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TENTATIVE AGREEMENTS.**

**AGREEMENT**

**Between**

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

**and**

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

**for Fiscal Years 2011-2014, Covering the Period**

**July 1, 2010 - June 30, 2014**

## **AGREEMENT**

This AGREEMENT is entered into this \_\_\_ day of November 2011, by and between the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY ("Board") and the SIUC Faculty Association, an affiliate of the IEA/NEA ("Association"), and only applies to said parties.

### **WITNESSETH:**

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

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

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

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

ARTICLE 1

DEFINITIONS

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

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

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

University -- The term "University" shall mean Southern Illinois University Carbondale.

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

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

## ARTICLE 2

### RECOGNITION

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

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

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

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

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

### ARTICLE 3

#### STATUS OF THE AGREEMENT

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

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

Section 3.03. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, such legal obligations thus imposed shall be controlling.

## ARTICLE 4

### ASSOCIATION RIGHTS

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

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

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

Section 4.03. Copies of Agreement. The Association shall provide to each member of the bargaining unit a copy of this Agreement. The Association and the Board shall each bear one-half (1/2) of the printing costs for the copies, including fifty (50) copies each for use of the Association and the Board.

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

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

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

If a Faculty member has no earnings due for a given pay period, the Association shall be responsible for collecting such Faculty member's amount due for that period. The Association will notify the University's Director of Human Resources (or designee) of the exact amount of the regular monthly membership amount due to be deducted within 15 days of the date this Agreement is executed, and thereafter within 15 days of the start of each academic year. The amount of said deduction shall not be subject to change for the duration of the academic year. If an improper deduction is made, and paid to the Association, the Association shall refund any such amount directly to the Faculty member involved.

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

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

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

representation provided by such counsel shall be subject to the approval of the Association, which approval shall not be unreasonably withheld. This indemnification provision shall not extend to errors that are solely the fault of the Board.

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

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

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

Section 4.08. Miscellaneous. A Faculty member shall have the right to submit for service credit participation in significant Association activities for evaluation by his/her Chair (or equivalent administrator).

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

**Note: deleted prior language on release time reimbursement for Association President contained in 2006-10 Agreement**

ARTICLE 5

OPERATING PAPERS

Section 5.01. Operating Papers. One of the purposes of Operating Papers is to set forth the manner in which Faculty are involved in the governance of their department, school, unit and/or college. The Library Affairs Operating Paper shall be considered to be a college operating paper.

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

- a. Mission statement;
- b. Definition of voting faculty;
- c. Merit criteria and process for awarding merit raises, including how the annual review process of Faculty is used in awarding merit raises;
- d. Tenure and promotion guidelines and procedures;
- e. Roles, responsibilities, and authority of committees;
- f. Policies on the use of proxies and the integrity of the secret ballot process (e.g., double blind balloting);
- g. Process for determining the composition of committees;
- h. Role and responsibilities of the Chair/Director and procedures for Faculty to provide recommendations to the Dean on the appointment and review of a Chair/Director;
- i. Procedure for reviewing and amending the operating paper;
- j. Academic qualifications of new Faculty to be recruited;
- k. Criteria to be applied when determining workload. Any such language shall be in compliance with the provisions of Article 8. Credit hour equivalencies shall be adopted exclusively in accordance with Addendum X.

Section 5.03. Approval of Operating Papers. In order to ensure the orderly conduct of each department, school, unit, and college with Faculty covered by this Agreement, the Faculty of each such department, school, unit, and college shall adopt and maintain an operating paper consistent with Board statutes, the College's operating paper (for department, school, and unit operating papers), and with the terms of this Agreement. Following open debate, any new operating papers shall be subject to the approval of a majority of Faculty who vote by secret ballot in each department, school, unit, and college. Such operating papers shall also be subject to the approval of the appropriate Dean (for department, school, and unit operating papers) and the Chancellor or the Chancellor's designee (for department, school, unit, and college operating papers). The Association shall be provided with a copy of any new or updated operating papers approved by the Chancellor or the Chancellor's designee.

If a new department, school, unit, or college is created, said department, school, unit, or college shall have until May 1 of the first academic year of formation to adopt an operating paper. The Provost or designee and Faculty Association President shall establish a calendar deadline for review by Department/College, Provost/Chancellor, and the resubmission/re-vote by units in order to meet the deadlines.

Disputes over approvals of operating papers shall be processed in accordance with Section 5.05 below, or, in the case of credit hour equivalencies, in accordance with Addendum X.

