

Précis of 2011-2014 Tentative Agreement

Summary of changes from 2006-2010 contract, with select items retained in the present agreement.

* Reflects developments since the imposed terms of March 29, 2011.

** Reflects developments during the strike period (November 3-9, 2011).

Article 1: Definitions.

Transgendered persons now explicitly included in contract terms.

Article 4: Association rights.

No release time for FA president sought.

Article 5 (and Addendum X): Operating Papers.

* Operating papers must now include language on workload criteria.

* Disputes about amendments resolved in timely fashion, ultimately by outside panel (for contact-hour/ credit-hour equivalencies) or by provost (report required if overruling faculty).

* Library Affairs operating paper clearly defined as a college operating paper.

Article 6: Grievance procedure.

Streamlined process no longer requires involvement of chairs.

Article 8 Workload

* Workload for library affairs more clearly defined.

* Off-campus teaching assignments are voluntary.

Distance education (DE):

Responsibility for DE programs now rests with academic units.

* Credit hours in DE programs will count toward the student-Faculty ratio.

* SIUC shall not outsource DE courses, but may join consortia.

* Faculty members may reject DE assignments for *bona fide* pedagogical reasons.

Overload:

Overload assignments are voluntary.

** Overload assignments cover only extra courses outside normal workload.

* Overload one semester may be compensated for by reduced teaching in a subsequent semester.

** Face to face overload courses at one month pay.

** DE courses at 0.5-1.0 month pay for now; cost study to determine if this is justified.

Article 9: Program changes

* Review procedure applies to any significant changes, not only those requiring BOT approval; sequence of steps clarified.
Student-Faculty ratio of 26:1 unchanged (and includes DE).

Article 11: Discipline, dismissal, and non-reappointment

Reordering of disciplinary process for greater clarity.

Article 14: Salary

* * Across the board raises for FY 2011-2014 will be 0%, 1% (starting January 1), 1%, and 2%.
5% of increased revenues from enrollment or retention gains would be split 50/50 between equity and across the board raises for faculty (as prior contract).

Article 15: Leaves of absence

* Faculty on 12-month appointments may take unpaid leave during the summer, with Board continuing to pay the employer's share of insurance premiums.
Clarification of language on sabbaticals.

Article 18: Furloughs

* No furloughs for 2012.
* Maximum of six furlough days.
* Stricter definition of conditions for furloughs.
* * Side letter to preserve ULP re 2011 furloughs (potentially recouping lost pay).

Article 19: Reduction in Force (financial exigency)

* * Transparent definition of a *bona fide* financial exigency following AAUP principles.
* * Contractualized process for declaring and implementing layoffs for financial exigency.
* * Accountability via the right to strike if FA disputes finding of financial exigency, and bargaining to resolve this dispute fails.
* * Faculty guaranteed at least one year of employment after notice of layoff for financial exigency, save in dire & sudden crisis.
* * Access to university facilities during the recall period (office, library access, etc.) if laid off.

Addendum Y: Conflict of Interest and Sexual Harassment

* * Both to be bargained to agreement, using mediation if necessary, by May 15, 2012 (conflict of interest) and August 15, 2012 (procedures on sexual harassment).

Back to work agreement

* * Holds both parties harmless for actions during strike.
* * Holds supporters of FA (students, GA's, civil service, AP, NTT) harmless for support of strike.
* * Dock days for those on strike, deducted from pay not before January 1.

Bargaining objectives and the tentative agreement

The following compiles objectives from March 29, 2011 and July 27, 2011 reports on the FA website, and links them to articles in the contract addressing these objectives. Not all objectives that were addressed were fully met, of course.

1. Stopping the erosion of tenure and the potential for indiscriminate layoffs by insisting that layoffs be based on legitimate and verifiable determinations of financial exigency: Article 19.
2. Opposing unilateral salary reductions by means of furloughs or unpaid leave days save via legitimate and verifiable determination of financial need: Article 18.
3. Equitable workload standards and assignments, addressing contact hours, indirect teaching responsibilities, and new program delivery methods: Articles 5, 8, Addendum X.
4. Proper support for Faculty who are in academic units creating and implementing distance learning programs: Article 8.
5. A multi-year salary plan that attracts and retains excellent Faculty: Article 14.
6. Faculty hiring levels that reflect the priority of the academic mission at SIUC: Article 8 (distance education counted in student-faculty ratio) and Article 9 (ratio unchanged).
7. Strengthening faculty governance and shared governance in program changes and departmental decision-making: Article 5, Article 9, and Addendum X.
8. FA partnership with the administration expressed in the form of a reasonable fair share agreement (all faculty share the cost of union representation): Rejected by administration (despite referendum offer, 50% trigger: contrast other locals).
9. A ratified Agreement effective July 1, 2010: Entire agreement; note imposed terms language undermining ULP removed (Article 18/side letter).
10. Flexibility to offer academic year appointments in Library Affairs: Article 15.
11. Reform of inappropriate and out-of-compliance procedures regarding sexual harassment and conflict of interest: Addendum Y.

For further information on the bargaining process, see:

<http://siucfa.wordpress.com/>