

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY  
GOVERNING SOUTHERN ILLINOIS UNIVERSITY  
EDWARDSVILLE

AND

THE SIUE FACULTY ASSOCIATION  
AN AFFILIATE OF THE  
ILLINOIS EDUCATION ASSOCIATION  
AND THE  
NATIONAL EDUCATION ASSOCIATION

JULY 1, 2018 THROUGH JUNE 30, 2022

## AGREEMENT

This AGREEMENT is entered into this 15<sup>th</sup> day of August 2019, by and between the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY (“BOARD”) and the SIUE Faculty Association, an affiliate of the IEA/NEA (“Association”), and only applies to said parties.

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 Bargaining Unit members.

It is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for salaries, hours, fringe benefits, and terms and conditions of employment and to provide an orderly and prompt method of handling and processing grievances.

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**ARTICLE 1**  
**DEFINITIONS**

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

Association – The term “Association” refers to the Southern Illinois University Edwardsville (SIUE) Faculty Association, a labor organization recognized by the Illinois Educational Labor Relations Board (IELRB) and affiliated with the Illinois Education Association/National Education Association (IEA/NEA), 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.

College/School – The term “College/School” refers to all colleges/schools included in the Bargaining Unit that exist at the time of this Agreement:

- College of Arts and Sciences
- School of Business
- School of Education, Health, and Human Behavior
- School of Engineering
- Lovejoy Library
- School of Nursing

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

Faculty – The terms “Faculty,” “Faculty member,” “member” or “full-time Faculty member” shall mean those employees specifically included in the Bargaining Unit as defined by the IELRB and as set forth in Article 2 of this Agreement, unless otherwise specified.

IELRA (or the Act) – The Illinois Educational Labor Relations Act.

IELRB – The Illinois Educational Labor Relations Board.

Immediate family – With the exception of benefits under FMLA, the term “immediate family” includes spouses, domestic or civil union partners, children (including step-children), parents, brothers, sisters, grandparents, grandchildren, and corresponding in-laws.

Operating Papers – Operating papers set forth the approved procedures through which the Departments and the College/Schools achieve the policies governing their operations and the processes through which the Faculty are involved in governance. Operating papers are approved by the Dean and Provost. Operating papers are hierarchical, and lower-level papers shall be in compliance with higher-level papers, University policy, and this Agreement.

Parties – The University and the Association.

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

University Policy – refers to any University Policy explicitly referenced in this Agreement, existing and in force as of the date of the ratification of this Agreement, or as



modified by the University after consultation, or bargaining as appropriate, with the Faculty Association.

**ARTICLE 2**  
**RECOGNITION**

Section 2.01. Association Recognition. The IELRB and the University recognize the Association as the exclusive bargaining representative for the bargaining unit (as determined by IELRB case number 2018-UC-0016-C and jointly stipulated by the parties), described as follows:

Included: All faculty at the ranks of assistant professor, associate professor, and professor holding a tenure or tenure-track academic faculty appointment of .5 or greater employed through the Edwardsville campus.

Excluded: All employees who hold visiting, clinical, adjunct, emeritus or less than .5 faculty appointments; employees who are employed on a temporary contract or whose positions are primarily funded from sources other than state appropriations (e.g., research professors); School of Nursing Department Chair(s); SIUE School of Pharmacy and School of Dental Medicine faculty; non-tenure-track faculty; deans; associate deans; assistant deans; all faculty employed through other campuses; and supervisory, managerial, confidential employees, and short-term employees as defined by the IELRA, as amended.

Section 2.02. Faculty Status. Not later than September 15 of each academic year, the University will provide the Association with a complete list of all Bargaining Unit members, including:

- name
- gender
- race
- national origin
- home address
- College/School
- Academic Department
- rank
- year achieved rank
- base salary
- campus office location
- campus email address
- campus phone number
- status (member/non-member)
- current hire date
- original hire date
- faculty appointment percentage (FTE)
- pay status (in-pay or out-of-pay status)

The University will provide to the Association any changes or updates to this list three times per fiscal year: August 1, September 15, and February 1. These changes or updates include but are not limited to retirements, terminations, leaves of absence, new hires, and promotions.

Section 2.03. Meeting with Other Employee Organizations. This Agreement shall not be construed to prevent the University 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 University and the Association.

Section 2.04. Association Leadership Status. The Association will communicate with the University any changes in Officers and College/School Representatives.

## 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, procedures, rules and/or 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 and regulations, such legal obligations thus imposed shall be controlling.

## ARTICLE 4

### FACULTY ASSOCIATION/ADMINISTRATION MEETINGS

The Association and the University mutually agree that in the interest of efficient management and harmonious labor relations, it is desirable that the Association President and/or designee(s) and the Provost and/or designee(s) meet as needed. Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a "Faculty Association/Administration Conference" and expressly providing the agenda for such meeting. Meetings and locations shall be mutually agreed upon before being held, and the purpose of any such meeting shall include but not be limited to:

- A. Discussing the implementation and general administration of this Agreement.
- B. Sharing general information of interest to the parties.

## ARTICLE 5

### ASSOCIATION AND ADMINISTRATION RIGHTS

Section 5.01. 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 have a representative on the University Planning and Budget Council (UPBC), and on any present or future search committees for SIU System President, SIUE Chancellor, SIUE Provost and Vice Chancellor for Academic Affairs, and College/School Deans affecting the bargaining unit.

Section 5.02. Association Business. Duly authorized representatives of the Association shall have access to University premises for the purpose of transacting Association business consistent with University policy, this Agreement, and the Illinois Educational Labor Relations Act.

Section 5.03. Association Use of University Equipment and Facilities. The Association may use University equipment and facilities, including telephones, e-mail, and meeting rooms. Such use shall not take precedence over University needs and shall conform to all applicable University policies and state law. Any costs incurred in reserving or using the University's facilities or spaces shall be borne by the Association and charged the departmental rate.

Section 5.04. Dues Deduction. The University agrees to provide a single omnibus payroll deduction per pay period for the purposes of Association dues, contributions to the Illinois Political Action Committee for Education (IPACE), and contributions to the NEA Political Action Committee (NEA-PAC), upon receipt of written authorization from a member of the Bargaining Unit. Such authorization must be executed by the member and may be revoked by the member at any time by giving written notice to the Association. The Association will promptly notify the University of any revocations or new additions. The University agrees to remit all deductions made pursuant to this section promptly to the Association together with an itemized statement showing the name of each member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

In the event a member's salary earnings within any pay period, after deductions for withholding retirement, health insurance, and other priority deductions, will not be sufficient to cover the dues, contributions, or fees made pursuant to this section, it will be the responsibility of the Association to collect such dues, contributions, or fees directly from the member.

Section 5.05. Copies of Agreement. The University will provide the Association with one signed hard copy and one electronic copy of the final executed Agreement.

Section 5.06. Board Agenda and Board Meetings. For each regularly scheduled and each special meeting of the Board of Trustees, the Board shall notify the Association President or designee that the materials for the meeting have been posted to the Board website.

Section 5.07. Electronic Information Distribution. The University will create an electronic listserv on the SIUE Network, limited to all Faculty members covered by this Agreement and moderated by the Association Secretary or designee, to facilitate on-campus communication with Bargaining Unit members.

The Association's use of the University's electronic information system shall be governed by all applicable University policies and regulations, including those regarding derogatory speech,

copyright rules, and ethics restrictions. Members of the Faculty who wish to opt out of this listserv will be able to do so.

Section 5.08. Association Service. The Parties agree that the Faculty Association Executive Committee (President, Vice-President, Treasurer, and Secretary); members of the Bargaining Team (during periods of negotiation), members of the FA Grievance Committee, and FA Representatives serving on the University Planning and Budget Committee (UPBC), on the search committees for SIU System President, SIUE Chancellor, SIUE Provost and Vice Chancellor for Academic Affairs, and College/School Deans, shall be recognized as performing “University” service. All other non-political Faculty Association activities, that intersect Faculty members’ relationship with the University, shall be recognized as service in all Faculty evaluation and application processes.

The University 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 5.09. Association Course Buyout. Upon request, the University may approve a course buyout in the form of one, three (3) credit-hour course for individual Faculty members identified by the Faculty Association. Such buyouts shall be limited to five (5) Faculty members in any given semester and the buyouts shall be paid for by the Faculty Association/IEA at the appropriate Lecturer rate for the College/School. Typically, faculty who already receive course releases or buyouts through other mechanisms shall not be eligible for buyouts under this Section. Faculty on buyout under this section shall not be eligible for teaching overloads.

The Association shall provide a written request to the University’s contract administrator to include the following:

1. name(s) of the Faculty member(s) to be released;
2. dates of release; and
3. category of Association position as listed above.

Such notification shall be submitted no later than October 15 for a course buyout in Spring and no later than July 1 for a course buyout in Fall. In reviewing the request for a buyout, the University will take into consideration student and program needs in the requested semester, as well as the Faculty member’s scheduled teaching responsibilities and the ability of the University to find suitable replacements.

The failure to approve a course buyout for a Faculty member under this section shall not be subject to the grievance process, provided the same individual’s request is not denied two semesters in a row.

Section 5.10. Notification of New Faculty Hires. The University agrees to forward to the President of the Association the name, academic rank, Department, SIUE email and office phone number of each new Faculty hire who will be part of the Bargaining Unit within two weeks of the start date of a fully executed employment contract.

Section 5.11. New Faculty Orientation. The Association shall be allowed to set up an information table during the first day of New Faculty Orientation in the same location and during the same period(s) of time allotted for all other campus services, offices, and organizations (e.g. Parking Services).

Section 5.12. Administration Rights. Except as explicitly agreed upon in this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to assign work, as well as operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.

Section 5.13. General. Neither the Faculty Association nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.



## ARTICLE 6

### ACADEMIC FREEDOM AND FACULTY RESPONSIBILITIES

Section 6.01. Academic Freedom. Academic freedom is integral to the conception of the University as a community of scholars engaged in the pursuit of truth and in the communication of knowledge in an atmosphere of tolerance and freedom. The University serves the common good through teaching, research /creative activities, and service. Institutions of higher education are conducted for the common good and not to further the interest of either the individual or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to teaching, research/creative activities, and service. Freedom in research/creative activities is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom also attaches to faculty as members of their institution who share in its governance. While they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek the revision of the University's policies, procedures, and practices. The fulfillment of these functions, intramurally and extramurally, necessarily rests upon the preservation of academic freedom. The University and the Association therefore affirm that academic freedom is a right protected by this Agreement and is fundamental to the Faculty member's responsibility to seek and to state truth to the best of their ability as members of a community of scholars. All members of the SIUE community have a responsibility to exemplify and support these freedoms in the interests of reasoned inquiry. The University and the Association also recognize that academic freedom carries with it duties correlative with rights. To this end, the Faculty devote their energies to developing and improving their scholarly competence; accept the responsibility to exercise critical self-discipline and judgement in using, extending, and transmitting knowledge; and practice intellectual honesty. The University and the Association shall both maintain, encourage, protect, and promote the Faculty's academic freedom in teaching, research/creative activities, and professional, university, and employment-related public service, as well as promote and encourage the exercise of the correlative duties and responsibilities attendant with academic freedom described in Section 6.02.

The University shall not apply any provision in this Agreement to violate a Faculty member's academic freedom, nor shall a Faculty member be punished for exercising their academic freedom. Membership in the academic community imposes on faculty members an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals, damage institutional facilities, or disrupt the work of one's colleagues.

A Faculty member shall be free to discuss relevant matters in the classroom using methods of their discipline, to explore avenues of scholarship, research, and creative expression that seek to expand human knowledge, to speak freely on matters of university governance, and to speak, write, or act in an atmosphere of freedom and confidence.

- a. Teaching. Faculty members shall have the freedom to:

- i. Present and discuss, frankly and forthrightly, controversial material relevant to the academic subject being taught.
  - ii. Select instructional materials, define course content, and determine grades within general Department, College/School, and University guidelines.
  - iii. Determine a grade for student performance. Consistent with the principle that the Faculty member should be the sole judge of a student's performance in a course, the grade a Faculty member determines for a student's performance shall generally not be changed without the Faculty member's consent, except following established University policies and procedures (e.g., Student Grievance policy, policies of the University Registrar, and Office of the Bursar).
  - iv. Persons with supervisory, assessment or other administrative roles may enter a classroom/studio/laboratory after prior consultation with the faculty member. Agreement for the visit shall not be unreasonably withheld. In general, such visits shall be scheduled for times that are least disruptive to the learning environment. Registration for the course constitutes prior permission. The University shall support the authority of each Faculty member to have unauthorized persons removed from the Faculty member's classroom/studio/laboratory.
- b. Research/Creative Activities. Faculty members shall have the right to freely engage in scholarly and creative activity and publish or otherwise communicate the results of such activity.
  - c. Service. The University shall not restrict or prohibit Faculty's chosen service activities while ensuring that its service and accreditation needs are met.
  - d. External Activities. The above freedoms exist regardless of the forum in which activities are engaged, including but not limited to sabbaticals, visiting scholar positions, and web-based activity.

Section 6.02. General Responsibilities of Faculty. Along with academic freedom, Faculty members have a responsibility to:

- a. Observe and uphold the ethical and scholarly standards of their disciplines in the pursuit and communication of knowledge;
- b. Treat students, staff, colleagues, and guests fairly and civilly;
- c. Avoid any exploitation of such persons for private advantage and treat them in a manner consistent with relevant University policy as well as the provisions of this Agreement's policy on nondiscrimination;
- d. Participate and uphold evaluation processes, evaluating students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- e. Represent themselves as speaking for the University only when authorized to do so; and
- f. Maintain, encourage, protect, and promote academic freedom so that it is not compromised by harassment, censorship, reprisals, or prohibited discrimination as defined in this Agreement.

**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 members of the Bargaining Unit covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike). In the event of any violations of any provisions of this Section by Association members, including concerted refusal to work, or any other concerted and intentional interruption of the functions of the University, the Association shall, upon notice from the University, 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 University nor its administrative agents will lock out any members of the Bargaining Unit covered by this Agreement. In the event of any violations of any provisions of this section by the University or its administrative agents, the University 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 OPERATING PAPERS

Section 8.01. Purpose of Operating Papers. Operating Papers (or “Bylaws”) set forth the procedures by which Departments and their College/Schools achieve the policies governing their operations, and the processes through which Faculty are involved in the governance of their Department and their College/School. Each College or School shall have Operating Papers, and the Faculty of each Department may also adopt and maintain Operating Papers. Operating Papers shall be as clear and transparent as possible to facilitate consistent implementation of policies. Operating Papers shall not be in conflict with higher-level Operating Papers, University policy or the provisions of this Agreement.

Section 8.02. Contents of Operating Papers. Operating Papers at either the Department or College/School levels shall include, but not necessarily be limited to, the following items:

### Preliminary

- a. Definition of voting faculty and procedures for voting and the use of proxies;
- b. Organization of the Department or College/School;
- c. Frequency of meetings and procedures for calling and running a meeting;

### Committees

- d. Process for determining the composition of committees;
- e. Roles, responsibilities, and authority of committees, including a formal mechanism to recompose the membership of a committee should a conflict of interest arise;

### Operating Papers

- f. Procedure for reviewing and amending the Operating Papers;
- g. Procedures for digitally publishing the most current version of the Operating Papers in an unalterable format, for Faculty access;
- h. Procedures for digitally archiving unalterable past versions of Operating Papers;

### Workload and Evaluation Criteria

- i. Process for requesting workload adjustments between teaching, research, and service and revised standards for evaluating Faculty based on the adjustments made;
- j. Clear process for matching departmental Faculty to Summer term and Winter session courses that have been approved;
- k. Process and criteria for evaluating Faculty;
- l. Process for awarding merit raises;
- m. Tenure and promotion criteria, guidelines, and procedures; and
- n. The appeals process for all evaluations.

## Leadership

- o. Role and responsibilities of the Assistant Chair and/or the Program Director(s), if applicable;
- p. Procedures for Faculty to select an individual for consideration to a Chair appointment and Interim/Acting Chair assignment, if applicable;
- q. Procedure for Faculty to review the performance of the Chair;
- r. Procedure for recommending the removal of a Chair/Director; and
- s. Procedure for review of the Dean and Associate/Assistant Dean(s) (College/School level Operating Papers only).

### Section 8.03. Approval of Operating Papers.

Operating Papers shall be subject to the approval of a majority of the Faculty who vote in the Department or College/School, with final approval from the Dean and Provost and Vice-Chancellor for Academic Affairs.

If more than 50% of eligible Faculty do not cast a vote, then the voting period shall be extended by at least seven days.

The Association President shall have access to a copy of any new or updated Operating Papers.

If a new Department or College/School is created, said Department or College/School shall have until May 1 of the first academic year of formation to adopt Operating Papers. The Provost and Vice Chancellor for Academic Affairs or designee shall establish a calendar for this process, and can approve a reasonable extension to the timeline, if needed.

Disputes over approvals of Operating Papers shall be processed in accordance with Section 8.05 below.

Section 8.04. Amendment of Operating Papers. Faculty shall review and amend Operating Papers in accordance with the procedure specified in the applicable Operating Papers.

The amendment of Operating Papers shall also be subject to the approval of the appropriate Dean and the Provost and Vice Chancellor for Academic Affairs, utilizing the following guidelines:

- a. The proposed amendment(s) shall show the proposed changes against the current approved Operating Papers.
- b. Typically, the Dean and Provost and Vice Chancellor for Academic Affairs shall only consider the amended language during the review process.
- c. The Department Chair or Dean shall submit the proposed amendment(s) to the next level of administrator within fourteen (14) days of a positive Faculty vote on the amendment(s).

Disputes over amendments shall be processed in accordance with Section 8.05, below.

Within thirty (30) days of the Provost's final approval of amendments or revisions, Faculty in the applicable Department or College/School shall have access to a complete copy of the Operating Papers incorporating such amendments/revisions.

Section 8.05. Dispute Resolution.

Operating Papers at any level shall not be in conflict with higher-level Operating Papers, University policy, or this Agreement.

If the University rejects approval or amendment of Operating Papers that were approved by the majority of the Faculty, and are not in conflict with this Agreement, University Policy, or higher-level Operating Papers, the Faculty Association President or designee may initiate the following process to resolve the issues:

Upon receiving written notice from the Faculty Association President or designee, the Dean and Provost (or designee) will schedule a meeting within fourteen (14) days with an Association representative appointed by the Faculty Association President, the Chair of the affected Department (for departmental operating papers), and a Faculty representative appointed by the Faculty from the Department or College/School to discuss the matter. If the Parties reach agreement on changes to the Operating Papers, a revised version of the passages in question shall be submitted to the affected Faculty for a vote.

## ARTICLE 9 WORKLOAD

Section 9.01. Definition of Full-Time Workload for Faculty. Expected typical workload for tenured/tenure-track Faculty is apportioned into teaching, scholarship (including creative activity), and service. The normative breakdown of tenured/tenure-track Faculty full-time workload is 60% teaching, 20% scholarship, and 20% apportioned to service. General expectations for teaching, scholarship, and service shall be described in Operating Papers.

- a. Faculty may schedule their work and location to accommodate direct or indirect teaching, scholarship/creative activity, and/or service, in a way that meets the needs of students and co-workers, ensuring availability to assist in the Department, School/College, and University work.
- b. Annual percent effort in teaching, scholarship, and service may vary for individuals as a result of Faculty consultation with the Department Chair and approval by the Dean and in accordance to unit Operating Papers. These adjustments in percent effort should normally be agreed upon during course scheduling in the prior academic year, with the understanding that irregular circumstances such as medical emergencies and grant-funded buyouts may require changes in effort distribution up to the beginning of the semester in question. Irregular arrangements for teaching loads or teaching support will also normally be agreed upon between the Faculty member, Department Chair, and Dean during course scheduling in the prior academic year.
- c. For accredited programs, the Department Chair shall work with the Dean to ensure compliance with course assignment and enrollment standards stipulated in official accreditation publications.
- d. For any two, adjacent fall-spring semesters, Faculty may petition the Department Chair and Dean, before the courses in question are scheduled in the prior year, to increase the teaching load by one course in one semester and reduce the load by one course in the other. Typically, a full teaching load must be accomplished within the same academic year.
- e. The normative teaching load for Faculty meeting normative research and service expectations will be three courses per fall and three courses per spring semester. Credit hour and contact hour equivalencies, as well as equivalencies for individualized instruction (such as independent study, readings courses, supervised research or thesis supervision), shall be specified in Operating Papers. A Faculty member's teaching load shall not exceed the academic year normative teaching load, unless compensated by an overload to which the Faculty member consents, excepting in circumstances described in Section 9.01h and 9.01i.
- f. Individual Faculty members may be reassigned from teaching responsibilities through arrangements such as buyouts funded by internal or external grants or contracts and course releases arranged and approved by the Department Chair and Dean (or Provost).