Section 5.04. Amendment of Operating Papers. Review and amendment of an operating paper that has been approved as provided in Section 5.03 above shall be done in accordance with the procedure specified in the applicable operating paper, and in the case of credit hour equivalency, in accordance with Addendum X. The amendment of operating papers shall also be subject to the approval of the appropriate Dean (for department, school, and unit operating papers) and the Chancellor or Chancellor's designee (for department, school, unit, and college operating papers). Disputes over amendments shall be processed in accordance with Section 5.05 below, or, in the case of credit hour equivalencies, in accordance with Addendum X.

Within thirty (30) days of approval of amendments or revisions, Faculty in the applicable College, Department or School shall receive a complete copy of the operating paper incorporating such amendments/revisions.

Section 5.05. Dispute Resolution. If there is a dispute between a department, school, unit, or college and the Administration over the amendment or approval of an operating paper, the following procedure shall be in effect:

- a. Disputes at the Dean level. The Dean will schedule a meeting within thirty (30) days

with an Association representative appointed by the Faculty Association President, the Chair/Director, and a Faculty representative appointed by the Faculty from the affected department, school, or unit to discuss the matter. The results of the meeting, representing the reasoning of all viewpoints by each party present at the meeting, will be reported by the Dean in writing to the Faculty in the affected department, school or unit within fifteen (15) days. After discussion, there shall then be a re-vote by written secret ballot. If the re-vote results in 60% or more of the eligible voters voting in favor of the pending amendment or approval, the amendment or full operating paper will be forwarded to the Provost for due consideration. If the balloting fails to achieve at least 60% of the votes in favor in the re-vote, the amendment or approval of the operating paper fails.

b. Disputes at the Provost level. The Provost will schedule a meeting with an Association representative appointed by the Faculty Association President, the Dean, and a Faculty representative appointed by the Faculty from the affected department/school/unit/college to discuss the matter. The Provost will give due consideration to all viewpoints presented at the meeting. The results of the meeting, representing the reasoning of all viewpoints by each party present at the meeting, will be reported in writing to the Faculty of the department/school/unit/college.

c. Final Determination. The Provost will make a final determination on the approval or denial of any amendment(s) or new operating papers that have passed through a. and/or b. above. If the Provost's determination reverses the vote or re-vote, the Provost within thirty (30) days shall provide to the Faculty of the affected department/school/college a detailed written report explaining the reasons for the decision.

Section 5.06. Grievances. Grievances under this Article shall be limited to cases in which approved operating papers do not exist, or to cases in which an operating paper is being implemented in a manner that is contrary to the express terms of this Agreement. If one or more Faculty members has a dispute over the interpretation or application of an operating paper that is not subject to the grievance and arbitration procedure set forth in this Agreement, the Faculty member(s) may process the dispute in accordance with the "Grievance Procedure for Faculty" as set forth in the then current *SIUC Employees Handbook*.

## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 6.01. Definition. A "grievance" is a dispute or difference of opinion raised during the term of this Agreement by a Faculty member(s) or the Association on behalf of a Faculty member(s) who has/have authorized the filing of such grievance in writing against the Board involving an alleged violation of one or more provision(s) set forth in this Agreement as to such Faculty member(s). The failure of the Association to file a grievance in instances where a Faculty member does not authorize the filing of same shall not be a precedent binding on the Association in future instances involving similar facts and circumstances.

In addition, a "grievance" is a dispute or difference of opinion raised during the term of this Agreement by the Association against the Board, involving an alleged violation of one or more provisions set forth in this Agreement concerning specific Association rights under this Agreement (e.g., dues deduction, Association use of University equipment, facilities or supplies, Association access and receipt of information, etc.). The Association may also file a grievance against the Board on behalf of a class of similarly situated Faculty members who have authorized the filing of same in writing and who have a grievance involving facts in common and alleging a violation of the same provision or provisions of this Agreement.

#### Section 6.02. Time Limits.

- a. Time limits throughout this Article referring to "days" will mean calendar days. The parties may, by mutual agreement, extend the time limits contained in this Article related to the filing, meetings, or processing of a grievance. Neither party shall arbitrarily and unreasonably refuse to agree to an extension of a time limit in this Article. If a party to this Agreement serves upon the other party a written request for an extension of time to file a grievance or request initiation of the informal process, then upon delivery of that request to the other party, the running of the filing period shall stop. If the other party denies the request for extension of time, then the grieving party shall have five (5) days or the remainder of the original filing period, whichever is longer, to file the grievance.
- b. If a grievance is not filed within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next level of the grievance procedure within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. If the Board does not answer a grievance within the specified time limits or any agreed extension thereof, the grievance may be considered to be denied at that level and immediately moved to the next level.

