NCA Self Study

Criterion 2 Documents

Eastern Illinois University *Year* 2012

Unit A UPI Agreement

NCA Self-Study Committee

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2012-2016 EIU-UPI UNIT A AGREEMENT

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PREAMBLE

In a spirit of goodwill, the Board of Trustees of Eastern Illinois University and the University Professionals of Illinois agree to promote the quality and effectiveness of education at Eastern Illinois University, and to promote high standards of academic excellence in all phases of instruction, research, and service. The Board and the Union recognize that mutual benefits are to be derived from improvement of Eastern Illinois University, and that participation of employees in the formulation of policies under which they provide their services is educationally sound. The Board and the Union further recognize that an effective and harmonious working relationship will facilitate achievement of common interests and shared goals and will provide an environment conducive to achieving the stated mission of the University.

The Board of Trustees affirms that academic freedom shall not be abridged and joins the numerous other organizations that have endorsed this principle. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom of learning. Academic freedom as it relates to research and creative activity is fundamental to the pursuit of truth and the advancement of knowledge. The right of the faculty member to academic freedom carries with it correlative obligations and responsibilities.

When academic freedom issues arise, a consultation shall occur between the Provost and UPI President, and/or the issue will be discussed at the contractually mandated monthly meeting (see Article 2, Consultation Protocol).

This Preamble is a statement of commitment and is not subject to Article 19, Grievance Procedure.

DEFINITIONS

Performance by Designee	Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.
Titles or Headings or Placement	Any titles or headings in this *Agreement* are inserted solely for reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this *Agreement*.

Whenever Used in This *Agreement*

1. **Academic Term** shall mean a fall or spring semester.

2. **Academic Year** (AY) shall mean a fall/spring semester sequence.

3. **Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed in the *Higher Education Directory*.

4. **Adequate Cause** shall mean one or more acts or omissions which, singly or in the aggregate, have directly and substantially affected or impaired an employee's performance or fulfillment of her/his professional duties.

5. **Annually Contracted Faculty** shall mean a teacher or resource professional whose temporary employment obligation with the University does not include service or research/creative activity, and who is not eligible for tenure, and who is eligible for but not guaranteed re-employment. Eligibility for the bargaining unit is defined in Attachment A (I.) of the *Unit B Agreement*.

6. **Appropriate University Vice President** shall mean a University Vice President responsible for coordination and supervision of the University program or organizational unit in which an employee is primarily assigned.

7. **Board** shall mean the Board of Trustees of Eastern Illinois University created by "an Act to provide for the management, cooperation, control, and maintenance of the governing board for Eastern Illinois University." To the extent permitted by law, the term *Board* shall also refer to any successor agency of the Board of Trustees.

8. **Chapter Grievance Representative** shall mean the individual appointed by the Chapter President to assist and/or represent the grievant in the grievance process.

9. **Chapter President** shall mean the President of the Eastern Illinois University Chapter of the Union.

10. **Days** shall mean calendar days unless otherwise specified.

11. **Day's Pay** shall mean 1/22 of an employee's monthly salary

12. **Department** shall mean the smallest administrative unit to which an employee is assigned, in which evaluation occurs, and where tenure is granted. [In instances where this unit is called a school, for purposes of this contract, the word *department* applies.]

13. **Department Chair** shall mean the person immediately responsible for management of the University department in which an employee is primarily employed.

14. **Distance Education** see Technology-delivered course.

15. **Educational Contract** shall mean a contract through which the University provides a conference, course, or other Continuing Education offering at the request of, and in coordination with, a governmental unit, community organization, or private business.

16. **Employee or Faculty Member** shall mean a member of Bargaining Unit A described in Appendix A.

17. **Employment Year** shall mean continuous EIU Unit A employment and shall determine time of notification for retention and eligibility for sabbaticals and Leave Without Salary.

18. **Local Grievance Representative** shall mean the person appointed by the Local Union President to assist and/or represent the grievant in the grievance process.

19. **Major Fraction** shall mean any fraction of one half or higher.

20. **Member of the Immediate Family** shall mean the employee's husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, or child, or member of the immediate household.

21. **Notice** shall mean written notification or communication, letter, memorandum, or fax. E-mail shall not be considered written notice.

22. **Probationary Year** shall designate the accumulated integral number of years of eligibility toward tenure and shall determine the evaluation criteria to be met and the year in which application for tenure must occur.

23. **Professional Degree** shall mean a law degree (J.D. or L.L.B.), doctor of medicine (M.D.), or doctor of veterinary medicine (D.V.M.).

24. **Reassignment** shall mean the assignment of duties to an employee outside of the designated department/unit in which that employee's appointment is formally located.

25. **Relative** shall mean the employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, first cousin, grandchild, or member of the immediate household.

26. **Resource Professionals** shall mean librarians, counselors, and learning service staff with faculty status.

27. **State Universities Retirement System** shall mean the retirement system established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such employees" approved on July 21, 1941, as amended.

28. **Summer Session** shall mean the officially established instructional time period between the spring and fall semesters.

29. **Technology-delivered Course** shall mean a course section that is designed and scheduled by the University to use technology as the exclusive or predominant mode of instruction and faculty-student interaction.

30. **Terminal Degree** shall mean a doctoral degree, MFA degree, or the MLS degree with an additional master's degree. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent.

31. **Transfer** shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.

32. **Union** shall mean the University Professionals of Illinois, Local #4100, an affiliate of the IFT, AFT, and AFL-CIO.

33. **Union President** shall mean the President of Local #4100.

34. **University** shall mean Eastern Illinois University.

35. **University Grievance Officer** shall mean the individual(s) assigned by the University to hear Union Grievances.

36. **University President** shall mean the chief academic and administrative officer of the University.

37. **Vacancy** shall mean an unassigned position the University decides to fill.

38. **Working Day** shall mean a Monday through Friday during which classes are scheduled at the Charleston campus.

ARTICLE 1

RECOGNITION

1.1 Pursuant to the November 3, 1976, certification of the Illinois Office of Collective Bargaining, a copy of which is attached hereto as Appendix A, the Board recognizes the Union as the exclusive bargaining agent for academic employees in the bargaining unit described in the certification.

1.2 During the term of this *Agreement*, no employee in the Bargaining Unit A as described in Appendix A shall be reassigned to employment in a position outside of the bargaining unit without her/his consent.

1.3 When the University creates a new academic employee classification or adds an additional position to an existing classification, the University will notify the Union of the title of the classification and the duties of the classification within three months of appointment. At the request of the Chapter President, the University President will schedule a meeting(s) to discuss whether the classification should be included in the bargaining unit. If necessary, final determination of the appropriate placement of the classification will be made according to the procedures of the Illinois Educational Labor Relations Board.

1.4 Nothing contained in this *Agreement* shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives from meeting with any individual or organization to hear views on any matter. The specific and express terms of this *Agreement* shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

1.5 The University will provide the Union with a report within sixty calendar days after the beginning of each academic term on changes in status of positions in Bargaining Unit A including resignations, retirements, new hires, leave status, transfers, and reassignments.

ARTICLE 2

CONSULTATION PROTOCOL

Meetings between the University President and the Union Chapter President shall be held once each month or as the parties agree for the purpose of discussing matters pertinent to the administration of this *Agreement* or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons so invited. The meetings shall be held on a mutually agreeable date in a mutually agreeable location. Such meetings shall not constitute negotiations to alter any or all terms of this Agreement or be used for the purposes of negotiation or discussions of grievances being processed under the grievance procedures of this Agreement. A scheduled meeting may be re-scheduled at any time by agreement of both parties.

ARTICLE 3

NON-DISCRIMINATION

In accordance with applicable Federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of that employee's race, color, religion, sex, age, national origin, physical or mental disabilities, membership or nonmembership in the Union, political affiliation, sexual orientation, marital status, or veteran status. Complaints involving discrimination or sexual harassment shall be reported to the Office of Civil Rights and Diversity. Findings of the Office of Civil Rights and Diversity and action taken as a result shall be subject to the grievance process (Article 19).

ARTICLE 4

EMPLOYEE INFORMATION

4.1. a. Each employee shall receive an individual employment contract upon initial appointment. The initial contract or appointment letter shall specify the period of appointment; the type of appointment; the rank of the individual; the evaluating department; the probationary year; and the salary.

(1) Starting salary is negotiated between the University and the potential employee prior to the employee's entering the bargaining unit.

(2) Employees enter the bargaining unit upon commencing their assigned obligations, after accepting, in writing, an offer of employment from the University.

(3) Employees in their first employment year are not eligible for any salary increases negotiated for that contract year.

b. Subsequent to the initial individual employment contract, all employees shall receive an annual individual Employment Status Statement. The Employment Status Statement shall be sent to each employee within thirty work days after the beginning of a University's academic year or ratification of any successor agreement, whichever is later. The Employment Status Statement shall give notice of:

(1) the basic monthly salary of the employee for the academic year, including the salary increase components;

(2) the employee's status (e.g. probationary, including probationary year; tenured; terminal);

(3) the employee's rank;

(4) that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable collective bargaining agreement.

Any modifications in the employee's salary will be reflected in a revised statement which will be issued as soon as possible.

At least once each academic year the University shall notify employees of the location and means of access for information about earned leave accrual, including formulas and procedures for calculating pre- and post-January 1, 1984 and post-January 1, 1998 sick leave and annual leave benefits. The University shall provide written information about individual employee's accrued sick leave

and annual leave, if applicable, upon the employee's request to the Benefits Office.

c. Each employee is responsible for providing the Department Chair with a current address where notice is to be sent.

ARTICLE 5

LEAVE WITHOUT SALARY

5.1. An employee is eligible to apply for leave without salary twelve months after the date of her/his initial employment at the University. This requirement may be waived by the University President upon written request of the Provost and the applicant.

5.2. An application for leave without salary must be submitted to the employee's Department Chair at least three months prior to the starting date of the requested leave. The application must state the purpose and provide a written explanation of the need for the leave and the time period for which the leave is requested. The purposes for which a leave may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service. The three-month notification requirement may be waived by the University President upon written request of the applicant and approval by the Provost.

5.3. A leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within ten working days to an employee whose application for leave without salary has not been approved. If an employee believes an application for a leave without salary has been arbitrarily and capriciously denied, she/he may file a grievance under Article 19. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

5.4. The initial grant of a leave without salary may be for a period of up to twelve months. The leave may be extended upon the agreement of the University President for additional periods for a total leave not to exceed 36 consecutive months (three years) regardless of the percentage of the leave. Each extension may be for a period of up to twelve months.

5.5. Employees on a leave without salary are responsible for responding in a timely manner to communications from the Department Chair concerning assignment of duties for the term in which the employee will return to duties.

5.6. a. Ordinarily, fractional leaves (less than 100%) will be granted only to tenured faculty. Probationary faculty may apply for a fractional leave after completion of three probationary years of service and for the purpose of meeting the educational requirements for tenure.

b. In the case of fractional leaves of 25% or more granted for personal reasons to tenured faculty who have not attained the rank of professor, the time the person is employed during the period of the leave will count proportionately toward years in rank. The equivalent of eight months or more of full-time employment in any year will count as one year of service. Upon return from leave status, the employee will be placed in the appropriate year in rank and/or will be credited with the appropriate years of service for promotion.

c. The time of actual employment during a fractional leave shall be counted proportionately for purposes of determining eligibility for sabbatical leave or retraining leave. The equivalent of eight months or more of full-time employment in any year will count as one year of service. Upon return from leave status, the employee will be credited with the appropriate years of service.

5.7. The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the University President at least three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This extension date requirement may be waived by the University President upon written request of the applicant and approval by the Provost.

5.8. Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

5.9. While on leave without salary, an employee shall retain accrued sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.

5.10. An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

5.11. a. Time spent by an employee on a leave without salary shall not be credited for the purpose of determining eligibility for a sabbatical assignment.

b. Time spent by an employee on a leave without salary for personal reasons shall not be credited for the purpose of determining eligibility for promotion or professional advancement increase.

c. Time spent by an employee on a full-time leave without salary for the purpose of research, advanced study, professional development, or public service will be credited for the purpose of determining eligibility for tenure only if approved by the University President. Upon request, the President will provide a written explanation within ten working days to an employee whose request to credit the time spent on a leave without salary for the purpose of determining eligibility for tenure has been denied. If an employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 19. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious. An employee may elect not to credit such time for the purpose of determining eligibility for tenure. At the time of application, an employee must indicate in writing to the Provost whether the employee wishes time spent on a leave without salary to be credited for the purpose of determining eligibility for tenure. If an employee indicates in writing to the Provost before beginning leave without salary that the leave time is not to be credited for the purpose of determining eligibility for tenure, there shall be no retention evaluation of the employee during the period of the leave.

d. Time spent by an employee on leave without salary for the purpose of research, advanced study, professional development, or public service will be credited for the purpose of determining eligibility for promotion or professional advancement increase.

5.12. **Compulsory Leave**

a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the President shall inform the employee in writing of the basis for the President's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the President as to whether the employee (1) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the President. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the President concludes that the employee (1) presents a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) is unable to perform the duties required by the position of employment, the President shall place the employee on compulsory leave. The President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory leave, if any, which is not covered by earned leave credits shall be without pay.

c. After expiration of one-half of the compulsory leave period, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If after reviewing the opinion and other materials relevant to the employee's illness or injury the President concludes the employee is able to return to work, the employee may return to work at the beginning of the next academic term of the University.

d. If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University, and other materials relevant to the employee's illness or injury the President concludes an employee is unable to return to work at the end of a compulsory leave, the President may (1) extend the period of compulsory leave, or (2) request the employee's resignation or (3) if the University cannot reasonably accommodate the illness or injury, recommend termination in accordance with the procedures provided in Article 16. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 6

ASSIGNMENT OF DUTIES AND PROFESSIONAL OBLIGATIONS

6.1. The employment obligation of a tenured/tenure-track employee is composed of both assigned and unassigned duties and activities. An assigned duty or activity of an employee will be reflected on an assignment of duties form and will receive a credit unit value.

6.2. **Definition of Assigned Obligation**

a. The assigned obligation of teaching faculty shall be 18-24 credit units for the academic year. For each additional month of appointment beyond nine months, the assigned obligation of teaching faculty shall be three credit units outside the academic year. Any additional credit units generated by this specific appointment (such as class size or laboratory component) will be compensated as overload. Any additional credit units not directly related to this specific appointment (such as a departmental summer school appointment) will be compensated in accordance with Article 29.7.

b. Teaching assignments for probationary faculty shall be capped at 21 credit units per academic year during the probationary period. This maximum teaching assignment may be exceeded only if there is demonstrable program need or if requested by the faculty member. When program need is asserted, the reason(s) for such an assertion must be communicated to the affected employee in a timely fashion. If requested by the employee, the reason(s) must be in writing.

c. Probationary faculty shall be provided one semester of six or more credit units of reassigned time for non-instructional activity during a teaching faculty member's probationary period, assigned by the Department Chair during probationary year three, four or five, in consultation with the faculty member.

d. The assigned obligation of a resource professional shall be as follows:

Period of Appointment	Range
9 months	18 to 24 credit units
10 months	24 to 30 credit units
11 months	27 to 33 credit units
12 months	30 to 36 credit units

e. The obligation of an employee may be assigned in any combination of credit units within the ranges specified. If an employee is assigned duties for only part of a period of appointment, her/his assigned obligation shall be reduced in proportion to the period of appointment. If an employee is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.

f. The assigned obligation of an employee may be on campus, off campus, or some combination thereof.

6.3 Research/Creative Activity/Special Project Pool

a. In order to generate new learning, improve teaching, and contribute to its educational and public mission, the University will provide annually a pool of credit units for research/creative activity/ special project assignments (the pool) for tenured faculty equivalent to 3 credit units for ten (10) percent of the tenured faculty.

(1) The pool provided in Article 6.3.a is intended to supplement existing assigned and unassigned time for research and creative activity. Therefore, for the tenured faculty considered collectively, the average over the contract period of the annual number of CUs that are either unassigned or are assigned to research/creative activity, excluding the new pool, shall not fall below the number of such CUs in AY 2001-2002.

b. The Provost, in consultation with the UPI Chapter President, will establish an application process for tenured faculty to use to apply for reassigned time from the pool.

(1) Application for reassigned time from the pool must be made in the academic year prior to the reassignment.

(2) The Unit A faculty in each department shall have the opportunity, either directly or through representatives elected by them, to consider applications and make recommendations regarding assignment of reassigned time in accordance with the application process established by the Provost in Article 6.3.b. above.

(3) Reviews provided for in 6.3.c. shall be part of the review of applications for reassigned time from the pool.

c. The Provost, in consultation with the UPI Chapter President, will establish a process to review the outcomes of the use of reassigned time from the pool. The Unit A faculty in each department shall have the opportunity, either directly or through representatives elected by them, to participate in this review.

6.4. a. The Provost shall develop the forms to be used to record officially assigned duties and the timetable for distribution of credit unit guidelines for employees, the development of course schedules, and the official assignment of duties. The Provost will review the forms and timetable with the Union Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by October 15 unless otherwise agreed to by the Union President and the University President.

b. An employee may submit a proposal for an assignment for consideration by the employee's Department Chair. The proposal shall be written and shall be submitted by the date specified in the timetable described in Article 6.4.a. The proposal may include scheduling options, reassigned time, or assignment of specific duties. It may also be accompanied by requests submitted in accordance with published University procedures for resources related to specific activities in order to accomplish the proposed assignment.

c. An employee shall have an opportunity to discuss an assignment, including unofficial assignments reflected in preliminary course schedules, in advance of an official

assignment or any modification of an official assignment except where it is impossible to do so because of leave status or illness of an employee, unexpected staff changes, or changes necessitated by enrollment. If requested in writing by the employee at least one week prior to the issuance of written assignments by the Chair, a personal consultation will be held between the employee and the Chair. A reasonable effort will be made to provide an advance opportunity to discuss an official assignment or any modification of an official assignment to an employee who is away from campus on University business. The Department Chair shall develop the written assignment of duties and submit it to the appropriate Dean and Provost for approval.

d. (1) An employee shall receive her/his official written assignment of duties including any credit units to be awarded according to the timetable described in Article 6.4.a. or at the time of appointment, whichever is later.