- g. Unit-wide reduced normative teaching loads, where they exist, may be maintained as long as the course reduction is either stipulated in official accreditation standards, by prior contract and/or offer letter, or justified by the Dean and approved by the Provost.
- h. Tenured Faculty may elect to have a reduction in research and/or service expectations with an increase in teaching load. This election must be made in accordance with Operating Papers, consultation with the Department Chair, and with the approval of the Dean, typically during the course scheduling period approximately one year before the affected courses begin. For Faculty who make this election, the maximum teaching load will be four courses each in Fall and in Spring. Evaluative standards specified in Operating Papers shall be adjusted to be consistent with the agreement made and should be in writing. Department Chairs shall advise associate professors about how reduced research or service productivity may affect prospects for promotion.
- i. If a tenured Faculty member whose performance in teaching, scholarship, and/or service is rated in an evaluation as “unsatisfactory” or the lowest of the rating levels of performance for the unit, then the Dean shall work with the Department to develop a performance improvement plan and a monitoring process for the individual. If the Faculty member fails to make the specified improvements, the Dean may take additional action, including assigning the Faculty member an additional course per semester. When a greater teaching load is assigned, the Dean shall specify in writing the conditions under which the Faculty member may return to a normative teaching load.
- j. No teaching, research, or service shall be required of Faculty during the period they are not on contract.

#### Section 9.02. Definition of Teaching.

Direct Teaching brings Faculty and students into direct instructional relationships. Direct Teaching includes, but is not limited to:

- classroom, laboratory, studios, clinics, workshops, seminars, rehearsals, practicums, individualized lessons, field work, independent study, independent research, directed readings, and/or online/distance instruction;
- teaching and preparing for courses with assigned credit and/or contact hours in the current academic term, including zero-credit courses;
- supervision of independent readings, research, other independent studies, theses and dissertations;
- supervision of internships, clinical experience, and/or student teaching;
- evaluation of student progress;
- holding office hours or conferencing with students; and
- answering student messages.

Indirect Teaching includes all activities closely related to degree-credit teaching but not included in “Direct Teaching.” Indirect Teaching includes, but is not limited to:

- supervision of others’ teaching (such as Non-tenure Track Faculty or Teaching Assistants);



- curriculum development;
- revision or redesign of an existing course;
- preparation of course outlines and/or syllabi;
- academic advisement and student mentoring, when applicable;
- instructional, laboratory, clinic, and/or studio materials procurement and maintenance;
- serving as a committee member for thesis, dissertation, or other capstone experience;
- efforts devoted to such academic unit-sponsored activities as research presentations or art, debate, drama, or music performances by students;
- and professional development related to teaching.

Section 9.03. Minimum Standards of Instruction.

- a. Faculty shall adhere to these minimum standards of instruction:
  - i. To inform students early in the term, by means of syllabi or other written statements, of planned course coverage, required readings, an approximate schedule of assignments, and the grading policy to be used, including a description of the relative weight to be assigned to different activities, and of attendance requirements, if any.
  - ii. To announce and adhere to a schedule of weekly office hours (minimally, 2 hours per course) which permits students to meet with the instructor, and to be available by appointment as needed. For online and blended courses, equivalent electronic communication and availability would meet the office hour requirement.
  - iii. To attend every class meeting as scheduled; to notify the Department Chair in advance, when possible, if class must be missed or canceled, and to provide appropriate alternative arrangements, which may be specified in College/School Operating Papers.
  - iv. To not reschedule regular class meeting times or class locations without the permission of the Dean, notification to the Registrar, and the consent of the students enrolled.
  - v. To not reschedule the posted final examination times, nor schedule a final examination for the course outside of the final exam period without the permission of the Dean and Provost.
  - vi. To provide timely and constructive feedback to students for assigned grades and other evaluated work, and to retain any unreturned student work for at least one term.
  - vii. To provide teaching and learning experiences that are free of favoritism, prejudice, discrimination, and harassment and meet the needs of diverse students.
  - viii. To remain abreast of new developments in the subject field and to incorporate this new knowledge in course instruction.

- ix. To assist in instructional support activities such as curriculum development, textbook selection, course revisions, and acquisition of publications and other library activities.
  - x. To not become involved in amorous or sexual relationships with any student for whom the instructor currently has any teaching responsibility, including counseling and advising, supervision of independent studies, research, theses, and dissertations.
- b. Faculty shall support efforts to retain and graduate students by providing student progress reports when prompted (e.g., Starfish alerts). Faculty shall support efforts to provide reasonable accommodations for students under the ADA by following the processes and procedures established by ACCESS.
  - c. Unless requested otherwise by the Faculty member, Faculty must have at least 12 hours off between the scheduled conclusion of their final teaching responsibility of one day and the scheduled start of their first teaching responsibility on the following day.

Section 9.04. Course Enrollment. The Dean, in coordination with the Office of the Provost, shall approve each department's decisions about (a) the classes to be offered for a given term, (b) the number of sections of each, (c) the size (maximum) of each course section, and (d) the class location and time. The Provost, Dean, and Department shall consider anticipated student needs, pedagogical needs, available teaching faculty, and available teaching space.

- a. Aggregated across all courses taught by Faculty in the bargaining unit at the University, at least 80% of course sections shall have enrollments at or lower than the following:
  - 100 level courses: 55
  - 200 level courses: 50
  - 300 level courses: 40
  - 400 level courses: 30
  - 500, 600, and 700 levels: 15
- b. The University shall provide the Association a report which shows the percentage of sections that exceed the enrollment caps, a listing of these courses along with those assigned to teach them.
- c. Arrangements for teaching load changes and/or teaching support, such as accommodations for course sections with greater than the above maximum enrollments, shall be articulated in Operating Papers.
- d. When either enrollment standards stipulated in official accreditation publications and/or equipment, safety or space limitations require lower enrollments, such standards shall be honored.
- e. Normative maximum enrollment in team-taught courses (e.g. Interdisciplinary Studies) shall be no higher than double the enrollment for non-team-taught courses of the same level.

Section 9.05. Faculty Teaching Workload. To calculate each Faculty member's teaching workload, the following procedures shall apply:

- a. When the number of credit hours for a course, as listed in the Undergraduate Catalog and/or Graduate Catalog, correspond to the number of contact hours for the course, that number of credits shall be applied to the Faculty member's teaching workload.
- b. When the number of credit hours for a course, as listed in the Undergraduate Catalog and/or Graduate Catalog, does not correspond to the number of contact hours for the course, a teaching workload equivalency shall be delineated in the unit's Operating Papers. Such Operating Papers shall honor accreditation standards published in official accreditation documents when applicable.
- c. Teaching assignments that require Faculty to observe or supervise students enrolled in an individualized study course with a course prefix and number shall be counted towards Faculty members' full-time teaching load pursuant to equivalencies established in Operating Papers. Individualized study courses may include internship, practicum, field experience, independent study, capstone, graduate thesis or final project, recital, and other similar courses.
- d. Student teaching and field supervision shall be counted toward Faculty members' full-time teaching load as specified in Operating Papers.
- e. Clinicals assigned to nursing Faculty members may be counted towards Faculty members' full-time teaching load as specified in Operating Papers.
- f. When Faculty are required to travel from their SIUE office to fulfill an off-campus teaching assignment, the College/School shall reimburse mileage at the standard rate for State employees.
- g. In circumstances approved by the Dean and Provost, Faculty members who design and teach new courses or create online/distance formats for existing courses can be compensated by three (3) credits applied to their teaching load or a stipend.
- h. For at least their first year, untenured faculty shall receive a one course reduction to facilitate new course preparation and the development of their scholarship program. The scheduling of this course release will be coordinated with the Department Chair and Dean.

#### Section 9.06. Assignment of Teaching Duties.

In making Faculty teaching assignment recommendations, student needs shall be the primary consideration. The parties support the principle that course assignments be consistent with the published values of the University, particularly excellence in teaching including, "High-quality learning within and beyond the classroom." The expertise of full-time tenure-track faculty is highly valued. In addition, the following items, which are not necessarily listed in priority order, shall be considered:

- i. the needs of the Department, College/School, or University;
- ii. the equitable distribution of workload within the Department and College/School;
- iii. the distribution of teaching, scholarship/creative activity, and service effort within an individual Faculty member's annual workload assignment;
- iv. the necessary scheduling constraints of the Faculty member's scholarship program;

- v. Faculty expertise, qualifications, interests, preferences, and developmental needs (including a Faculty member's interest in seeking tenure or promotion); and
  - vi. the character of the teaching assignment, including but not limited to timing, preparation requirements, and class size.
- b. Recommendations of teaching assignments are typically made by the Department Chair, in consultation with the Faculty member, subject to final approval by the Dean.
  - c. No Faculty member's teaching assignment shall be arbitrary or unreasonable.
  - d. The Department Chair shall not arbitrarily assign a Faculty member to a course outside of their field of expertise.
  - e. Courses that are germane to a particular field of study shall only be taught by those qualified to teach within the discipline.
  - f. To ensure that students in programs or specializations with low enrollment (as identified by the Dean) can progress to graduation, classes may be "banked" (i.e. – offered, but course load held for future credit) in a Faculty member's teaching load. A Faculty member shall receive credit for the course when either the course's minimum enrollment (see below) is met or the course is offered for the third semester, whichever happens sooner. Such banking requires consultation between the Faculty member and the Department Chair and is subject to Dean approval.

Minimum enrollments:

15 for 100- and 200-level courses

10 for 300- and 400-level courses

5 for 500- and higher-level courses

For team taught courses (e.g., IS courses), the minimum enrollment levels would be as follows:

30 for 100- and 200-level courses

20 for 300- and 400-level courses

10 for 500- and higher-level courses

- g. Classes may also be "stacked" (i.e.- multiple sections of similar, but different level courses offered concurrently) in a Faculty member's teaching load. Such arrangements require consultation between the Faculty member and the Department Chair and are subject to Dean approval.
- h. The University shall provide and maintain appropriate levels of Graduate Assistants, Teaching Assistants, student workers, or other compensated student assistance as assigned to Departments, Faculty, or to specific courses.
- i. Following the Dean's approval of the Department Chair's recommendation, a record of the expected teaching assignment shall be made available to the Faculty member. This record, subject to change, shall be provided prior to the end of the semester preceding the semester in which the courses will be taught.

Section 9.07. Overload Teaching Assignments. When deemed necessary by the Department Chair and approved by the Dean, Department Chairs may offer an additional course(s) over and above the normal course load. The parties support the principle that course assignments be consistent with the published values of the university, particularly excellence in teaching including, “High-quality learning within and beyond the classroom.” The expertise of full-time tenure-track faculty is highly valued. Overload course assignments offered to members of the bargaining unit shall be handled as follows:

- a. Typically, overload courses for untenured Faculty shall be avoided;
- b. Overload teaching assignments shall be offered equitably to Faculty members provided that a Faculty member who is deemed more qualified by the Department Chair and Dean to perform an overload assignment shall be given the right of first refusal;
- c. In any fiscal year, no Faculty member shall be assigned more than two overload courses, totaling six (6) credit hours or the equivalent number of contact hours, until all other qualified members of their Department have first been offered an opportunity for an overload;
- d. Overload course assignments shall be entered into by mutual written agreement (e.g., Job Change Request) between the Faculty member and the Department Chair and Dean;
- e. The University shall, if practicable, provide a Faculty member up to seven (7) calendar days to accept or reject the offer of an overload assignment.
- f. Compensation for overload instruction shall be as follows:
  - i. financial compensation not less than 70 percent of the Faculty member’s one-month base salary, with a minimum of \$5,000; or
  - ii. a mutually agreed upon reduction in the teaching assignment for the following academic semester or year;
  - iii. Financial compensation shall be pro-rated if the overload assignment is for less than the full duration of the class or not equal to a three-credit hour course.
- g. Information. On or before October 15, the University shall provide to the Association copies of all Faculty overload agreements for the previous year. The information may be provided in an electronic format.

Section 9.08. Scholarship and Creative Activity. Scholarship and creative activity includes, but is not limited to, publication in its many forms, grant writing, performances, presentations at academic and professional conferences, exhibits, and research. Scholarship/creative activity workload guidelines for Faculty are influenced by SIUE’s teacher-scholar tradition and are not rigid. Because each discipline has unique standards and output, each Department and/or College/School is responsible for setting assessment criteria and outcome expectations in compliance with the University’s normative scholarship expectations that Faculty engage actively in research, scholarship/creative activity which results periodically in products accessible to the larger community of scholars for review, comment or use. These assessment criteria shall be stipulated in Operating Papers.

Section 9.09. Service. The University shall not restrict or prohibit Faculty’s chosen service activities while ensuring that its service and accreditation needs are met.

- a. Normative service expectations for Faculty during the contract period include:
  - i. To provide leadership and service, with responsibility increasing commensurate with rank, to the Department, College/School and University in matters of curriculum and governance.
  - ii. To serve the larger community either through active involvement with the affairs of an individual's profession or by providing professional assistance to community groups. Service to the profession is typically provided through such activities as service on committees of professional organizations, reading submissions for journals, and service on editorial boards. Service to the community may consist of such activities as providing expert advice and/or technical assistance. Paid consultancies are not considered public service.
  - iii. To attend and participate in Departmental, College/School, and University faculty meetings and to participate in the governance of the Department, College/School, and University.
  - iv. To attend ceremonial or University-wide events such as Commencement, Honors Day, Preview SIUE, etc., on a shared basis.
  - v. To participate in external and internal reviews of the unit's programs by accrediting agencies or University bodies.
  - vi. To participate in the review of administrative personnel and candidates for promotion and tenure as provided by University, College/School, and Department policy, and this Agreement.
- b. Faculty are not expected to participate in service at every level. The quantity and quality of Faculty service shall be evaluated by criteria established in Operating Papers.
- c. In exceptional circumstances, if a Faculty member is committed to a service activity that requires an excessive time commitment, the Dean, Department Chair and Faculty member may agree to an adjustment in workload or appropriate compensation. Any adjustment agreed to between the Faculty member, Department Chair and Dean shall be in writing and considered as part of all evaluations, including annual, tenure, promotion, and awards.

Section 9.10. Annual Workload Assignments for Library Faculty. In addition to the foregoing contractual provisions, in making Faculty annual workload assignments, the Dean (or designee) shall consider the following factors:

- the need for the Library to maintain its service to the University community;
- the Faculty member's professional specialization, areas of responsibility, development needs, including their interest in seeking tenure and promotion;
- distribution of teaching/librarianship, scholarship/creative activity, and service assignment in an individual Faculty member's annual workload assignment; and
- equitable distribution of workload within the Library.

Library Faculty may accept responsibilities that 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. If the additional work exceeds 21 calendar days, compensation determined by the Dean shall be provided.

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, including percentage of total workload for duties assigned, for the following fiscal year. 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.

Section 9.11. Administrative/Service Overload Assignments. Faculty who accept assignments for additional administrative or service duties (not teaching) that takes the percent effort beyond 100 percent, may be compensated with administrative/service overload stipends and/or course releases pursuant to past practice. Examples of such duties have included directors of Faculty Development, URCA, and General Education.

**ARTICLE 10**  
**SUMMER TERM CONTRACTS AND WINTER SESSION ASSIGNMENTS AND SALARIES**

Section 10.01. General Provisions.

- a. Faculty represented by the FA receive course assignments on a nine-month academic year basis (with the exception of the Library faculty). Summer term and Winter session instructional course assignments are additional opportunities outside of the normal academic year contracts for Faculty to provide teaching for the University. As such, there can be no assurance or guarantee by the University of Summer term appointments or Winter session assignments for all Faculty.
- b. The University reserves the right to determine what courses and sections will be offered during the Summer term and Winter session. As in all academic scheduling, decisions on course offerings shall be made on the basis of student needs (e.g., graduation requirements, general education requirements, Departmental and major requirements, graduate student requirements, variety of course offerings). Department Chairs will consider Faculty member's expertise as well as Operating Paper guidelines to determine individual course/section assignments and will present a draft schedule to the Dean for consideration. Upon receipt of the draft schedule, the Dean will consult with the Department Chair and approve a final schedule.
- c. Typically, teaching assignments shall be offered to qualified tenure-line Faculty for first refusal before the Department or College/School engages part-time or non-tenure track positions to cover the courses in question.

Section 10.02. Summer Instructional Contracts.

- a. Any Summer term 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.
- b. Faculty teaching summer classes will be compensated at the equivalent of one month's salary for every three (3) credit hours taught.
- c. Summer Instructional Contracts will typically be offered no later than May 1 (April 15 for Maymester courses only).
- d. To minimize disruption to students and Faculty, the University shall not cancel Summer Term course sections if enrollment meets or exceeds these thresholds for courses taught by an individual faculty member:
  - 15 for 100- and 200-level courses
  - 10 for 300- and 400-level courses
  - 5 for 500- and higher-level courses

For team taught courses (e.g., IS courses), the minimum enrollment levels would be as follows:



30 for 100- and 200-level courses

20 for 300- and 400-level courses

10 for 500- and higher-level courses

During the registration period, the University and Faculty shall monitor course enrollments, and the Dean's office shall coordinate with Department Chairs to identify under enrolled course sections. In the event minimum enrollment has not been met by two (2) weeks before the start date of the course, the University may cancel the Summer course offering. However, to ensure student needs are met, failure to meet minimum enrollment for a course shall not automatically result in cancellation of the course. Extenuating circumstances (e.g., graduation requirements) shall be considered in order to avoid cancellation of a class.

#### Section 10.03. Winter Session Instructional Assignments.

- a. Any Winter session assignment 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.
- b. Faculty teaching Winter session classes will be compensated at the equivalent of 70 percent of one month's salary for every three (3) credit hours taught. The compensation shall not be less than \$5,000 for a 3-credit hour course.
- c. Faculty may only be assigned one course section per Winter session. While exceedingly rare, exceptions may only be granted with approval from the Dean and Provost.
- d. Winter session instructional assignments are typically offered no later than December 1.
- e. To minimize disruption to students and Faculty, the University shall not cancel Winter session course sections if enrollment meets or exceeds 10 students, or 20 students in team taught sections. In the event minimum enrollment has not been met one week before the start date of the course, the University may cancel the Winter session course offering. However, to ensure student needs are met, failure to meet minimum enrollment for a course shall not automatically result in cancellation of the course. Extenuating circumstances (e.g., graduation requirements) shall be considered in order to avoid cancellation of a class.

**ARTICLE 11**  
**DEPARTMENT CHAIRS**

Section 11.01. Selection and Evaluation of Department Chair.

