to apply before that implementation.
6. A specification of the exemptions from the proposed action, if any, which will be required to safeguard the campuses and the conduct of uninterrupted activity if the proposed action is authorized, and an indication that the proposal otherwise has general application across the University employment spectrum, including administrative personnel.
7. A report on the manner in which the constituencies have had an opportunity both to review the situation and the proposed action and to advise the executive officer.

Section 19.04. Declaration and Bargaining. In the event the Board of Trustees declares a financial exigency for SIUC and believes that layoff of Faculty may be necessary, the Board of Trustees shall notify the Association in writing of such declaration of financial exigency, specifying the amount of the reductions required in the budgetary allocations to salary and benefits for Faculty. After receiving the written notice of declaration, the Association will have thirty (30) days to conduct its own inquiries. If the Board's declaration is challenged by the Association, the Association may file a demand to bargain the decision and/or impact of the financial exigency declaration within the above thirty (30) day time period. The parties shall negotiate for a period not less than thirty (30) days in an effort to reach a mutual agreement. If no mutual agreement is reached by the end of that thirty (30) day time period provided for bargaining, the Association may give ten (10) days notice to terminate the contract according to the Term of the Agreement (Article 22). The Board shall not implement layoffs prior to the deadline for notice of termination of the Agreement (e.g. the conclusion of the thirty (30) day bargaining period).

Section 19.05. Layoff Procedures. The Board shall carry out the layoffs of Faculty in accordance with the following minimum requirements which may be modified by mutual agreements between the parties as provided above.

19.05.01. If financial exigency is determined to exist by the Board of Trustees, the Board shall identify the programs from which layoffs are to be made. The programs selected for layoffs (in accordance with the procedures below) belong to "basic academic units" as defined in

Article 9. For the purposes of this Article, the Library shall be regarded as a “basic academic unit.” The basic academic units housing the programs selected for layoffs shall be notified in writing of their selection, and all the provisions of Sections 9.01 through 9.04 shall apply in reviewing the selected programs.

19.05.02. When the program review(s) has (have) been completed in accordance with Section 9.01 through 9.04, in order to preserve the academic mission of the University the retention of Faculty shall be a priority.

- a. The layoffs within a basic academic unit shall proceed in the order listed below:
 - 1) Untenured Faculty;
 - 2) Tenured Faculty.
- b. If the program review in accordance with Article 9 has shown that Faculty lines may be reduced, but that the program as a whole is not to be abolished, the right to be retained within the basic academic unit shall be ranked from greatest right to least right, as follows:
 - 1) those with a greater length of full-time service at the University, including approved leaves;
 - 2) those with a greater length of full-time service in the department, including approved leaves;
 - 3) those with more extensive educational qualifications, professional training, and professional experience.
- c. If a program as a whole is abolished, but not all of its Faculty need to be laid off, the remaining Faculty shall be transferred to another bargaining unit position if a position for which the Faculty is qualified is open.

19.05.03. Administrator Entering Bargaining Unit. No tenured Faculty member shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

19.05.04. Notice of Layoff. Faculty shall be given employment for at least one academic year beyond the academic year in which she/he is given notice of layoff. The notice requirements of this Section shall not apply in cases of extreme and immediate financial exigency.

19.05.05. Prior to the effective date of her/his layoff, a Faculty member given notice of layoff may request a meeting with the Dean to establish:

- a. the written description of the Faculty member’s position at the time she/he was given notice of layoff;
- b. the areas of University employment for which the Faculty member is qualified on the

basis of training or experience.

The written results of this meeting shall be provided by the Dean to the affected Faculty member and to the President of the Association.

19.05.06. Layoff pursuant to this Article is not dismissal for cause or non-reappointment, and shall not be recorded or reported as such.

Section 19.06. Recall.