(2) If applicable, an employee shall receive an official written assignment of duties for an appointment to perform duties and activities in a summer session not included in her/his period of appointment, including the credit units to be awarded, at least 15 days in advance of the assignment. Nothing shall prevent the University from continuing to offer classes for registration for which firm contracts have not been issued, provided that no more than 10 percent of the class sections in the initial summer schedule can be so offered. If these additional classes are actually held during a summer session, they will be staffed in accordance with department rotation lists, as provided in Article 6.9.

(3) An employee shall be given an opportunity to discuss any modification of the official written assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in credit units, as soon as possible.

e. If, during her/his period of appointment, a significant modification occurs in an employee's assigned primary duties, she/he may request a modification of her/his official assignment, or in the credit units awarded for such assigned primary duties.

6.5. **Credit Units and Credit Unit Equivalencies**

a. The University's current approved credit unit guidelines, including those for resource professionals, shall continue in effect for the duration of this Agreement unless the University and the Union agree to revise or replace them. Such revision or replacement shall require the agreement of the University and the Union to the extent that the Union has a right to bargain over changes in workload pursuant to the Illinois Educational Labor Relations Act.

b. (1) The Provost may assign employees to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, University service, supervision, public service, or service as a department student advisor.

(2) The Provost may adjust the credit unit value of courses or activities in which the contact hours and credit hours are not equivalent. The Provost may also adjust the credit unit value of courses or activities based on the number of students or

based on the location of the course or activity. Courses offered on an independent study or tutorial basis may be given a credit unit value lower than the number of credit hours, as specified in University credit unit guidelines.

(3) Credit units shall be specified by the Provost for activities assigned or adjustments made pursuant to this section. The credit unit value shall be counted toward fulfillment of the obligation specified in Article 6.2.

(4) The Provost may grant credit units for voluntary and elected University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Article 6.2.

(5) If, as part of the assigned obligation, an employee is assigned to work on an externally funded grant or contract, the employee may request the Provost to exclude such work from the employee's assigned obligation specified in Article 6.2. The Provost shall review each request for exclusion individually. If the work is not excluded, the Provost shall determine the value of such work in terms of credit units.

6.6. **Overload**

a. An employee may be requested to perform duties in excess of the top of the relevant credit unit range specified in Article 6.2. during the academic year or in excess of six credit units if she/he has a summer session appointment or in excess of nine total credit units if she/he has an extended contract (beyond the nine-month academic year) and a summer session appointment. Excess units under this section shall be compensated at the rate specified in Article 29.11. No involuntary overload shall be assigned. Overloads of more than six credit units per academic year will require the written approval of the appropriate Dean. No faculty member may carry an overload of more than nine credit units per academic year or four credit units during the summer session.

b. (1) If an employee is absent from her/his duties, another employee may be requested or assigned to perform the absent employee's duties. Except as specified in Section 6.6.b.(2) below, the assignment shall be without compensation.

(2) If the assignment is in excess of the top of the relevant credit unit range specified in Articles 6.2.a., 6.2.d., and 6.2.e., or in excess of six credit units in a summer session and if the assignment exceeds two weeks within a semester or the pro rata equivalent of two weeks within a summer appointment (exclusive of periods when classes are not in session in the case of a teaching faculty member), the employee shall receive compensation prorated for the period of assignment as specified in Article 29.11., beginning with the third week of the assignment.

6.7. **Scheduling of Assignments for Resource Professionals**

a. Assignments of scheduled activities for a resource professional shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the resource professional's total assignment of primary duties.

b. A resource professional may request her/his unit head to schedule the resource professional's assigned primary duties to permit participation in activities such as research/creative activity, professional development, or service. The unit head's approval shall be subject to the consideration of the effective operation of the department. The unit head's approval shall not be unreasonably withheld.

6.8. **Faculty Accessibility**

Faculty interaction with individual students, other faculty, and University staff is recognized as essential in a successful learning environment. To provide individual student access to faculty, each teaching faculty member shall maintain an on-campus schedule of at least four office hours per calendar week spread over at least three days or a schedule of at least five office hours per calendar week spread over at least two days during the academic year. During the summer session, each faculty member shall maintain an on-campus schedule of at least two office hours per week of the teaching assignment. These hours shall be scheduled to allow reasonable access and shall be posted. Each faculty member shall provide the Department Chair with a written schedule of her/his office hours. If necessary, and with reasonable notice, faculty are expected to be accessible to meet students, other faculty, and staff on days and times other than those of posted office hours and scheduled classes.

6.9. **Summer Session Appointments**

a. Each academic year, the Provost shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.

b. (1) Department employees who have approved University pre-retirement summer session assignments will receive summer session employment in accordance with Article 6.9.e. below. A department's rotation list will be used to determine which, if any, other department employees will be offered departmental summer session employment. Employees on terminal contracts are not eligible for summer session employment.

(2) Except for special program needs, department employees shall be given priority in the award of summer session employment. In determining summer session assignments for department employees, the Department Chair shall consider in the order listed:

i. program need;

ii. faculty who are to be assigned duties for the second summer session of an approved University pre-retirement summer session assignment;

iii. faculty who are to be assigned duties for the first summer session of an approved University pre-retirement summer session assignment;

iv. newly hired faculty immediately before and/or immediately after their first academic year of employment whose hiring agreement includes summer teaching;

v. the department's summer session rotation list provided that the Department Chair may give priority consideration for up to two consecutive summer sessions to a faculty member who develops or substantially reconfigures a course for the summer session

(3) A department rotation list shall ensure that tenured/tenure-track employees in the department have equitable access to departmental summer session employment, except as limited by Article 6.9.b.(4).

(4) Tenured/tenure-track employees shall be given priority over annually contracted employees in the awarding of summer session appointments. Summer courses may be offered to qualified Unit B faculty after a summer course has been offered in rotation to each Unit A faculty desiring a summer session assignment if program need permits. If additional summer courses still remain to be offered, then Unit A faculty will be offered a second course in accordance with the rotation list.

(5) All summer assignments, including online, continuing education, study abroad assignments, etc., shall be assigned according to the summer rotation list as described in 6.9.

c. The departmental rotation list for each summer will be revised by the Department Chair after the previous summer's teaching assignments are final, with employees who taught three credit units or more moving to the bottom of the departmental rotation list for the next summer. An employee who does not reach three credit units of teaching in a summer will maintain relative priority on the departmental rotation list until a total of three credit units is accumulated. It may take more than one summer to reach three credit units and move to the bottom of the rotation list.

d. Any employee entering the bargaining unit will be placed at the bottom of the rotation list for the first summer after entering. The tie breaker for employees entering the bargaining unit at the same time is as follows: Board appointment date will be the first tie breaker, with the person with the earliest Board appointment date having priority on the rotation list. If employees entering the bargaining unit at the same time have the same Board appointment date, then the last four digits in their social security numbers will determine placement on the rotation list from highest to lowest.

e. Summer administrative assignments are based solely on program need. Credit units for summer administrative assignments are treated in the same manner as summer teaching credit units in the derivation and application of the departmental rotation lists.

f. If an employee is not on University approved pre-retirement summer option and is offered a summer assignment but does not take it, the employee remains on the rotation

list in the same priority order for the next summer, but will not be offered another teaching assignment until the next summer (unless program need dictates a second offer).

g. If an employee withdraws from an accepted summer teaching assignment after 10 days prior to the target publication date for the summer class schedule as identified in the administrative calendar (except in an emergency), the employee will be moved to the bottom of the departmental summer rotation list as if the employee had carried out the summer teaching assignment. If the Chair determines that an emergency situation existed and the withdrawal could not be avoided, the employee will not lose his/her priority for teaching assignment in the next summer.

h. A copy of the approved department rotation list shall be provided to each department employee as specified in the University timetable. Each employee who does not desire a summer session assignment shall notify his/her Department Chair in writing by October 15.

i. University Pre-retirement Summer Session Assignments

(1) A faculty member may request a University pre-retirement summer session assignment that contains duties for the two summer sessions immediately following the request, with up to 6 credit units of the assignment per summer compensated in accordance with Article 29.7. To be eligible to apply for a University pre-retirement summer session assignment, the faculty member must have completed at least 15 academic years of service at the University in Unit A, must have an annual appointment at the University (in accordance with Article 6.2.a.) that does not exceed 10 months, must not be on retraining leave or leave without salary, must not have previously received an approved University pre-retirement summer session assignment, and must declare a firm retirement date. The firm retirement date must be made in writing to the Provost, with a copy to the Dean and Department Chair. The firm retirement date is only alterable with the approval of the Provost. To apply for a pre-retirement summer session assignment, the faculty member must submit, by October 15 in writing to the Department Chair and the Provost, a notice that he/she: (a) wants to receive a University pre-retirement summer session assignment; and (b) requests that his/her name be removed from his/her department's summer session rotation list. The Provost shall approve an eligible faculty member's request, in writing to the faculty member and the Department Chair, by November 15.

(2) Upon approval of a faculty member's request for a University pre-retirement summer session assignment, the faculty member's name shall be removed from his/her department's summer session rotation list. A faculty member is not eligible for his/her departmental rotation list for the two summer sessions covered by his/her University pre-retirement summer session assignment and for the two summer sessions immediately following his/her pre-retirement summer session assignment. After this period, if the faculty member is still employed in Unit A, the faculty member's name shall be added to the bottom of his/her department's summer session rotation list.

(3) An eligible faculty member who receives an approved University pre-retirement summer session assignment shall be assigned a total of up to six credit units of

summer session employment per summer for the two summer sessions immediately following the approval of the assignment. If six credit units of summer teaching are not available according to the provisions of Article 6.9., a pre-retirement summer session assignment shall not contain less than three credit units in any one summer session. The credit units generated by the assignment shall be in accordance with the University's approved credit unit guidelines (see Article 6.5).

(4) A faculty member who has a University pre-retirement summer session assignment may not have an annual appointment (as described in Article 6.2.a.) in excess of 10 months for the contractual years immediately preceding the summer terms covered by the faculty member's pre-retirement summer session assignment. A faculty member who has a University pre-retirement summer session assignment may not be on retraining leave or leave without salary for the contractual years immediately preceding the summer terms covered by the faculty member's pre-retirement summer session assignment. If after applying for a pre-retirement summer session assignment, a faculty member accepts an annual appointment in excess of 10 months, a retraining leave, or a leave without salary, then the faculty member forfeits the pre-retirement summer session assignment, and the faculty member's eligibility for a future pre-retirement summer session assignment and for his/her department's rotational summer session assignments shall be in accordance with the schedule and provisions of Article 6.9.i.(5).

(5) A faculty member who wishes to withdraw from a pre-retirement summer session assignment must so notify his/her Department Chair and the Provost in writing. The deadlines and penalties for withdrawing from a pre-retirement summer session assignment are as follows:

i. Prior to receipt of Provost's approval (no later than November 15): Application may be withdrawn without penalty.

ii. Up to January 31: The faculty member may petition the Provost in writing, providing reasons for the withdrawal, to have the assignment withdrawn without penalty. If the Provost approves the petition, the faculty member's name shall be returned to its place on his/her department's summer session rotation list. If the Provost does not approve the petition, the faculty member's name shall be returned to the bottom of his/her department's summer session rotation list. In either case, for the purpose of determining eligibility as provided in Article 6.9. i.(1), the faculty member shall be considered as having not previously received an approved pre-retirement summer session assignment.

iii. Up to 30 calendar days prior to the beginning of the first summer term covered by the assignment: The faculty member's name shall be added to the bottom of his/her department's summer session rotation list upon the Department Chair's receipt of the withdrawal notice. For the purpose of determining eligibility as provided in Article 6.9.i.(1), the faculty member shall be considered as having not previously received an approved University pre-retirement summer session assignment.

iv. Any time after 30 calendar days prior to the beginning of the first summer term covered by the assignment: The faculty member's eligibility for his/her department's rotational summer session assignments shall be in accordance with Article 6.9.i.(2), and the faculty member is not eligible to apply for another pre-retirement summer session assignment.

j. Except as provided in Article 6.2.d. an employee who receives a summer session assignment shall receive a firm contract for the appointment by no later than 15 calendar days prior to the date the appointment is to begin. An additional or an alternate assignment of equivalent credit units may be made in response to program needs. An employee who does not receive a firm contract as specified immediately above, my not displace another faculty member with a summer session assignment lower on the rotation list. Department chairs will endeavor to assign courses that are less likely to be cancelled due to low enrollment to an employee higher on the summer rotation list, unless otherwise requested by an employee.

6.10. The reasonableness of an official assignment or modification under Section 6.2., the specification of a credit unit value under Article 6.5.b., an assignment of excess duties under Article 6.6., or an assignment under Article 6.7., shall be subject to Article 19. The sole question to be decided in any such grievance shall be whether the assignment or specification was arbitrary or capricious.

6.11 Distance Education

a. Faculty members assigned to teach a technology-delivered course section will be provided reassigned time equal to at least half of the credit units for the assigned technology-delivered course section credit units if the assignment constitutes a new preparation for the faculty member or the first time the faculty member has been assigned to teach the course as a technology-delivered course section. In consideration of the faculty member's previous experience, or lack of experience, with distance education, the Chair may assign additional reassigned time up to the number of credit units for the assigned technology-delivered course section.

b. The University retains management rights to assign workload in accordance with the provisions of this *Agreement*, including technology-delivered course sections.

c. A faculty member's willingness to teach technology-delivered course sections shall be considered, but program need will be given higher priority.

d. The following provisions apply to the assignment of technology-delivered courses:

(1) No faculty member shall be assigned to teach a technology-delivered course section using technology with which she or he is unfamiliar without the opportunity to be trained in the effective use of those technologies prior to the actual teaching of the course section.

(2) A faculty member shall be assigned to teach a technology-delivered course section using new technologies at least 105 days prior to the date on which the

actual teaching of that course section is scheduled to begin, in order to provide the faculty member with adequate opportunity to prepare suitable materials.

e. Faculty members assigned to teach technology-delivered course sections will receive instructional, logistical, and technical support and be assured use of appropriate equipment in good working order provided that infrastructure and data system failures beyond the control of the University shall not be subject to Article 19, Grievance Procedure.

f. The University will not assign technology-delivered course sections in an arbitrary and capricious manner.

g. For an employee assigned to teach a technology-delivered course section, a credit unit increment of 0.5 credit units will be provided for technology-delivered courses of 3.0 credit units or less or a credit unit increment of 1.0 credit units for technology-delivered courses of more than 3.0 credit units. All other credit unit increments in the credit unit guidelines also apply to technology-delivered course sections.

6.12. **Outside Employment**

An employee's performance of professional obligations to the University as specified in Article 6.1. shall be given priority over any outside employment. An employee may identify herself/himself as representing the University in outside employment only when that representation is approved by the University. In the absence of this approval, an employee may not identify herself/himself as representing the University.

ARTICLE 7

PERSONNEL FILES

7.1. The University shall maintain one official personnel file in a central location for each employee of the University. The personnel file shall contain all written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 19 of this *Agreement* and other materials pertinent to the employee's professional activities. Anonymous individual comments shall not be placed in the personnel file.

7.2. All written evaluations contained in the personnel file shall be signed except summary statements of student evaluations.

7.3. Any materials placed in an employee's personnel file shall be date-stamped at the time of placement in the file. Any written evaluation that is part of an evaluation conducted under the provisions of Article 8 and that is presented during an evaluation of an employee must be placed in the personnel file prior to the next evaluation of the employee for retention, promotion, tenure, or professional advancement increase. If such written evaluation is presented after the next evaluation process has begun, it shall be destroyed and shall not be placed in the personnel file. Only items dated within the defined evaluation period may be considered during an evaluation for retention, tenure, promotion or professional advancement increase.

7.4. Except as hereinafter noted, an employee at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. An employee may not examine confidential materials submitted in connection with the employee's initial appointment.

7.5. An employee shall be notified when any material is placed in her/his personnel file. The employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of copying, an employee may obtain copies of any nonconfidential materials in the personnel file.

7.6. In accordance with University policies, including any records retention policy, an employee preserves the rights in 7.4. and 7.5., even after ending his/her employment with the University.

ARTICLE 8

EVALUATION AND EVALUATION CRITERIA

8.1. **Purpose of Evaluation**

a. The Board and the University are responsible for evaluating the performance of all employees. The purposes of evaluation are to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, and to improve employee performance. Additionally it shall provide a basis for the University President and the Board to make decisions, as appropriate, concerning retention, promotion, or tenure. An employee who has submitted a resignation or has received a terminal contract shall not be eligible to apply for retention, promotion, or tenure.

b. Evaluation of an employee's performance shall be based on consideration of the employee's professional responsibilities. Evaluations shall be done in accordance with the terms of this *Agreement*.

8.2. **Schedule for Personnel Actions**

Each academic year, the Provost shall prepare the Schedule for Personnel Action, which shall include the schedule of evaluation for retention, promotion, and tenure. A copy of the Schedule for Personnel Action shall be provided to each employee by October 15.