- a. Chairs shall serve a 3-year term, normally limited to two (2) consecutive terms.
  - i. Additional consecutive terms may be served with the recommendation of a majority of Department Faculty, and upon the approval of the Dean.
- b. Typically, the Chair is a tenured member of the department faculty. In special circumstances, tenure-track assistant professors may serve as Chair only with the recommendation of the majority of the department's tenured/tenure-track faculty, the approval of the Dean, and the Provost. In such cases, the College/School and Department must submit a plan for managing Promotion and Tenure for the untenured Chair. In other special circumstances, it may become necessary for an external, tenured faculty member to be appointed as Department Chair. In this instance, the Dean must work with the Provost and follow policies/procedures in Operating Papers in making the appointment.
- c. No Faculty member shall be involuntarily appointed as Chair.
- d. A Chair shall be selected by the Departmental Faculty and the name submitted to the Dean for approval based on a process codified in Operating Papers.
- e. In the event that the Chair of the Department is absent from the office for a full week, an Acting Chair shall be designated based on the procedures provided in the Department's operating papers.
- f. An annual review of the administrative performance of each Department Chair is the responsibility of the Dean and the Department Faculty. The Dean shall conduct the review and shall solicit the opinion of the Department faculty following College/School policy. The purpose of an annual review is to identify areas of strength and areas in which improvements in their chair function can occur. This administrative performance review may occur concurrently with other evaluations of the individual, such as annual faculty evaluation.
- g. The Department Faculty, in accordance with procedures outlined in Operating Papers, may request that the Dean remove the Chair. A Department Chair may also be relieved of their duties by the Dean for a clearly stated purpose.
- h. In the event that the position of Chair of a Department becomes vacant, the Dean, in consultation with the faculty of the Department, shall appoint an Interim Chair. If less than one year of the Chair's term remains, the Interim Chair who is appointed shall serve until the expiration of the original term. If more than one year of the term remains, the Interim Chair who is appointed shall serve until the end of the current fiscal year. During the interim period a new Chair shall be selected with a full term of office to commence at the beginning of the new fiscal year. If the period of absence is extended, but the Chair will return following the absence, then the Dean may appoint an Interim Chair for the specified period.

- i. Where there is mutual agreement between the Chair and the Dean as to the need for an Assistant Department Chair(s), the assistant(s) shall be selected following procedures in the Operating Papers and appointed by the Dean.

#### Section 11.02. Duties of the Department Chair.

The duties and responsibilities of a Department Chair include, but are not limited to, the following:

- a. Strives to ensure that the Department fulfills the mission of the University and the College/School and to enhance student learning. The Chair is responsible for weighing and balancing the interests of students, faculty, programs, staff and the well-being of the Department, College/School, and University;
- b. Exercises educational leadership, strives for student centeredness, identifies consensus, makes decisions in accordance with Department, College/School and University policy and procedures, and sees that decisions and duties are executed in a timely manner;
- c. Strives to ensure that the provisions of all Operating Papers, and University policies, and curricular standards (including those of relevant accrediting bodies) are followed;
- d. Represents the Department before the administration and in all matters which the Department Faculty deem appropriate;
- e. Ensures that the Department fulfills governance duties (committees, councils, etc.) by making appointments and administering elections;
- f. Serves as an advisor to the Dean as outlined in College/School operating papers and policies;
- g. Develops and implements, in concert with Department Faculty, long-range department plans, programs and goals in alignment with the College/Schools and the University's Strategic Plan; and facilitates fundraising activities of the Department in concert with the Dean and Foundation, when appropriate;
- h. Represents the Department in the recruitment of a diverse and inclusive faculty, staff and student body, and works to create the conditions for equity and excellence;
- i. Recommends to the Dean appointment of new tenure-track faculty after consultation with members of the Department and in accordance with Operating Papers;
- j. Evaluates faculty and makes recommendations (e.g., salary, promotion, tenure, and sabbatical leave, etc.) in accordance with Department, College/School and University policy and this Agreement;
- k. Evaluates non-tenure track faculty and staff in accordance with University policy and procedures, as well as applicable labor agreements, and provides formative feedback, mentoring and support;
- l. Prepares academic schedules and faculty work-load assignments in accordance with Operating Papers, University policy and this Agreement;
- m. Prepares budget requests and administers the Department budget (if applicable);
- n. Maintains the records of the Department in accordance with University policy, and ensures that Departmental or program reporting requirements (e.g., State, SIU system,

University and accrediting bodies) are completed in a timely fashion, when the role is appropriate;

- o. Identifies and recommends resource requests to the Dean and to Academic Affairs;
- p. Regularly informs Department members about policies, programs, new initiatives, and decisions that affect the operation of the Department;
- q. Ensures that probationary faculty have opportunities for mentorship in the areas of teaching, scholarship, and service;
- r. Participates in professional development activities focused on Department Chair responsibilities;
- s. Provides leadership and mentoring in resolving personnel issues among faculty colleagues, and acts to informally resolve disagreements between faculty and students;
- t. In the case of formal student grievances against a faculty member, the Department Chair shall serve as the hearing officer and render a decision regarding the complaint pursuant to the University Student Grievance Code. Such a decision does not constitute discipline. If the Chair does not find in favor of the student, no further action by the Chair is required; if the Chair finds in favor of the student the Chair shall forward the findings to the Dean;
- u. Chairs are expected to make independent (from the department Faculty) recommendations on all departmental Faculty appointments, re-appointments, tenure and promotions; leaves of absence; sabbatical applications; travel authorizations; and other relevant departmental personnel functions;
- v. In all phases of Department affairs, the Chair should be sensitive to Department Faculty sentiment; if the Chair's independent decision differs from Department Faculty sentiment, such difference shall be clearly stated;
- w. Assumes additional responsibilities as indicated by Operating Papers;
- x. Facilitates the regular assessment of the Department's courses and programs;
- y. Assesses enrollment and retention rates of departmental courses and programs and facilitates changes when needed;
- z. Facilitates the Department's participation in General Education and in other programs served by the department faculty.

#### Section 11.03. Salary and Compensation for Department Chairs.

- a. Subject to the approval of the Dean, Department Chairs may be assigned an 11 or 12-month contract. For each full month of service as Chair, a Faculty member shall receive a full month's salary, and shall receive at least a one course reduction in teaching for Fall and at least a one course reduction for Spring from normative levels. Additional resources in the form of an Assistant Chair, additional course releases, or compensation are possible when approved by the Dean, in consultation with the Provost. Requests for additional compensation must be justified and cannot be uniformly applied across a College/School. All Department Chairs shall accrue vacation time.
- b. Base pay adjustments shall be made in compliance with the provisions of this Agreement.

- c. Interim Chairs shall be compensated similarly, although on a pro-rated basis based on length of service.
- d. Acting Chairs shall be compensated through a stipend for service beyond twenty-five consecutive working days.
- e. Assistant Department Chairs will minimally receive one 3-credit hour course reduction in teaching load per academic year. Additional compensation may be approved by the Dean based on the duties assigned to the Assistant Chair and such compensation may be modified as circumstances change.

Section 11.04. Chairs Returning to Faculty Role.

- a. Upon completion of their term(s) as Department Chair, the Faculty member will relinquish the course releases and all other considerations related to the Chair assignment and return to a 9-month academic appointment and its associated normative workload as specified in this Agreement and Operating Papers.
- b. Recognizing that performing the duties of the Chair could limit progress on scholarship plans, the Faculty member shall be allowed one academic year to meet the Department's normative outcome expectations for scholarship.

## ARTICLE 12 FACULTY SALARIES

Section 12.01. Salaries for Fiscal Year 19 (FY19). The base salaries of Faculty for FY19 shall be adjusted as follows:

- a. General Salary Increase. The Faculty received a general salary increase of one (1) percent on July 1, 2018. This increase constitutes the full general salary increase for Faculty in FY19.
- b. Salary Adjustments for Faculty in the Bargaining Unit.

For Assistant Professors covered by the Agreement, the University shall make a one-time adjustment with recurring funds to Faculty salaries to ensure that base salaries are not below \$50,000 (Fifty-thousand dollars). These adjustments shall be retroactive to July 1, 2018.

For Associate Professors covered by the Agreement, the University shall make a one-time adjustment with recurring funds to Faculty salaries to ensure that base salaries are not below \$60,000 (Sixty-thousand dollars). These adjustments shall be retroactive to July 1, 2018.

For Professors covered by the Agreement, the University shall make a one-time adjustment with recurring funds to Faculty salaries to ensure that base salaries are not below \$70,000 (Seventy-thousand dollars). These adjustments shall be retroactive to July 1, 2018.

Section 12.02. Salaries for Fiscal Year 20 (FY20). The base salaries of Faculty for FY20 shall be adjusted as follows:

- a. General Salary Increase. The Faculty shall receive a general salary increase of 2.75% (two and three-quarters percent) on July 1, 2019. Or, the base salaries of the Faculty shall be adjusted by the same increment given to the unrepresented employees, whichever is greater.
- b. Salary Equity Study and Distribution. During FY20, the University will conduct an equity study by rank and discipline in an effort to ensure that Faculty salaries make continued and incremental progress towards equity with the median salaries of peers in a suitable comparison group drawn from The National Faculty Salary Survey by Discipline and Rank of Four-Year Colleges and Universities (CUPA) database. The initial list of a comparison group will take the following into consideration: Basic Carnegie classification, program inventory, and specialized accreditations (e.g., AACSB, ABET). The comparison group will have at its core the 4-year public institutions drawn from Carnegie's "Doctoral/Professional" institutions (SIUE's current basic Carnegie

classification) and will be supplemented by institutions drawn from Carnegie's Master's Colleges and Universities—Larger Programs classification. Prior to the finalization of the comparison group, the University will confer with the Faculty Association to identify a mutually agreeable set of institutions to be included in the comparison group. In the event that mutual agreement is not achieved, both parties recognize that the University reserves the right to make the final decision.

The mean salary of each campus rank/discipline group will be compared to the median salary of the comparison group rank/discipline. If the mean rank/discipline salary is below that of the comparison group salary median, the cost to bring the group to the median will be calculated. If a rank/discipline is not available in the comparison group, the median salary used for comparison will be a rank/discipline median drawn from a CUPA data subset that is mutually agreed between the FA and the University. In the event that mutual agreement is not achieved, both parties recognize that the University reserves the right to make the final decision. Available funds will be applied to bring those groups furthest from the median (greatest disparity) to a consistent percentage of the median, with a goal of 100% of the median.

The University will invest an amount equal to \$600,000 (Six hundred thousand dollars) for this equity study and adjustment. In order to preserve the impact of past merit increase and time in rank, the relative positions of the individual faculty members' salaries within the group (discipline/rank) shall be maintained as the group's average salaries are moved toward the median.

Prior to implementation, the University will meet and confer with Faculty Association representatives to discuss the methodology and results of the study. At this time, the FA representatives shall have the opportunity to provide feedback and recommend changes.

Section 12.03. Salaries for Fiscal Year 21 (FY21). The base salaries of Faculty for FY 21 shall be adjusted as follows:

- a. General Salary Increase. The Faculty shall receive a general salary increase of 2.75% (two and three-quarters percent) on July 1, 2020. Or, the base salaries of the Faculty shall be adjusted by the same increment given to the unrepresented employees, whichever is greater.
- b. Salary Compression Adjustment. Salary compression refers to instances within a single rank (Associate Professor or Professor) in which previously tenured Faculty members who have reasonably equivalent merit ratings have salaries that are lower than other tenured Faculty members in their departments who were promoted more recently, assuming the same qualifications and expertise.

The University shall commit resources equal to \$350,000 (three hundred fifty-thousand dollars) to adjust pay to the extent funding is available for individuals in the bargaining unit who experienced salary compression.

Prior to implementation, the University will meet and confer with FA representatives to discuss priorities and planned allocation of compression adjustment dollars. At this time,

the FA representatives shall have the opportunity to provide feedback and recommend changes.

Final determinations for the eligibility and funding distributions of compression adjustments will be concluded by June 30, 2020, for FY21 implementation. The approval of or failure to approve an individual compression increase under this section shall not be subject to the Grievance procedure in this Agreement.

Section 12.04. Salaries for Fiscal Year 22 (FY22). The base salaries of Faculty for FY22 shall be adjusted as follows:

- a. General Salary Increases. The Faculty shall receive a general salary increase of 2.0% (two percent) on July 1, 2021. Or, the Faculty shall have their salaries adjusted by the same increment provided to the unrepresented, whichever is greater.
- b. Salary Equity Study and Distribution. During FY22, the University will conduct an equity study by rank and discipline in an effort to ensure that Faculty salaries make continued and incremental progress towards equity with the median salaries of peers in a suitable comparison group drawn from The National Faculty Salary Survey by Discipline and Rank of Four-Year Colleges and Universities (CUPA) database. The initial list of a comparison group will take the following into consideration: Basic Carnegie classification, program inventory, and specialized accreditations (e.g., AACSB, ABET). The comparison group will have at its core the 4-year public institutions drawn from Carnegie's "Doctoral/Professional" institutions (SIUE's current basic Carnegie classification) and will be supplemented by institutions drawn from Carnegie's Master's Colleges and Universities—Larger Programs classification. Prior to the finalization of the comparison group, the University will confer with the Faculty Association to identify a mutually agreeable set of institutions to be included in the comparison group. In the event that mutual agreement is not achieved, both parties recognize that the University reserves the right to make the final decision.

The mean salary of each campus rank/discipline group will be compared to the median salary of the comparison group rank/discipline. If the mean rank/discipline salary is below that of the comparison group salary median, the cost to bring the group to the median will be calculated. If a rank/discipline is not available in the comparison group, the median salary used for comparison will be a rank/discipline median drawn from a CUPA data subset that is mutually agreed between the FA and the University. In the event that mutual agreement is not achieved, both parties recognize that the University reserves the right to make the final decision. Available funds will be applied to bring those groups furthest from the median (greatest disparity) to a consistent percentage of the median, with a goal of 100% of the median.

The University will invest an amount equal to \$600,000 (Six hundred thousand dollars) for this equity study and adjustment. In order to preserve the impact of past merit increase and time in rank, the relative positions of the individual faculty members' salaries within



the group (discipline/rank) shall be maintained as the group's average salaries are moved toward the median.

Prior to implementation, the University will meet and confer with Faculty Association representatives to discuss the methodology and results of the study. At this time, the FA representatives shall have the opportunity to provide feedback and recommend changes.

#### Section 12.05. Distribution of General Salary Increases.

- a. General Salary Increases shall be distributed to individual Faculty members who were employed as of April 1 of the previous fiscal year and who are still continuously employed as of July 1 of the year that increases are effective.
- b. This distribution shall be made in proportion to the base salaries of these Faculty members on last day of the previous fiscal year (June 30).
- c. The first two percent of any General Salary Increase shall be distributed as a standard increment, with the remainder of any increase being distributed according to merit.
- d. The effective date of General Salary Increases shall be July 1, even if such salary adjustments are not actually implemented until later in a given fiscal year.

#### Section 12.06. Promotional Raises. Beginning with Faculty whose promotion shall become effective in FY20 and for the duration of this Agreement, the Board shall increase a Faculty member's base monthly salary for a promotion in academic rank as follows:

- a. Promotion from Assistant Professor to Associate Professor with tenure will receive 11% (eleven percent) of the median salary of the faculty members at the rank in the unit from which the candidate is promoted.
- b. Promotion from Associate Professor to Professor will receive 11% (eleven percent) of the median salary of the faculty at the rank in the unit from which the candidate is promoted.
- c. The increase shall be based upon salaries in effect at the beginning of the academic year in which the promotion decision is made. The effective date of such promotional increases shall be at the beginning of the fiscal year following the fiscal year in which the promotion decisions were made.

#### Section 12.07. Initial Salary Offer. Notwithstanding any other provision of this Agreement, the University retains the right to make initial salary offers to prospective Faculty members during the term of this Agreement in order to attract qualified faculty.

- a. Offer Letter and Supporting Documents
  - i. Any offer letter for a continuing appointment issued to a candidate for a tenure-line position must be approved by the Provost or designee and shall include at least the following:
    1. The new Faculty member's initial rank;
    2. The initial monthly salary;

3. The anticipated assignment and workload for the first year of employment; and
  4. The probationary period for tenure.
- ii. The initial offer letter shall include details of startup funds and laboratory/studio space, if applicable.
  - iii. A copy of the approved College/School and Department Operating Papers shall be provided along with the initial offer.
  - iv. If the faculty member has a joint appointment, details regarding that appointment including percentage of assignment, tenure home or homes, and evaluation responsibility (annual evaluation and tenure/promotion) shall be clearly indicated in the offer letter.
- b. Minimum Salaries. Effective July 1, 2019, the following minimum salaries shall apply:
    - i. Base salaries for new hires shall be no less than \$50,000 (Fifty-thousand dollars).

Section 12.08. Counteroffers. Notwithstanding any other provision of this Agreement, the University retains the right to make and implement counteroffers to individual Faculty during the term of this Agreement. Counteroffer negotiations will only take place if a Faculty member presents a written offer with salary and other offer details from another institution.

In the event a counteroffer is made to the Faculty member by the University 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 University.

On or before July 15 of each fiscal year, the Association President will be given a report that sets forth the names of all Faculty members who have requested counteroffers in the previous fiscal year and results of the requests.

The approval of or failure to approve an increase under this section shall not be subject to the Grievance Procedure in this Agreement.

Section 12.09. Salary of Faculty Members Returning to the Bargaining Unit.

An employee holding a tenure rank and serving in an administrative position on a fiscal year basis is subject to reassignment to an academic year appointment for teaching, research, or service duties within the University in the fiscal year following the period covered by the current notice of appointment, or during the current fiscal year if the reassignment is for cause. In cases of reassignment from the administrative position, either by request of the tenured faculty member or by administrative action, the following guidelines will pertain:

1. The monthly salary rate to be effective will be recommended by the appropriate administrative officers after consultation with the individual to be reassigned. The recommendation is subject to approval of the Chancellor and, as appropriate, to ratification by the President and/or the Board of Trustees.

2. In determining the amount of the monthly salary, the following will be considered:

- a. The nature of the reassignment position.
- b. The individual's experience, academic qualifications, service to the University, and similar factors.
- c. The salary range within the University for the academic rank within the school or unit to which reassignment is made. (Little or no change in monthly salary is anticipated if the monthly salary is within the range for persons of the same experience, length of service and academic rank within the University.)

Section 12.10. Compensation of Faculty Members with Responsibilities as Program Directors.

Since work requirements of Program Directors vary by program, Deans may provide Faculty holding such positions additional compensation and/or course releases for the responsibilities and time spent outside the Faculty member's 9-month contract.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

To apply for any leave, paid or unpaid, an employee should contact the Benefits Department to request forms, inquire about the process and additional information and documentation requirements. The employee may be required to provide advance leave notice and medical certification. Leave may be denied if requirements are not met. Leave may result in changes to the cost and/or the provision of health insurance and other benefits, so Faculty contemplating any leave should consult with the Office of Human Resources to be fully informed.

Section 13.01 Sick Leave. Southern Illinois University Edwardsville shall provide for annual (non-accruable/accruable) sick leave as follows:

- a. Faculty members will be eligible for sick leave in accordance with the following:
  - i. Accruable sick leave will be granted to Faculty Members on the first day of full-time academic or fiscal year continuing appointment at the rate of 7.2 work days (the equivalent of 10 calendar days) per year;
  - ii. Should a Faculty member have a summer contract, accruable sick leave is credited at the same rate as in item i., above.
  - iii. Faculty members on a continuing or regular appointment of less than 100 percent will earn sick leave prorated to their appointment percentage.
  - iv. Faculty members who are hired mid-year will earn accruable sick leave adjusted to their length of contract at 2 1/12 days per month. This includes fiscal appointments that are effective after July 1 and academic appointments that are effective after August 16 of a year.
  - v. At the end of a fiscal year, any accrued but unused accruable sick leave will carry over to the following fiscal year. There is no limit to the amount of accruable sick leave an eligible Faculty Member may earn and carry over.
  - vi. Non-accruable sick leave will be granted to Faculty Members on full-time academic or fiscal year appointment at the rate of 43 work days (the equivalent of 60 calendar days) per year.
  - vii. Faculty Members on a continuing appointment of less than 100 percent will earn non-accruable sick leave prorated to their appointment percentage.
  - viii. Faculty Members who are hired mid-year will earn non-accruable sick leave adjusted to their length of contract (3.5834 days per month will be earned for a fiscal year Faculty Member and 4.7778 days per month will be earned for an academic year Faculty Member for the hiring year). This includes fiscal appointments that are effective after July 1 and academic appointments that are effective after August 16 of a year.
  - ix. Non-accruable sick leave that is unused will not carry over to the following fiscal year.