- c. During the term of this Agreement, once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15, and between May 15 and August 15, if either party notifies in writing that **the time limits be stopped.**

Section 6.03. Informal Process. The parties acknowledge that it is usually most desirable for a Faculty member(s) and the Board to resolve problems through free and informal communications, starting with the appropriate Administrator at the lowest administrative level. **Therefore, except for grievances related to actions occurring at the Chancellor's level or above, prior to filing a grievance in accordance with Section 6.04, the Association and/or Faculty member shall, in writing, request an informal meeting with the Administrator who made the decision which allegedly violated the contract no later than thirty (30) calendar days after the date the Faculty member(s), through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The meeting shall be held within ten (10) days of the date of the request to discuss the matter. If, however, the first date of the occurrence is after May 1 but before August 16, then written notification of intent to request an informal meeting must be submitted at the appropriate level within the foregoing thirty (30) day period, and the request for informal meeting must be presented no later than September 1 or thirty (30) days from the date of the first occurrence, whichever is longer.**

At any such informal meeting, the Faculty member(s) may be accompanied by another non-administrative member of the SIUC faculty and the Administrator may be accompanied by another Administrator. Other persons, mutually agreed upon, may attend any such informal meeting. **The Administrator shall provide a written response to the Faculty member(s) and the Association within ten (10) days of the meeting.**

Section 6.04. Formal Grievance Procedure. In the event the grievance is not resolved through the informal process, the parties agree to the following governing principles for the filing and processing of formal grievances:

- a. **If a settlement cannot be reached through the informal process provided in Section 6.03, the Faculty member(s) may file a formal grievance at the administrative level immediately above the level at which the action occurred that gave rise to the grievance except that if the action occurred at the Chancellor's level or above, the grievance shall be filed with the Chancellor. Any such grievance shall be filed within ten (10) days of the date after receipt of the written response at the informal level or in accordance with Section 6.05 below if the action occurred at the Chancellor's level or above.**
- b. **The written grievance shall contain a statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. The written grievance shall also provide evidence of the request for**

the informal process and the Administrator's written response based on the informal process.

- c. A meeting shall be held at the administrative level at which a grievance is filed within ten (10) days after the grievance is filed between the Administrator (or his or her designee) at that level, the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or Administrator may invite an additional person or persons to participate in the meeting, provided the name(s) is/are given to the other party at least 24 hours in advance of the meeting. The Administrator shall provide a written response to the Grievant(s) and the Association no later than ten (10) days after the meeting.
- d. If the grievance is not resolved at the level filed, the Grievant(s) may appeal to the next administrative level (e.g., an appeal of a Dean's determination shall be filed with the Provost). The Administrator (or designee) with whom the appeal is filed may hold a meeting with the Grievant(s) if the Administrator believes it is necessary. Any such meeting shall be held within ten (10) days after the filing of the appeal. The Administrator shall provide a written response to the appeal to the Grievant(s) and the Association within ten (10) days after the filing of the appeal or within ten (10) days after the meeting regarding the appeal, whichever is later.
- e. If the appeal is filed with the Chancellor, then the Grievant(s) shall have no further appeal rights and may elect to request arbitration in accordance with Section 6.06. If the grievance is filed with an Administrator other than the Chancellor, then the Grievant(s) may elect to appeal to the Chancellor. The Chancellor (or designee) may hold a meeting with the Grievant(s) if the Chancellor (or designee) believes it is necessary. Any such meeting shall be held within ten (10) days after the filing of the appeal with the Chancellor. The Chancellor or designee shall provide a written response to the Grievant(s) and the Association within ten (10) days after the filing of the appeal with the Chancellor or within ten (10) days after the meeting regarding the appeal to the Chancellor, whichever is later.
- f. If the appeal to the Chancellor does not resolve the grievance, then the Grievant(s) may request arbitration in accordance with Section 6.06 below.
- g. The parties agree that the processing of merit pay and workload grievances shall be given priority.

Section 6.05. Initiation of a Grievance at Chancellor's Level. If action that gives rise to the grievance occurs at or above the level of the Chancellor, then the Grievant(s) shall file a formal grievance with the Chancellor no later than forty-two (42) calendar days after the date the

Faculty member(s) through the use of reasonable diligence could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance shall contain a statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. A meeting shall be held within ten (10) days after the grievance is filed between the Chancellor (or designee), the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or Chancellor (or designee) may invite an additional person or persons to participate in the meeting, provided the name(s) is/are given to the other party at least 24 hours in advance of the meeting. The Chancellor shall provide a written response to the Grievant(s) and the Association no later than ten (10) days after the meeting.