8.3. **Areas of Evaluation**

a. The degree of effectiveness of performance of each employee being considered for retention, promotion, or tenure will be evaluated in the areas of teaching/performance of primary duties, research/creative activity, and service. Teaching/performance of primary duties will be considered the most important of the three areas of evaluation.

b. Evaluation of an employee's teaching/ performance of primary duties will include consideration of the employee's effectiveness in her/his: execution of assigned responsibilities; command of the subject matter or discipline; oral English proficiency as mandated by Illinois statute; ability to organize, analyze, and present knowledge or material; ability to encourage and interest students in the learning process; and in student advisement, counseling, and direction of individual activities.

c. Evaluation of the effectiveness of an employee's research/creative activity will include consideration of: the quality and quantity of research/creative activity; contributions to the employee's discipline or field; extent and nature of national, state or local recognition of research/creative activity; extent and nature of participation in professional organizations.

d. Evaluation of the effectiveness of an employee's unit, college, University, community, or professional service will include consideration of: extent and nature of leadership; degree of participation; quality and length of service; extent and nature of national, state, or local

recognition of service; and the relationship of the service to the employee's assigned responsibilities and to the University.

8.4. **Levels of Evaluation**

a. During the evaluation process, each level of evaluation listed in Article 8.8.c shall rank the degree of effectiveness of an employee's teaching/performance of primary duties as (i) "superior," (ii) "highly effective," (iii) "satisfactory," or (iv) "unsatisfactory."

b. During the evaluation process, each level of evaluation listed in Article 8.8.c shall rank the degree of effectiveness of an employee's performance in the area of research/creative activity as (i) "superior," (ii) "significant," (iii) "satisfactory," or (iv) "unsatisfactory." If the employee being evaluated is in his/her first probationary year, the ranking of (v) "appropriate" is also available to the evaluator.

c. During the evaluation process, each level of evaluation listed in Article 8.8.c shall rank the degree of effectiveness of an employee's performance in the area of service as (i) "superior," (ii) "significant," (iii) "satisfactory," or (iv) "unsatisfactory." If the employee being evaluated is in his/her first probationary year, the ranking of (v) "appropriate" is also available to the evaluator.

8.5. **Evaluation Periods**

a. Retentions

The evaluation period for retention for employees in their first and second years of employment shall be the entire period of employment within Unit A. The evaluation period for retention for all other employees shall be the period beginning immediately after the conclusion of the employee's last evaluation period for retention.

b. Tenure

The evaluation period for tenure shall be the entire period of employment within Unit A, and the performance standards in Article 8.6 shall be used to determine whether an employee's performance has achieved and sustained the required degree of effectiveness by the end of the evaluation period.

c. Promotions

If the employee has received no promotion at the University, then the evaluation period for promotion shall be the period since his/her most recent appointment to a Unit A position at the University. Otherwise, the evaluation period for promotions shall be either the previous five years of employment within Unit A or the period since the beginning of the evaluation which resulted in the employee's promotion to his/her current rank at the University, whichever is shorter.

8.6. **Evaluation Criteria**

During the evaluation process, each level of evaluation listed in Article 8.8.c shall give either a positive or negative recommendation on the employee's application for retention, promotion, or tenure. The recommendation shall be positive if the evaluator's rankings of the employee's performance meet or exceed the following performance standards:

a. For retention in probationary year one: satisfactory progress in teaching/performance of primary duties, satisfactory progress in research/creative activity, and satisfactory progress in service during the entire evaluation period.

b. For retention in probationary year two: satisfactory teaching/performance of primary duties, satisfactory research/creative activity, and satisfactory service during the entire evaluation period.

c. For retention in probationary year three: highly effective teaching/performance of primary duties, satisfactory research/creative activity, and significant service during the entire evaluation period; or highly effective teaching/performance of primary duties, significant research/creative activity, and satisfactory service during the entire evaluation period.

d. For retention in probationary year four: highly effective teaching/performance of primary duties, satisfactory research/creative activity, and significant service during the entire evaluation period; or highly effective teaching/performance of primary duties, significant research/creative activity, and satisfactory service during the entire evaluation period.

e. For retention in probationary year five: superior teaching/performance of primary duties, significant research/creative activity, and significant service during the entire evaluation period.

f. For tenure: superior teaching/performance of primary duties, significant research/creative activity, and significant service achieved by probationary year five and sustained through the end of the evaluation period.

g. For promotion from Instructor to Assistant Professor: highly effective teaching/performance of primary duties, satisfactory research/creative activity, and satisfactory service during the entire evaluation period. In each evaluation area, the evaluation period shall be considered as a single aggregate viewed as a whole.

h. For promotion from Assistant Professor to Associate Professor for an untenured employee: superior teaching/performance of primary duties, significant research/creative activity, and significant service achieved by probationary year five and sustained through the end of the evaluation period.

i. For promotion from Assistant Professor to Associate Professor as a tenured employee: superior teaching/performance of primary duties, significant research/creative activity, and significant service during the entire evaluation period. In each evaluation area, the evaluation period shall be considered as a single aggregate viewed as a whole.

j. For promotion from Associate Professor to Professor: superior teaching/performance of primary duties, superior research/creative activity, and superior service during the entire evaluation period. In each evaluation area, the evaluation period shall be considered as a single aggregate viewed as a whole.

k. An eligible employee who applies for tenure on the basis of exceptional performance in accordance with Article 10.7 must meet the relevant evaluation criteria described in Article 8.6.f. In addition, the employee must show evidence of exceptional performance beyond that otherwise required in one of the three evaluation areas.

Summary of Required Levels of Evaluation

Action	Criteria To Be Met			Evaluation Period
	Teaching/Primary Duties	Research/Creative Activity	Service	
Retention				
Year 1	Satisfactory	Satisfactory	Satisfactory	1st day → Turning in Portfolio
Year 2	Satisfactory	Satisfactory	Satisfactory	1st day → Turning in Portfolio
Years 3 & 4	Highly Effective	Significant (Satisfactory)#	Satisfactory (Significant)#	Last Portfolio → Turning in Portfolio
Year 5	Superior	Significant	Significant	Last Portfolio → Turning in Portfolio
Tenure	Superior	Significant	Significant	1st day → Turning in Portfolio
Promotion				
Instructor → Assistant	Highly Effective+	Satisfactory+	Satisfactory+	1st day → Turning in Portfolio
Assistant → Associate (Untenured)	Superior	Significant	Significant	1st day → Turning in Portfolio
Assistant → Associate (Tenured)	Superior+	Significant+	Significant+	1st day → Turning in Portfolio
Associate → Full	Superior+	Superior+	Superior+	Last Promotion → Turning in Portfolio
Professional Advancement Increase	Superior+	Superior (Significant)*+	Significant (Superior)*+	Previous 5 Years → Turning in Portfolio

Notes:

† Evaluation rank to be chosen from the following:
Teaching/Performance of Primary Duties: Superior > Highly Effective > Satisfactory > Unsatisfactory
Research/Creative Activity: Superior > Significant > Satisfactory > Unsatisfactory
Service: Superior > Significant > Satisfactory > Unsatisfactory

The ranking of Appropriate is also available for evaluation of probationary year 1 for the categories of Research/Creative Activity and Service.

* Superior required in one of these categories, significant in the other.

Satisfactory required in one of these categories, significant required in the other.

+ Evaluation period considered as a single aggregate, viewed as a whole.

The above Table was derived from language in Article 8.6.a through Article 8.6.k, and is thus meant to serve as a summary. Any discrepancies or ambiguities between the above Table and Article 8.6 language shall be resolved by the language.

8.7. **Departmental Application of Criteria**

a. Each department shall have a statement of Departmental Application of Criteria, describing what materials and methods will be used in evaluating performance of employees eligible for retention, promotion, or tenure. The Departmental Application of Criteria will contain:

(1) categories of materials and activities appropriate for the department to use for the three areas of evaluation, including those relevant to distance education methods, and the relative importance of these materials and activities; and

(2) a general statement of the methods to be used for evaluation of teaching/performance of primary duties including classroom visitation by the Department Chair and peers; and also including the means by which any special concerns relevant to evaluation of teaching by means of distance-education methods are to be addressed; and

(3) a general statement of the methods to be used for evaluation of research/creative activity, and service; and

(4) the relative emphasis to be given to research/creative activity and service.

b. The current statements of Department Application of Criteria shall remain in effect for the duration of this *Agreement* or until a revised Department Application of Criteria is approved by the Provost. The Dean, Department Chair, or a majority of the Unit A department faculty may recommend in writing deletions, additions, or modifications of the statement of Department Application of Criteria. In this case, the department faculty shall meet and draft a revised statement of Department Application of Criteria. Failure to submit a revised Department Application of Criteria shall be deemed to be a recommendation to keep the current Department Application of Criteria. By no later than November 30, 2012, each department revising the statement of Department Application of Criteria shall submit a revised statement of Departmental Application of Criteria to the Department Chair for review and response. In each department, every employee whose performance will be measured by the statement of Departmental Application of Criteria shall be provided an opportunity to participate in the revision and review process, according to departmental policies and procedures (see Article 8.1.e of the Unit B agreement). The Department Chair will forward the revised statement of Departmental Application of Criteria to the Dean for her/his review and response with her/his recommendation by January 14, 2013. The Dean will forward the revised statement of

Departmental Application of Criteria to the Provost with her/his recommendation by February 28, 2013.

c. By no later than May 1, 2013, the Provost shall review any revised statements of Departmental Application of Criteria and shall notify the Dean, the Department Chair and the department employees in writing of her/his approval or disapproval. If the Provost does not approve the proposed revised statement of Departmental Application of Criteria either in whole or in part, he/she shall provide a written statement to the Dean and Department Chair of the basis for her/his disapproval with any suggested additions, deletions, or modifications of the revised statement. The Department Chair shall distribute the Provost's response to the department faculty. Nothing shall prevent the Provost from requiring common elements in all Department Application of Criteria as related to the performance of professional responsibilities

d. If the revised statement of Departmental Application of Criteria is not approved by May 1, 2013, the Provost, in consultation with the Union Chapter President, shall establish a revised statement of Departmental Application of Criteria for the department.

e. (1) If a Department Application of Criteria is revised , an employee subject to evaluation for retention, promotion, tenure, or professional advancement increase may choose to be evaluated under the provisions of the Departmental Application of Criteria in effect immediately prior to the revision.

(2) The provision in 8.7.e.(1) applies only to employees whose evaluation period commenced prior to the effective date of the approved revision. Probationary faculty who elect to be evaluated under the previous Departmental Application of Criteria for retention may continue under its provisions until their tenure evaluation.

(3) An employee who elects to be evaluated under the previous Departmental Application of Criteria must give notice to the chair, dean, and provost prior to October 1, 2013, provided the revised Departmental Application of Criteria is approved on or before September 1, 2013.

(4) An employee who elects to be evaluated under the revised Departmental Application of Criteria cannot later elect to be evaluated under the previous Departmental Application of Criteria. No employee may ever be evaluated under the Departmental Application of Criteria other than the current Departmental Application of Criteria or the Departmental Application of Criteria in effect before the most recent revision.

f. If final contract language for this Agreement is not mutually agreed by the scheduled start of classes for the 2012 fall semester, the Provost and the UPI Chapter President will jointly revise the dates specified in Articles 8.7.b., 8.7.c., 8.7.d., and 8.7.e. above.

8.8. **Evaluators and Their Responsibilities**

a. Department Personnel Committee

Each department shall have a Personnel Committee composed of and elected by department Bargaining Unit A employees. The sole purpose of the Department Personnel Committee shall be to provide recommendations to the Department Chair concerning retention, promotion, or tenure of department employees, unless provided elsewhere in this *Agreement*. If a department fails to elect a Personnel Committee, or if a Department Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, promotion, or tenure of department employees.

b. University Personnel Committee

The University shall have a University Personnel Committee composed of tenured faculty and elected by University Bargaining Unit A employees. If fewer than 50% of the faculty in a college are tenured, then a non-tenured employee may be elected to represent that college. The sole purpose of the University Personnel Committee shall be to provide recommendations to the Provost concerning retention, promotion, or tenure of University employees, unless provided elsewhere in this *Agreement*.

(1) The University Personnel Committee shall be composed of no more than eleven faculty members.

(2) Each college shall have at least one representative on the University Personnel Committee.

(3) One member of the University Personnel Committee shall be elected by and from resource professionals.

(4) Terms on the University Personnel Committee shall be three years, and shall be staggered.

(5) Election of the University Personnel Committee shall be conducted by the Faculty Senate at the University. If an area within a college fails to elect a representative by September 1, the Dean of the college shall appoint a representative.

(6) If a University Personnel Committee is not elected or if a University Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, promotion, or tenure of University employees.

c. Evaluators

(1) Teaching faculty who apply for retention, promotion, or tenure shall be evaluated by (i) the Department Personnel Committee (DPC), (ii) the Department Chair, (iii) the Dean of the appropriate College, and (iv) the University Personnel Committee (UPC) except that only DPC and Chair evaluations are required for first and third probationary year retention applications unless a negative

recommendation is made. Library faculty who apply for retention, promotion, or tenure shall be evaluated by (i) the Department Personnel Committee, (ii) the Dean of the Library, and (iii) the University Personnel Committee except that only DPC and Dean evaluations are required for first and third probationary year retention applications unless a negative recommendation is made.

(2) In the event that a Unit A faculty member may be involved in the evaluation of an individual at both the levels of the Departmental Personnel Committee and of the University Personnel Committee, the Unit A faculty member shall only participate in evaluation of the individual at the Departmental Personnel Committee level. The University Personnel Committee shall have the responsibility to designate an alternate from among its members.

d. Responsibilities

Each level of evaluation shall provide a written evaluation regarding an employee's application for retention, tenure, or promotion. The evaluation shall be in the areas specified in Article 8.3.a. The evaluation shall be based solely on the considerations listed in Article 8.3.b-d as specified in the approved statement of Departmental Application of Criteria described in Article 8.7, and on the materials referred to in Article 8.9.c below. The written evaluation shall specify the level of performance in each evaluation area in accordance with Article 8.4 and a positive or negative recommendation in accordance with the applicable performance standards specified in Article 8.6. Negative recommendations must be supported with written reasons explaining how the employee has not met the applicable performance criteria specified in Article 8.6 as applied in the approved statement of Departmental Application of Criteria described in Article 8.7. Positive recommendations also should be supported with written reasons explaining how the employee has met the applicable performance criteria. For retention evaluations in probationary years one, three and four, the UPC may endorse without comment the recommendations of evaluators at previous levels if the recommendations were all positive.

8.9. **Evaluation Procedures**

a. At least once each academic term, each employee who teaches a course or other instructional activity shall have her/his teaching effectiveness evaluated by students in accordance with methods specified in the approved statement of Departmental Application of Criteria. It is the responsibility of each employee to keep all student evaluations for the duration of any applicable evaluation period, including any possible grievance or arbitration procedure. Student evaluations from related course components led by other instructors (including Graduate Assistants) will not be used to evaluate the employee without permission from the employee.

b. Annual Evaluation of Tenured Employees

(1) The annual evaluation for tenured employees not being considered for promotion is a limited process to identify areas of strength and weakness and to improve performance. The evaluation shall include but not be limited to review of the following by the Department Chair:

i. The required student course evaluations;

ii. A summary of documentable activities submitted by the employee to substantiate performance in the areas of teaching/primary duties, research/creative activity and service;

iii. Materials in the employee's personnel file.

(2) Following review of the documents, the Department Chair shall write a brief evaluation statement and send it to the Dean for review. A copy of the evaluation statement shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the personnel file.

(3) Tenured employees who document exceptional performance in the areas of teaching, research/creative activity, or service are eligible to apply or be nominated for merit increases for single-year or sustained accomplishment as specified in Articles 12 and 13.

c. Evaluation Portfolio

(1) By a date to be specified in the University Schedule of Personnel Actions, each employee who is to be evaluated for retention, promotion, or tenure shall submit an evaluation portfolio(s) containing evaluation materials in accordance with the statement of Departmental Application of Criteria. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance standard specified in Article 8.6. The employee is responsible for developing a detailed table of contents of the portfolio so adequate security of the content is provided. Additionally, a separate section will be designated for the inclusion of materials which may be inserted by evaluators in accordance with Articles 8.9.c.(4) and 8.9.c.(5). The portfolio shall be prepared in accordance with established University guidelines.

(2) Materials used in the process of evaluation of an employee shall be materials included in the evaluation portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment. Documentation of program needs may be used where program needs are the basis of a non-retention recommendation or decision.

(3) After the beginning of the evaluation process and at each level of evaluation, the employee may not add materials to the portfolio unless additional documentation has been requested by the Department Personnel Committee, the Department Chair, Dean, University Personnel Committee, Provost, or President, or unless the material is submitted in response to an evaluator's placement of materials in the employee's evaluation portfolio or personnel file after the beginning of the evaluation process, or unless the material was not available prior to the beginning of the evaluation process.

(4) After the beginning of the evaluation process, and at no level of evaluation may an evaluator add materials to the employee's personnel file, unless the material was not available prior to the beginning of the evaluation process. Nor may an evaluator add materials to an employee's evaluation portfolio unless the material was not available prior to the beginning of the evaluation process, except that an evaluator may add to an employee's evaluation portfolio (a) copy(ies) of materials which were in the employee's personnel file prior to the beginning of the evaluation process but which the employee has not included in her/his evaluation portfolio, provided that (a) copy(ies) of any statement(s) the employee has attached to such materials also be added to the evaluation portfolio.