- a. The University shall maintain a list of Faculty members who are laid off for a period of three (3) years after the layoff. If a Faculty member's position at the time she/he was given notice of layoff is reinstated during such period, the Faculty member shall be sent notice of that fact at the Faculty member's last known address and offered re-employment. It shall be the Faculty member's responsibility to keep the University advised of the Faculty member's current address. An offer made pursuant to this section must be accepted within thirty (30) calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the Faculty member's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the Faculty member.
- b. During the three-year period specified in this Section, a laid-off Faculty member has the right to apply for employment at the University for which he/she may be qualified. The University shall provide access to the University Placement Services (if one exists at the time) for assistance in locating other employment.
- c. A Faculty member who held a tenured position on the date of the layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. For purposes of tenure and promotion, the research/creative activities conducted during the recall period may be included by the Faculty member for consideration in tenure and promotion applications if he/she so chooses. The tenure clock will stop at the time of layoff and will resume upon recall.
- d. A Faculty member who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the Faculty member had accrued as of the effective date of layoff, and with any vacation leave which the Faculty member had accrued as of the effective date of layoff and for which the Faculty member has not received payment. The salary of a laid-off Faculty member who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the Faculty member would have been entitled if not laid off.
- e. During the recall period, any Faculty member who has been laid off may request to utilize University facilities including an office space, laboratory space, the library, and computer services. Such request shall not be unreasonably denied.

Section 19.07. Insurance/SURS. A Faculty member who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

ARTICLE 20: ENTIRE AGREEMENT

The provisions of this Agreement upon ratification supersede all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and it constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties each voluntarily and unqualifiedly waive any rights that otherwise exist under law to negotiate over any matter during the term of this Agreement that is covered or referred to in said Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to said matters. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and shall remain exclusive Board prerogatives, subject only to the provisions of the next paragraph if any such prerogatives concern mandatory subjects of bargaining.

This Article does not waive the Association's right to bargain over any mandatory subject of bargaining that is not covered or referred to in this Agreement if the Board is considering a change during the term of this Agreement.

ARTICLE 21: SAVINGS

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section, or portion thereof specified in the agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 22: TERM OF AGREEMENT

This Agreement shall be in effect as of January 1, 2021, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2024. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to June 30, 2024, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days advance written notice to the other party of its desire to terminate this Agreement; provided such termination date shall not be before June 30, 2024, or the anniversary date of a subsequent year as set forth in the preceding paragraph. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.


In Witness Whereof, the parties hereunder have set their hands and seals this 12 day of February, 2022.

SIUC Faculty Association, IEA-NEA



Anne Fletcher, President

**Board of Trustees
Southern Illinois University**



Daniel Mahony, President



Austin Lane, Chancellor, SIU Carbondale

Appendix A: Operating Papers in Force on June 10, 2020

Unit Level:

School of Accountancy
Department of Africana Studies
Department of Anthropology
School of Architecture
School of Art and Design
Department of Automotive Technology
Department of Aviation Management and Flight
Department of Aviation Technologies
Department of Chemistry
Department of Cinema and Photography
Department of Civil and Environmental Engineering
Department of Communication Studies
Department of Electrical and Computer Engineering
Department of English
School of Journalism
Department of History
Department of Languages, Cultures and International Trade
Department of Mathematics
Department of Mechanical Engineering and Energy Processes
Department of Mining and Mineral Resource Engineering
Department of Linguistics
School of Music
Department of Philosophy
Department of Physics
Department of Radio-TV and Digital Media
Department of Sociology
Department of Theater

College Level:

College of Agricultural Sciences
College of Applied Sciences and Arts
College of Business
College of Engineering
College of Liberal Arts
College of Mass Communication and Media Arts
College of Science
Library Affairs

ADDENDUM I: REVIEW OF ADMINISTRATORS

Section A.1. Review of Directors/Chairs. The following concepts concerning the review of Directors/Chairs shall be used as the basis for completing the School/Department operating papers that have not yet been approved or for possible amendment to those operating papers that have already been approved, but they shall not be incorporated into the parties' collective bargaining agreement or be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement.