- x. Sick leave may be used for illness and injuries for immediate family members other than those in the households of employees when such leave is approved under the Family Medical Leave Act.
- b. One half of the employee's non-accruable sick time may be used for absences due to an illness, injury, or medical appointment of the employee's spouse, same sex domestic partner as recognized by the State of Illinois, civil union partner, children, parents, step-parent, brothers, sisters, grandparents, grandchildren and corresponding in-laws for those not living within the household. Accrued balances of sick leave are referred to by the following types:
  - i. Sick leave earned before January 1, 1984 (pre - 1984);
  - ii. Sick leave earned from January 1, 1984 until December 31, 1997;
  - iii. Sick leave earned after January 1, 1998 to present.
- c. Sick leave for eligible Faculty members will be used in the following order:
  - i. non-accruable sick leave for the current year (43 days);
  - ii. sick leave earned and unused before January 1, 1984;
  - iii. sick leave earned and unused after January 1, 1998;
  - iv. sick leave earned and unused from January 1, 1984 through December 31, 1997.
- d. Holidays recognized by the University will not be included as sick leave.
- e. Weekends are not charged unless they are a part of a scheduled work assignment and sick leave is utilized.
- f. Sick leave will be transferable within the Southern Illinois University System.
- g. All records of annual and extended sick leave benefits shall be maintained in the office of the fiscal officer with annual reports calculated as of June 30 each year forwarded through appropriate channels to the office of University Personnel Services.
- h. In accordance with Public Act 83-976, Faculty members of Southern Illinois University Edwardsville shall be eligible upon termination of employment for any reason (resignation, retirement, etc.) for payment of one-half of unused, unpaid sick leave earned and accrued after January 1, 1984 through December 31, 1997. In the event of death, such payment will be payable to the estate of a deceased Faculty Member.

Section 13.02. Vacation.

- a. Faculty Members on fiscal appointments will be eligible for vacation benefits.
  - i. Vacation for Faculty Members on fiscal appointments shall be granted at a rate of 2-1/12 days (2.083 days) per month of service, or 25 work days per year.
  - ii. A Faculty Member may accrue up to two years' vacation credit (50 work days), but no additional accumulation will be credited to their account if a two-year maximum is maintained.
  - iii. Holidays recognized by the University are not chargeable against vacation.

- iv. Part-time fiscal appointments shall earn and accrue vacation in accordance with the proportionate rate of the contract.
- b. A Faculty Member whose appointment qualifies for vacation benefits shall continue to earn vacation credit while on a paid leave, including vacation leave.
- c. Persons employed under an arrangement wherein an external grant provides the salary shall be entitled to vacation benefits if salary funds are channeled through University payroll facilities. Provisions for vacation shall be incorporated in external grant arrangements according to which salaries are paid. Employees whose salaries are funded solely by an external grant may not carry over unused vacation from one grant period to the next.
- d. Lump sum payment of accrued unused vacation within the approved limits will be made to the Faculty Member at the time of termination. In the event of death, such payment will be payable to the estate of the deceased employee.
- e. Vacation accrual balances are limited to two years of accrued and unused vacation leave time. Employees will continue to accrue vacation if they have reached the amount of vacation they could accrue in a two-year period at their current rate of accrual up to June 30 of each year. Vacation records are reviewed on June 30 of each year to ensure that employees do not exceed this limitation. Excess vacation leave time beyond the two-year accrual shall not be carried forward beyond June 30 and cannot be used.
- f. Vacation leave shall typically be scheduled per University policy in advance with an employee's department and will be approved by their Dean depending upon the operational needs of the department. The Dean shall not typically impede a vacation request as long as it does not interfere with assigned teaching duties.
- g. Employees who are scheduled for vacation during University closure due to inclement weather or other emergency situations must use vacation during the closure period.

#### Section 13.03. Temporary Leaves with Pay.

- a. Temporary leaves with pay may be allowed for several reasons, including but not limited to, illness of immediate family members, funeral leaves, jury duty, and military leaves.
- b. Time used as temporary leave with pay shall not exceed two weeks (10 working days) during any fiscal year except for jury duty and court actions that exceed two weeks. In rare circumstances, additional time off may be approved. Approval for all temporary leaves with pay shall be requested by the Faculty member and processed as soon as possible from the Benefits Department in the Office of Human Resources. The Benefits Department will notify the Faculty member, Chair, and Dean regarding the approval or non-approval of the request for leave. Upon notification of the approval of leave, the Dean shall make provisions for the continuation of assigned work during the absence wherever possible.
- c. The following definitions shall apply to requests for temporary leave with pay:
  - i. Emergency Leave - for care of critically ill, injured, or hospitalized members of the employee's immediate family.

- ii. Bereavement Leave - for bereavement of immediate members of the Faculty Member's family.
- iii. Jury Duty - a leave of absence without loss of pay will be granted for time actually spent on jury duty.
- iv. Birth or adoption – a paid absence from work for parents with a newborn or newly adopted child.
- v. Military Leave – temporary duties not to exceed two weeks (ten working days).

Section 13.04. Court Actions. A faculty member who is summoned by subpoena to appear in a court action or other state or federal agency hearing or proceeding shall be permitted to be absent without loss of pay and without charge against any leave, provided they are not a paid witness. If payment other than travel expense is received for services as a witness, then such absence shall be charged against vacation leave, or the Faculty Member may be granted a leave of absence without pay if there is insufficient vacation leave to cover such absence.

Section 13.05. Military Leave.

Faculty members are afforded pay, benefit and job reinstatement rights in accordance with:

- The Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335);
- The Illinois Service Members Employment and Reemployment Rights Act (330 ILCS 61); and
- The Illinois Family Leave Act (820 ILCS 151).

Section 13.06. Leave Options Under the Family Medical Leave Act (FMLA).

The Family and Medical Leave Act (FMLA) helps employees balance the demands of work and family while caring for their own and their families' medical problems, without risking their jobs.

FMLA provides employees with 12 weeks unpaid leave (accrued benefits may be used to remain in paid status) for each consecutive 12-month period for which eligibility criteria have been met for the following events:

- An employee's own serious health condition (including conditions related to pregnancy and childbirth).
- The birth and care of the employee's newborn child (leave must be completed within 12 months of the date of birth).
- Placement of a child with the employee for adoption or foster care (leave must be completed within 12 months of the date of placement).
- The serious health condition of the employee's child, parent, spouse or Civil Union partner, requiring the employee's participation in the care.

- Any qualifying need arising out of the fact that the employee's spouse/partner, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

FMLA also provides up to 26 weeks unpaid leave (accrued benefits may be used to remain in paid status) during a single 12-month period for which eligibility criteria have been met for the following event:

- To care for a covered service member with a serious injury or illness if the employee is the spouse/partner, son, daughter, parent or next of kin of the service member.

### **Eligibility**

To be eligible for FMLA leave, an employee must have:

- Been employed by the University for at least 12 months (consecutive or non-consecutive).
- Worked at least 1,250 hours\* during the 12-month period preceding the date FMLA leave commences.

An employee meeting the above requirement is eligible for a maximum of 12 weeks of unpaid leave.

\*The 1,250 hours requirement is counted only for hours actually worked and does not count hours spent on vacation, sick and personal leave, etc. However, under the federal Uniformed Services Employment and Reemployment Rights Act, employees called to active (or National Guard) duties are entitled, upon their return to employment, to all the benefits of employment that they would have obtained if they had been continuously employed.

### **Reasons for Taking Leave**

Unpaid leave may be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, registered same sex domestic partner, son or daughter, or parent, who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee's job.

Eligible employees may take up to 26 weeks of unpaid leave during one 12-month period for the employee to care for a spouse, child or parent who is a service member undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness.

Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for "any qualifying exigency" when the employee's spouse, child or parent is on active duty or is



notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard in support of a "contingency operation").

Certain kinds of paid leave may be substituted for unpaid leave during FMLA leave since paid leave and FMLA leave are separate, but concurrent, leaves.

If the FMLA request is for the employee's own illness, all available sick leave must be used prior to leave without pay; vacation may be used at the employee's discretion.

For maternity and paternity leave, sick time may be used for the birth, care, and bonding during the 12-month period following the birth or placement of a child for adoption or foster care. Vacation time may also be used to remain in pay status.

Paid sick leave used to care for the family member will be determined by the University policy or the applicable collective bargaining agreement.

The employee's health, dental, vision and life insurance will remain in effect during the approved 12-week FMLA period and premiums will continue to be deducted from the paycheck. Should the employee exhaust their paid time and be removed from the payroll, Central Management Services (CMS) will bill the employee for the same amount that was being deducted from their check for the approved 12-week period.

Availing of FMLA or any other leave provisions shall not be considered in a negative manner for evaluative, promotion and tenure decisions, nor applications for campus positions. Scholarly products or creative activities from leaves of absence(s) may be considered to improve a Faculty member's application.

Faculty members seeking leave to care for someone else are directed to first exhaust the options offered under FMLA. However, if FMLA leave is not available, or FMLA benefits have been exhausted, or the event is not a qualifying event under FMLA rules, Faculty members who meet the eligibility requirements and face a qualifying event should refer to Section 13.07 for additional leave options.

#### Section 13.07. Parental, Family, Extended Leave, Differentiated Workload, Modified Duties

The options in this section are designed specifically to assist faculty members as they care for persons other than themselves beyond the time frame and eligibility requirements established by FMLA. Faculty become eligible to apply for the benefits outlined in this section after completing 12 months of continuous employment or one academic year. A faculty member may take:

- up to one year of leave without pay;
- one semester of differentiated duties; or
- two consecutive semesters of reduced teaching, research, or service responsibilities due to modified duties at any single time.

In no case, shall a combination of leaves under this section exceed two consecutive years.

For leaves described in this section, Faculty members may use accruable and non-accruable sick leave to cover the leave period, or a portion thereof. If the Faculty member has vacation time available, they may also use that time during this period. If the faculty member does not have any accrued paid time available, then the leaves in this section shall be unpaid.

Faculty members still in their probationary period who elect to take Parental Leave, Family Leave, or Extended Leave have the option to suspend the probationary period for tenure review by a one-year increment. If a Faculty member chooses this option, the process and decision must be initiated in accord with Article 15.04C of this Agreement. An approved suspension of the tenure clock shall not disadvantage a Faculty member in the promotion and tenure process.

Leaves and modified duties may result in changes to the cost and/or the provision of health insurance and other benefits, so Faculty contemplating these options should consult with the Office of Human Resources to be fully informed.

After taking their leave, Faculty members are required to return to the University, with their full responsibilities, for a minimum of the time taken under this provision, including all derivations listed above, before becoming eligible for any additional leave.

Leaves under this section are administered and approved by the Provost or designee in consultation with the respective Dean and Benefits Manager or designee.

Types of Leave:

a. Types of Leave Defined:

- i. Parental Leave: Faculty members may be eligible for up to 12 weeks of Parental Leave in the case of birth or qualifying adoption. In situations where the Faculty member has less than 12 weeks of FMLA leave remaining, Parental Leave will be used to supplement FMLA leave such that faculty members receive up to 12 weeks of leave even if they have no remaining FMLA eligibility. In no circumstances may the combination of FMLA and Parental Leave taken for a newborn child or qualifying adoption exceed 12 weeks for a given event.
- ii. Family Leave: Faculty may be eligible for Family Leave if any of the following life events occur: Family member for whom the faculty member has primary caregiving responsibilities experiences a serious physical or mental health condition that is not covered pursuant to FMLA OR the faculty member experiences a non-qualifying adoption, foster care placement, or obtains legal guardianship of a child not covered pursuant to FMLA.
  1. Within a given semester, faculty on nine-month appointments may request a leave up to a maximum of sixteen weeks, and may use any amount or all of their available non-accruable or accrued sick leave and/or vacation days to make the leave a paid leave. Faculty on twelve-month appointments may request a leave up to six months, and may use available non-accruable or accrued sick leave and/or vacation days to make the leave paid.
  2. If the available paid leave is not enough to cover the requested period of Family Leave, then the Faculty member may continue the Family Leave for the remainder of the period (sixteen weeks within a semester

for faculty on nine-month appointments; six months for faculty on twelve-month appointments) without pay.

- iii. Extended Leave: If the leave options under this Article have been exhausted or a faculty member faces a situation not covered pursuant to FMLA or Family Leave (described above), a faculty member who needs to care for a family member may request an Extended Leave. Extended Leave is unpaid leave, and the circumstances requiring such a leave shall be evaluated on a case-by-case basis.
- iv. Differentiated Workload: If a faculty member has exhausted or is not eligible for FMLA leave and does not wish to pursue or was not approved for Family Leave/Extended Leave as discussed above, the faculty member may apply for a Differentiated Workload to help provide temporary flexibility while caring for a family member. Differentiated workloads redistribute the faculty member's time and effort; specifically, it accounts for a course reduction with the associated effort shifted elsewhere. Redistributed workloads must still account for 100% of the faculty member's assigned time.
  1. Faculty members shall be allowed to shift their efforts from one course (maximum of 20 percent effort) to a defined research or service activity that will replace the course release, while remaining at 100 percent effort.
  2. The maximum duration of a differentiated workload assignment will be for a single semester. Faculty who have applied for and received Differentiated Workloads will be ineligible to reapply for a period of three calendar years.
  3. Promotion and Tenure: If necessary, the Faculty member should consider applying for a suspension of the tenure clock (see Article 15.04C). An approved suspension of the tenure clock shall not disadvantage the Faculty member in the promotion and tenure process.
- v. Modified Duties: If a Faculty member has exhausted or is not eligible for FMLA leave and does not wish to pursue or was not approved for Family Leave/Extended Leave as discussed above, the faculty member may apply for Modified Duties to help provide temporary flexibility while caring for a family member. Modified duties temporarily reduce the effort and the pay of the Faculty member with that reduction.
  1. The amount of pay will be determined in proportion with the percentage of effort that the faculty member is engaging in during the period of modified duties.
  2. Faculty members who choose this option would retain benefits during the period of modified duties in ways that are consistent with SIUE and State of Illinois policies and statutes. The employee's costs for benefits may increase during this period.
  3. The maximum duration of Modified Duties assignment will be two concurrent semesters (Fall/Spring, Spring/Summer, Summer/Fall).

4. Faculty who have applied for and received modified duties will be ineligible to reapply for a period of three calendar years.
- b. If both heads of household are employed by SIUE, they cannot take leave under this policy simultaneously, unless there is a documented medical or legal reason requiring both faculty members to be absent.
  - i. Such faculty members may simultaneously take a reduction in teaching, research, or service responsibilities at proportionally reduced pay with the provision and payment of benefits as allowed by policy, including proportional adjustments of contributions as stipulated by SIUE and the State of Illinois.
- c. Faculty members who are on any form of approved leave under this policy may not engage in any form of outside full-time employment, nor engage in part-time or full-time employment at an educational institution.
- d. Any modification of an approved leave request must proceed by the same process by which the original leave request was approved, except as specified below.
- e. If the modification of an approved leave request results in a new type of leave being requested, then such an application must be submitted under the procedures that correspond to the new type of leave requested, not the original leave that was granted.

Section 13.08. Leaves of Absence Without Pay for Personal, Educational, or Developmental Purposes.

Tenured Faculty members holding continuing appointments at Southern Illinois University Edwardsville shall be eligible, subject to the requirements and conditions of this section, for leaves of absence without pay for purposes of furthering their education or personal development.

- a. Leaves of absence without pay shall be considered when a leave would be mutually beneficial to the University and the Faculty Member. The benefit to the University lies in increased adaptability to fluctuating demands for capable professional Faculty Members; the benefit to the Faculty Member lies in the opportunity to venture into new or related activities or areas of inquiry without sacrificing previously earned benefits including, but not limited to, tenure or a continuing contract with the University.
- b. The length and schedule of leaves of absence without pay shall be determined through negotiation between the University administration and the Faculty Member. Leaves of absence without pay under this section shall be granted for one-year periods, renewable up to a maximum length of three years. Leaves of absence without pay granted under this section shall be exclusive of professional development or sabbatical leaves. A Faculty Member granted a leave of absence without pay under this policy, who subsequently desires to apply for a professional development or sabbatical leave, must return to the University for a period of service of at least one academic semester prior to the effective beginning date of any such paid leave.
- c. Leaves of absence without pay shall normally be full-time, that is, 100 percent time. However, in circumstances which clearly meet the conditions of this section and warrant such consideration, part-time (less than 100 percent time) leaves may be negotiated.
- d. Application for a leave of absence without pay shall be submitted by the Faculty Member to their Dean for consideration. All arrangements, agreements, and understandings related

to the requested leave, including a statement of the specific purpose of the leave and any understandings concerning the Faculty Member's return to University service following the leave, shall be reduced to writing by the Faculty Member and their Dean. The Dean shall forward the application, along with the Dean's recommendation, through channels to the Provost. The Dean's recommendation shall include a statement indicating how the duties and responsibilities of the applying Faculty Member shall be dealt with during the term of the requested leave. Final authority for approval of leaves of absence without pay rests with the Chancellor or their designated representative.

- e. A recipient of a leave of absence without pay shall have no obligations to the University beyond fulfilling all financial and records obligations, including obligations to students concerning completion of incomplete courses or academic requirements partially fulfilled, which persist into the leave period and of giving notice of intention to return to University service at least six months prior to the end of a leave.
- f. Leaves of absence shall not be considered in a negative manner for evaluative, promotion and tenure decisions, nor applications for campus positions. Scholarly products or creative activities from leaves of absence(s) may be considered to improve a Faculty member's application.

#### Section 13.10 Other Leaves of Absences

Employees may be eligible for other leaves of absences under the following Acts

- a. Blood or Blood Platelet Donor Leave Act: Employees, who have been employed for six months or more, may be granted paid leave time for the purpose of donating blood or blood platelets as provided under the State of Illinois Compiled Statutes 5 ILCS 327- Organ Donor Leave Act.
- b. Bone Marrow and Organ Donation Leave Act: Employees, who have been employed for six months or more, may be granted paid leave time for the purpose of donating bone marrow or organ(s) as provided for under the State of Illinois Compiled Statutes 5 ILCS 327- Organ Donor Leave Act.
- c. Civil Air Patrol Leave Act: Eligible employees who are members of the of the United States Air Force civilian auxiliary (Civil Air Patrol) and who are performing a Civil Air Patrol mission are eligible for unpaid leave of absence to perform a Civil Air Patrol mission as provided under the State of Illinois Compiled Statues 5 ILCS 820-148 Civil Air Patrol Leave Act.
- d. Disaster Service Volunteer Leave Act: Employees may be eligible for leave with pay for to participate in specialized state disaster relief services as provided under the State of Illinois Compiled Statutes, 5 ILCS 335 Disaster Service Volunteer Leave Act.
- e. Victims' Economic Security and Safety Act Leave Act: An employee who is a victim of domestic or sexual violence, or who has a family or household member (spouse, parent, child and persons jointly residing in same household) who is a victim of such violence, to take up to twelve (12) weeks of leave per any twelve (12) month period to seek medical help, legal assistance, counseling, safety planning, and other assistance as provided under the Illinois Compiled Statutes 5 ILCS 820/ Victim's Economic Security and Safety Act

Leave Act. Employees can use vacation or sick leave, if applicable during this leave. Employees should contact SURS directly in order to determine the effect of this leave on State Universities Retirement System (SURS) service time.

## ARTICLE 14

### INSURANCE, FRINGE BENEFITS, AND RETIREMENT

Section 14.01. Health and Life Insurance Coverage. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible Faculty covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375/ et seq.), as amended from time to time. The parties agree to accept the terms and conditions of life and health benefits, including costs to Faculty members required for participation in the plan offered by the Department of Central Management Services (CMS).

Section 14.02. Retirement Benefits. During the term of this Agreement, retirement, death and disability benefits shall be provided to all eligible members covered by this Agreement in accordance with Article 15 of the Illinois Pension Code, State Universities Retirement System, 40 ILCS 5/15 et seq., as amended from time to time.