(5) If an evaluator adds materials to an employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such materials shall be provided to the employee and the employee shall, upon request, be provided an opportunity to review and respond to the materials before the completion of that step of the evaluation process. Such an opportunity shall not delay that step of the process more than three days beyond the date specified in the Schedule of Personnel Actions, unless an extension is agreed to by the Provost and the Chapter President. An evaluator may request that an employee provide additional documentation of statements or materials in her/his evaluation portfolio. No evaluator at any level of evaluation may remove materials from the evaluation portfolio.

(6) A copy of the evaluation recommendation made at each step of the evaluation process shall be added to the portfolio. If an employee has requested reconsideration of a negative recommendation by a Department Personnel Committee, Department Chair, or the University Personnel Committee, a copy of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of any written evaluation placed in an employee's evaluation portfolio or personnel file shall be provided to the employee.

d. Multi-Department Assignments

(1) No employee shall be evaluated for retention, promotion, or tenure by more than one department. The evaluating department shall be specified at the time of appointment.

(2) An employee whose total assigned obligation during an academic calendar period or period of appointment, including any overload assignment, includes assigned duties outside the evaluating department shall submit evaluation materials relevant to those duties. Evaluation materials may include documentation of research/creative activity or service.

(3) When an employee who has assigned duties outside the evaluating department has submitted evaluation materials relevant to those duties, the evaluators' consideration of the materials will be commensurate with the employee's assignment outside the evaluating department during the total evaluation period.

(4) Evaluators at each level of evaluation will use the approved statement of Departmental Application of Criteria of the evaluating department in evaluating

materials relating to assignments outside of the department. If the statement of Departmental Application of Criteria of the evaluating department does not contain such materials, they shall be evaluated by use of the approved statement of Departmental Application of Criteria of the department in which the duties were performed or, if no such statement exists, by use of the official written assignment of duties.

ARTICLE 9

RETENTION

9.1. a. In the first year of employment, each probationary employee shall receive a limited progress review by the DPC, Chair, Dean, and UPC for the purpose of making a decision concerning retention of the employee except that only DPC and Chair evaluations are required for first probationary year retention applications unless a negative recommendation is made. In each subsequent year, there shall be an annual evaluation of each probationary employee for the purpose of making a decision concerning retention of the employee. The evaluation period of retention shall be the period beginning immediately after the conclusion of the employee's last evaluation period for retention except for employees in their first and second years of employment, as provided in Article 8.5.a.

b. The Schedule for Personnel Actions, distributed to all faculty, will include appropriate deadline dates by which retention materials or portfolios shall be submitted by the employee to the applicable Department Personnel Committee. Upon the written request of the employee or the Department Chair, the Provost may extend the deadline for submission of the materials or portfolio.

c. The evaluation process for retention shall be initiated by the employee in accordance with Article 8.9. All probationary employees are required to submit evaluation portfolios for retention or for tenure in accordance with article 8.9.

d. No employee shall be evaluated for retention until she/he has completed one full academic term of service at the University.

9.2. The initial recommendation regarding retention of an employee shall originate in the employee's department.

9.3. An employee in her/his first probationary year shall have a progress review after completing one full academic term of service. The employee shall submit all required student evaluations and a summary of documentable activities for the entire period of employment at the University. The DPC and Department Chair shall report whether the employee is making satisfactory or unsatisfactory progress. In cases where either the DPC or the Chair makes a negative recommendation, the Dean/Director shall review the employee's materials and the reports of the DPC and Department Chair and shall recommend retention or non-retention to the Provost. In cases where either the DPC or the Chair makes a negative recommendation, the University Personnel Committee shall review the materials submitted by the employee and report whether she/he is making satisfactory or unsatisfactory progress. The President shall approve retention or non-retention no later than April 1.

9.4. The Department Personnel Committee shall submit a written retention recommendation for each probationary employee in her/his second through sixth probationary years to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8 or, as applicable, program needs.

9.5. The Department Chair shall prepare a written retention recommendation for each probationary employee in each of probationary years two through six. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8 or, as applicable, program needs. The Department Chair shall provide each employee considered for retention with a copy of her/his retention recommendation and reasons and the retention recommendation and reasons of the Department Personnel Committee. Within five working days of receipt of the recommendation and reasons, an employee may submit a written request to the Department Chair for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or the Department Chair.

9.6. Except for first and third probationary year retention applications that include positive recommendations by the DPC and the Chair, the evaluation portfolio, retention recommendations, and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written retention recommendation for each probationary employee to the Provost. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8 or, as applicable, program needs. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his retention recommendation, with supporting reasons in the event of negative recommendation, to the employee being evaluated.

9.7. Except for first and third probationary year retention applications that include positive recommendations by the DPC and the Chair, the Provost shall present the evaluation portfolio and all retention recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost for each probationary employee. In probationary years one, three, and four, if the employee has received positive recommendations at all previous evaluation levels, the UPC may endorse the retention recommendation without comment. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8 or, as applicable, program needs. The Provost may review these recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within five working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of reconsideration.

9.8. The Provost shall review with the University President the evaluation portfolios and all retention recommendations and supporting reasons submitted for probationary employees. The University President shall provide each probationary employee considered for retention with a written decision. If the decision is negative, the University President shall provide the employee with a

statement of reasons for the decision based on evaluation criteria, application of criteria, and materials as specified in Article 8 or, as applicable, program needs.

9.9. Written notice that a probationary appointment will not be renewed will be given to an employee by the University President as follows:

a. by not later than April 1 of the first and second year of full-time employment in a position in the bargaining unit at the University;

b. by not later than 12 months before expiration of the appointment in the third and subsequent years of full-time employment in a position in the bargaining unit at the University.

9.10. a. In the event of failure to provide notice of nonrenewal required by Section 9.9. above, the employee shall receive a probationary appointment for one academic year.

b. In the event of failure of an employee to submit an evaluation portfolio for retention, the employee shall not have her/his employment continued beyond that academic year.

ARTICLE 10

TENURE

10.1. Tenure is a status awarded by the Board of Trustees upon the positive recommendation of the University President following an extensive evaluation process. Tenure is a relationship of continuing commitment between the University and the employee, benefiting both.

10.2. Each tenured employee shall have continuous employment at the University unless such employee resigns, retires, is laid off pursuant to Article 17, or is terminated for adequate cause.

10.3. Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the University President. Tenure shall be in a department.

10.4. a. Tenure may be granted to a member of the bargaining unit described in Appendix A at the time of initial appointment only after consultation with the department, and upon recommendation of the University President and approval by the Board.

b. The Unit A faculty of the department in which tenure may be granted shall be consulted prior to the President's recommendation to the Board regarding tenure for a non-bargaining unit employee.

10.5. The evaluation period for tenure shall be the entire term of employment in probationary status at the University.

10.6. An employee shall be eligible for consideration for tenure if she/he holds at least the rank of Assistant Professor and meets the following requirements. An employee may be considered for promotion to Assistant Professor and tenure in the same year.

a. Educational Requirements for Tenure

The approved educational requirements for tenure shall remain in effect for the duration of this *Agreement*. The Dean, Department Chair, or a majority of the department Unit A faculty may propose revisions in the educational requirements for tenure. The department Unit A faculty must be consulted regarding proposed revisions in the educational requirements for tenure and have an opportunity to respond in writing to the Department Chair by October 20, 2007. The Dean shall submit the revised proposal for educational requirements by December 1, 2007 to the Provost for approval.

b. Years of Service

(1) An employee must apply for tenure in probationary year six. No employee may apply for tenure before probationary year six.

(2) All employees shall be placed in probationary year one at the time of initial appointment. Probationary year one will be extended for employees who begin their employment after the beginning of the academic year.

(3) By April 15 of probationary year one, an employee with prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education at the time of initial employment may elect to be placed in a higher probationary year. With at least one year of documented prior service, an employee may elect to be placed in probationary year three after the successful completion of probationary year one. With at least two years of documented prior service, an employee may elect to be placed in probationary year four after the successful completion of probationary year one. An eligible employee who elects to be placed in a higher probationary year must notify the Provost in writing by April 15 of probationary year one.

(4) When conditions arise that substantially interfere with a probationary faculty member's ability to fulfill assigned and unassigned duties, a probationary faculty member may request that time be excluded from their probationary period. Such requests shall be made in writing to the Provost and shall include supporting documentation. Exclusion of time from an employee's probationary period is at the discretion of the Provost.

i. Conditions for granting exclusions include, but are not necessarily restricted to, severe illness or family care, including child bearing.

ii. Ordinarily, no more than one year may be excluded from the probationary period.

iii. Requests for exclusions must be made no later than six months from the time the condition(s) occurred which precipitated the request.

iv. Exclusions will not be granted after the beginning of the sixth probationary year.

v. Requests for exclusions will be reviewed by the Provost and decisions rendered on a case-by-case basis.

vi. Time approved to be excluded from the probationary period shall not shorten a probationary faculty member's probationary period.

10.7. **Consideration for Tenure on the Basis of Exceptional Performance**

An employee who does not satisfy the educational requirements for tenure described in Article 10.6.a may apply for tenure on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

10.8. An eligible employee must apply in writing to the Department Chair and the Provost prior to the commencement of the tenure process in order to be considered for tenure. In the event an eligible employee does not submit or withdraws her/his application for tenure or is not granted tenure by the Board in the sixth probationary year, the employee shall receive a terminal appointment for

the next subsequent academic year. The terminal appointment shall be indicated on the Employment Status Statement. The employee shall remain a member of the bargaining unit during the year of terminal appointment and shall be subject to all provisions of this *Agreement* except that she/he shall not be eligible to apply for or to receive any discretionary salary increases during the terminal appointment year.

An eligible employee who applies for tenure and who does not withdraw her/his application and who is not granted tenure by the Board by June 1 is deemed to have been denied tenure. Notice of the Board's decision shall be provided to the employee.

10.9. The Department Personnel Committee shall prepare a written tenure recommendation for each eligible employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8.

10.10. The Department Chair shall prepare a written tenure recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Department Chair shall provide each employee considered for tenure with a copy of her/his tenure recommendation and reasons and the tenure recommendation and reasons of the Department Personnel Committee. Within five working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair to the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or the Department Chair.

10.11. The evaluation portfolios, tenure recommendations and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written tenure recommendation for each eligible employee to the Provost. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his tenure recommendation to the employee with supporting reasons in the event of a negative recommendation.

10.12. The Provost shall present all evaluation portfolios, tenure recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Provost may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration by the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

10.13. The Provost shall review with the University President all evaluation portfolios, tenure recommendations, and supporting reasons for eligible employees. The University President shall submit her/his recommendations to the Board. The University President shall provide each eligible employee considered for tenure with a copy of her/his recommendation to the Board. If the recommendation is negative, the University President shall provide the employee with a statement of reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8.

ARTICLE 11

PROMOTION

11.1. An employee shall be eligible for consideration for promotion if she/he meets the following requirements.

a. Degree

(1) To be eligible for consideration for promotion to the rank of Assistant Professor, an employee must possess a bachelor's degree from an accredited institution and have completed at least 60 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution; or must possess a master's degree from an accredited institution and have at least 30 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution, or must have fulfilled applicable educational requirements for tenure.

(2) To be eligible for consideration for promotion to the rank of Associate Professor, an employee must meet the educational requirements for tenure.

(3) To be eligible for consideration for promotion to the rank of Professor, an employee must meet the educational requirements for tenure.

b. Years of Service

(1) To be eligible to apply for a promotion to the rank of Assistant Professor, an employee must (i) hold the rank of Instructor, and (ii) have completed at least one year of full-time service in Unit A.

(2) a. To be eligible to apply for a promotion to the rank of Associate Professor, an untenured employee must (i) hold the rank of Assistant Professor, (ii) have completed at least three academic years of full-time service in Unit A at the rank of Assistant Professor, and (iii) be in his/her sixth and final year of probationary employment at the University (see Article 10.6.b).

b. To be eligible to apply for a promotion to the rank of Associate Professor, a tenured employee must

(i) hold the rank of Assistant Professor,

and

(ii-a) have completed at least four academic years of full-time service in Unit A at the rank of Assistant Professor

or

(ii-b) have completed at least six academic years of full-time service in Unit A, with at least three academic years of full-time service in Unit A at the rank of Assistant Professor.

(3) To be eligible to apply for a promotion to the rank of Professor, an employee must (i) hold the rank of Associate Professor, (ii) hold tenure at the University, and (iii) have completed at least four academic years of full-time service in Unit A at the rank of Associate Professor.

11.2. An eligible employee must apply in writing to the Department Chair and the Provost prior to the commencement of the promotion process in order to be considered for promotion. If the employee has received no promotion at the University, then the evaluation period for promotion shall be either the previous five years of employment within Unit A or the period since his/her most recent appointment to a Unit A position at the University, whichever is shorter. Otherwise, the evaluation period for promotions shall be either the previous five years of employment within Unit A or the period beginning immediately after the conclusion of the evaluation which resulted in the employee's promotion to his/her current rank at the University, whichever is shorter.

11.3. The Department Personnel Committee shall submit a written promotion recommendation for each eligible employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8.

11.4. The Department Chair shall prepare a written promotion recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Department Chair shall provide each employee considered for promotion with a copy of her/his promotion recommendation and reasons and the promotion recommendation and reasons of the Department Personnel Committee. Within five working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation to the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or Department Chair. Within two working days of receipt of the result of reconsideration, an employee may withdraw her/his application for consideration for promotion by written notification to the Department Chair.

11.5. The evaluation portfolios, promotion recommendations, and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written promotion recommendation for each eligible employee to the Provost. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his promotion recommendation, with supporting reasons in the event of a negative recommendation, to the employee being evaluated.

11.6. The Provost shall present all evaluation portfolios, promotion recommendations, and supporting reasons to the University Personnel Committee. The University Personnel Committee shall

submit a written promotion recommendation to the Provost for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8. The Provost may review recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within five working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

11.7. The Provost shall review with the University President all evaluation portfolios, promotion recommendations, and supporting reasons submitted for eligible employees. The University President shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Article 8.

11.8. The number of employees who hold a particular rank at a University shall not be grounds for denial of a promotion to an eligible employee who has otherwise satisfied evaluation criteria as specified in Article 8.

ARTICLE 12

PROFESSIONAL ADVANCEMENT INCREASE

12.1. To be eligible to apply for a Professional Advancement Increase (PAI), an employee must (i) hold the rank of Professor, (ii) hold tenure at the University, (iii) have completed at least four academic years of full-time service in Unit A at the rank of Professor, and (iv) have not received a Professional Advancement Increase in the previous four academic years of full-time service at the University.

12.2. An eligible employee may submit an evaluation portfolio in accordance with the University Schedule for Personnel Actions. Evaluation recommendations will be made by the employee's Department Chair, Department Personnel Committee, Dean, and University Personnel Committee and forwarded to the University President as required in the regular evaluation process for tenure or promotion. The performance standards necessary for a professional advancement increase are as follows:

The eligible employee must demonstrate superior teaching/performance of primary duties. In addition, the eligible employee must demonstrate either superior research/creative activity and significant service, or significant research/creative activity and superior service. In each evaluation area, the evaluation period shall be considered as a single aggregate viewed as a whole.

12.3. The evaluation period shall be since submission of the portfolio for the last promotion or PAI, or five years, whichever is shorter. A person can include in the portfolio only those accomplishments achieved while in the bargaining unit.

12.4 All professional advancement increases shall be added to the employee's basic monthly salary and shall be recurring.

ARTICLE 13

ACHIEVEMENT AND CONTRIBUTION AWARDS

13.1. **Purpose and Criteria**

The Achievement and Contribution Awards are designed to recognize and honor selected tenured/tenure-track faculty for their performance in a single academic year. Achievement and Contribution Awards shall be made in the Fall semester of each academic year. Recipients of Achievement and Contribution Awards shall be selected based on the following criteria:

a. Extraordinary achievement and effort

b. Impact of achievement on others:

- Students
- Profession
- University community
- Beyond the University community

c. Contribution to the success of others:

- Collegiality
- Generosity of spirit
- Mentoring

13.2. **Eligibility**

a. To be eligible for an Achievement and Contribution Award, tenured/tenure-track faculty must have completed at least one full academic year of service within the bargaining unit and must not have been an award recipient in the previous year.

b. Faculty serving on the Achievement and Contribution Award (ACA) Selection Committee (see Article 13.3.a.) are not eligible to be nominated for or receive an Achievement and Contribution Award. Faculty serving on the ACA Selection Committee may not nominate persons or write letters of support for nominees.

13.3. **Nomination Process**

a. Anyone may nominate up to two eligible tenured/tenure-track faculty members for an Achievement and Contribution Award. Self-nominations are permitted. Each nomination must be made in one of the following four areas:

- Teaching/performance of primary duties
- Research/creative activity
- Service

- Balanced (the three previous areas considered as a whole)

Eligible faculty may not be nominated in multiple areas; only one nomination per eligible employee will be accepted. In case of multiple nominations, the nominated employee must choose which one will be considered and so notify the committee in writing.

b. The nomination shall cover the period from August 15 of the previous calendar year to August 14 of the current calendar year. Only those achievements and contributions relevant to the specified period will be considered by the ACA Selection Committee.

c. By September 15 of each year, nominators will submit the following materials to the Chair of the ACA Selection Committee:

- A letter of nomination, naming the nominee, specifying the area of nomination, and outlining the reasons for the nomination.
- A written summary of the nominee's achievements and contributions in the nomination area during the period under consideration.
- Up to three letters in support of the nominee being selected as an award recipient
- The nominee's curriculum vitae, with relevant activities highlighted.
- Student evaluations, if the nomination is made in the teaching or balanced area.
- A copy of the nominee's Assignment of Duties form for the period under consideration.