- a. The Dean shall initiate a review of an individual Director after three (3) years in that position and once every three (3) years thereafter. The term "Director," as used in this document, shall include Chairs in academic units with operating papers (e.g., School of Physics and Applied Physics) and other supervisors in academic units with operating papers who supervise, evaluate, and assign the work of Faculty represented by the Faculty Association.
- b. If an individual Director is going to be so reviewed in a given academic year, such Director shall be advised in writing by the Dean.
- c. The review shall be conducted by a review committee elected by the faculty of the department or by the faculty acting as a committee of the whole.
- d. The criteria and procedures used for the review shall be either those already established in the departmental operating paper, or those that shall be established by the review committee in consultation with the Dean.
- e. The individual Director being reviewed may be given an opportunity to meet with the review committee prior to the preparation of the written review.
- f. The review committee's written review shall include a recommendation on retention or non-retention, all documentation collected during the review, as well as the results of any vote taken on whether the Director should continue as Director.
- g. The written review shall be submitted to the Dean, and simultaneously copied to the Director who shall be given an opportunity to submit a response to the Dean.
- h. It is anticipated that the Dean will accept the recommendation of the review committee on retention or non-retention. If the Dean determines that he/she cannot accept the review committee's recommendation, the Dean shall meet with the department faculty within fourteen (14) days to discuss his/her specific reasons and what actions, if any, might be considered/taken as a result of the review. If there is no

agreed upon course of action following this meeting and the Dean decides to retain the Director, the Dean will initiate another review of the Director in the following year in accordance with the review process set forth in the applicable school/departmental operating paper.

- i. Nothing herein is intended to preclude or prevent the Dean from evaluating or assessing the performance of a Director at any time.
- j. Nothing herein is intended to preclude or prevent the faculty of individual Schools from requesting that the Dean initiate a review of that Director at any time. If a majority of the faculty in a school petition for a review, such a review shall be initiated.
- k. Moreover, nothing herein is intended to interfere with the right of the Board to make decisions concerning the employment status of Director.

Section A.2. Dean Review. The following concepts concerning the review of Deans shall be used as the basis for completing the College operating papers that have not yet been approved or for possible amendment to those operating papers that have already been approved, but they shall not be incorporated into the parties' collective bargaining agreement or be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement.

- a. The Provost and Vice Chancellor shall initiate a review of an individual Dean after five (5) years in that position and after every five (5) succeeding years. The College faculty, in conjunction with other College constituency groups, submits a written review of the individual Dean.
- b. If an individual Dean is going to be so reviewed in a given academic year, such Dean shall be so advised in writing by the Provost.
- c. The review shall be conducted by a review committee consisting of representatives of the constituency groups within the College, e.g., faculty, school directors, APs, and civil service, with the understanding that faculty will constitute a majority of the members of the review committee and that such faculty members will be elected.
- d. The review committee, in consultation with the Provost and Vice Chancellor, shall specify the criteria and procedures used by the review committee.
- e. The review committee's report shall include its supporting documentation, as well as the results of any vote taken on whether the Dean should continue to serve as Dean.
- f. The individual Dean being reviewed shall be given an opportunity to meet with the review committee prior to the preparation of the written review.
- g. The written review shall be submitted to the Dean being reviewed and such Dean shall be given an opportunity to respond before it is finalized for submission to the

Provost and Vice Chancellor.

- h. Both the review prepared by the review committee, and the Dean's response, if any, shall be submitted to the Provost and Vice Chancellor.
- i. The Provost and Vice Chancellor and the review committee shall prepare a summary of the review, which summary may also include the Provost and Vice Chancellor's own review. Such summary shall be distributed to the members of all the constituency groups represented on the review committee.
- j. If there is a dispute over the contents of the summary between the Provost and Vice Chancellor and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the Provost and Vice Chancellor, and one SIUC employee holding faculty rank selected by the other two committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute unless the approved Operating Paper designates the third member or another method for selecting the third member. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.
- k. If requested by a majority of the review committee, the Provost and Vice Chancellor shall meet with the review committee to discuss what actions, if any, might be considered/taken as a result of the review.
- l. Nothing herein is intended to preclude or prevent the Provost and Vice Chancellor from evaluating or assessing the performance of a Dean at any time.
- m. Nothing herein is intended to preclude or prevent the faculty of individual Colleges requesting that the Provost and Vice Chancellor initiate a review of that College's Dean at any time, with the understanding that it would be up to the Provost and Vice Chancellor to decide whether or not to initiate such a review.
- n. Moreover, nothing herein is intended to interfere with the right of the Board to make decisions concerning the employment status of Deans.

Section A.3. Provost Review.