Section 14.03. Related Optional Benefits. During the term of this Agreement, related optional benefits uniformly available to other University employees shall be available to Faculty covered by this Agreement.

Section 14.04. Tuition Waivers.

- a. Faculty who enroll in credit courses at SIU, other than in the medical, dental, law, aviation and pharmacy programs are eligible for waiver of tuition, exclusive of fees, during academic terms in which they are in active pay status, provided that the courses are completed prior to the expiration of active pay status. Faculty not on active pay status during an academic term but possessing an appointment for the prior and subsequent academic term may exercise this tuition waiver. Faculty may enroll in graduate courses at the SIU Carbondale campus subject to SIU Carbondale policies.

Part-time Faculty may receive tuition waiver proportionate to their percentage of appointment.

- b. Faculty who retire from the University, as well as surviving spouses, civil union and domestic partners, and dependents of deceased Faculty, shall be eligible for waiver of tuition exclusive of fees, for credit courses at SIU, other than in the medical, dental, law, aviation and pharmacy programs.
  - i. A dependent child of a deceased Faculty must be under age 22, at the date of the parent's death unless they were already enrolled in the University. When a dependent child of a deceased Faculty member reaches age 28 they are no longer eligible for this waiver.
  - ii. A "deceased SIUE Faculty" is defined as a Faculty who at the time of death was in active employment or in retirement or disability status and who had worked for the University at least five years in a full-time capacity.
- c. The University will provide partial tuition waivers for children of Faculty in accordance with the Southern Illinois University Management Act, 110 ILCS 520/8f, and rules and regulations prescribed by the Board of Trustees, as amended from time to time. Subject to the provisions and limitations of the Act, the University shall offer fifty percent (50%) tuition waivers for undergraduate education to the children of Faculty who have been employed an aggregate of at least 7 years of verified work experience in positions 50% or

greater with the following Illinois state universities: Eastern Illinois, Western Illinois, Northern Illinois, Northeastern Illinois, Illinois State, Chicago State, Governors State, Southern Illinois – Carbondale and Edwardsville, and University of Illinois – Urbana/Champaign, Chicago and Springfield.

To be eligible to receive a partial tuition waiver, the child of a Faculty must:

- i. Be under the age of 25 at the beginning of the academic year during which the partial tuition waiver is to be effective. If the dependent reaches age 25 after the beginning of the fall semester, they receive the waiver through the subsequent summer semester;
  - ii. Qualify for admission to the University under the same admissions requirements, standards and policies which the University applies to applicants for admission generally to its respective undergraduate colleges and programs;
  - iii. In the event that 110 ILCS 520/8f regarding partial tuition waivers is rescinded, the University will meet with the Association to pursue options and alternatives in response to the loss of the benefits associated with this Act.
- d. Subject to the provisions and limitations of subsection 14.04 c above, an eligible applicant who has continued to maintain satisfactory academic progress toward graduation may have their partial tuition waiver renewed until he or she has attempted 130 hours of undergraduate partial tuition under this Section.

Section 14.05. Resolutions for Alternative Benefit Options.

- a. The Association and Administration, when appropriate, agree to work cooperatively through joint lobbying efforts and other possible means to 1) reduce and/or minimize health care costs, and 2) avert reductions in services, benefits and eligibilities.



**ARTICLE 15**  
**TENURE AND PROMOTION, AND FACULTY EVALUATION**

**TENURE AND PROMOTION**

Section 15.01. Tenure and Promotion of Tenure-line Faculty

- a. Only the Board of Trustees may promote and/or award tenure to tenure-track faculty.
- b. Disputes that a faculty member or the Faculty Association may have relating to the promotion and tenure process (promotion and tenure decisions themselves are not grievable) for an individual faculty member shall be handled using the grievance procedures as described in Article 17 of this agreement.

Section 15.02. Considerations and Eligibility for Tenure and Promotion.

- a. Tenure may be granted only to a Faculty member holding (promoted to) the faculty rank of Associate Professor or Professor.
- b. Tenure may be granted only to a Faculty member who holds a full-time continuing appointment.
- c. Tenure may be granted only to a Faculty member holding rank in a tenure-granting unit. Tenure shall be held in the Department from which the recommendation for tenure originates, except as stipulated below.
- d. If an academic unit is merged with another academic unit or reorganized into a new unit, the tenured Faculty in that unit shall not lose their tenured appointments because of such reorganization. The locus of tenure for these Faculty shall transfer to the new or merged unit.
- e. When hiring tenure-track Faculty on continuing appointment, the University 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 promotion and/or tenure consideration. Any such mutual agreement shall be in writing and is subject to approval by the appropriate academic Dean.
- f. A Faculty member assigned to an administrative position shall not, by reason of that assignment, be deprived of tenure nor limited in any way from normal progress toward tenure. The probationary period toward the achievement of tenure will continue if a Faculty member holds an administrative appointment and an academic rank concurrently, and this Faculty member shall be evaluated for tenure using the criteria specified by the tenure-granting unit in which the Faculty member holds academic rank. The administrative functions, titles, salaries, and annual periods of employment of such individuals shall be distinct and severable from their academic ranks.
- g. Tenure does not apply to administrative positions. If a Faculty member holding such administrative position has tenure, such administrator's tenure shall continue to be held in accordance with their appointment in the academic units. An academic unit with

authority to initiate tenure recommendations may recommend for tenure in that unit an administrator who meets all of the requirements for tenure even though such administrator does not hold full-time appointment in that unit.

Section 15.03. Precedence of Operating Papers.

- a. If the tenure/promotion criteria of the Department and/or School/College that were in effect at the onset of the faculty member's probationary period change, the faculty member shall have the choice of which set of criteria shall be used in tenure and promotion evaluations/decisions.
- b. If, during the time between achieving promotion and eligibility for the next promotion, the tenure/promotion criteria of the Department and/or School/College that were in effect change, the faculty member shall have the choice of which set of criteria shall be used in promotion evaluations and/or decisions. However, promotion criteria that have been replaced more than six years prior to the application for promotion may not be used.

Section 15.04. Probationary Period for Tenure-Line Faculty.

- a. Tenure may be granted after the successful completion of a period of full-time probationary service of not more than six years. The probationary period may be suspended in one-year increments if done in accordance with this Agreement. The probationary period must be clearly specified in the Faculty member's initial offer letter/tenure-track contract. Shorter probationary periods and any amended tenure or promotion expectations may be specified in the offer letter/initial contract, but should typically not be less than three years. A recommendation by the tenure-granting Department and College/School that the individual be granted or denied tenure must be made no later than the end of the last year of the probationary period.
- b. If through no fault of the affected Faculty member, a tenure decision is not reached by the end of the probationary period, the Faculty member's probationary appointment will be extended until such time as a decision is made. As soon as the Faculty member or an Administrator becomes aware of the delay, the Faculty member, Dean, and Chair must be notified in writing immediately, and the tenure decision made final within 15 months. If the decision is negative, the Faculty member's contract will be terminated at the end of the full academic year following the decision.
- c. The period of probationary service shall be continuous. The period can be suspended during, but not terminated by, authorized leaves of absence and disability leaves, or when suspended pursuant to the following:

Suspension of the probationary period must be taken in one-year increments. An approved leave (e.g., FMLA) is not required for such a suspension. The request should occur substantially prior to the scheduled submission of the tenure application so that due consideration of the request may be given.

Faculty members who are primary or co-equal caregivers with substantial and sustained responsibility for caring of a newborn or newly adopted child, or of a family member or civil union partner in a health crisis of extended duration, are eligible to request a suspension of the probationary period for one year. In such cases, the request for a one-

year, one-time suspension shall be automatically granted as long as the request is submitted pursuant to this section. Such suspensions must be requested in writing by the Faculty member, reviewed by the Department Chair and Dean, and approved by the Provost.

A suspension of the probationary period for any other reason must be approved by the responsible Dean and the Provost.

A Faculty member who receives a suspension but is not on leave of absence will continue to perform their regular duties. The Faculty member will still participate in the annual evaluation process.

Typically, a Faculty member may be granted a maximum of one suspension during the probationary period. The granting of an additional suspension of the probationary period would be rare. However, a Faculty member may request additional suspensions, which would require a letter of support from the Department Chair, and the approval of the Dean and Provost.

- d. Faculty members shall not be disadvantaged in their tenure review because they have applied for or been granted a suspension or suspensions of the probationary period.

Section 15.05. Annual Pre-Tenure Review and Midpoint Review. Each untenured Faculty member on continuing appointment shall undergo pre-tenure reviews each year of their probationary period in conjunction with their annual evaluation. At the halfway point in the probationary period (normally after the third year), pre-tenure Faculty shall submit a dossier for a midpoint review. All reviews are advisory to the next level.

- a. Annual Pre-Tenure Review. The purpose of each pre-tenure review is to assess and communicate the nature and extent of the Faculty member's performance of assigned duties consistent with the criteria for tenure and promotion specified in the relevant Operating Papers. Pre-tenure reviews shall include a review of the Faculty member's annual performance, progress toward the cumulative tenure/promotion criteria, as well as identifying areas of strength and weakness and areas that need improvement. In addition, each pre-tenure review will include a retention vote. The advice of the tenured Faculty in the Department must be the first step in this evaluation. The Faculty member shall receive a written copy of their Pre-Tenure Review (s) no later than August 1 of each year.
- b. Midpoint Review. Each College/School must provide a midpoint progress evaluation of each non-tenured Faculty member, typically not more than three years after their initial appointment to a tenure-track position, in order to provide the Faculty member a systematic evaluation of their cumulative progress toward tenure. In addition, the midpoint review will include a retention vote. The advice of the tenured Faculty in the Department must be the first step in this evaluation. The midpoint evaluation will be reviewed at all levels required for a tenure decision through that of the Provost and Vice Chancellor for Academic Affairs. The Faculty member will receive a written evaluation from the Department committee (if applicable), Department Chair, School/College committee (if applicable), Dean, and Provost. If the Dean or Provost independently decides to issue a terminal contract for the subsequent year, the decision must be supported by at least one other level of review and reference the Department Review Committee's recommendation.

- c. The Faculty member may submit a written response to any Annual Pre-Tenure Review and Mid-Point Review(s) that will also be included with the review. This response must be submitted within fourteen (14) days after the Faculty member's receipt of a copy of the review. The candidate may choose to include any such Annual Pre-Tenure or Mid-Point written responses in their tenure dossier.
- d. If formal grievance(s) is (are) filed in relation to these reviews, the candidate may choose to include documents related to the grievance proceedings in their tenure/ promotion dossier.
- e. All Annual Pre-Tenure Review and Mid-Point Review letters shall be part of tenure-track Faculty members' promotion and/or tenure dossiers.
- f. Normally, consistent and/or progressive positive annual reviews, positive midpoint recommendations, and/or retention recommendations shall inform the tenure decisions at further levels of evaluation.

Section 15.06. Notice of Non-Renewal and Issuance of Term Contract. Notice of non-renewal of untenured Faculty, and the reasons for nonrenewal or negative tenure decision, shall be given in writing as follows:

- a. First appointment year. No fewer than 4 months prior to the expiration of the appointment.
- b. Second appointment year. No fewer than 8 months prior to the expiration of the appointment.
- c. Third and subsequent appointment years. No fewer than 12 months prior to the expiration of the appointment.

Section 15.07. Promotion in Rank.

- a. Assistant Professor
  - i. Faculty are normally appointed to, rather than promoted to, the rank of Assistant Professor. Appointment to this rank typically requires the individual to have attained the terminal degree in the appropriate discipline and to show promise as a teacher and scholar.
  - ii. Persons appointed to the Faculty who are nearing completion of a terminal degree are given the rank of Instructor with a contingency clause in the appointment indicating that rank will be changed to Assistant Professor upon completion of the terminal degree. Such a change in rank does not constitute promotion under this Agreement.
- b. Associate Professor
  - i. Typically, after five years have been completed in the rank of Assistant Professor, the Faculty member shall submit an application for tenure and promotion to the rank of Associate Professor, except as provided in Section 15.04.
  - ii. An Assistant Professor who has an outstanding record may apply for tenure and promotion one year earlier than the established probationary period, following consultation with the Chair and Dean.
  - iii. Normally, consistent and/or progressive positive reviews shall inform promotion decisions at further levels of evaluation.

- c. Professor
  - i. Typically, after five years have been completed in the rank of Associate Professor, a Faculty member may submit an application for promotion to the rank of Professor.
  - ii. An Associate Professor who has an outstanding record may apply for promotion to Professor after four years in rank, following consultation with the Chair and Dean. Denial of promotion shall not preclude reapplication.
  - iii. Normally, consistent and/or progressive positive reviews shall inform promotion decisions at further levels of evaluation.

Section 15.08. Criteria for Evaluating Faculty for Tenure and Promotion.

- a. Recommendations for retention, promotion, and tenure shall be based on the candidate's documented accomplishments and contributions in 1) teaching, 2) scholarship/creative activities, and 3) service, as well as on 4) the candidate's potential for continuing contributions to the Department, School/College, and University.
- b. The criteria and process for reviewing candidates for tenure and/or promotion shall be included in the Department and/or College/School Operating Papers as indicated in the terms of this Agreement.
- c. Department and College/School criteria shall include operational definitions (appropriate to that Department's and College/School's discipline, ranking, and resources) of Unsatisfactory, Satisfactory, Meritorious, and Excellent performance in teaching, scholarship, and service, following the standards below:
  - i. Faculty teaching, scholarship, and service expectations shall be in concordance with Article 9 (Workload) and Operating Papers.
  - ii. For the purposes of evaluation, all reviewing bodies shall consider the availability and necessity of service tasks.
- d. These criteria shall be consistent with the objectives, mission, and goals of the University, and conform to Board of Trustees Policy (Section 2: Faculty and Staff Services, C: Conditions of Employment), and the terms of this Agreement.
- e. A candidate for tenure and/or promotion shall demonstrate, at the level commensurate with rank, at least meritorious performance in teaching, and at least meritorious performance in either scholarship or service, and at least satisfactory performance in the other.
- f. Availing of FMLA or any other leave shall not be considered in a negative manner for promotion and tenure decisions. Scholarly products or creative activities from leaves of absence(s) may be considered to improve a faculty member's application.

Section 15.09. Procedures for Reviewing Faculty for Consideration for Tenure and Promotion.

- a. Responsibility for conducting the initial evaluation of candidates for tenure and/or promotion shall rest with the tenured Faculty holding an appointment of .5 or greater in the unit who hold rank at or above the rank for which the candidate is being considered.
- b. Tenure and Promotion reviews must take place at the following levels in the University.

- i. the Department Review (or Personnel) Committee;
  - ii. the Department Chair;
  - iii. the College/School Tenure and Promotion Committee (or equivalent);
  - iv. the College/School Dean;
  - v. the Provost and Vice Chancellor for Academic Affairs; and
  - vi. the Chancellor.
- c. Evaluation of the candidate's dossier at each level shall be based on the criteria and operational definitions using the process established in Section 15.08. Each level of review is advisory to the next level.
  - d. Appropriate documentation and recommendation materials shall be transmitted from one level to the next as defined above. These recommendations must summarize the reviewers' evaluations (Excellent, Meritorious, Satisfactory, Unsatisfactory) of the candidate in each of the areas of teaching, scholarship/creative activities, and service. Recommendations at each review level will specify the results of the votes recommending tenure and/or promotion. In cases where the ratings or decisions at one level are not in accordance with ratings or decisions at another level, a clear rationale shall be provided in writing.
  - e. The candidate shall receive written notification at the end of the decision-making process at each level.
  - f. In the case of an overall negative recommendation for promotion and/or tenure at any review level, the candidate may choose to provide a written response. This response must be submitted within fourteen (14) days after the Faculty member's receipt of a copy of the evaluation or recommendation at which point it will be added to the Faculty member's dossier before the dossier is reviewed at the next level.
  - g. Workload assignments shall be considered in evaluating each promotion and/or tenure case. A Faculty member may include a notation of any unique aspects of their prior workload assignments that the Faculty member believes should be part of their dossier.
  - h. The final award of tenure or promotion of a Faculty member rests with the Board of Trustees in accordance with Board policies.

Section 15.10. Department and College/School Review Committees.

- a. No employee of SIUE shall make a final personnel determination on any matter related to employment concerning another University employee who is their spouse or domestic partner, or is related within the third degree of consanguinity. For the purposes of this Agreement, such relatives include: parents, grandparents, children, grandchildren, aunts, uncles, brothers, sisters, nieces, nephews, or any relative by marriage comparable to the above-listed relationships.
- b. Responsibility for conducting the Department and College/School-level review of a candidate for promotion and/or tenure shall rest with tenured faculty at that level (Department or College/School) who hold rank at or above the rank for which the candidate is being considered. In no case shall either Departmental or College /School

review committees be comprised of fewer than three (3) faculty members of the appropriate rank. If there are insufficient numbers of faculty at the appropriate rank to conduct the review, substitutions/additions shall take place pursuant to procedures established in approved Operating Papers.

- c. If the Department Chair is not tenured, a tenured Faculty member will be chosen pursuant to procedures established in approved operating papers to fulfill the evaluative duties of the Department Chair.

Section 15.11. Effective Dates. 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 of Trustees. Tenure shall be effective on the first day of the contract period in the fiscal year immediately following the fiscal year in which the Faculty member was tenured by the Board of Trustees.

Section 15.12. Grievances. Grievances arising out of a recommendation that tenure be denied, or that a continuing contract not be renewed, or promotion be denied, shall be filed in writing and resolved through the process provided in Article 17 (Grievance Procedure).

Section 15.13. Development of Alternative Post-Tenure Promotion Pathways.

During the term of this Agreement, the Parties agree to meet to discuss the development of a new post-tenure promotion pathway.

## **FACULTY EVALUATION**

Section 15.14. Evaluation of Tenure-Line Faculty.

- a. Each tenure-line Faculty member shall be evaluated in the three categories of teaching, scholarship/creative activity, and service. Each School/College shall establish written criteria for these categories. Each Department may also have additional, discipline specific criteria for the three categories, as long as these criteria are consistent with the criteria established by the School/College, University policy, and this Agreement. Alternatively, a College/School has the option of developing criteria to be applied across all departments. In either case, all Faculty evaluation criteria and procedures shall be approved by the Dean and Provost.

In addition:

- i. Teaching shall be given the greatest emphasis in the criteria; availability and necessity of courses shall be considered in the evaluation process.
  - ii. Scholarship expectations shall reflect discipline specific expectations as specified in Operating Papers.
  - iii. The availability and necessity of service tasks shall be considered.
- b. A Faculty member's performance in each of the three evaluation categories shall be differentiated by at least three rating levels. Faculty who do not submit materials or only partially submit materials shall receive the lowest evaluation level.
  - c. The evaluation process must be collegial, participatory, and equitable, and shall involve a Faculty peer review committee and, typically, the Chair. The Faculty peer review

committee shall be limited to those tenured Faculty members holding a faculty appointment of 0.5 or greater within the Department, exceptions to the committee structure shall be permitted if clearly specified in Operating Papers.

- d. The timing and frequency of these evaluations shall be clearly defined in Operating Papers, with mandatory annual evaluations occurring for non-tenured Faculty.
- e. A Faculty member's evaluation must be communicated in writing. A performance and career planning meeting shall be offered immediately after the review.
- f. FMLA or any other leave shall not be considered in a negative manner in the Faculty member's evaluation. Scholarly products or creative activities from approved leaves of absence(s) during the evaluation period may be considered to improve a Faculty member's evaluation.
- g. Faculty evaluations shall be used:
  - a. To provide developmental feedback;
  - b. To distribute merit-based salary increases, if applicable; and
  - c. To provide Faculty in their probationary period guidance and evidentiary data regarding progress toward meeting the cumulative record necessary for promotion and tenure.
- h. Faculty evaluation ratings are not grievable but may be appealed through processes established in Operating Papers. Disputes arising out of a failure to follow established evaluation processes may be resolved through Article 17 (Grievance Procedure). Such grievance shall typically follow the completion of any College/School appeal process.