No other materials will be considered by the ACA Selection Committee. Activities performed while the employee is not in the bargaining unit or is on leave without salary are not eligible for consideration.

13.4. **Selection Process**

a. The University shall establish a seven-member Achievement and Contribution Award (ACA) Selection Committee, according to the following procedure:

(1) The previous year's ACA Selection Committee shall elect from among its membership one person to serve as chair of the subsequent year's ACA Selection Committee. The chair shall receive a $500 honorarium from the University in recognition of his/her two years of service on the ACA Selection Committee. The other committee members shall each receive a $200 honorarium in recognition of their service on the ACA Selection Committee. If no chair is elected by the previous year's ACA Selection Committee, then the subsequent year's ACA Selection Committee shall elect a chair from among its membership, and this person will receive a $300 honorarium.

(2) The ACA Selection Committee shall have one member from each of the University's four colleges. If the ACA Selection Committee's chair has been elected by the previous year's selection committee, and if the elected chair was representing one of the colleges, then the elected chair shall continue to represent that college. Otherwise, a pool of volunteer candidates from the college will be formed, consisting of tenured/tenure-track faculty who have been in the three previous groups of Achievement and Contribution Award recipients. By April 1 of each year, the Provost shall, in writing, notify this pool of candidates that they

are eligible to serve on the selection committee as their college representative, encourage them to serve, outline the responsibilities of the selection committee, and request a written response to the invitation to serve. If by April 15 there are fewer than two volunteers from a particular college, the Dean of that college has the responsibility of ensuring that at least two tenured/tenure-track faculty members, who need not be former award recipients, are placed in the college's pool of candidates. For the purposes of this procedure, library faculty shall be grouped with the college with the smallest number of tenured/tenure-track faculty.

(3) The Faculty Senate, the Council on Academic Affairs, and the Council for Faculty Research shall each have a representative on the ACA Selection Committee. If the ACA Selection Committee's chair has been elected by the previous year's selection committee, and if the elected chair was representing one of the three governance groups, then the elected chair shall continue to represent that group. Otherwise, by April 15, the governance group shall forward to the Provost a list of candidates willing to serve on the ACA Selection Committee as that group's representative. Each pool of candidates shall consist of at least two tenured/tenure-track faculty members who have completed their first probationary year at the University. The candidates need not be former award recipients. In the event that a governance group fails to provide a pool of candidates by April 15, the Provost has the responsibility of ensuring that at least two tenured/tenure-track faculty members are placed in the group's pool of candidates.

(4) By April 30 of each year, representatives of the Faculty Senate, the UPI Chapter, and the Office of Academic Affairs shall select by lottery a member for the next ACA Selection Committee from each pool of candidates.

(5) No one may serve on the ACA Selection Committee for more than two consecutive years.

b. The ACA Selection Committee shall determine the recipients of the year's Achievement and Contribution Awards by the following procedure:

(1) The ACA Selection Committee shall select award recipients in each of the four nomination areas from those who are nominated. The total number of award recipients shall equal at least 10% but no more than 12% of the tenured/tenure-track faculty, unless fewer than 15% of the tenured/tenure-track faculty have been nominated, in which case there is no minimum requirement for the total number of awards. The number of award recipients in each nomination area shall be roughly proportional to the number of nominations received in that area.

(2) The ACA Selection Committee shall select award recipients based solely on the criteria listed in Article 13.1 and on the materials submitted in accordance with Article 13.3.

(3) By October 15, the Chair of the ACA Selection Committee shall forward a list of award recipients to the University President. If the University President has any

disagreement or concerns with the Committee's selections, he or she must consult with the ACA Selection Committee prior to October 31. In this case, the ACA Selection Committee shall reconsider its selections and forward its determination to the University President by November 15. The final selection of award recipients rests with the ACA Selection Committee. The Committee's decisions shall not be subject to Article 19.

ARTICLE 14

TRANSFER

14.1. The University may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need. When program need is asserted, the reason(s) for such an assertion must be communicated to the affected employee in a timely fashion. If requested by the employee, the reason(s) must be in writing. Where applicable an employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion or professional advancement increase, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 28 shall not be affected by transfer resulting from reorganization or program needs.

14.2. In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving department(s) shall be consulted by the University President to determine department program needs and the qualifications necessary for any employee to transfer into the department. The departmental response to the University President's announcement of anticipated transfer shall be in writing. If the departmental response indicates that either program needs or the qualifications of the employee to be transferred indicated that such a transfer is not appropriate at present, the University President shall continue to confer with the department. The University President shall indicate her/his decision in writing to the department. The consultation shall be held in sufficient time to allow departmental response prior to the transfer determination. The Chapter President shall be notified of these consultations.

14.3. An employee may, through her/his Department Chair and, as applicable, Dean/Director, submit a request to the University President for transfer from one department to another within the University, and within the same bargaining unit. The University President shall review the request with the members of the receiving department. Within 90 days of submission of her/his request to the Department Chair, the employee shall receive written notification of the University President's decision. If the University President grants the request, the employee shall be transferred. A tenured employee who is transferred pursuant to this section shall retain her/his tenure appointment only if retention of tenure is recommended by the University President and approved by the Board.

14.4. With the consent of the employee, the University may reassign an employee from a bargaining unit to a position outside the bargaining unit. A tenured employee who is reassigned pursuant to this section shall retain his/her tenure in the department/unit in which that employee's appointment is formally located. If the employee is subsequently reassigned to a position in a bargaining unit in the department in which his/her appointment is formally located, the employee's salary shall be no less than it would have been as a result of nondiscretionary increases if the employee had remained in the bargaining unit.

ARTICLE 15

DEPARTMENT/UNIT REORGANIZATION

15.1. **Notification of Intent to Reorganize**

When a Dean submits to the Provost plans to reorganize a department structure by combining or separating elements of the existing structure, the Provost shall notify the Union Chapter President and the faculty of the department(s) to be reorganized that the plans are available for review in the main University Library and on the University's web site. The plans must include a description of the means by which the faculty of the department(s) to be reorganized were consulted during the planning process. The Chapter President and the faculty of the department(s) to be reorganized shall have 60 days from the date of the Provost's notice to respond in writing.

15.2. An employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 28 shall not be affected by a reorganization which results in the employee's transfer from one department/unit or college to another within the University.

15.3. An employee who has been transferred to a new department as a result of reorganization and who has applied for tenure in the new department shall be subject to the educational requirements for tenure of her/his former department. If the employee was not previously a member of a department within the University which had educational requirements for tenure, she/he shall be subject to the educational requirements for tenure of the new department.

15.4. During the first academic year of operation of a new department created as a result of a reorganization, an employee will be evaluated for retention, promotion, professional advancement increase, or tenure in accordance with the statement of Departmental Application of Criteria of her/his former department unless the timing of the reorganization is such that a statement of Departmental Application of Criteria for the new department can be adopted and implemented pursuant to Article 8.7. of this *Agreement*. If the employee was not previously a member of a department within the University which had a statement of Departmental Application of Criteria, she/he shall be evaluated for retention, promotion, professional advancement increase, or tenure in accordance with Article 8.

15.5. By November 1 of the first academic year of operation of a new department created as a result of a reorganization, a department summer rotation plan shall be submitted to the Provost for approval pursuant to Article 6.9. of this *Agreement*.

ARTICLE 16

SANCTIONS AND TERMINATION

16.1 **Sanctions and Termination Hearing Committee**

The Sanctions and Termination Hearing Committee shall be composed of five tenured faculty chosen in an election conducted by the Faculty Senate. Each of the four academic colleges shall elect one member of the Sanctions and Termination Hearing Committee (the Library faculty shall participate in the election as part of the college with the lowest number of tenured faculty). One member of the committee shall be elected at large. Members shall serve two-year, staggered terms. If a college fails to elect a member, the Dean of that college will name a member from among the tenured faculty of that college. If no at-large member is elected, the Provost will name a member from among the tenured faculty.

16.2 **Sanctions**

a. A sanction is an official University action imposed solely for the purpose of changing the behavior of an employee who is in violation of his/her employment obligations. Sanctions include but are not limited to official letters of reprimand from the University President and suspension from duties without pay.

b. Sanctions may be imposed on an employee for violation of employment obligations contained in the UPI/EIU *Agreement* or in Board and University policies, rules, and regulations. The University shall make readily available the applicable policies, rules, and regulations to all employees and supervisors, and the location of these documents shall be noted in the Schedule for Personnel Actions (see Article 8.2). No employee shall be sanctioned for a violation of these policies, rules, and regulations until they are made available and their location shall be noted in the University Newsletter and in the Schedule for Personnel Actions.

c. Prior to any sanction being imposed on an employee, the University President or her/his designee shall hold at least one meeting with the employee to notify the employee that a sanction is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The Union Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee.

d. If the matter is not resolved by the meeting, the University President shall send the employee written notice of the sanction, including a statement of the reasons for the sanction.

e. If the proposed sanction comprises a penalty other than a written reprimand or more than two days' pay, the employee shall have the right, at his/her request, to a hearing. The hearing shall be conducted by a panel consisting of the three members of the Sanctions and Termination Hearing Committee remaining after the employee and the University President have each excused one member of the five member panel without explanation.

The chair of the panel shall be chosen by the panel. If an employee has requested a hearing and the panel is not selected within five working days, then the University President, in consultation with the Union Chapter President, shall select the members of the panel.

f. A suspension from duties with pay may be imposed before a hearing if, in the judgment of the University President, an immediate threat to health and safety exists. The burden of proof in such instances shall reside with the University, and the University retains the right to impose a sanction.

g. The panel shall review in executive session the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.

h. The panel shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. The University will offer appropriate released time to employees serving on the panel. A hearing on a proposed sanction shall not exceed 30 working days, commencing with the first day of formal hearings. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter. The panel will report its findings within five working days of the end of the hearings.

i. A record of any sanction imposed on an employee shall be placed in the employee's personnel file.

j. Official sanctions may be issued only by the University President or her/his designee.

k. No sanctions shall be imposed upon employees except in accordance with the provisions of Article 16.

16.3. **Termination**

Termination of an employee, including termination of a tenure appointment at any time or of a probationary appointment before the end of the specified term, may be effected for adequate cause.

a. (1) Prior to service of a notice of intent to seek termination, the University President shall, when practicable, hold at least one meeting with an employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. The Union Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee. If such a meeting is not practicable, the University President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return receipt requested, addressed to the employee's last known address to offer the employee the opportunity to propose remedial actions by the employee

or to discuss settlement. The Union Chapter President shall be informed of this attempt to communicate with the employee.

(2) Prior to such a meeting or attempted communication, the University President shall provide the employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.

(3) Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the University President or the employee notifies the other in writing of her/his belief that further meetings will not be productive.

(4) No later than six months from the date of the first meeting or communication under Article 16.3.a.(1) (a time limitation which may be extended by written agreement of the parties), the University President shall provide the employee in writing with one of the following:

(a) a statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or

(b) a statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or

(c) specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or

(d) the terms upon which the matter is to be settled; or

(e) a notice of intent to seek termination.

b. If the University President serves a notice of intent to seek termination, the following procedure shall apply:

(1) A termination proceeding shall be initiated by the University President serving notice of intent to seek termination including a statement of reasons for termination of the employee by registered or certified mail return receipt requested addressed to the employee's last known address with a copy to the Union. Such mailing of the notice or other documents under this Article shall constitute service.

(2) (a) An employee served with a notice of termination shall have the right to a formal hearing. Upon the service of a notice of termination, the employee has 10 working days to deliver to the University President a written request for a formal hearing. If at the end of the 10 working days no such

written request has been received by the University President, no formal hearing shall be required.

(b) The hearing panel shall consist of five tenured faculty members selected as follows: The employee and the University President shall each excuse one member of the five member Sanctions and Termination Hearing Committee without explanation, with the remaining three members to serve on the hearing panel. The employee and the University President each shall name one additional person from the tenured faculty to serve on the panel, neither of whom may chair the hearing panel. The five members shall elect the chair of the panel from among the three serving members of the Sanctions and Termination Hearing Committee. If an employee has requested a hearing and the panel is not selected within 10 working days, then the University President, in consultation with the Union Chapter President, shall select the members of the panel.

(3) An employee served notice of intent to seek termination who timely requests a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 20 working days prior to commencement of the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of her/his choice. When practicable, the employee shall be present but such presence is not required for the proceeding to go forward.

(4) The University shall ensure that a verbatim record of the hearing will be taken and a typewritten copy will be provided to the employee. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.

(5) The panel shall meet in executive session and make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. The Board will offer appropriate released time to employees serving on the panel. A termination hearing shall not exceed 60 working days, commencing with the first day of formal hearings. The panel has a right to request of both the University and the employee identifiable documents related to the written charges. The findings and recommendations of the Hearing Panel shall be reduced to writing and served on the employee and the University President within 20 working days after the conclusion of the hearing. If the Hearing Panel concludes that adequate cause has not been established by the evidence in the record, it will so report to the University President. If the University President rejects the report, she/he shall state in writing the reasons for doing so to the Hearing Panel and the employee and provide 10 working days for delivery of a written response. If the Hearing Panel concludes that adequate cause for dismissal has been established, it will so recommend in writing, with supporting reasons to the University President. If the Hearing Panel concludes that adequate cause for a sanction less than dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President.

(6) The recommendation of the University President, along with that of the Hearing Panel should it not concur with the President, shall be delivered to the Board for final action.

(7) If the employee does not request a hearing in accordance with Article 16.3.b(2)(a) or if a Hearing Panel fails to provide its findings and recommendations within 20 working days after conclusion of the hearing, the University President shall submit her/his recommendation to the Board for final action.

(8) An employee terminated for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.

(9) An employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in her/his appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to her/his appointed position.

(10) A record of any disciplinary action taken against an employee shall be placed in the employee's official personnel file.

16.4. All actions imposed upon employees pursuant to this Article are subject to Article 19, Grievance Procedure.

ARTICLE 17

LAYOFF AND RECALL PROCEDURES

17.1. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.

17.2. If the Board decides it is necessary to lay off employees in accordance with Article 17.1, the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences. When program need is asserted, the reason(s) for such an assertion must be communicated to the affected employee in a timely fashion. If requested by the employee, the reason(s) must be in writing. The layoff of employees in the level of organization as determined by the Board to which the layoff applies shall be in the order listed below:

a. Temporary and part-time employees;

b. Full-time employees on probationary appointment, but without tenure;

c. Tenured employees.

17.3. No tenured employee shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

17.4 a. Prior to the effective date of the layoff of any employee, the University and the Board shall review the possibility of:

(1) an assignment with duties in more than one unit;

(2) part-time employment;

(3) transfer to another unit or position pursuant to Article 14;

(4) retraining pursuant to Article 28.

The results of these efforts shall be made known to the employee. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits. The employee shall be informed of the locations of University employment postings. Until the effective date of the layoff, the University shall provide access to the University Placement Service for assistance in locating other employment outside the University. Nothing in this article shall be a contravention of Article 21.3 or University policy.

b. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the Dean to establish:

(1) the description of the employee's position at the time she/he was given notice of layoff;

(2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience.

17.5. An employee with a probationary appointment shall be given the same notice in the event of the layoff as would be given in the event of nonrenewal of her/his appointment. A tenured employee shall be given employment for at least one academic year beyond the academic year in which she/he is given notice of layoff. The notice requirements shall not apply in cases of extreme and immediate financial exigency.

17.6. a. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered re-employment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.

b. During the three-year period specified in Article 17.6.a., a laid-off employee has the right to apply for employment at the University for which he/she may be qualified. If the employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the employee is not offered re-employment, her/his name shall remain on the layoff list for the remainder of the period specified in Article 17.6.a.

c. An employee who held a tenured position on the date of layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. An employee who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.

17.7. An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

ARTICLE 18

ACADEMIC PROGRAM ELIMINATION/REORGANIZATION REVIEW COMMITTEE

18.1. The University shall have an Academic Program Elimination/Reorganization Review Committee composed of and elected by University employees. The sole purpose of the Academic Program Elimination/Reorganization Review Committee shall be to provide recommendations to the Provost concerning academic programs/academic departments being considered for elimination or reorganization which would result in the layoff of an employee.

18.2. The University Academic Program Elimination/Reorganization Review Committee shall:

a. be composed of no more than seven employees;

b. have representation from each college and major academic unit;

c. have staggered three-year terms;

d. be elected in an election conducted by the Faculty Senate.

18.3. a. Each year the Academic Program Elimination/Reorganization Review Committee shall receive information by January 20 on each program being considered by the Provost for elimination or reorganization as part of the University's established academic program review procedures which would result in the layoff of an employee. The information shall include:

(1) data on enrollment, majors, and course offerings;

(2) data on program costs.

b. The Academic Program Elimination/Reorganization Review Committee may request additional relevant information from the Provost.

18.4. In the process of developing its recommendations, the Committee shall review program costs and enrollment history; contributions of the program to the general education requirements, interdisciplinary and service functions, graduation requirements, and the University curriculum; and contributions of the program to the mission and goals of the University.

18.5. Before the University formally transmits its recommendations on program status to the Board, the Academic Program Elimination/Reorganization Review Committee shall make its recommendations to the Provost by March 15. The Committee's recommendations shall be included with the University's recommendations and sent to the Board.

18.6. A Board decision concerning the elimination or reorganization of any academic program which would result in the layoff of an employee(s) shall be communicated in writing to the employee(s) in the program being considered for elimination or reorganization.

ARTICLE 19

GRIEVANCE PROCEDURE

19.1. **Purpose**

The Board and the Union encourage open communication and endorse the informal resolution of grievances and agree that, insofar as possible, problems should be resolved before the filing of a grievance. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances related to the terms and conditions of this *Agreement*. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of employees.