- a. The Chancellor shall initiate a review of the Provost and Vice Chancellor (hereinafter referred to as Provost) after five (5) years in that position and once every five (5) years thereafter, by which the faculty, in conjunction with other University groups, submits a written review of the Provost.

- b. If the Provost is going to be so reviewed in a given academic year, he/she shall be so advised in writing by the Chancellor.
- c. The review shall be conducted by a review committee consisting of one representative each of the following groups selected by those groups (Faculty Association, Faculty Senate, Graduate Council, AP Council, Civil Service Employees Council, Graduate and Professional Student Council and Undergraduate Student Government), as well as a representative of the Deans chosen by the Deans and a representative of department chairs selected by the Chancellor. A majority of the review committee will be persons holding faculty rank.
- d. The review committee, in consultation with the Chancellor, shall specify the criteria and procedures used by the review committee.
- e. The Provost shall be given an opportunity to meet with the review committee prior to the preparation of the written review.
- f. The review committee shall prepare a confidential report that will include its supporting documentation, as well as the results of any vote taken on whether the Provost should continue to serve as Provost.
- g. Both the review committee's confidential report, and the Provost's response, if any, shall be submitted to the Chancellor.
- h. The Chancellor and the review committee shall prepare a public summary of the review, which summary may also include the Chancellor's own review.
- i. If there is a dispute over the contents of the public summary between the Chancellor and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the Chancellor, and one SIUC employee holding faculty rank selected by the other two committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.
- j. If requested by a majority of the review committee, the Chancellor shall meet with the review committee and the heads of the groups represented on the review committee to discuss what actions, if any, might be considered/taken as a result of the review.
- k. Nothing herein is intended to preclude or prevent the Chancellor from evaluating or assessing the performance of the Provost at any time.

- l. Nothing herein is intended to preclude or prevent a majority of the faculty from requesting that the Chancellor initiate a review of Provost at any time, with the understanding that it would be up to the Chancellor to decide whether or not to initiate such a review.
- m. Any such written evaluation submitted to the Chancellor shall be advisory only. Nothing herein shall interfere with or alter the right of the Board of Trustees, President or Chancellor to select, evaluate, and determine the employment status of the Provost and Vice Chancellor, provided that the Chancellor will review the most recent written evaluations, if any, submitted as provided above in connection with the evaluation and/or the making of recommendations or determinations concerning the employment status of the Provost.
- n. If the Association files a grievance alleging that the University has violated the terms of this Section, the issue to be submitted to arbitration, if the grievance is not settled prior to arbitration, shall be limited to whether the University violated the Faculty Association's rights under the terms of this Section (not the alleged rights of another group such as the Faculty Senate) and, if so, the appropriate remedy. No individual or group other than the Association shall have the right to use the grievance and arbitration procedure to allege that the University has violated the terms of this Section.

Section A.4. Chancellor Review.

- a. The President shall initiate a review of the Chancellor after five (5) years in that position and once every five (5) years thereafter, by which the faculty, in conjunction with other University groups, submits a written review of the Chancellor.
- b. If the Chancellor is going to be so reviewed in a given academic year, he/she shall be so advised in writing by the President.
- c. The review shall be conducted by a review committee consisting of one representative each of the following groups selected by those groups (Faculty Association, Faculty Senate, Graduate Council, AP Council, Civil Service Employees Council, Graduate and Professional Student Council and Undergraduate Student Government), as well as a representative of the Deans chosen by the Deans and a representative of school directors/department chairs selected by the President. A majority of the review committee will be persons holding faculty rank.
- d. The review committee in consultation with the President shall specify procedures used by the review committee. The President in consultation with the review committee shall specify the criteria to be used in evaluation of the Chancellor.
- e. The Chancellor shall be given an opportunity to meet with the review committee prior to the preparation of the written review.