## ARTICLE 16

### REPRIMAND, DISCIPLINE, AND DISMISSAL

Section 16.01. Introduction. 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 disciplinary procedures. It is the intention of the parties that the formal procedures be transparent and timely. An affected Faculty member should be kept informed, as appropriate and allowable under the law, as the process moves forward.

Progressive discipline shall typically follow this process:

1. Oral warning,
2. Written reprimand,
3. Suspension without pay, and
4. Dismissal.

Section 16.02. Supersedece. The provisions of this Article shall be in lieu of the provisions governing discipline, termination for cause, and non-reappointment set forth in the *SIUE Faculty Handbook* with respect to all Faculty members covered by this Agreement.

Section 16.03. Guiding Principles for Discipline.

- a. Discipline, dismissal or the threat of discipline or dismissal may not be used to restrain Faculty members in their exercise of academic freedom.
- b. Discipline under this Article shall only be for just cause.
- c. Typically, the University will follow the principle of progressive discipline. The gravity or seriousness of given conduct may justify immediate administrative leave with pay or other sanction without any prior discipline.
- d. Notice of any action or meeting must be provided to the Faculty member. The University shall be deemed to have provided notice by sending such notice to the Faculty member's last known address via U.S. mail or by hand-delivering such notice, as well as sending an email to the affected Faculty member's official SIUE email address. The University shall notify the Association at the same time as the Faculty member and shall notify the Faculty member of their right to Association representation.

Section 16.04. Scope of Discipline.

- a. Cause. Faculty members may be dismissed for cause. A tenured faculty member may be dismissed only for cause. Cause may include, but shall not be limited to, the following:
  - Demonstrated incompetence or dishonesty in teaching, or scholarship, or service.
  - Substantial and manifest neglect of duties.
  - Personal conduct, including unethical or illegal conduct, which substantially impairs the individual's fulfillment of his or her institutional responsibilities or impairs the University in fulfilling its mission.

- b. Sanctions. Examples of disciplinary sanctions include an oral warning, a written reprimand, suspension without pay, or dismissal.
- i. An oral warning shall be defined as a meeting at which the Faculty member is verbally informed by an Administrator of an issue that, if not corrected, could lead to further discipline. The documentation of the oral warning must include the date of warning, name of Faculty member and Administrator(s) present, a brief description of the basis for the oral warning, and date(s) of occurrence of the events giving rise to the warning. A copy of this document shall be provided to the Faculty member at the time of issuance. Such document shall be held by the Administrator and not placed in the Faculty member's official personnel file. After 24 months and upon the written request of the Faculty member, the document shall be expunged, except in cases where there have been repeat violations of the same or similar nature in which case it may be retained for an additional 12 months. If the document remains due to a failure to request its removal or University oversight, it shall not be considered for subsequent disciplinary action. Note: When an administrator provides a faculty member advice, guidance or counsel about behavior or expectations without a formal meeting and documentation, such a conversation constitutes informal coaching, not an oral warning.
  - ii. A written reprimand shall be defined as a written document that is given to a Faculty member by an Administrator and placed in their official personnel file in the Human Resources Office. This document concerns an issue that, if not corrected, could lead to further discipline. The documentation of the written reprimand must include the following: the date of issuance, name of Faculty member and Administrator(s) present, a brief description of the basis for the written reprimand, date(s) of occurrence, and the date after which the Faculty member may request the document be removed from all personnel files maintained by the University. A copy of this document shall be provided to the Faculty member at the time of issuance. After 36 months and upon the written request of the Faculty member, the document shall be expunged, except in cases where there have been repeat violations of the same or similar nature in which case it may be retained for an additional 12 months. If the document remains due to a failure to request its removal or University oversight, it shall not be considered for subsequent disciplinary action. The Faculty member may have access to the document by appointment and pursuant to state law.
  - iii. A suspension without pay can normally be imposed by the University against a Faculty member only after considering the lesser sanctions and following the process outlined in Section 16.06 below.
  - iv. Dismissal can normally be imposed by the University against a Faculty member only after considering the lesser sanctions and following the process outlined in Section 16.06 below.

#### Section 16.05. 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*. 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 occur.

- b. If, during an investigatory interview as defined in Section 16.06(a)(ii) below, 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.

#### Section 16.06. Procedures for Discipline of Faculty.

- a. Assessment and Investigation. Once alleged 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 conduct(s) the investigation or serve(s) as the hearing officer shall not have a conflict of interest in the matter.
  - i. Initial Assessment. An Administrator shall determine whether the alleged conduct merits an investigation.
  - ii. Investigatory Process. An 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.
    1. Investigatory Interview Meeting Requirement. In an investigation of alleged conduct that could result in the dismissal, suspension without pay, discipline or reprimand of a Faculty member, the University shall conduct an investigatory interview meeting(s) with the Faculty member.
    2. Notice of Investigatory Interview Meeting. Before any investigatory interview meeting, the University shall inform the Faculty member in writing of the nature of the matter or complaint in sufficient detail to reasonably apprise them of the matter. Minimum information to be included in the notice shall be:
      - a. notification of the Faculty member's right of representation with a link to the URL for Article 16 of this Agreement;
      - b. a description of the alleged violation(s) or action(s); the standard(s) allegedly violated;
      - c. the date, time, and location for the investigatory interview meeting; and
      - d. the Administrator(s) expected 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 16.03(d) above, and at least seven (7) calendar days prior to the meeting; the Faculty member shall be provided 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:
  1. an explanation of the purpose of the meeting;
  2. discussion with the Faculty member concerning the matter.
    - a. 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).
    - b. 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.
  3. Notice of the Outcome of the Investigation. The University shall notify the Faculty member and the Association of the results of an investigation. If the University determines that it is not pursuing discipline, it shall notify the Faculty member and the Association in writing within seven (7) calendar days after the determination. Such notice shall be communicated as specified in 16.03(d).

If, after the investigation, the University decides to proceed to a disciplinary hearing, then such notice shall be provided as specified in Section 16.06(b)(i) below. The University shall provide the Faculty member a reporting of information solicited, information received, and conclusions drawn.

b. Disciplinary Hearing Process.

- i. Notice of the Disciplinary Hearing. If the University determines that discipline may be warranted, the University will notify the Faculty member and the Association as specified in 16.03(d) 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 seven (7) calendar days prior to the scheduled date, and the Faculty member shall be provided an opportunity to reschedule. The Notice shall minimally include:
  1. the date, time, and location of the hearing;
  2. a description of the allegation(s) in sufficient detail to apprise them of the matter;
  3. the administrator(s) expected to be present at the hearing; and

4. notification of the Faculty member's right of representation with a link to the URL for Article 16 of this Agreement.
  5. In cases where there has been an Investigatory Interview Meeting, the Disciplinary Hearing Notice shall also include a copy of the University Investigation Report.
- ii. Disciplinary Hearing. The disciplinary hearing is an opportunity for the Faculty member to respond to the allegation(s) and the findings of the investigation, if applicable. 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 or prevent any potential disciplinary sanction(s). The Faculty member may choose to have a Faculty Association Representative present during such a hearing. Such a hearing shall occur prior to the decision to implement discipline. A Faculty member who elects not to attend such a meeting shall forfeit their procedural right to respond to the charges; however, the Faculty member's right to grieve any decision to discipline the Faculty member shall not be waived.
- c. Determination and Imposition of Disciplinary Sanction.
    - i. Final Determination. The University's final determination for sanction shall occur after the conclusion of the disciplinary hearing. The Faculty member and the Association shall be notified in writing as specified in 16.03(d) of the University's determination within fourteen (14) days of the Disciplinary Hearing.

Section 16.07. Administrative Leave Without Prior Notice. If, in a specific instance, the University deems it unreasonable or impractical due to the seriousness of the allegations to provide a Faculty member with advance notice of the reason(s) for possible dismissal or suspension, then the University may temporarily place the Faculty member on a paid 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 typically exceed sixty (60) calendar days. If necessary, the University may extend the administrative leave with pay beyond the sixty (60) calendar-day limit.

Section 16.08. Grievances. Grievances arising out of a disputed disciplinary process or disciplinary decision shall be filed in writing and resolved through the process provided in Article 17 (Grievance Procedure).

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

Section 17.01. Definition. A "grievance" is a dispute or disagreement raised during the term of this Agreement by a Faculty member(s), and/or the Association on behalf of a Faculty member(s), against the University involving an alleged violation of one or more provision(s) set forth in this Agreement affecting:

- a. A Faculty member;
- b. A class of similarly situated Faculty members; or
- c. Specific Association rights under this Agreement.

The filing of such grievance shall be in writing.

The term "level" refers to the Administrator involved in the grievance. Level 1 refers to the Dean (or designee). Level 2 refers to the Provost (or designee). Level 3 refers to the Chancellor (or designee).

Section 17.02. Authority to File a Grievance. The following parties shall be authorized to file a grievance:

- a. The affected Faculty member(s) and/or the Association on behalf of the affected Faculty member(s);
- b. The Association on behalf of a class of similarly situated Faculty members who have a grievance involving facts in common and alleging a violation of the same provision or provisions of this Agreement as defined in 17.01; or
- c. The Association on behalf of any/all members, for those grievances as defined in 17.01.

The parties acknowledge that during the term of this Agreement, any Faculty member or group of Faculty may at any time present grievances to the University and have them resolved without the intervention of the Association, as long as the resolution is consistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such resolution. Unless approved by the Association, any such resolution shall not be precedent setting.

The Association may elect not to file a grievance in instances where an affected Faculty member(s) does not request or authorize Association assistance. This election not to file a grievance shall not set precedent for future instances involving similar facts and circumstances.

For alleged violations of University policy or procedures, which are not "grievances" as defined in Section 17.01, the mechanism for adjudicating such issues shall be the grievance and/or complaint processes outlined in University policy and Board statutes. In such cases, Faculty shall be permitted to have an Association representative advocate on their behalf during such dispute processing.

Section 17.03. Time Limits. Time limits throughout this Article referring to "days" will mean calendar days. Periods of University closure are not counted in the time limits.

If a grievance is not filed by the Grievant(s) within the time limits set forth below, the ability to file such grievance shall be considered "waived" and may not be pursued further. If a grievance is not appealed by the Grievant(s) to the next level of the grievance procedure within the

specified time limit or any agreed extension thereof, it shall be considered withdrawn without prejudice by the Association. If the University does not answer a grievance within the specified time limits or any agreed extension thereof, the grievance may be considered denied at that level and automatically appealed to the next level.

During the term of this Agreement, once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15, and between May 15 and August 15, upon mutual written agreement. This shall not prevent the parties from mutually agreeing, in writing, to extend time limits at any other time.

Section 17.04. Informal Process. The Parties acknowledge that it is desirable for Faculty and the University to resolve problems through free and informal communications. Any Grievant or the Association may elect to forego the informal process and move directly to a formal grievance.

In this informal process, the Grievant(s) or Association may elect to speak with the lowest appropriate administrator (or designee) with authority to resolve the grievance. Members of the Bargaining Unit may choose to seek informal advice from any University resource. Nothing in this agreement shall prohibit members of the Bargaining Unit from resolving a dispute through this informal resolution process, provided such resolution is consistent with the terms and conditions set forth in this Agreement.

At any such informal meeting, the Faculty member(s) may be accompanied by a Representative of the Association and the administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may also attend any such informal grievance meeting.

In the event the dispute 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 grievances.

Section 17.05. Formal Grievance Procedure. In the event the grievance is not resolved through the informal process outlined in Section 17.04, the parties agree to the following governing principles for the filing and processing of formal grievances:

- a. A grievance will be filed at the lowest administrative level (Level 1: Dean or designee) and proceed sequentially through the three levels, excepting only a grievance involving an action that occurred at the Provost's level, in which event the grievance shall be filed at the Provost's level (i.e., Level 2) or a grievance involving an action that occurred at the Chancellor's level, in which event the grievance shall be filed at the Chancellor's level (i.e., Level 3). The parties may, by mutual written agreement, skip Levels in a specific instance.
- b. The Grievant(s) shall submit the grievance in writing to the appropriate administrative level, specifically indicating that the matter is grievable. The written grievance shall contain a statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. Within five (5) days of receiving a written grievance from an individual member, the Administrator shall give the Faculty Association written notice.
- c. All formal grievances must be filed no later than ninety (90) days from the date of the first occurrence of the matter giving rise to the grievance, or within ninety (90) 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. The parties may, by

mutual written agreement, extend the time limit for filing a grievance. Neither the University nor the Association shall arbitrarily and/or unreasonably refuse to agree to an extension.

- d. A meeting shall be held at the administrative level at which a grievance is filed between the administrator (or designee) at that level, the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s), Association and/or administrator may invite an additional person or persons to participate in the meeting, provided the name(s) is/are given to the other party at least the day prior to the meeting.
- e. If a grievance is appealed to Level 2 and/or Level 3, the Grievant(s) and/or the Association representative may submit additional information or arguments in support of the grievance as filed.
- f. At Level 3, the Chancellor (or designee) shall respond to the grievance appealed to Level 3. However, if the grievance involves an action that occurred at the Provost's level, the Provost (or designee) shall have the right to respond to the grievance and if it is not resolved at the Provost's level, it may be appealed to the Chancellor.

Depending upon the administrative level at which the grievance is filed, the grievance shall be processed as follows:

**LEVEL 1: Dean: Disputes at the Department or College/School Level**

The Dean (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fourteen (14) days of the grievance filing. If no written settlement of the grievance is reached, the Dean (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.

**LEVEL 2: Provost: Appeal of a Level 1 Decision or Disputes at the Provost Level**

- a. Initiation of Grievance at Level 2 (Provost). If the grievance is initially filed at Level 2, the Provost (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fourteen (14) days of the filing of the grievance. If no written settlement of the grievance is reached, the Provost (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.
- b. Appeal of Grievance to Level 2. If the grievance was filed at Level 1 and was not resolved to the satisfaction of the Grievant(s) and/or the Association at Level 1, and the Grievant(s) wishes to appeal the grievance to Level 2, it shall be submitted by the Grievant(s) or the Association, in writing, to the Provost (or designee) within fourteen (14) days after receipt of the Dean's answer in Level 1, and a copy of said appeal shall be provided to the Dean. The appeal shall state the basis upon which the Grievant(s) believes the grievance was improperly denied at the previous Level in the grievance procedure. The Grievant(s) shall also attach a copy of the original complaint and all documents supporting the grievance. Within fourteen (14) days of the appeal, the Provost (or designee) shall conduct a meeting to discuss the grievance with the Grievant(s) and/or an Association representative. The Provost (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following the date on which the Level 2 meeting was held.



### **LEVEL 3: Chancellor: Appeal of a Level 2 Decision or Disputes at the Chancellor's Level**

- a. Initiation of Grievance at Level 3 (Chancellor). If the grievance is initially filed at Level 3 because the action that gives rise to the grievance occurred at or above the Chancellor's level, then the grievance shall be filed with the Chancellor (or designee). In such event, the Chancellor (or designee) shall meet with the Grievant(s) and an Association representative, to discuss the grievance within fourteen (14) days of the grievance filing. If no written settlement of the grievance is reached, the Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.
- b. Appeals of Grievance to Level 3. If the grievance was initially filed at Level 1 or Level 2 and was not resolved to the satisfaction of the Grievant(s) and/or the Association at the prior level(s), and the Grievant(s) and/or the Association wishes to appeal the grievance to Level 3, it shall be submitted by the Grievant(s) and/or the Association, in writing, to the Chancellor (or designee) within fourteen (14) days after receipt of the answer of the administrator at Level 2. This appeal shall include the answer of the Provost (or designee) as provided in Level 2 (above) and a copy shall be provided to the administrators at all the prior levels. The appeal shall state the basis upon which the Grievant(s) and /or the Association believes the grievance was improperly denied at the previous level in the grievance procedure. The Grievant(s) and/or the Association shall attach a copy of the original complaint and all documents supporting the grievance and appeals at previous levels. Within fourteen (14) days of the appeal, the Chancellor (or designee) shall conduct a meeting to discuss the grievance with the Grievant(s) and an Association representative. The Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following the date on which the meeting was held.

Section 17.06. Arbitration. If the grievance is not settled at Level 3 and the Association wishes to appeal the grievance from Level 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, by notifying the Chancellor (or designee) in writing within fourteen (14) days of receipt of the written answer of the Chancellor (or designee) as provided to the Association at Level 3.

- a. Association and University representatives shall attempt to agree upon an arbitrator within twenty-eight (28) days after the University's receipt of the Association's notice of referral. In the event the parties are unable to agree upon the arbitrator within said twenty-eight (28) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may require that the panel be comprised entirely of 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. Both the University and the Association shall have the right to strike two (2) names from the panel, utilizing the alternate strike method, with the requesting party striking the first member from the panel. The person remaining shall be the arbitrator.
- b. The arbitrator selected shall, with the assistance of the parties, set the time and place for the hearing, subject to the availability of Association and University representatives, as

well as witnesses. The arbitrator may grant continuances for sufficient cause. The hearing shall be held on the SIUE campus or at another mutually agreed upon location.

- c. The University and the Association retain the right to be represented by representatives of their own choosing. 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 their decision in writing within forty-two (42) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the University and the Association. Each party shall be responsible for compensating its own representatives and expert witnesses.

Section 17.07. 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. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary and associated benefits where the arbitrator determines the Faculty member is not receiving the appropriate salary, but the arbitrator may not award other monetary damages or penalties. Any decision or award of the arbitrator shall be final and binding upon the University, the Association, and the Faculty members covered by this Agreement.

Section 17.08. Information. Either party may request 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 why it is relevant to the grievance in question. The party to whom the request is made shall fulfill the request or provide a written rationale why the request cannot be fulfilled in full or part, within five (5) business days. Such five (5) business days shall be extended another five (5) business days if requested. Neither the University nor the Association shall arbitrarily and/or unreasonably refuse to agree to a further extension, if necessary. Nothing herein is intended to require either party to collate or compile information for the other party, as opposed to providing relevant information or documents that already exist or reasonable access to such information or documents. If there is any dispute over providing information pursuant to this Section, the parties agree that such dispute shall be resolved in a manner consistent with IELRA and Freedom of Information Act statutes, or by the arbitrator chosen by the parties to hear the grievance, if the grievance has been referred to arbitration.

Section 17.09. Filing of Materials. All records related to a grievance shall be filed separately from a Faculty member's official personnel file, excepting only a 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 17.10. Miscellaneous. No member of the Bargaining Unit who is serving as a Department Chair/Program Director shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in Section 17.05.

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. Meetings related to grievances shall be held at mutually agreed upon times and places.

Section 17.11. Mediation. Mediation may be used at any level in the grievance process. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties may, by mutual agreement, submit the grievance to mediation. The time period for such processing shall be stopped during the period of mediation.

In such event, the University 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 University 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 University 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 two (2) meetings between the parties and a mediator, or fourteen (14) days following the onset of mediation, the grievance has not been resolved, the grievance shall be processed in accordance with the grievance and arbitration procedure set forth in this Article.

**ARTICLE 18**  
**FINANCIAL NECESSITY AND FINANCIAL EXIGENCY**

Section 18.01 General. The Board of Trustees has the authority to declare a fiscal emergency, to assess the extent of that emergency, and to provide specific direction to cope with such an emergency. The Board may recognize a fiscal emergency ranging from a short-term fiscal emergency (“Financial Necessity”) to a long-term fiscal emergency (“Financial Exigency”). Representatives of the SIUE FA shall be consulted as far in advance as possible and continuously involved in making the decision to ask that the Board declare a condition of fiscal emergency.

- a. Financial Necessity: A short term fiscal emergency, which results when a decline in financial support is such as to require a reduction within the fiscal year in the personal services budget exceeding that which may be accomplished by attrition or non-renewal of term positions or other such measures after all workable reductions in support and operational costs have been made.
- b. Financial Exigency: A long-term fiscal emergency, which results when an imminent financial crisis will require long-term programmatic reductions and termination of tenured faculty.

Section 18.02. Transfer of Funds to the SIU System. The University shall provide a 30-day written notice, along with a statement that addresses terms of repayment, if applicable, to the Faculty Association before a transfer of \$5 (five) million or more from SIUE to any other University in the SIU system.