19.2. **Definitions**

a. The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this *Agreement*, subject to those exclusions appearing in other Articles of this *Agreement*.

b. The term "grievant" shall mean an employee or group of employees in a dispute over a term or provision of this *Agreement* as it relates to them, or the Union in a dispute over a term or provision of this *Agreement* as it relates to the Union as an organization.

19.3. **Representation**

The Union may, with the consent of the employee, represent an employee in a grievance filed under this Article. An employee may also represent herself or himself in a grievance. If an employee chooses to represent herself or himself, she or he shall so inform the Chapter Grievance Representative and the University Grievance Officer at the time of filing; in so doing, the grievant retains the right to request Union representation at any stage of the grievance process. However, once a grievant chooses Union representation, then the Union is the sole representative of the grievant throughout the remainder of the grievance process. No resolution of any individually processed grievance shall be inconsistent with the terms of this *Agreement*, and for this purpose the Union shall have the right to have an observer present at all meetings called for the purpose of discussing grievances. The Chapter Grievance Representative or his/her designee shall be notified at least 24 hours in advance of any such meeting.

19.4. **Grievance Representatives**

Within 30 days after the execution of this *Agreement*, the Union shall furnish the Provost with a list of all persons authorized to act as the Chapter and UPI Local Grievance Representatives and shall update the list as changes occur. The designated Chapter Grievance Representative shall be an employee of the University and shall have the responsibility to meet classes, office hours, and other assigned duties and responsibilities. If the responsibilities of the Chapter Grievance Representative require rescheduling of the representative's University duties, the representative may, with the approval of the Provost, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld. The provisions of

Article 19.4 shall also apply to the UPI Local Grievance Representative if he or she is an employee of the University.

19.5. **Appearances**

If it is necessary for an employee to participate in a grievance or arbitration proceeding during working hours, the employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the employee shall make arrangements acceptable to the Provost for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld.

19.6. **Grievance Forms**

All grievances and requests for review must be submitted in writing on forms as attached to this *Agreement* as Appendices B and C, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is a difficulty in meeting any time limit, in cases where the Union represents an employee the Union representative may sign such documents for the grievant and later file a copy signed by the grievant.

19.7. **Compliance with Procedure**

All grievances must be filed in accordance with the procedures in this Article. The Board shall be under no obligation to process or consider a grievance which is not filed in accordance with the procedures of this Article.

19.8. **Procedure for Handling Grievances**

a. Step 1 – Discussion

(1) Following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later, the aggrieved member shall discuss the grievance with his/her immediate administrator, identifying it as a grievance, either with or without a representative of the UPI, at the grievant's(s') election. The employee and the immediate administrator will attempt to achieve an informal resolution.

b. Step 2 – Written Grievance

(1) If the matter is not resolved in Step 1, a written grievance shall be filed with the University President within 30 working days following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. At the time a grievance is initiated, the Chapter Grievance Representative and the University Grievance Officer will attempt to achieve an informal resolution.

(2) The University Grievance Officer will, within 10 working days of the filing of the grievance, contact the grievant, the Chapter Grievance Representative, and other affected parties to schedule meetings and other appropriate action. The University Grievance Officer, the Chapter Grievance Representative, the grievant, and appropriate others will attempt to resolve the issue within 30

working days. Once the grievance has been filed, the grievant shall have the right upon request to a copy of any existing, identifiable documents in the possession of the University that refer to the action(s) being grieved. The grievant may not request any documents related to personnel matters concerning another employee. During this time, including any extensions which have been granted in accordance with Article 19.8.b.(3), the University Grievance Officer may make a written offer to resolve the grievance, and the grievant shall have 10 working days in which to accept or reject, in writing, the written offer.

(3) The grievant may, for the purpose of seeking informal resolution of the grievance, request an extension of an additional 30 working days. Upon the grievant's written request, this 30-day extension will be granted unless to do so would impede the resolution of the grievance. The grievant may terminate the informal resolution process at any time by giving written notice to the University President and the University Grievance Officer, requesting that the grievance proceed to a grievance conference.

(4) If the grievant does not terminate the informal resolution process early, in accordance with 19.8.b.(3), and requests a grievance conference in accordance with Article 19.8.b.(3), then the informal resolution process shall be considered as concluded when the 30-day period described in Article 19.8.b.(2), plus any extension granted in Article 19.8.b.(3), has expired. If the grievant accepts the outcome of the informal resolution process, the grievant will agree to withdraw the grievance without recourse to further steps described in Article 19. If the grievant is not satisfied with the outcome of the informal resolution process, the Union, or the grievant if the grievant is representing herself/himself, may, within 10 working days of the conclusion of the informal resolution process, give written notice to the University President and the University Grievance Officer, requesting that the grievance proceed to a grievance conference.

c. Step 3 - Grievance Conference

(1) If the grievance proceeds to a grievance conference, the University Grievance Officer and the UPI Chapter Grievance Representative (or the grievant if the grievant is representing himself/herself) shall jointly prepare a report of fact-finding related to the grievance. If the University Grievance Officer and the UPI Chapter Grievance Representative (or the grievant if the grievant is representing himself/herself) cannot agree on a single report of fact-finding, the University Grievance Officer and the UPI Chapter Grievance Representative (or the grievant if the grievant is representing him/herself) shall prepare independent reports of fact-finding. The report(s) shall also include descriptions of the efforts of the informal grievance resolution process. Copies of documents referred to in the report(s) shall be attached to the report(s). Copies of the independent report(s) shall be exchanged, the Chapter Grievance Representative's report (or that of the grievant if the grievant is representing him/herself) to be provided to the University Grievance Officer, and the University Grievance Officer's report to be provided to the Chapter Grievance Representative (or to the grievant if the grievant is representing himself/herself) not less than three working days prior to the grievance conference.

(2) The University Grievance Officer and the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) shall convene the grievance conference within 30 working days of the written request for the grievance to proceed to a grievance conference. A UPI Local Grievance Representative may assist or substitute for the Chapter Grievance Representative at the request of UPI (hereinafter Union Grievance Representative). The grievant may be present at the grievance conference. At the grievance conference, the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) and the University Grievance Officer will review the fact-finding report(s) and present and review related information in a further effort to resolve the grievance.

(3) If the grievance conference does not result in a resolution within 15 days, and the University Grievance Officer and the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) do not mutually agree to seek mediation (which is optional), the grievance may proceed to arbitration. If a resolution of the grievance is arrived at by the University Grievance Officer and a grievant representing himself/herself at grievance step 2 or grievance step 3, the UPI Chapter Grievance Representative and the UPI Chapter President must approve the proposed resolution prior to it being finalized. If a resolution has not been finalized 15 days after the grievance conference, or 15 days after the last agreed upon mediation session, whichever is later, the grievance conference process shall be deemed to have expired.

d. Proceeding to Arbitration

If the grievance is not satisfactorily resolved in the grievance conference process, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the University President within working 30 working days after expiration of the grievance conference process and shall be signed by the grievant and the UPI Local President. No later than 30 working days after filing a written notice of intent to arbitrate, the Union and the University will select an arbitrator and date for the arbitration hearing. The arbitration hearing will take place no later than six months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the Board. Only those acts or omissions and terms or provisions of the *Agreement* identified during the grievance conference described in Article 19.8.c. may be considered at arbitration.

e. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant, or by the Union representative, at any time prior to the arbitrator rendering a decision.

19.9. **Arbitration Procedure**

a. Selection of an Arbitrator

The selection of an arbitrator will be governed by Illinois Education Labor Relations Board guidelines or, if necessary, the normal American Arbitration Association procedures for selection of an arbitrator.

b. Authority of the Arbitrator

(1) The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this *Agreement*. Arbitration shall be confined solely to the application and/or interpretation of this *Agreement* and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

(2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute her/his judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this *Agreement*. If the arbitrator determines that the *Agreement* has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such case the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter.

c. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at the time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

d. Conduct of Hearing

The arbitrator shall hold the hearing in the city where the grievant is employed unless otherwise agreed to by the parties. The hearing shall commence within 21 days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 30 days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. Except as modified by the provisions of this *Agreement*, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

e. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the Board, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this *Agreement*.

f. Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

19.10. **Miscellaneous Provisions**

a. Settlement Implementation

All formal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University and the Union.

b. Time Limits

All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the Union. Upon failure of the University to provide a decision within the time limits provided in this Article, the Union may proceed to the next step. Upon the failure of the Union to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

c. Notification

All grievances, request for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice or decision, the date of receipt shall be determinative.

d. Precedent

No complaint informally resolved or grievance resolved under Article 19.8.a., 19.8.b., and 19.8.c. shall constitute a precedent for any purpose unless agreed to in writing by the University and the Union President.

e. Retroactivity

An arbitrator's award may be retroactive as the equities of a case may demand, but in no case shall an award, including an award of back salary, be retroactive to a date earlier than 30 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

f. Processing

The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the University's actions which are challenged in the grievance. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

g. Reprisal

No reprisal of any kind will be made by the Board or Union against any grievant, witness, or other participant in the grievance procedure by reason of such participation.

h. Records

All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or witness, except decisions resulting from arbitration or settlement.

ARTICLE 20

UNION RIGHTS

20.1. **Use of Facilities**

a. Subject to and in accordance with University policies on the use and scheduling of physical facilities, including payment of charges established by the University for the use of such facilities, the Union may use the physical facilities of a University, except for student residential facilities.

b. The Union may use services of a University in accordance with University policies on the use of such services, including payment of charges established by the University.

20.2. **Provisions of Materials**

Prior to each regular or special meeting of the Board, a copy of each of the following materials will be transmitted to the Union President and to the Chapter President: (a) the agenda for the meeting; (b) the report to the Board, if a written report is made; and (c) the reports of the University President to the Board, if written reports are made. The materials will be transmitted to the Union President and the Chapter President at the same time such materials are transmitted to other recipients.

20.3. **Reassigned Time**

a. Reassigned time, leaves without salary, and additional purchased time shall be granted in accordance with terms agreed upon by the University and the Union.

b. Employees granted reassigned time and/or leaves without salary as described above shall not be considered representatives of their respective University for any activities on behalf of employees or the Union. The Union shall indemnify and hold the Board, its agents and employees harmless against any damages due to a violation of this clause.

20.4. **Bulletin Boards**

a. The Union may post materials on University bulletin boards and electronic posting sites. The Union must be clearly identified on the face of any posted material. The Union shall assume all costs associated with any posted material. Posted material shall bear the date of posting and may be removed by University representatives after having been posted for a period of 21 calendar days unless the University grants permission for a longer posting.

b. The Union shall indemnify, defend, and hold the Board, its agents, and employees harmless against any claim, demand, suit or form of liability arising as a result of the posting of any Union materials issued by a Union officer or representative authorized by the Chapter President on University bulletin boards and electronic posting sites in accordance with the provisions of this Article. Materials which are not posted in accordance with the provisions of this Article may be removed by University representatives.

ARTICLE 21

FACILITIES AND EQUIPMENT

21.1. In accordance with applicable law, policy, and established procedures, the Board will seek to provide a safe working environment for all employees, adequate equipment and materials, and instructional, office, and laboratory facilities that provide for a reasonable expectation of privacy and security conducive to the performance of professional obligations.

21.2. In accordance with University policy, an employee may obtain entry to her/his office during periods when the building in which the office is located is closed.

21.3. In accordance with applicable University policy and procedures, University facilities, equipment or personnel shall be used only for University business.

21.4. The University is not obligated to provide continuing access to University facilities and equipment after termination of employment with the University. These restrictions do not apply to employees on lay-off status according to the provisions of Article 17.

21.5. The freedom of faculty to use e-mail, Internet browsers and related software for intellectual inquiry and creative activity shall be given the strongest respect and protection. The University shall take all reasonable measures to ensure the privacy of all records stored on assigned computing devices and related peripherals and of e-mail messages transmitted or stored on University servers.

21.6. The University may stipulate the installation of necessary software on its computers and networks and may intervene in the use of assigned computers to the extent necessary to combat viruses, to resolve technical problems and performance issues, and to better ensure effective functioning of its computers and networks. Otherwise the University shall not limit or prescribe the content of files on assigned computing devices and related peripherals or of e-mail messages sent or received, except to prohibit outright illegality.

ARTICLE 22

DUES CHECKOFF AND FAIR SHARE

22.1. In accordance with the State Salary and Annuity Withholding Act, 5 ILCS 365/1 et seq., and except as limited below, the Board agrees that the University will deduct Union membership dues, in an amount established by the Union and certified in writing by the treasurer of University Professionals of Illinois, Local 4100, to the Provost, from the salary of each employee who gives the University written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.

22.2. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

22.3. Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events: (a) termination of the employee's employment; (b) written notice by the employee to the University of cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

22.4. Neither the Board nor the University shall be under any obligation to make any deductions for dues if any employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, State insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

22.5. The Union shall give written notice to the Provost of any changes in its dues at least thirty days prior to the effective date of any such change. If any change in Union dues requires modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the Provost, pay the actual cost of such reprogramming.

22.6. The Union shall indemnify, defend, and hold the Board, its members, officials, agents or representatives or the University, its employees, agents, or representatives harmless against any claim, demand, suit, action, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives or the University, its employees, agents, or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the University pursuant to this Article. The Union assumes full responsibility and liability for the disposition of moneys deducted from the salaries of employees for Union dues by the University once the University has remitted such moneys to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the University has agreed to deduct.

22.7. Nothing in this Article shall require the University to deduct Union fines, penalties, or special assessments from the salary of any employee.

22.8. Neither the Board nor the University shall be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

22.9. **Fair Share**

a. The University, having been provided the appropriate showing of interest by the Union, agrees that all employees covered by this *Agreement* who are not members of the Union, so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. This provision shall be in effect for the duration of this *Agreement*.

b. The Union shall certify to the University a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

c. Such fair share payment by non-members shall be deducted by the University from the earnings of the non-member employees and remitted to the Union within ten (10) working days of said deduction unless required to remit a fee to the Labor Board for escrow.

d. The University shall provide the Union with the names of all employee non-members of the Union from whose earnings the fair share payment shall be deducted. It shall also provide the Union space to post a notice concerning fair share and appeal procedures.

e. The Union and University shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

f. Upon adoption of any Union internal appeal procedure, the Union shall supply the University with a copy. In addition, the Union shall advise the University of subsequent change therein.

g. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability including attorney's fees and cost that shall arise out of, or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

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

ARTICLE 23

MINUTES, POLICIES, AND BUDGETS

The Board will have a copy of each of the following documents placed in the reference section of the main library of the University and on the University website as soon as the documents are available:

a. The approved minutes of the meetings of the Board.

b. Published policies of the Board.

c. Published University-wide policies of the University which affect employees.

d. The internal operating budget of the University.

e. The University's planning document.

ARTICLE 24

MANAGEMENT RIGHTS

24.1. The Board 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 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.

24.2. The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the specific and express terms of this *Agreement*.

24.3. Neither the Union nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

ARTICLE 25

NO STRIKE OR LOCKOUT

The Board agrees that there will be no lockout at the University while the terms of this *Agreement* are in effect. The Union agrees there will be no strike by itself and that it will not authorize or encourage any strike by any employees while the terms of this *Agreement* are in effect.

ARTICLE 26

SEVERABILITY

26.1. In the event any provision of this *Agreement* (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this *Agreement* shall continue in full force and effect.

26.2. If a provision of this *Agreement* is rendered ineffective for any of the reasons specified above, the Board and the Union shall, within 30 calendar days thereafter, commence negotiations to seek resolution of any problem caused thereby.

ARTICLE 27

MISCELLANEOUS PROVISIONS

27.1. **Totality**

The Board and Union acknowledge that during the negotiations which resulted in this *Agreement*, both parties had the unlimited opportunity to present all demands and proposals and that this *Agreement* shall constitute the entire agreement between the parties for its duration.

27.2. **Amendment and Modification**

Nothing herein shall preclude the Board and Union from mutually agreeing to amend or modify any of the provisions of this *Agreement*. In the event the Board and Union negotiate a mutually acceptable amendment or modification of this *Agreement*, the amendment or modification shall be put in writing and become a part of this *Agreement* upon ratification by the parties.

27.3. **Conflict with Policies or Regulation**

If there is conflict between an existing Board or University policy or regulation and an express term or provision of this *Agreement*, the term or provision of this *Agreement* shall apply.

27.4. **Availability of Agreement**

The Board and the Union agree to provide each employee in the bargaining unit with a copy of the *Agreement* and to provide a copy to each new employee upon hiring.

27.5. Employees may identify themselves as employees of the University for purposes of identification. They may not present themselves as representing or speaking for the University unless they are engaged in activities assigned or officially approved by the University.