- f. The review committee shall prepare a confidential report that will include its supporting documentation, as well as the results of any vote taken on whether the Chancellor should continue to serve as Chancellor.
- g. Both the review committee's confidential report, and the Chancellor's response, if any, shall be submitted to the President.
- h. The President and the review committee shall prepare a public summary of the review, which summary may also include the President's own review.
- i. If there is a dispute over the contents of the public summary between the President and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the President, and one SIUC employee holding faculty rank selected by the other two committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.
- j. If requested by a majority of the review committee, the President shall meet with the review committee and the heads of the groups represented on the review committee to discuss what actions, if any, might be considered/taken as a result of the review.
- k. Nothing herein is intended to preclude or prevent the President from evaluating or assessing the performance of the Chancellor at any time.
- l. Nothing herein is intended to preclude or prevent a majority of the faculty from requesting that the President initiate a review of the Chancellor at any time, with the understanding that it would be up to the President to decide whether or not to initiate such a review.
- m. Any such written evaluation submitted to the President shall be advisory only. Nothing herein shall interfere with or alter the right of the Board of Trustees, or President to select, evaluate, and determine the employment status of the Chancellor provided that the President will review the most recent written evaluations, if any, submitted as provided above in connection with the evaluation and/or the making of recommendations or determinations concerning the employment status of the Chancellor.
- n. If the Association files a grievance alleging that the University has violated the terms of this Section, the issue to be submitted to arbitration, if the grievance is not settled prior to arbitration, shall be limited to whether the University violated the Faculty Association's rights under the terms of this Section (not the alleged rights of another

group such as the Faculty Senate) and, if so, the appropriate remedy. No individual or group other than the Association shall have the right to use the grievance and arbitration procedure to allege that the University has violated the terms of this Section.

ADDENDUM II: INTELLECTUAL PROPERTY, COPYRIGHTS, AND PATENTS

- I. Intellectual Property rights shall be governed by the Board's Intellectual Property Policy, adopted at its July 2016 meeting except that Section B. Copyrightable Material, of that Policy shall be replaced with the following:
 - a. Copyrightable Material:
 - i. Definitions:
 1. Work Made for Hire for purposes of subsection on copyrightable material, refers to either:
 - A work, excluding traditional academic copyrightable works as defined below, prepared by a Faculty member within the scope of his/her employment, recognizing that the creation of copyrighted works intended for commercialization is not a specific employment obligation for Faculty; or,
 - A work specially ordered, commissioned, assigned, or directed which, upon request of either party, shall be expressed in writing.
 2. Significant University Support means resources above and beyond, or in addition to, University resources usually and customarily provided. University resources usually and customarily provided includes but is not limited to office space, library facilities, ordinary access to computers and networks, or salary when determining ownership and license rights in copyrightable works. Significant university support includes, but is not limited to: University funding; University-paid time; University staff assistance; substantial use of specialized or unique University facilities and equipment, including telecommunication services, central computing resources, instructional design/media production services and facilities, and research facilities/equipment; and support provided by other public or private organizations when arranged, administered, or controlled by the University. It also includes use of students receiving financial support from the University or employees as support staff to develop the work, and other special subventions provided by the University unless approved, upon written request to the Vice Chancellor for Research (VCR), as an exception.

3. Traditional academic copyrightable works are defined as copyrightable works created independently and at the author's initiative for academic purposes. Examples of traditional academic copyrightable works include but are not limited to:
- Classroom materials, including syllabi, notes, handouts, tests and other academic assessment devices;
 - Educational courseware, including web-based and other electronic based materials, used on campus or in distance learning;
 - Theses and dissertations;
 - Articles, manuscripts, and book chapters;
 - Books, including textbooks, workbooks, scholarly monographs and anthologies;
 - works of non-fiction, fiction, poetry;
 - Educational television/radio programs and other works in audio-visual media;
 - Musical compositions and performances;
 - Dramatic works, including any accompanying music, pantomimes and choreographic works;
 - Pictorial, graphic, and sculptural works;
 - Technologically based works such as blogs, tweets, and other forms of social media and
 - Other works of art that are not created as an institutional initiative.

b. Ownership.