**ARTICLE 19**  
**MERGER, ELIMINATION, OR SUBSTANTIVE CHANGE OF ACADEMIC  
PROGRAM OR ACADEMIC DEPARTMENT**

Section 19.01. General. This Article outlines the procedures to be followed in the event the University initiates a merger, elimination, or other substantive change to an academic program or academic department. This Article does not apply to routine changes to an academic program or academic department, such as the academic program review process, the IBHE low-performing program process, and the Form 91 and 92 process. If any of these processes result in a Reduction in Force, then the stipulations in Article 21 shall be followed.

Section 19.02. Process. Before the University takes any action to eliminate, merge, or substantively change an academic program or academic department, and prior to any Faculty vote on the proposed plan, the University shall provide the proposed plan to the affected Faculty and the Association President.

Section 19.03. Development of Proposal. The University shall develop a proposal including the following components. All written proposals shall minimally include:

- a. Description of and rationale for the proposed change(s), including impact on:
  - i. Students;
  - ii. University's ability to maintain critical curricula;
  - iii. Accreditations;
  - iv. Other programs at the University;
  - v. Estimated financial costs or savings (if applicable), including source(s) of such costs or savings; and
  - vi. The impacted Faculty salary lines and Faculty workload (including redistribution of work);
- b. Comparison of similar programs at peer institutions (when applicable and available);
- c. Proposed implementation date;
- d. Documentation, if applicable, discussing the proposed plan (including pros and cons);
- e. The proposed timeline for review by the impacted Faculty and by the Association.

Section 19.04. Presentation, Discussion, and Revision of Proposal. The appropriate Administrator shall coordinate the implementation of this Article. Following the development of the proposal as outlined in Sections 19.02 and 19.03, the following steps shall occur:

- a. The appropriate Administrator shall provide the written proposal to all affected Faculty, relevant administrative parties, the Faculty Association President, the Faculty Senate President, and the Graduate Council Chair.
- b. The University shall complete a feedback process within ninety (90) calendar days after distribution of the written proposal outlined in Section 19.03, to include the following:
  - i. Open forum for interested parties;

- ii. An opportunity to provide feedback, dissenting opinions or written response to the proposal.
- c. As a result of the discussions and feedback, changes may be made to the proposed plan. If substantive changes to the proposal occur, a revised proposal shall be distributed pursuant to Section 19.04.a.
- d. The appropriate Administrator shall also inform all parties of their right to submit a dissenting opinion and written response. Deadlines for providing responses will be articulated in proposal timeline pursuant to 19.03.e.
- e. Within the deadline for submitting responses, the Association may submit a written response with its analysis and recommendations concerning the proposed plan to the groups outlined in 19.04.a.
- f. These documents (e.g., results of non-binding vote(s), dissenting opinions, and written responses) shall accompany the final proposal and collectively are referred to as the Program Change Plan.

Section 19.05. Faculty Vote. Within fourteen (14) days of completion of Section 19.04, the Faculty in each of the affected Department(s) represented by this Agreement shall be given the opportunity to organize a vote on the proposal. Results of the vote shall be forwarded by the faculty to the Association President, Provost, Faculty Senate President (for undergraduate programs), or Graduate Council Chair (for graduate programs) within this time period.

Section 19.06. University and Board of Trustees Review. The Faculty Senate and/or the Graduate Council, following established University processes, shall be responsible for preparing their final analysis and recommendations to the Board of Trustees (or designee). Thereafter, the Board (or designee) shall make the final decision on the proposed plan. If the proposed plan undergoes substantive modification(s) by the Board (or designee) after it has been submitted, the groups identified in 19.04.a. shall be informed in writing.

Section 19.07. Demand to Bargain Impact. The Association may submit to the Chancellor a written demand to bargain over the impact of the proposed plan on Faculty wages, hours, and/or other terms and conditions of employment within thirty (30) days of the Board of Trustees' (or designee's) final decision. If the Board (or designee) makes substantive modifications to the plan, the timeline for the Association to submit a demand to bargain shall be extended to sixty (60) days after the final decision of the Board of Trustees. Effects bargaining shall be completed within 30 days after receipt of the Faculty Association's demand to bargain. This timeline for effects bargaining may be extended by mutual agreement.

Section 19.08 Program Reduction, Elimination, or Merger and Open Meetings Act. The University will comply with the Open Meetings Act.

## ARTICLE 20

### UNPAID FURLOUGH OR UNPAID CLOSURE DAYS

Section 20.01. Declaration of Unpaid Furlough or Unpaid Closure Days. In the event the Board of Trustees declares a fiscal emergency, the Board may determine that unpaid furlough days or unpaid administrative closure days are necessary to address the financial crisis. Unpaid furlough days or unpaid closure days will only be implemented when other workable cost-saving measures are not sufficient to mitigate the crisis.

Section 20.02. Maximum Number of Days. The Board may impose a maximum of six (6) unpaid furlough or unpaid administrative closure days, no more than four (4) per semester and no more than one (1) per pay period. If mutually agreed to by the Faculty member and the administration, a Faculty member may elect to have more than one furlough or unpaid administrative closure day occur in a single pay period (as provided in Section 20.07). Such days shall be in accordance with the Board notification process as provided in Section 20.03. Faculty members at the University who do not hold at least a permanent residency status (such as those 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 closure days, shall not be required to take any unpaid furlough days or unpaid closure days.

Section 20.03. Notification. The Board shall promptly notify the Association about planned unpaid furlough or unpaid administrative closure days in writing. Such notice shall be at least thirty (30) days for up to a total of four (4) closure days and at least sixty (60) days for more than a total of four (4) before the first such proposed unpaid furlough or unpaid 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 resulting in a fiscal emergency (as defined in Section 18.01) which makes the action necessary.
2. A description of the specific cost-saving measures which have already been invoked in an effort to deal with the situation.
3. A description of the proposed action, to include the number of unpaid furlough or unpaid administrative closure days to be taken.

Section 20.04. Impact Bargaining. If the Association wishes to bargain over the matter, it shall serve written notice to the Board of such demand within ten (10) calendar days of receipt of the Board's written notice provided.

Section 20.05. 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 fiscal emergency is declared. Such unpaid furlough days or unpaid administrative closure days will not reduce the base salary upon which future pay increases are calculated.

Section 20.06. Effect of Unpaid Furlough Days/Unpaid Closure Days on Benefits. Unpaid furlough days or unpaid administrative closure days will not affect a Faculty member's benefits, including, but not limited to, all types of insurances and vacation and sick leave accruals. Faculty members shall be allowed the option to pay into the SURS retirement system for the unpaid furlough days or unpaid closure days in accordance with SURS rules and regulations.

Section 20.07. Implementation of Unpaid Furlough Time. The unpaid furlough days or unpaid administrative closure days shall be those days mutually agreed upon by the Faculty member and his/her Chair and approved by the Dean (or designee). In the event that an agreement cannot be reached after reasonable efforts to do so, the Dean (or designee) may impose specific unpaid days. The Chair/Director and Faculty member shall schedule furlough/administrative closure days in a manner that results in the most minimal disruption of the educational process and will inflict minimal hardship on employees. When possible, such days shall be scheduled when Faculty members have no direct teaching responsibilities. The Faculty member will not receive any pay for these unpaid days and will not be allowed to use accrued benefit time on unpaid furlough/administrative closure days. The Faculty member shall not be expected to fulfill employment functions on an unpaid furlough/administrative closure day and will not face any negative consequences for not completing such duties on unpaid furlough/administrative closure days.



## ARTICLE 21

### REDUCTION IN FORCE

Section 21.01. General. The Parties agree that the first duty of the University is to protect its academic mission, particularly regarding the quality of instruction, scholarship and creative activity, and service, as well as the preservation of academic freedom.

Section 21.02 Definition. Reduction in Force (“RIF”) refers to the ending of a bargaining unit Faculty member’s appointment for reasons unrelated to the faculty member’s performance. A RIF may result from reduction or elimination of one or more programs or from financial exigency. RIF pursuant to this Article is not dismissal for cause, or non-reappointment of probationary faculty, and shall be recorded and reported as a Reduction in Force.

Section 21.03 RIF of Tenure-Line Faculty as a Result of Program Reduction or Elimination. The University will make reasonable efforts to plan any program reduction to minimize the need for a RIF as a result. In the sole event of a program reduction:

- a. The University will make substantial efforts to reassign the affected Faculty member to other suitable vacant University positions for which the faculty member expresses interest and is qualified, subject to the determination by the Deans, in consultation with the receiving Department, Dean, and Provost. When a faculty member has been reassigned to another faculty position for which they are qualified, a Faculty member’s tenure, Faculty rank, eligibility for consideration for promotion, applications for campus positions, eligibility for leave, or eligibility for benefits shall not be affected.
- b. Faculty member(s) will be provided notice of at least 365 consecutive calendar days prior to the effective date of the RIF; and
- c. RIF notifications will be issued only after completion of requirements in Article 19.

Section 21.04. Planning for RIF of Tenure-Line Faculty as a Result of Financial Exigency. The Board of Trustees may declare a state of financial exigency, and authorize the procedures prescribed in this Article for reducing the size of the faculty. As part of a broad consultation with the academic administration, the faculty, and the IEA, the University shall make available budget and other relevant data to allow all parties to assess the financial exigency. The information provided to the Association must be in writing and shall include:

- a. a description of the fiscal analysis which requires the action be taken;
- b. a description of specific economic measures, including but not limited to, reductions in non-essential services, hiring freezes, non-renewal of term positions, and suspension of new initiatives, which have already been invoked in an effort to deal with the crisis;
- c. a description of the proposed plan;
- d. an explanation of how the proposed scope and manner of execution of the proposed action are proportional to the financial exigency, and will cause the least possible disruption to the educational process and will inflict minimal hardship on those covered by this Agreement;

- e. an indication of how employees will be notified of the proposed action and the method and period of notice to apply before its implementation;
- f. 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;
- g. a description of the reduction in administrative budget and number of administrative and other non-FA bargaining unit personnel.

Section 21.05 Declaration and Bargaining. In the event the Board of Trustees believes that a RIF will be necessary, the Board (or designee) shall notify the Association in writing of such declaration, specifying the extent of the reductions required in the budgetary allocations to salary and benefits for Faculty. After receiving written notice of declaration and the information listed in 21.04, the Association will have thirty (30) days to conduct its own inquiries.

The Association may file a demand in writing to bargain the impact of the declaration within the 30-day time period described above. Separately, either party may give five (5) days' notice in writing during the subject 30-day period to reopen pertinent articles of the contract in order to negotiate possible cost-saving alternatives to a RIF. Such reopened articles of the contract shall provide all processes and protections related to collective bargaining under the IELRA.

The Board shall not implement the RIF plan before the subject 30-day period has expired.

Section 21.06 Procedures for RIF Due to Financial Exigency. In the event of a declaration of a Financial Exigency, the following procedures for RIF shall be followed. The application of the following alternatives in (a), (b), and (c), below, shall be considered in the context of ensuring instructional viability and program continuity.

- a. No Faculty member shall be reduced for the sole purpose of creating a vacancy to be filled by anyone serving in an administrative capacity outside the Bargaining Unit.
- b. The administration will consider appropriate alternatives to mitigate the extent of a RIF. These alternatives include (normally proceeding in the following order) but are not necessarily limited to:
  - 1. Normal faculty attrition;
  - 2. Voluntary early retirement options;
  - 3. Reduction of non-tenure track faculty;
  - 4. Reassignment to other University positions, if possible. Prior to the effective date of their layoff, the University shall take substantial effort to reassign the affected Faculty member to other suitable University positions for which the Faculty member is qualified. See, Section 21.09 (below).
- c. RIFs within a Department or Program shall normally proceed in the following order:
  - 1. Voluntary early retirement options;
  - 2. Layoff of non-tenure track lecturers;
  - 3. Layoff of non-tenure track instructors;
  - 4. RIF of non-tenured tenure-track faculty;
  - 5. RIF of tenured faculty.

Understanding that reductions will need to be made to help keep viable programs operational, changes in the order of the above list may be made in consultation with the Faculty Association.

- d. The primary criteria for RIF of Tenure Line Faculty will be on the basis of length of tenure-line service. If the academic program as a whole is not to be eliminated but

Faculty are to be RIF'd, the order of RIF within a Department or Program shall be those with the least length of full-time tenure-line service (inclusive of approved leaves):

1. First, at the University unless equal;
2. Second, in the Department unless equal; then
3. Last, in the Bargaining Unit.

Section 21.07. Notice of RIF. Faculty member(s) shall receive the appropriate written notice via certified and first class mail prior to the effective date of the RIF. Notice will be considered delivered when there is no indication of the un-deliverability of the first-class mailing. Following issuance of an initial RIF notification, the University may extend such notice in writing to affected Faculty members. The notice shall, at the minimum, indicate payable sick and vacation days, and the number of accrued non-payable sick days, as of the notification date. The amount of sick and vacation days indicated in the notice will likely differ from the balances at the effective date of the RIF. The effective RIF date shall be at least 365 consecutive calendar days after the RIF notification.

21.08 Alternative Employment Options within the University. After the written notice of RIF has been sent to the Faculty member, the University and the Association shall review the possibility of (subject to the determination of the Dean after consultation with the Department of the faculty member's qualifications):

- a. an assignment with duties in more than one unit;
- b. part-time employment;
- c. transfer to another Department, College/School, or academic position.

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

21.09 Recall. A faculty member who is RIF'd shall enjoy recall (return to work) rights for a period of three (3) years following the effective date of the RIF. Recall shall be offered to those faculty members with the educational qualifications, professional training and professional experience necessary and relevant to support academic program needs. Where such factors are equal, recall shall then be according to seniority. Recall can result in reinstatement, where the faculty member is returned to their previous position. Recall also may occur when a faculty member is offered a different position in the bargaining unit. During the three (3) year period specified in this Section, a Faculty member with rights to recall may apply for employment at the University for a position for which they may be qualified.

21.10 Reinstatement. If a Faculty member's position at the time they were given notice of the RIF is reinstated during the 3-year recall period stated in Section 21.09, the Faculty member shall be sent notice of that fact at the Faculty member's last known address and offered reinstatement. An offer made to reinstate pursuant to this section must be accepted within twenty-one (21) days with such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer for reinstatement is not accepted, the Faculty member's name may be deleted from the list and, if so deleted, the Board of Trustees and the University shall have no further obligation to the Faculty member.

A recalled/reinstated Faculty member who held a tenured position on the effective date of the RIF, shall resume tenure, rank, and seniority as in existence at the effective date of the RIF. For purposes of evaluation and promotion, the research/creative activities conducted during the recall period may be included by the Faculty member for consideration in promotion applications. The tenure clock will stop at the time of the RIF and will resume upon recall.

The salary of a reinstated Faculty member shall be adjusted to reflect non-discretionary increases to which the Faculty member would have been entitled if not for the RIF. Upon reinstatement, the Faculty member shall be credited with any accrued non-payable sick leave which the Faculty member had accrued as of the effective date of the RIF.

Section 21.11. Reemployment. A Faculty member who has been RIF'd and who accepts reemployment in a University position shall, upon reemployment, 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.

Section 21.12. Insurance/SURS. A Faculty member who is laid off shall have access to benefits from the State Universities Retirement System and Central Management System according to governing statutes in the State of Illinois.

**ARTICLE 22**  
**GENERAL PROVISIONS**

Section 22.01. Access to Personnel Records. Access to a Faculty member's personnel records shall be made in accordance with the Illinois Personnel Record Review Act (820 ILCS 40/). The University shall keep and maintain one official personnel record for a Faculty member. Official negative action cannot be taken against a Faculty member without supporting documentation.

Section 22.02. Outside Employment. Conditions for outside employment for Faculty shall be in accordance with the Illinois University Faculty Research and Consulting Act (110 ILCS 100/), and Faculty shall comply with the applicable application and reporting procedures.

Section 22.03. Non-Discrimination. In accordance with applicable state and federal laws and regulations protecting individuals against unlawful discrimination, the University 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.

Complaints involving discrimination or sexual harassment shall be reported to the Office of Equal Opportunity, Access, and Title IX Coordination and shall not be subject to the grievance procedure of this Agreement.

Section 22.04. Safety and Health. The University shall comply with applicable federal or state health and safety statutes. The Faculty shall comply with all applicable University policies, rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health. Within the confines of the law, Faculty may protect themselves and their students from bodily harm from an intruder without fear of discipline.

Section 22.05. Mandatory Trainings. Faculty shall complete all mandatory training by the stipulated deadlines. Examples of such include, but are not limited to, annual ethics training and sexual harassment prevention training.

Section 22.06. Appointment of an Interim Chancellor or Interim Provost and Vice Chancellor for Academic Affairs. When the positions of Chancellor and/or Provost and Vice Chancellor for Academic Affairs need to be 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 interim positions.

Section 22.07. Travel. Based on the availability of funds, the University agrees to continue the practice of facilitating Faculty travel.

Section 22.08. Faculty Offices. Except during periods of construction or renovation, the University shall provide Faculty with an appropriately appointed individual office.

For faculty performing laboratory or studio-based teaching and/or research, the University shall provide Faculty with access to adequate laboratory or studio space.

Section 22.09. Department Support. Each College/School shall provide office support personnel and Department support line budgets.

Section 22.10. Classrooms. The University shall provide safe classrooms appropriately equipped for the discipline.

Section 22.11. Vacated Faculty Lines. Upon prior approval by the Provost and Vice-Chancellor for Academic Affairs, the respective Dean may allocate faculty lines to Departments. Each School/College shall establish a process in the Operating Papers through which Departments may request the allocation of a faculty line. If a Faculty line within a Department is vacated during the Faculty member's probationary period, the Department will typically get to fill that line again subject to current evidence of ongoing need. If a Faculty line within a Department is vacated after the individual is tenured, the Department shall have an opportunity to make the case for the ongoing need of a replacement.

## ARTICLE 23

### INTELLECTUAL PROPERTY, COPYRIGHTS, AND PATENTS

Section 23.01. Intellectual Property rights shall be governed by the Board's Intellectual Property Policy (IPP), adopted at its July 14, 2016 meeting except as provided in this Article 23:

- a. Section I.B. of the SIU IPP is hereby deleted in its entirety and replaced with the following:

“B. Copyrightable Material:

- i. Subject to the exceptions listed in (ii) below, faculty shall retain copyright ownership in all Traditional Academic Copyrightable Works. “Traditional Academic Copyrightable Works” include, but are not limited to, syllabi, course content, textbooks, models, study guides, lab manuals, lesson plans and notes, multi-media programs, class activities and assignments, assessments, techniques and instruments, course exercises, tests, and answers to tests; scholarly articles including journal articles, white papers, grant proposals, reviews; creative works in the fine and performing arts, including paintings, sculptures, and musical compositions and recordings, in any form or medium now known or hereafter known, developed by faculty in the regular course of their teaching duties using resources ordinarily available to faculty members.
- ii. The faculty shall assign, and hereby do assign to the Board, all ownership rights to the following copyrightable works:
  1. Copyrightable material produced under a specific written contract with the Board; or
  2. Works created as a result of third party sponsored research or work-for-hire contract and are required to be assigned to a third party pursuant to the terms of the contract; or
  3. Works created as a specific requirement of employment or as an assigned duty that may be specified in a written job description or employment agreement; or
  4. Copyrightable works that also qualify for patent protection under patent laws, unless the Board elects not to file a patent application; or
  5. Works created using Substantial University Resources. “Substantial University Resources” means resources above and beyond, or in addition to, University resources usually and customarily provided to individual Faculty members to perform their normal employment responsibilities. For avoidance of doubt, Substantial University Resources do not include: academic year salary and benefits, salary received on sabbatical, office space, library resources, regular laboratories/studios or instrumentation usually and customarily provided to individual Faculty members in the discipline, personal computers and the university's computer infrastructure, normal use of secretarial support staff and supplies, or use

of instructional support awards that are provided in the normal process for curricular or pedagogical improvement.”

