

# **BACK TO WORK AGREEMENT**

**Between**

**the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY**

**and**

**the SIUC FACULTY ASSOCIATION, IEA/NEA**

**November 9, 2011**

The Board shall take no reprisals of any form including but not limited to any discipline/dismissal action, denial of tenure or promotion, assignment of basic workload or overload, access to summer/intersession appointments, research opportunity or support, loss or reduction of insurance coverage or benefits, sabbatical leave approval or return from sabbatical, for any Faculty member who participated, in a strike on any day during the period of November 3, 2011 through November 9, 2011. In the event of individual actions occurring during the time period of the strike, but unrelated to the protected activity, covered by this Back to Work Agreement the Board reserves the right to discipline if such disciplinary action is appropriate and consistent with the Agreement and subject to grievance arbitration (Article 6). Faculty who participated in the strike shall have their pay (including vacation and sick leave accruals and SURS contributions if applicable) reduced equivalent to the number of work days on strike. The amount of said pay reduction shall be deducted no earlier than the first paycheck in January of 2012. Final deduct procedures shall be discussed and finalized by the parties. Errors in calculation shall be corrected without penalty to the individual Faculty member or the University. If individuals separate before the full reduction is completed, amounts owed shall be deducted from the final check.

No strike related notice, warning, email communications and any other document or electronic posting regarding events, activities, and work-related matters pertaining to the strike action of November 3, 4, 7, 8, and 9 shall be placed in a Faculty member's personnel or employee record(s) (paper or electronic) and, if already in such a record, shall be removed and expunged except that such documentation associated with any discipline for actions unrelated to the protected activity covered by this Back to Work Agreement shall be exempt from this provision subject to grievance arbitration (Article 6).

Board representatives shall reinstate access to Faculty members' emails, communication, Blackboard, or other electronic platform. All access shall be in accordance with Board policy. Neither party shall retaliate against any employee, student, temporary workers, Faculty, or any other individual for exercising his/her rights under the IELRA to participate in the strike or to not participate in the strike action, or for performing or not performing any work duties, attending classes, or engaging in any other protected activities before or during the strike period. Decisions related to an individual's grades, promotions, tenure status or track, etc. shall not be impacted by

either party or any individual members of either party for these individuals exercising their rights under the IELRA.

The Board agrees that its agents shall take no disciplinary action against any Faculty member for his/her participation in any event, action, activity, or conduct related to the strike of November 3-9, 2011, and any time period before November 3, 2011 for engaging in activities protected under the IELRA. The Association agrees to not file or pursue any unfair labor practice charge or other legal action against the Board's agents for their conduct related to the strike whether prior to and/or during the strike.

The Board also agrees to take no legal or disciplinary action against any student, graduate assistant, civil service employee, administrative professional employee or non-tenure track faculty member for his/her actions in support of the Faculty Association during the strike.

SIUC Faculty Association, IEA/NEA

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