ARTICLE 28

COMPENSABLE FRINGE BENEFITS

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

28.2. **Approved Academic Sabbatical Assignments**

a. Purpose

Because of its commitment to provide excellence in education, the Board recognizes the need for providing sabbatical assignments for the purposes of encouraging research/creative activity, updating professional knowledge, acquiring new professional knowledge, and enhancing teaching performance, for the mutual benefit of the University and the employee.

b. Eligibility

An approved academic sabbatical assignment is granted at the discretion of the University President. A tenured employee is eligible to apply for an approved academic sabbatical assignment from a University only after completing at least five years of full-time service in the bargaining unit at the University either continuously or discontinuously. An approved academic sabbatical assignment shall not be awarded to the same employee more than once every seven academic years and approved academic sabbatical assignment time shall not be cumulative.

c. Uses

An approved academic sabbatical assignment may be used for the following purposes, in accordance with Article 28.2.a.:

- Research/creative activity
- Updating of professional knowledge
- Acquiring new professional knowledge
- Enhancement of teaching performance

d. Quota

The approved academic sabbatical assignment quota for the University shall be determined at the beginning of each academic year. The quota shall be one approved academic sabbatical assignment for each 16 employees, or major fraction thereof. If the number of approved academic sabbatical assignments generated for a given academic year exceeds the number of academically qualified proposals for the approved academic sabbatical assignment, the maximum available for award in such year shall be equal to the number of academically qualified proposals.

e. Procedures

(1) Academic sabbatical assignment proposals shall be reviewed by Department Chair, appropriate Dean, and the Provost for academic acceptability in accordance with established University procedures. An academically acceptable proposal must include the general purpose in accordance with Article 28.2.c. and must indicate information on the following:

- the specific purpose of the project or activity
- a background statement
- an outline of the project or activity
- a statement of the anticipated benefits of the project or activity

(2) The University President may deny a request for an academic sabbatical assignment because the proposal is academically unacceptable. In the event that such a denial is made, upon request made within ten working days after receipt of such denial, the University President shall provide a written explanation for the denial to the employee who submitted the proposal.

f. Priority

(1) If the number of academically acceptable approved sabbatical assignment proposals exceeds the number of available approved sabbatical assignments at the University, priority of award shall be determined on the basis of years of service in the bargaining unit either continuously or discontinuously or qualifying years of service in the bargaining unit since the last sabbatical assignment either continuously or discontinuously. If an employee has never had a sabbatical from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had a sabbatical from the University, her/his priority shall be determined on the basis of the number of years since her/his last sabbatical. A sabbatical may be deferred to a later date if necessitated by program need. Notice of deferral must be given upon notification of receipt of the sabbatical. The person deferred will begin accruing years of service toward eligibility toward the next sabbatical with the year following the initial granting of the sabbatical.

(2) When two or more applicants for sabbatical assignments or administrative educational leaves meet all requirements for the acceptability of the leave application and are in all respects equal in seniority and when the number of leaves available is less than the number of equally qualified applicants,

determination of which person(s) receive leaves will be by lottery. In the presence of a representative of the Union and a representative of the Provost, a mutually agreed upon disinterested third party will draw names from the pool of equally qualified applicants until all available leaves are granted. In the event that a leave is declined after this process, the lottery will continue until all leaves are granted or all qualified applicants have been offered leaves. This process will not be grievable.

g. Term

(1) The term of approved sabbatical assignment shall be either one academic term at full pay or two academic terms at half pay. Each academic year, 70 percent of the total approved sabbatical assignments available for award at the University shall be available for award for one academic term at full pay. If application of the 70 percent ratio results in a major fraction, the fraction shall be rounded up the next highest whole number.

(2) If an academic employee receives a grant in connection with an approved sabbatical assignment, the duration of the sabbatical may be adjusted by the University to coincide with the provisions of the grant.

h. Conditions

(1) Each employee who is granted an approved sabbatical assignment shall agree to serve at the University for at least one academic year after the completion of the sabbatical and shall give a judgment note to the University for the amount of the approved sabbatical assignment, said judgment note to be canceled at the end of the required year of service or at the death or permanent disability of the employee.

(2) Faculty with sabbatical assignments may have no other assigned credit units, unless justified by program need.

(3) Faculty with a sabbatical assignment shall either complete any prior commitments made for directing student theses and other student mentoring or make appropriate arrangements for such students.

(4) Each employee in her/his sabbatical proposal shall inform the University of other salaries, grants, fellowships, or financial support for which the employee has applied or does receive. If notice of support is received after the proposal is submitted, the employee shall notify the Provost.

i. Report of Approved Sabbatical Assignment

(1) By the end of the first academic term following return to the University from approved sabbatical assignment, the academic employee shall file a written account of sabbatical activities and accomplishments as related to the goals and objectives stated in the sabbatical proposal with the Provost, Dean, and

Department Chair. The report shall be made available to department colleagues and shall be placed in the employee's personnel file.

(2) Any change in the sabbatical which significantly modifies the original proposal must be reported to the Provost for approval at the earliest possible time.

j. Miscellaneous

Time spent by an employee on an approved sabbatical assignment will be credited for the purpose of determining eligibility for promotion.

28.3. **Retraining Leave**

a. The University President, at her/his discretion, may grant a retraining leave to an eligible employee for the purpose of acquiring new skills for the benefit of the University.

b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave.

Applications submitted pursuant to Article 17, Layoff and Recall Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.

c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be extended at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.

d. Each employee who is granted one year of retraining leave shall agree to serve at the University for at least three academic years after the completion of the leave, plus one additional year for each year the retraining leave is extended, and shall give a promissory note to the Board of Trustees for the amount of the retraining leave, said promissory note to be canceled at the end of the required period of service or at the death or permanent disability of the employee, or if the employee is non-retained or is not granted tenure.

e. Upon completion of a retraining leave an employee shall file a written account of retraining activities and accomplishments with the Provost. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 14, Transfer.

f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave unless the time on leave is being credited toward tenure in accordance with Article 28.3.

g. Time spent by an employee described in Appendix A on a retraining leave will not be credited for the purpose of determining eligibility for promotion or sabbatical.

h. Time spent by an employee described in Appendix A on a retraining leave will be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an employee must indicate in writing to the University President whether the employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President will provide a written explanation within ten working days to an employee whose request to credit the time spent on a retraining leave for the purpose of determining eligibility for tenure has been denied. If the employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 19, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

28.4. **Parental Leave**

A tenured/tenure-track employee may use up to 20 days of earned sick leave per academic year for additional parental leave upon the birth or adoption of a child of the employee. Requests for parental leave of more than ten days shall be submitted to the Provost 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than ten days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

28.5. **Annual Leave**

a. Any tenured/tenure-track employee who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the employee's Department Head at least 30 days in advance of the date on which the employee wishes to begin leave.

c. A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the Provost and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

d. Deductions of annual leave shall not be made for any Board-approved holiday. Days when the University is officially closed for business as well as the days between December 25 and January 1 may be used for unscheduled professional activities by tenured/tenure-track employees with 12-month periods of appointment. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with Article 6.8.

28.6. **Military Leave**

a. A tenured/tenure-track employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, while under contract, including:

(1) basic training;

(2) special or advanced training, whether or not within the State, and whether or not voluntary; and

(3) annual training.

b. During leaves for annual training, the employee while under contract shall continue to receive her/his regular compensation. During leaves for basic training and up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than her/his compensation as an employee, she or he shall receive her/his regular compensation as an employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Articles 28.6 (a) and (b).

28.7. **Sick Leave**

a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, child, or member of immediate household. Upon approval of the Provost, an employee may use additional accrued sick leave for such absences.

b. The purpose of sick leave is to accommodate an employee while she/he is sick or injured, and unavailable to perform her/his duties. An employee on sick leave, therefore, may not accept employment or perform consulting services for another employer.

c. (1) A tenured/tenure-track employee who has accrued sick leave at the University shall, for purposes of this *Agreement*, be credited with such accrual as of the effective date of this *Agreement*.

(2) There is no maximum on the number of non-compensable sick leave days an employee may accrue.

d. During the first three years of employment at the University, an employee shall earn sick leave at the rate of 20 work days per academic year or 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, whichever is greater. Thereafter, the employee shall earn sick leave at the rate of 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, irrespective of the term of the employee's contract. During the first three years of employment at the University, sick leave will be credited to employees at the beginning of each academic year. Thereafter, sick leave shall be earned on a monthly basis.

e. Sick leave must be taken in units of no less than one-half day. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed at the University and provided to each employee. An employee on sick leave will remain in that status until she/he informs the University that she/he is able to return to work.

f. Sick leave may be used only during the term of an employee's period of appointment.

g. Deductions of sick leave shall not be made during any Board-approved holiday. One day of sick leave shall be deducted for each day the employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week, unless the employee is scheduled for more than five days.

h. (1) Upon cessation of employment with the Board, for at least 30 days an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984, and before January 1, 1998.

(2) The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 28.7.d. minus any days, or fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 28.7.d. on or after January 1, 1984, and before January 1, 1998. Accrued sick leave days shall be used in the order in which they have been accrued.

(3) An employee who has received a lump sum payment for accrued sick leave in accordance with this Article and who, within two years of the cessation of his/her employment with the Board is reemployed by the Board, may have his/her accrued sick leave restored if, within 30 days after the commencement of such re-employment, the employee repays said lump sum payment to the Board for the benefit of the University at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount she or he was paid for one day of accrued sick leave. An employee may have part or all of her/his accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, she or he shall not be entitled to have any such sick leave so restored.

(4) Public Act 92-0599

(a) Pursuant to Public Act 92-0599 and subsequently upon the employee's written request, unused sick leave that can be used for sick leave buy-out as provided in Articles 28.7.h.(1) and 28.7.h.(2) above will be paid at the current rate of earnings as part of earnings from the University during up to two academic years as defined by SURS prior to retirement, subject to the 20% limitation specified in PA 92-0599 and the guidelines set by SURS. The employee must submit in writing an irrevocable election to retire prior to receiving this benefit.

(b) In the event that Public Act 92-0599 is amended, the Board and the Union agree to reopen this article for renegotiation.

(c) In the event that Public Act 92-0599 is repealed in whole or in pertinent part, unused sick leave that can be used for sick leave buy-out as provided in Articles 28.7.h.(1) and 28.7.h.(2) above will not be paid as part of earnings from the University during up to two academic years as defined by SURS prior to retirement, except as allowed pursuant to the repeal of the act.

i. Upon recommendation of the Provost, the University President may grant a tenured or tenure-track employee a leave with full pay for a period not to exceed 60 calendar days, if the employee: (1) has completed at least three full academic years of service at the University, (2) has exhausted all sick leave benefits under the terms of this *Agreement*; (3) is a participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

j. (1) Nothing herein shall be construed to prevent or limit a University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.

(2) Nothing herein shall be construed to prevent or limit a University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases,

sick-leave days used will be pro-rated until the employee is able to return to a full-time status.

k. Bargaining Unit employees are eligible to participate in the sick leave bank established and administered by the University and in so doing shall be subject to the policies of the sick leave bank. For this purpose only, one-half day shall be deemed to equal four hours.

28.8. **Personal Leave**

Up to five days of earned (cumulative) sick leave per year may be used for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must receive approval prior to the leave being taken.

28.9. **Professional Meetings and Work-Related Travel**

a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.

b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

28.10. **Bereavement Leave**

Leave with pay of up to five days per occurrence in accordance with University Policy will be granted to an employee for the purpose of attending a funeral or memorial service for a deceased member of the employee's immediate family, immediate household, or a deceased relative. Bereavement leave may only be used during the term of an employee's contract. Bereavement leave may not be accrued. Upon approval of the Provost, an employee may use accrued sick leave for bereavement leave requirements in excess of five days.

28.11. **Leave for Court-Required Service**

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay, and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (a) appearing as a party in a non-job related proceeding involving such employee, (b) appearing as an expert witness when the employee is compensated for such appearance, or (c) appearing as a plaintiff or complainant in a proceeding in which the Board or the University is a defendant or respondent.

28.12. **Educational Benefits**

a. A full-time employee may enroll for credit at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.

b. The natural, adopted, foster, or step-children, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be employees, the death of

one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

28.13. **Benefits While on Compensated Leave**

a. An employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

28.14. **Previously Accrued Leave**

a. If an employee has accrued cumulative annual leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative annual leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.

b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Article 28.7.h.

28.15. **Post-Retirement Employment**

A tenured/tenure-track employee who is planning to retire from the University may request, at least six months prior to retirement, part-time, post-retirement employment for one year. This appointment may be renewed on a year-to-year basis. During this post-retirement employment, the retiree will not be a member of the bargaining unit. The retiree's State Universities Retirement System annuities and benefits, and the effect on those annuities and benefits by this post-retirement employment, will be determined by the State Universities Retirement System.

ARTICLE 29

COMPENSATION

29.1. **Salary Increases**

a. Each fiscal year, salary increases will be distributed to eligible individuals as follows:

(1) First, across-the-board straight percentage salary increases will be distributed effective September 1 for Units A and B faculty and July 1 for Unit B academic support professionals. For FY13, FY14, FY15, and FY16 the across-the-board increase is 1.5%.

(2) Second, employees with monthly salaries below the minima, as defined in Article 29.3., will be raised to the minimum salary.

(3) Third, promotion, PAI, PBI, merit, and ACA increases will be distributed to those eligible retroactive to September 1 for Units A and B faculty and to July 1 for academic support professionals

b. The across-the-board salary increase distribution shall be determined by the specified across-the-board percentage increase based on an individual employee's previous year's salary .

c. There will be a salary re-opener if the President declares financial exigency.

d. In the event that the University's income (state appropriation + tuition) increases by 4.0% or greater between FY14 and FY15 and/or FY15 and FY16, a salary reopener will occur if the UPI Chapter President or EIU President requests such within 30 days after the budget is determined. In this case, increases in state appropriation will not include increases that occur as a result of a cost shift for employee benefits previously provided by the state.

29.2. **Promotional and Professional Advancement Increase**

a. An employee shall receive an increase for promotion from one academic rank to another during the previous academic year as long as the promotion is to become effective with the beginning of the current academic year.

b. The amount of the promotional and professional advancement increases per month shall be 7.5% of the employee's previous year's monthly salary provided that the increase will not be less than $525 per month or more than $850 per month.

29.3. **Minimum Salaries**

a. Minima Levels

For the purposes of determining minimum salaries each Unit A employee shall be assigned a minima level. The minima levels shall be based on an employee's rank and the number of academic years of service in that rank that he or she has completed at the University, in accordance with the following table:

	0-2 years in rank	3-8 years in rank	9-14 years in rank	15+ years in rank
Professor	Level G	Level H	Level I	Level J
Associate Professor	Level E	Level F	Level G	Level H
Assistant Professor	Level C	Level D	Level E	Level F
Instructor	Level A	Level B	Level C	Level D

Employees with 12 or more completed academic years of service in rank at the University, when promoted, are credited with three completed academic years of service in the new rank for the sole purpose of determining his or her minima level.

b. Minimum Salaries

Each academic year, the Board shall adjust the salary of an employee whose salary is less than the applicable minimum below. The minimum monthly salaries for each minima level shall be as follows:

LEVEL	FY13 MIN	FY14 MIN	FY15 MIN	FY16 MIN
A	3,796	3,853	3,911	3,969
B	4,137	4,199	4,262	4,326
C	4,867	4,940	5,014	5,089
D	5,304	5,384	5,465	5,547
E	5,807	5,894	5,982	6,072
F	6,328	6,422	6,519	6,617
G	6,850	6,953	7,057	7,163
H	7,491	7,603	7,717	7,833
I	8,129	8,251	8,375	8,500
J	8,770	8,901	9,035	9,170

29.4. **Achievement and Contribution Awards**

Each year, the Achievement and Contribution Award recipients chosen by the ACA Selection Committee shall receive a monthly base increase of $110 per month retroactive to the previous September 1.

29.5. **General Eligibility**

a. Faculty in Unit A will be eligible for a salary increase if (i) he or she is employed in a Unit A position as of the date of the ratification of this *Agreement* by the Board and the Union or September 1 of the academic year in which the salary increase is granted, whichever is later, and either (ii-a) he or she was employed in a position described in Appendix A at the University for at least one academic term during the previous academic year or (ii-b) he or she is returning to a previously held Unit A position following employment in a permanent full-time position at the University for at least one academic term during the previous academic year.

b. An employee shall not be eligible for the academic year's salary increases if prior to his or her employment in a Unit A position, the employee has received a salary increase from the University for the academic year.

29.6. **Initial Appointment and Degree Completion**

a. A person who receives an initial appointment to a position in the bargaining unit for or during an academic year shall be appointed at a salary at least equal to the applicable minimum salary for that academic year as specified in Article 29.3.

b. In addition to the salary increases specified in Article 29.1, the Board will grant a salary increase of $225 per month, effective September 1, to each eligible employee: (1) who completes all requirements for his or her first terminal degree from an accredited graduate school during his or her initial three academic terms as a Unit A employee at the University; (2) who presents satisfactory evidence thereof to the Provost by November 1 of the year in which the increase is awarded; (3) who has not previously received a salary increase for completion of the degree; and (4) who does not have a provision for such an increase made in his or her initial offer.

c. The terminal degrees for which the increase specified in paragraph b. above will be granted are the Doctoral degree, MFA degree or the MLS degree with an additional Master’s degree. A degree in Fine Arts or Library Science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of the MFA degree or MLS degree will be treated as the equivalent for the purpose of the increase specified in paragraph b. above.

d. The increase specified in paragraph b. above will also be granted to each employee who, during the specified period, completes all of the requirements for the MSW degree. A degree in social work from an accredited graduate school which is recognized by the granting institution and the major professional association in the field of social work as the academic equivalent of the MSW degree will be treated as the equivalent for the purposes of the increase specified in paragraph b. above.

e. The increase specified in paragraph b. above will also be granted to each teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 2002, and: (1) who at the beginning of the

period specified in paragraph b. above has completed at least 30 semester hours, or the equivalent, of graduate study in an appropriate discipline and who during the period completes a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline in addition to the 30 hours or equivalent; or (2) who at the beginning of the period specified in paragraph b. above has a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline and who during the period completes 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The question of whether a Doctoral degree was offered in the United States as of September 1, 2002, shall be determined by reference to the most recent edition of the College Blue Book, Degrees Offered by College and Subject. Any questions concerning whether a proposed Master's degree is in a related discipline or whether the proposed 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be addressed in writing to the Provost. The Provost shall respond, within 30 days, to the request in writing regarding her/his determination of whether or not the degree or hours are in a related or appropriate discipline. The acceptance of the Provost shall not be unreasonably withheld.

f. The increase specified in paragraph b. above will also be granted to each eligible employee who, during one of the specified periods, completes all requirements for a second terminal degree or an additional graduate or professional degree from an accredited graduate or professional school if the Provost has agreed in writing that the employee should undertake the degree program for the purpose of increasing her/his academic skills or to develop expertise in additional areas directly related to her/his professional assignment.

g. During the term of this *Agreement*, the degrees specified in paragraphs c. and d. above will be recognized as terminal degrees only for purposes of the increase specified in paragraph b. above and for no other purpose.