6. Authorship shall be clearly indicated in any use of such work.

iii. During the term of employment with the University and for a period of three (3) years after the termination date of employment, the authors of a Traditional Academic Copyrightable Work shall grant to the Board a, royalty-free, non-exclusive, right and license to use, reproduce, copy, perform, modify and create derivatives of such works, for all traditional, customary or reasonable academic or research purposes at the University. During the term of employment with the University, Authors of Traditional Copyrightable Works agree to respond to reasonable and non-burdensome University requests related to the use of such works and to cooperate with the University in executing any and all written documents as are reasonably requested by the university to effectuate the foregoing licenses to the university. Authorship shall be clearly indicated in any use of such work, even when such work is used in University-wide courses and seminars.”

b. Section VI. of the SIU IPP, Income Distribution, is hereby deleted in its entirety and replaced with the following:

“If revenue is received by the Board from any innovations owned by the Board, all costs of procuring, developing, and administering intellectual property rights in such innovations, as well as costs for license agreement(s) and consulting services associated with those rights, shall first be paid from revenue received. Such costs may also include substantial undertakings by the Office of Technology Transfer (OTT) such as drafting patent applications and are subject to a fee schedule as outlined in Section VII of the SIU IPP. All revenue in excess of such expenses shall be distributed amongst the creator(s) and SIUE. The creator(s) shall receive 49% and SIUE shall receive 51%.”

c. Section IX of the SIU IPP is hereby deleted in its entirety and replaced with the following:

“Grievances arising out of the application of the SIU IPP and amendments in this Article shall be filed in writing and resolved through the process provided in Article 17 (Grievance) of the Collective Bargaining Agreement between the Board of Trustees of Southern Illinois University and the SIUE Faculty Association.”

d. Section X of the SIU IPP is hereby deleted in its entirety and replaced with the following:

“Any amendment to this Policy shall be subject to the terms of the Agreement Between The Board of Trustees of Southern Illinois University Governing Southern Illinois University Edwardsville and The SIUE Faculty Association and developed in consultation with an IP Policy Advisory Group that shall be comprised of the Director of the Office of Technology Transfer and the Senior Research Administrators, two faculty representatives (who shall have had at least one invention disclosure on file with the OTT or have generated copyrightable material) from each SIU Entity as appointed by the Senior Research Administrators, and a representative of the SIUE Faculty Association



chosen by the SIUE-FA. The Board shall have the ultimate authority to approve any amendment proposed by the IP Policy Advisory Group.”

Section 23.02. Any amendment to the SIU IPP that has impact on sections explicitly addressed in this Agreement shall require a review by the SIUE-FA President or designee.

## ARTICLE 24 SABBATICAL

Preamble: The Board of Trustees' policies provide that a sabbatical for faculty shall be granted only on the basis of an approved plan designed to improve the professional performance of the applicant and benefit the institution. The following article outlines the expectations and process for a sabbatical for members of the Faculty Association at Southern Illinois University Edwardsville.

### Section 24.01. Intent of a Sabbatical

The intent of a sabbatical at Southern Illinois University Edwardsville is to promote scholarly endeavors of faculty in order to ultimately benefit the students, faculty, and the University. Sabbaticals shall be granted for purposes of (1) research or creative activity that will enhance the faculty member's academic and professional stature within their discipline and contribute to the academic reputation of the University, and (2) scholarly study to advance knowledge in the discipline or other areas of professional expertise. Sabbaticals are an opportunity for faculty to engage 100 percent of their assigned effort in a significant project (i.e., a scholarly or creative endeavor that typically could not be accomplished under the workload of a normal academic year). Sabbaticals should result in scholarly or creative products consistent with the professional standards of the faculty member's academic discipline. Sabbaticals are a privilege granted to eligible faculty as a means to value and enhance their contributions and are ultimately an investment in excellence at the University.

Advanced training not closely tied to ongoing research and discipline-specific professional development should be handled through other types of leaves.

### Section 24.02. Eligibility for Sabbatical

A continuing faculty member shall become eligible to take a full sabbatical that will begin at the end of not less than six years of full-time service from the initial date of full-time appointment or six years of full-time appointment from the terminal date of a previous sabbatical. With the exception of faculty time paid through an external grant, all time spent on unpaid leave of absence shall be excluded in determining years of service. A full sabbatical may be granted for a maximum period of six months at one hundred percent of salary or for twelve months at fifty percent of salary.

A continuing faculty member shall become eligible to take a partial sabbatical that will begin at the end of not less than three years of full-time service from the initial date of full-time appointment or three years of full-time appointment from the terminal date of a previous sabbatical. With the exception of faculty time paid through an external grant, all time spent on unpaid leave of absence shall be excluded in determining years of service. Partial sabbatical may be granted for a maximum period of six months at fifty percent of salary.

See Section 24.08.i "Allotment Formulas" for more detail on duration and compensation during a sabbatical.

### Section 24.03. Funding of Sabbaticals

Funds shall not ordinarily be provided for replacement of a person on sabbatical. The Dean or Director shall include a statement regarding the programmatic and budgetary feasibility of every application for sabbatical.

#### Section 24.04. Deferment of Sabbatical

When a sabbatical request has been approved on its merit but deferred in the interest of the Department, College/School, or University, eligibility for the first leave shall be retained and the time interval to establish eligibility for a subsequent sabbatical shall be counted as if the sabbatical had been granted, except that no person shall receive a full sabbatical more often than once in five years. Approval for such deferment must have the concurrence of the Department Chair, the College/School Dean, and the Provost. Deferments should be limited to no more than twelve months unless special conditions exist as agreed to by the Faculty member, Chair, Dean, and Provost. If sabbaticals are taken after more than a year's deferment, updated materials need to be provided. Substantial changes are subject to review.

#### Section 24.05. Financial Assistance

A recipient of a sabbatical may receive financial assistance from sources other than the University, provided that specific arrangements have received administrative approval. Sources other than the University shall for the purposes of this paragraph include externally funded grants, contracts, and fellowships awarded to the University for support of the plan of the recipient's sabbatical. However, during the period of sabbatical a faculty member shall not engage in salaried work for another employer unless such arrangement has received prior approval of the Provost and the Chancellor, through submission of the form titled "Approval Request for Non-University Employment by Full-Time Faculty".

#### Section 24.06. Other

Vacation entitlement shall not accrue during the period of sabbatical except that a faculty member already appointed to an assignment that accrues vacation benefits shall routinely accrue vacation entitlement during a sabbatical.

At the end of the sabbatical period, a faculty member who has been granted a sabbatical must recognize an obligation to return to the University and remain in full-time service for a time at least equal to that of the sabbatical.

#### Section 24.07. Criteria for Evaluation of Sabbatical Requests

In evaluating sabbatical applications, reviewers shall consider:

- a. Evidence that the project is a scholarly endeavor that will enhance the faculty member's academic and professional stature within their discipline and contribute to the academic reputation of the University;
- b. Evidence of preparation and planning;
  - i. Faculty should construct their proposals to ensure all legal aspects of the project are considered. This includes (without limitation) any permits and/or permissions necessary to conduct research with animals and/or human subjects; requisite approvals for compliance with export control laws; documents and permissions associated with travel outside of the United States (including Clery Act compliance); documents and permissions associated with external funding or contracts; etc.
- c. Evidence of professional qualifications necessary to carry out the project;
- d. A discussion of the probability of successful completion of the project;

- e. An explanation of why sabbatical is necessary for the project;
- f. An explanation of the expected sabbatical outcomes and a rationale for why these outcomes make the project significant. Outcomes would typically include peer-reviewed products.

#### Section 24.08 Procedures for Administration of the Sabbatical

- a. The Office of the Provost shall distribute to the Colleges/Schools a list detailing the total number of sabbaticals available in the upcoming academic year no later than August 31.
- b. Faculty intending to apply for a sabbatical shall file a letter of intent with the Department Chair or Unit Director by September 1 prior to the academic year of the sabbatical.
- c. Sabbatical applications are due in the Office of the Provost no later than November 1. Prior to this date, applications shall be reviewed by departmental or unit committees, departmental chairs or unit directors, and College/School Dean. In addition, if colleges/schools have a College/School-level committee charged with reviewing sabbatical applications for merit, these committees may continue to review such applications. Each College/School shall set its own internal due dates for College/School level review.
- d. Review of Application by Departmental Committee
  - i. The sabbatical application shall be reviewed and evaluated by a review committee within the Department, preferably consisting of faculty colleagues within the same academic discipline, prior to submitting the proposal to the Department Chair, Dean and Provost.
  - ii. Each Department or unit shall be free to create a review committee in a manner consistent with its operating papers.
  - iii. The Department review committee has the responsibility to review the sabbatical application using the criteria listed above to make a determination whether or not the proposal is scholarly, practical, with professional merit, and will enhance the faculty member's academic and professional stature within their discipline and contribute to the academic reputation of the University. If the committee deems a sabbatical application to be unsatisfactory, the applicant shall be given an opportunity to revise the proposal based on written feedback from the committee members and resubmit it to the committee. This review process should occur expeditiously in the context of the dates specified for submitting an application.
  - iv. If the committee deems the resubmitted proposal to be unsatisfactory, then the application does not move forward. The faculty member will be eligible to submit another application the following academic year.
- e. Review of Application by Department Chair or Unit Director
 

Separate from the deliberations of the Department Committee, the Chair shall also make a determination whether or not the proposal is scholarly, practical, with professional merit, and will enhance the faculty member's academic and professional stature within their discipline and contribute to the academic reputation of the University. In their written statement to the Dean, the Chair shall also describe in detail how the

responsibilities of the applicant would be met during the leave. The statement shall include courses normally taught, independent study and graduate research for which the faculty member is responsible, and significant committee assignments, and how these will be covered in the faculty's absence. To the best of their knowledge, and using due diligence to be fully informed, the Chair shall work to ensure that the faculty member's proposal complies with all University, state and federal regulations.

- i. If the Department Chair deems a sabbatical application to be unsatisfactory, the applicant shall be given an opportunity to revise the proposal based on written feedback and shall resubmit it to the Department Committee.
  - ii. The Department Committee will evaluate the revised sabbatical application to determine whether or not the concerns raised by the Chair have been adequately addressed or not by the applicant.
  - iii. If the Department Committee approves the revisions as adequately addressing the concerns, the Chair shall endorse the committee's determination and forward the sabbatical application to the Dean. If the Department Committee does not approve the revisions as adequately addressing the concerns raised by the Chair, then the application does not move forward. The applicant will be eligible to submit another application the following academic year.
  - iv. This review process should occur expeditiously in the context of the dates specified for submitting an application.
  - v. If a Department Chair is applying for a sabbatical, their application shall be reviewed by the Department Committee as described in Section d, above. At the conclusion of the Department Committee's review, that Committee shall designate either an additional tenured member of the Department or a Chair from another department within the College/School, to perform the "Chair" review for this application.
- f. Review of College/School Committee

Each respective College/School Committee may conduct a review of sabbatical applications if called for in Operating Papers.

If the College/School Committee deems a sabbatical application to be unsatisfactory, the applicant shall be given an opportunity to revise the proposal based on written feedback from committee and resubmit it to the Departmental committee, Chair, and College/School committee. This review should occur expeditiously in the context of the dates specified for submitting an application. Once approved by the committee, the application shall be forwarded to the Dean.

- g. Review of Application by Dean

The Dean shall review and evaluate the ability of each Department to sustain their respective activities while faculty members are on sabbatical and shall include a statement regarding the programmatic and budgetary feasibility of every application. To the best of their knowledge, and using due diligence to be fully informed, the Dean shall work to ensure that the faculty member's proposal complies with all University, state and federal regulations.

If the Dean deems a sabbatical application to be unsatisfactory, the applicant shall be given an opportunity to revise the proposal based on written feedback from the Dean and resubmit it to the Department Committee, Chair, College/School Committee (if applicable) and Dean. This review should occur expeditiously in the context of the dates specified for submitting an application.

After approval by the Department Committee, Chair, College/School Committee (if applicable) and Dean, the Dean will forward the sabbatical applications to the Provost. In cases where the approved applications for sabbatical exceed the number of allotted sabbaticals for a particular school or college, applications shall be ranked by a committee formed by faculty members from that College/School.

h. Review of Application by Provost and Chancellor

The Provost and Vice Chancellor for Academic Affairs will review all applications for sabbaticals submitted by deans and directors, notify the respective Dean or Director about their recommendation concerning each application, and forward their favorable recommendations to the Chancellor.

The Chancellor will review applications recommended by the Provost and submit their recommendations to the President and to the Board of Trustees, which makes the final sabbatical award decision.

i. Allotment Formulas

The Dean of the College/School shall adopt one of the following two methods for awarding full sabbaticals. Once adopted by a unit, the method applies to all sabbaticals granted within the unit. A College/School which wishes to adopt option “ii.” must develop and receive the Provost’s approval of a plan to fund the option proposed.

- i. Faculty shall be granted four and one-half months of sabbatical at one hundred percent of salary, or twelve months of sabbatical at fifty percent of salary. A maximum of 13% of the total number of continuing and tenured faculty of that College/School may be on sabbatical in the same year.
- ii. Faculty shall be granted six months of sabbatical (one semester and the 1.5 summer months immediately preceding or following the semester of sabbatical) at one hundred percent of salary, or twelve months of sabbatical at fifty percent of salary. A maximum of 10% of the continuing and tenured faculty of that College/School may be on sabbatical in the same year. For faculty with 9-month appointments, money for this option shall be provided by the College/School and not by the summer budget money provided by the Office of the Provost.
- iii. A partial sabbatical could be accommodated within these provisions as well.

Section 24.09. Sabbatical Application Guidelines

The faculty member’s complete application packet for sabbatical must be accompanied by the official University form titled “Application for Sabbatical.”

Please respond to the following on separate sheets.

a. Previous Sabbatical Activity

- i. Give the dates of all previous sabbaticals at Southern Illinois University Edwardsville and describe the primary focus and results of each leave. Attach copies of approved written reports from all previous sabbaticals. If previous reports are unavailable, at a minimum, the most recent approved sabbatical report shall be attached to the application.
- b. Procedures for the Sabbatical Work (approximately 1,000 words)
  - i. Describe the activities or work which you expect to undertake during this proposed sabbatical. This should include an explanation of the project's significance to you and of its possible role in the furtherance of knowledge in your field. You should also include a timetable for your work. The description should help the reviewers to understand the relation of the proposed activities to your career in departmental, University, disciplinary, and other appropriate contexts. In preparing this section, please address the items outlined in the "evaluation criteria" for sabbatical.
  - ii. If the requested sabbatical is for the preparation of written work, please attach an outline.
  - iii. Describe where you will work during the sabbatical and justify the location. Identify any institutions, agencies, or persons with which (or whom) you will work.
  - iv. Have you applied, or will you apply, to any external agency or group for funding for your work while you are on sabbatical? If so, please identify the agency and the status of the funding. If you have received funding, how will such funding support your sabbatical endeavors?
  - v. An applicant for sabbatical is responsible for securing all requisite approvals prior to beginning their sabbatical if the intended sabbatical-leave activity involves animal or human subject research, travel outside of the United States, working with foreign nationals, or other activities that require prior approval. To the extent possible, these approvals should be obtained prior to applying for sabbatical and evidence of compliance included in the application.

When it is not possible to obtain the requisite approvals prior to applying for a sabbatical, the applicant is responsible for obtaining these approvals prior to the beginning of the sabbatical period and communicating these approvals to the Chair, Dean, and Provost prior to initiating the leave. Failure to obtain the requisite approvals will result in the inability to begin a sabbatical, or the necessity to modify the sabbatical request in accordance with Section 24.10.a., below.

- c. Anticipated Sabbatical Results
  - i. List the anticipated results of the creative activity, research, or investigation you plan to undertake during the requested sabbatical.
  - ii. Describe the significance of the anticipated results for the University, for the discipline, and for you.
  - iii. What criteria can the University and you use in determining whether your sabbatical was successful? Specific outcomes must be identified.
- d. An up-to-date vitae must be attached to the application.

#### Section 24.10. Changes to Sabbatical Requests

a. Changes to Sabbatical Application Prior to the Start of Leave

Any changes to an approved sabbatical request shall be provided in writing and approved by the same process that approved the initial sabbatical request. When possible, the committee that approves the changed proposal must be identical in membership to that which approved the original request. Endorsement by the Department Committee should be regarding whether the new proposal is scholarly, practical, with professional merit, and will enhance the faculty member's academic and professional stature within their discipline and contribute to the academic reputation of the University. Requests for change should be submitted for expeditious approval.

b. Changes to Anticipated Sabbatical Outcomes during the Sabbatical

If the expected sabbatical outcomes described in the application and approved for sabbatical change during the course of the sabbatical, the faculty member must submit in writing a set of revised, expected sabbatical outcomes. These revisions will be evaluated by the Department review committee which will work with the faculty member to establish new, revised outcomes subject to the Dean's approval. These revised outcomes will become the new benchmark by which the success of the sabbatical will be measured.

Typically, such revisions shall be submitted for approval within the first third of the sabbatical period.

#### Section 24.11. Post-Sabbatical Report Guidelines and University Presentation

a. After the completion of an approved sabbatical, faculty must submit a written report listing the outcomes associated with the approved project for evaluation by the Department Committee, the Department Chair, Dean and Provost. At every level, the written sabbatical report shall be reviewed as either substantially meeting or not substantially meeting the expected outcomes.

i. For spring or summer sabbaticals (including year-long leaves ending in the spring or summer), the faculty member's written sabbatical report shall be submitted to the departments by October 31. The reports shall be reviewed by the Department Committee, the Department Chair and the College/School Dean and forwarded to the Provost by December 15. The College/School shall set their deadlines to receive the sabbatical reports from the Department.

ii. For fall sabbaticals (including year-long leaves ending in the fall), the faculty member's written sabbatical report shall be submitted to the departments by March 31. The reports shall be reviewed by the Department Committee, the Department Chair and the College/School Dean and forwarded to the Provost by May 15. The College/School shall set their deadlines to receive the sabbatical reports from the Department.

iii. If reviewers at any level judge that a faculty member has substantially met their expected outcomes, but that the written report requires further development, they may send the report back to the faculty member for revisions. The faculty member shall revise the report and resubmit it to the reviewer who requested the changes. Once the revisions are approved, the report is moved to the next level of review.



- iv. The consequences of not substantially meeting the expected outcomes following a sabbatical shall be that the faculty member is ineligible to submit a future sabbatical proposal until the faculty member achieves or produces an outcome acceptable to their Department or academic program, the Dean, and the Provost. The timeframe for eligibility of a future sabbatical will not begin until a satisfactory product has been completed from a previous sabbatical. The Provost must also be notified of such cases.
- b. In addition to the written report, within the fall or spring semester following the completion of an approved sabbatical, faculty must give or display a professional presentation to the University regarding the outcomes associated with the approved project.

**ARTICLE 25**  
**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 constitute the complete and entire agreement between the Parties.

## **ARTICLE 26**

### **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.

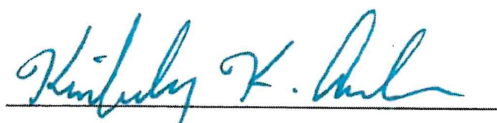
**ARTICLE 27**  
**TERM OF AGREEMENT**

This Agreement shall be in effect as of July 1, 2018, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2022. This Agreement shall automatically be renewed from year to year until the parties reach a final agreement.

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, 2022, or the anniversary date of a subsequent year as set forth in the preceding paragraph.


Signed and agreed to this 15<sup>th</sup> day of August, 2019.

**SIUE FACULTY ASSOCIATION,  
IEA-NEA**

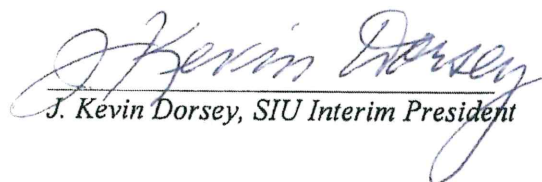


*Kimberly K. Archer, President*

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*Randall Pembroke, SIUE Chancellor*



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