- i. Unless subject to any of the exceptions specified below, creators retain the rights to traditional academic copyrightable works if such works are created independently by the Faculty, utilizing only University resources usually and customarily provided; made in the course of independent efforts of the Faculty, and the ideas came from the Faculty. Intellectual property created by the Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities are presumed to be an independent effort.
- ii. Faculty shall assign and hereby do assign to the Board all rights to copyrightable materials which are created in the following scenarios, or as specified in a separate written agreement:
 1. Works made for hire as defined in I.A.i.1;
 2. Works created pursuant to the terms of an Agreement with the Board;
 3. Works created as a specific requirement of employment or as an assigned University duty that may be specified, for example, in a

- written job description or an employment agreement. Such specification may define the full scope or content of the employee's University employment duties comprehensively or may be limited to terms applicable to a single copyrightable work;
4. Works utilizing significant university support; and
 5. Works that are also patentable. The University reserves the right to pursue multiple forms of legal protection concomitantly if available. Computer software, for example, can be protected by copyright, patent, trade secret, and trademark.

II. Ad Hoc Intellectual Property Claims Committee

Controversies or claims arising out of the Board's Intellectual Property Policy, or agreements between Creator and the University delineating individual and University rights, claims, and responsibilities, or the breach thereof, may be handled by a five-member *ad hoc* Intellectual Property Claims Committee ("Claims Committee") constituted of University employees as follows:

Upon written request by an interested party to the Vice Chancellor for Research ("VCR"), s/he shall direct the University's Intellectual Property Committee (UIPC) to constitute a Claims Committee within thirty (30) days of receipt of the request, unless mutually agreed otherwise. If a claimant is a Faculty member, the VCR shall also forward this request to the Association President within five (5) days of receipt. The five-member Claims Committee shall consist of two (2) members selected by the UIPC, two (2) members selected by the Creator, and a fifth member, who shall be the chairperson, being selected by the four members so chosen. The Senior Technology Transfer Specialist in Office of Sponsored Projects ("OSPA") shall serve as a non-voting, *ex officio* member of the Claims Committee, present at meetings solely for the purpose of responding to questions about technical issues.

After hearing the evidence, the Claims Committee shall provide the VCR and, if the claimant is a Faculty member, the Association President, in writing, a remedy to resolve the dispute, with a copy sent to the claimant.

In the event the Claims Committee fails to render a majority decision within thirty (30) days of the final date of the hearing, or the interested parties mutually agree, the dispute shall be submitted to the American Arbitration Association in accordance with its Commercial Arbitration Rules. If either party objects to the decision, the dispute may be submitted to the American Arbitration Association in accordance with its Commercial Arbitration Rules. The cost of arbitration shall be paid by the party objecting to the decision.

III. Copyrightable Works.

Claims and appeals concerning copyrightable works shall be limited to disputes involving determination of the ownership of such works, and that determination shall be

based primarily upon the applicability of University Support, Significant University Support, or Independent Faculty Efforts to resolve the ownership dispute. Furthermore, the Claims Committee shall resolve disputes arising from the alleged failure of one or more parties to comply with the terms of an agreement involving copyrightable works.

IV. Inventions.

Decisions by the VCR to retain or release Inventions, to file patents, and/or to abandon patents are the University's decisions and are not subject to review. Claims and appeals concerning Inventions shall be limited to disagreements among multiple Creators and to the applicability of University Support in determining ownership. Disputes between the Creator and the University that are not eligible to be resolved by the Claims committee shall be resolved by the VCR.

V. General Considerations.

In no event shall any pending dispute preclude the University from discharging its ongoing responsibilities for administering Intellectual Property, including, but not limited to, actions subject to deadlines imposed by the United States Patent and Trademark Office and its counterpart organizations in other national jurisdictions, actions subject to deadlines imposed by the state or federal courts, or actions subject to other requirements. Faculty members shall provide all necessary information, documentation, or other materials to the University so that any such deadlines are met.

Exhibit 1: Provisional Time Reporting Form

FACULTY TIME REPORTING LOG

Month	Year
▼	▼

Last Name, First Name

DawgTag

Academic Unit

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Worked hours:															
Sick leave hours used:															
Other Leave hours used:															
Total															

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Total Hours
Worked hours:																	
Sick leave hours used:																	
Other leave hours used:																	
Total:																	

Explanation of other leave:

I certify that the above information is correct:

Signature

Date

Unit Administrator Acknowledgment of Receipt

Date

The State Officials and Employees Ethics Act requires all university employees to submit time sheets documenting the time spent each day on University business. Actual hours worked and/or any absences must be reported to the nearest quarter hour. Faculty members should report hours worked each day or hours covered by sick leave or other leave.