29.7. **Summer Session Salaries**

a. For a faculty member who receives a summer session assignment in accordance with Article 6.9., the assignment shall be compensated at 78% of the employee’s monthly salary for the immediately preceding academic year for 2013, 2014, and 2015 and at 80% of the employee’s monthly salary for the immediately preceding academic year for 2016. An employee shall receive one-third of one month’s salary for each assigned credit unit up to six credit units.

b. For a faculty member who receives a summer session assignment in accordance with Article 6.9., assignments of six or fewer credit units shall be compensated as described in Article 29.7.a., and assigned credit units in excess of six credit units shall be compensated as overload in accordance with Article 29.11. For a faculty member who receives an extended contract outside of the nine-month academic year and a summer session assignment in accordance with Article 6.9, assignments totaling nine or fewer credit units shall be compensated at 100% of the employee’s monthly salary for the immediately preceding academic year for the term of the extended contract. Summer assignments in addition to the extended contract shall be compensated according to 29.7.a. Assigned credit units in excess of nine total credit units shall be compensated as overload in accordance with Article 29.11.

c. The compensation for a faculty member who receives an approved pre-retirement summer session assignment in accordance with Article 6.9.i. shall be at 100% of the employee's monthly salary for the immediately preceding academic year for 2013, 2014, and 2015 and at 80% of the employee's monthly salary for the immediately preceding academic year for 2016.

29.8. **Grant/Contract Salaries**

If an employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost. Any amount earned shall be in addition to the employee's basic salary. This section shall not apply to grant or contract work performed during approved sabbatical assignment.

29.9. **Counteroffer**

a. The University President may approve a salary increase to retain an employee who has received a bonafide offer of other employment which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.

b. The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the President.

c. An employee shall not be eligible to receive a salary increase under paragraph a. above until her/his second year of full-time employment in the bargaining unit. An employee who receives a counteroffer in her/his second year of employment will not be eligible to receive another such increase until the sixth year after the increase. An employee who receives a counteroffer in her/his third year of employment will not be eligible again until the fifth year after the increase. An employee in his/her fourth or later year of employment will not be eligible again until the fourth year after the increase.

d. An employee who receives an increase under paragraph a. above shall be eligible for the increases specified in Articles 29.2, Promotion and Professional Advancement Increase; and 29.4, Achievement and Contribution Awards, if the employee is otherwise eligible for the increase under the terms of this Article and under the terms of Article 29.2. An employee who receives an increase under paragraph a. above shall not be eligible for the increase specified in Article 29.1, except as provided below.

e. An employee who receives an increase under paragraph a. above shall be eligible to receive the difference between the increase under paragraph a. above and the increase specified in Article 29.1 if the increase under paragraph *a*. above is less than the increase specified in Article 29.1.

f. Each employee in her/his second or later year who receives a salary increase under paragraph a. above shall agree to serve at the University for two academic years subsequent to the academic year in which the increase is received and shall give a

judgment note to the Board of Trustees for the amount of the increase, said judgment note to be canceled at the end of the required period of service or at the death or permanent disability of the employee.

g. The Union Chapter President shall be notified of the details of the counteroffer within 30 days and shall be provided an explanation of the reasons for the counteroffer upon request.

h. The approval of or failure to approve an increase under paragraph a. above shall not be subject to the grievance procedure specified in Article 19. The Union may file a grievance concerning any other aspect of Article 29.9. The grievance must be filed within the time limit for filing a grievance specified in Article 19.9.b.

29.10. **Transfer and Reassignment Adjustments**

The University may adjust an employee's salary based upon transfer or reassignment in accordance with paragraphs a, b, and c below. An employee may request an adjustment by notifying in writing the Provost of the desired adjustment. The employee may include endorsement by her/his supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next term of employment. If the request is denied, the employee will be so notified, in writing, by the Provost. Such request shall not be unreasonably denied.

a. The salary of an employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.

b. The salary of an employee who is transferred, pursuant to Article 14, from one department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving department.

c. Within 30 days after the granting of an increase under this Section, the Union Chapter President shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

29.11. **Overload**

a. An employee who is assigned duties in excess of the top of the relevant credit unit range specified in Article 6.2, or an employee who receives a summer session assignment with assigned duties in excess of six credit units, or an employee who receives extended contract and summer session assignments with assigned duties totaling in excess of nine credit units shall be compensated for excess units at the overload rate specified in Article 29.11.c.

b. If a Continuing Education assignment paid from the School of Continuing Education budget or a Study Abroad assignment results in an academic year overload for an employee, then the employee shall be compensated at the overload rate for all credit units awarded for that assignment. For instance, if a full-time faculty member with assigned

duties totaling 22 credit units for the academic year subsequently receives a 3 credit-unit assignment for and paid by the School of Continuing Education, then that faculty member shall be compensated for 3 credit units at the overload rate.

c. The overload rate per credit unit shall equal $1,015 for FY13, $1,030 for FY14, $1,046 for FY15, and $1,061 for FY16..

29.12. **Off Campus Travel Compensation**

University credit unit guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off campus assignments.

29.13. **Summer Research Awards**

Each summer, the University agrees to provide a pool of $80,000 in Summer Research Awards for Unit A faculty, awarded in accordance with established University procedures.

ARTICLE 30

COPYRIGHTS AND PATENTS

30.1. **Preamble**

The Board and the Union recognize that the creation of educational and scholarly materials can be of benefit to the author, the University, and the public and is to be encouraged. Therefore, the Board and the Union agree that this Article is intended to foster the traditional freedoms of faculty, staff, and students with regard to the creation, publication, and dissemination of copyrightable works and patentable discoveries. At the same time, the policy set forth in this Article is intended to provide a fair and reasonable balance of the interests in such intellectual property among creators, sponsors, the University and the public.

The Board and the Union recognize the following guiding principles pertaining to policies on intellectual property, copyright and patent:

a. Faculty and academic support professionals, with the use of University facilities and resources, are in the best position to create intellectual property;

b. Since the free search for truth and its free exposition are essential to the common good, policies on intellectual property, copyright and patent should not abridge academic freedom;

c. Policies on intellectual property, copyright and patent should promote academic quality and thus should recognize the central role of interaction among students, faculty, and academic support professionals;

d. Educational materials and other intellectual property are created in an environment of dynamic interaction between teacher and learner and do not by themselves constitute a course apart from the faculty member who created them; and

e. Policies on intellectual property, copyright and patent should encourage and reward employee creation of intellectual property.

This Preamble is a statement of commitment and is not subject to Article 19, Grievance Procedure.

30.2. **Definitions**

a. Work

Within the context of this Article, a “work” shall mean a copyrightable work under United States law. In accordance with 17 USC 102, “copyright protection subsists in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.”

Works of authorship include, but are not limited to, the following:

(1) books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, programmed instructional materials, syllabi, tests, and proposals;

(2) lectures, audio-visual presentations, dramatic or musical works, and scripts;

(3) films, audio tapes, videos, CD-ROMs, DVDs, charts, transparencies, and all other audio-visual aids;

(4) pictorial, graphic, sculptural, textile, and documented conceptual works;

(5) computer programs.

b. Invention

Within the context of this Article, an "invention" shall mean a patentable invention under United States law. In accordance with 10 USC 100, "The term 'invention' means invention or discovery."

According to 10 USC 101, "Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefore, subject to the conditions and requirements of this title." (In accordance with 10 USC 100, "The term 'process' means process, art or method, and includes a new use of a known process, machine, manufacture, composition of matter, or material.")

30.3. **Copyrights: Employee Rights, Responsibilities and License**

a. Presumption of Ownership

In keeping with academic tradition, except in the case of commissioned works as defined in 30.4.a and subject to any restrictions imposed by outside sponsoring or funding organizations, an employee (faculty member or academic support professional) who produces any work shall own the copyright therein and have exclusive rights thereto subject to the provisions of this *Agreement*. The Board waives any claim to revenues generated by the commercialization or sale of an employee-owned copyrighted work.

b. Responsibilities of Ownership

(1) It shall be the obligation of the employee to protect his or her rights to an employee-owned work in accordance with applicable law. Nothing in this *Agreement* shall shift this obligation from the employee to the Board, the University, or the Union. Employees producing intellectual property are advised to inform themselves about relevant regulations.

(2) Any opinions expressed in an employee-owned work shall be considered solely those of the employee(s) and shall not be taken as those of the Board, the University, or the Union.

(3) Neither the Board nor the Union shall be held responsible for resolving any copyright dispute among multiple authors. Multiple authors are advised to agree among themselves in advance as to the interest of each in the ownership of the copyright to a work.

(4) Prior to providing, marketing or selling an employee-owned work directly to another associate-, baccalaureate-, masters-, or doctorate-degree granting institution, the employee shall notify the Provost and the Chapter President in writing of his or her intent to enter into such a transaction. Further, the employee is advised to be in compliance with Illinois Statute 110 ILCS 100/1, the University Faculty Research and Consulting Act, which requires that each full-time faculty employee obtain the prior written approval of the President, or designee, before undertaking, contracting for, or accepting anything of value for research or consulting services for any person or organization other than the University.

c. The employee retains the right to require an appropriate and customary acknowledgement of the employee's contribution to a commissioned work (as described below in 30.4.a).

d. The Board grants the employee an irrevocable, non-exclusive, royalty-free license to use and copy, but not sell, University-owned intellectual property made available as a service in support of the employee's duties and professional obligations, whether assigned or unassigned, as described in Article 6.1.

30.4. **Copyrights: Board Rights and License**

a. Commissioned Works

The Board shall own, in whole or in part, the copyright to a work if and only if:

(1) The work has been expressly commissioned in writing by the Board; and

(2) The commission of the work does not violate the Board's recognition of the Union as the sole bargaining agent for academic employees in the bargaining unit as described in Article 1.1; and

(3) Prior to commissioning the work, the Board or its designee has consulted the Chapter President regarding the consistency of the commission with the *EIU-UPI Agreements*; and

(4) The Board and the employee(s) have knowingly and voluntarily entered into a signed, written agreement which clearly states the interest in ownership of each party, including shares of any possible revenues; and

(5) A copy of the aforementioned agreement has been filed with the University Counsel and with the Chapter President.

b. The Board retains the right to control whether the University's name, University logo or athletic logo is displayed in association with an employee-owned work.

c. The Board retains the right to require an appropriate and customary acknowledgement of University support of the creation of an employee-owned work.

d. The employee grants the Board an irrevocable, non-exclusive, royalty-free license to use and copy the employee's work internally for purposes of

(1) program administration;

(2) assessment; and

(3) advisement.

The employee grants the Board an irrevocable, non-exclusive, royalty-free license to use and copy the employee's work for review by external agencies and constituencies for the purposes of

(4) program accreditation or assessment of curriculum; and

(5) facilitating articulation of courses and programs.

Nothing in this Article prevents the Board from requesting permission to use the employee's work for other purposes. Such request shall be in writing, and the use may proceed only if such permission is granted in writing by the employee.

e. If an employee is absent from his/her duties, the employee grants the Board a non-exclusive, royalty-free license to course materials previously supplied to students in the classes from which an employee is absent. Under this license, use of these course materials is limited to fulfilling the absent employee's teaching duties and distribution of these course materials is limited to employees who have been assigned the absent employee's teaching duties and to students enrolled in the classes from which the employee is absent. This license extends for the duration of the employee's absence or the remainder of the academic term or summer session during which the absence occurs, whichever is shorter.

f. If an employee resigns or is terminated from his/her position at the University, the employee grants the Board a non-exclusive, royalty-free license to his/her course materials without change. Under this license, use of these course materials is limited to classroom use. This license extends for one year after the employee's resignation or termination date.

30.5. **Patents**

The University guarantees that the "appropriate share of the income and ownership of said patent… paid to the inventor or discoverer" (as stated in Board of Trustees Regulation II.A.16.b.(3)) shall not provide the inventor with less than 50 percent of the net royalty and fees (net after the University has recovered all costs related to obtaining the patent).

ARTICLE 31

DURATION AND IMPLEMENTATION

31.1. **Duration**

The terms of this *Agreement* shall become effective upon execution of this *Agreement* by the Board and the Union and shall remain in effect through August 31, 2016.

31.2. **Implementation**

The economic terms of this *Agreement* shall not be implemented until the amount required therefore is appropriated and made available to the Board for expenditure for such purposes. If less than the amount needed to implement this *Agreement* is appropriated and made available to the Board for expenditure, the Board and the Union shall meet and negotiate regarding allocation of the amount appropriated.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives, have executed this *Agreement* on September 21, 2012.

BOARD OF TRUSTEES
EASTERN ILLINOIS UNIVERSITY

Chair, Board of Trustees

President

Chief Negotiator

UNIVERSITY PROFESSIONALS OF ILLINOIS
LOCAL 4100/EASTERN ILLINOIS
UNIVERSITY CHAPTER

President

Chapter President

Chief Negotiator

APPENDIX A

CERTIFICATION OF REPRESENTATIVE

ELECTION ADMINISTRATOR
525 West Jefferson, Suit 200
Springfield, Illinois 62702

In the Matter of:	:	
AFT Faculty Federation - BOG	:	
Petitioner,	:	
and	:	
American Association of University	:	
Professors, Board of Governors	:	
Universities, (AAUP),	:	
Intervenor,	:	Board of Governors
and	:	Representation
Board of Governors of State Colleges	:	Election
And Universities,	:	
Employer.	:	

CERTIFICATION OF REPRESENTATIVE

An election by secret ballot having been conducted in the above matter under the supervision of the undersigned; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objection having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided in the Board of Governors Regulations for Collective Bargaining by Academic Employees, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for AFT FACULTY FEDERATION - BOG and that, pursuant to Section 4.14 of Board of Governors Regulations for Collective Bargaining by Academic Employees, the said employee organization is the exclusive representative of all the employees in the unit set forth below.

UNIT: Shall include all academic employees employed as of September 15, 1976 at Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University and Western Illinois University, the universities under the jurisdiction of the Board holding full-time appointments as faculty, librarians, counselors, and learning services staff, at the ranks of instructor, assistant professor, associate professor, professor and at Governors State University only, University Professor.

The voting unit shall not include: (1) employees who hold visiting, clinical,, adjunct, affiliate, emeritus, or less than full-time faculty appointments, (2) employees who are employed on a temporary contract or whose positions are primarily funded from sources other than State appropriations to the Board of Governors universities, (3) students holding appointments as undergraduate or graduate assistants, (4) residence hall counselors and staff, intercollegiate athletic coaches whose principle duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department chairpersons, or any person employed in an administrative capacity, and (5) confidential, managerial or supervisory employees as defined in the Board of Governors Regulations for Collective Bargaining by Academic Employees and all other employees.

Signed at Springfield, Illinois
On the 3rd day of November, 1976.

Cyrus A. Alexander
Election Administrator

No: _____

Date: _____

APPENDIX B

GRIEVANCE FORM

EASTERN ILLINOIS UNIVERSITY/UPI LOCAL 4100

1. Grievant:

2. Home address:

3. Office No.:

4. Bargaining Unit: (Check One) **[ ] Tenured/Tenure Track**
[ ] ASP/Annually-Contracted Faculty

5. College and Department/Unit:

6. Mailing Address -- If grievant is represented by the Union, all communications should go to the Union Grievance Representative.

7. Provisions of Agreement violated (Article (s)/Sections):

8. Statement of Grievance (be specific, include dates of acts or omissions complained of):

9. Remedy Sought:

10. I will be represented in this grievance by (check one):
[ ] UPI [ ] myself
Union Grievance Representative's signature:_____(If Union is representing grievant, the Union Representative should sign here.)

I do [ ] do not [ ] (check one) want a postponement for 30 days to seek informal resolution of this grievance. Any additional postponements must be done in accordance with Article 19 here.

11. This grievance was filed with the President's office on:
Received by: (check one) **[ ] Certified registered mail, return receipt requested**
[ ] Personal Delivery -- Acknowledgment

_____

Signature of Grievant **(month) (day) (year)**

APPENDIX C

INTENT TO ARBITRATE

EASTERN ILLINOIS UNIVERSITY/UPI LOCAL 4100

NOTICE OF INTENT TO ARBITRATE

Grievance No.:_____ Date:

The EIU/UPI Local 4100 hereby gives notice of its intent to proceed to arbitration with the decision issued by the _____, dated:_____ and received by the Union on:_____.

In the grievance of:

Name of Grievant:_____ of

Name of Department:

This notice was filed with the President's office on: _____ by (check one) [ ] Certified Registered mail, return receipt requested; or [ ] Personal Delivery,

_____

Signature of Union President (month) (day) (year)

I hereby authorize the UPI Council, Local 4100, to proceed to arbitration with my grievance. I hereby also authorize the Union and the Board of Trustees or its representative to use, during the arbitration proceeding, copies of any materials in my personnel evaluation file and any files at the University which are pertinent to this grievance and to furnish copies of same to the arbitrator.

_____

Signature of Grievant (month) (day) (year)

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