Section 6.06. Arbitration. If the grievance is not settled through the process above and the Association wishes to appeal the grievance, the Association may refer the grievance to arbitration, as described below, by notifying the Chancellor in writing within fifteen (15) days of receipt of the written answer of the Chancellor (or designee) as provided to the Association:

- a. Association and Board representatives shall attempt to agree upon an arbitrator within ten (10) days after the Board's receipt of the Association's notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) proposed arbitrators who possess experience with higher education who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Otherwise, the arbitrator shall be chosen pursuant to the rules of the American Arbitration Association then in effect.
- b. The arbitrator selected shall set the time and place for the hearing, subject to the availability of Association and Board representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. Unless otherwise mutually agreed, the hearing shall be held on the Carbondale campus.
- c. The Board and the Association retain the right to be represented by representatives of their own choosing. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), such dispute shall be decided by the arbitrator selected by the parties.
- d. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.

Section 6.07. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law. For grievances filed after the date this Agreement is ratified by both parties, an arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the Faculty member who is the Grievant(s), the Association, or the Board) if any such party has engaged in frivolous litigation tactics for the purpose of delay or needless increase in the cost of processing a grievance. Any decision or award of the arbitrator rendered within the limitations of this Article 6 shall be final and binding upon the Board, the Association, and the Faculty members covered by this Agreement.

Section 6.08. Mediation. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties by mutual agreement may submit the grievance to mediation. In such event, the Board and the Association shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service, or a private mediator mutually agreed upon between the Board and the Association, to assist in resolving the grievance. In the event the Board and the Association mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the Board and the Association. At the specific request of the mediator, other Faculty and/or Administrators may be invited to assist in the resolution of the grievance.

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

Section 6.09. Information. Either party may request information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and why it is

relevant to the grievance in question. The party to whom the request is made shall respond in writing within ten (10) days as to whether or not the request will be honored in whole or in part and, if honored in whole or in part, a good faith estimate of the time needed to fulfill the request. Nothing herein is intended to require either party to collate or compile information for the other party, as opposed to providing relevant information or documents that already exist or reasonable access to such information or documents. If there is any dispute over providing information pursuant to this Section, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the grievance.

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

Section 6.11. Miscellaneous. No member of the bargaining unit who is serving in acting capacity as a Department Chair/Director shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article unless the appropriate Dean has granted the Acting Chair such authority. If the appropriate Dean grants such authority, it shall be in writing, with a copy provided to the Association. If such authority is not granted to the Acting Department Chair/Director, the grievance shall be filed with the Dean.

The parties acknowledge that during the term of this Agreement, any Faculty member may present a grievance, **formal or informal**, to the Board and have it **resolved** without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement, provided that the Association is present at such **resolution**.

Nothing in this Agreement is intended to preclude Faculty members from processing disputes that are not "grievances" as defined in Section 6.01 of this Article in accordance with the then current applicable University policy or policies.

The parties may, by mutual written agreement, skip levels in a specific instance.

Grievant(s), witnesses, and an Association representative may participate in the processing of a grievance in accordance with the provisions of this Article without loss of compensation, so long as Faculty members meet classes and other professional obligations. Meetings related to grievances shall be held at mutually agreeable times and places.

## ARTICLE 7

### NO STRIKES AND NO LOCKOUTS

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

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

ARTICLE 8

WORKLOAD

**Article 8. Workload**

Section 8.01. Workload.

- a. Faculty workload assignments shall consist of teaching, research/creative activity, and service. Such assignments shall be based upon a workload equivalent of twenty-four (24) credit hours of teaching per academic year. The following clarifications pertain:
  - 1) In addition to the twenty-four credit hour equivalency, Faculty members must maintain at least six office hours per week, during parts of at least two days. (An alternative arrangement for exceptional professional circumstances in a specific instance may be approved by the Chair/Director or other equivalent administrator.)
  - 2) A Faculty member may be relieved from all direct instructional responsibilities only when the Faculty member purchases at least 50% of his/her time through externally funded grants or contracts.
  - 3) The primary responsibility for establishing workloads and credit hour equivalencies shall rest with the departments or basic academic units.

b. Workload is defined as:

1) Teaching

- i. Direct teaching, including but not limited to classroom instruction in the regular academic year, courses with assigned credit hours and labs, clinics, master classes, studios, workshops, practicums, individualized lessons and all other class teaching formats (including face-to-face and virtual, such as Distance education) that bring Faculty and students into direct instructional relationships; and,
- ii. Indirect teaching (as defined in an approved operating paper), including but not limited to instructional assignments and assigned contact hours, such as thesis and/or dissertation supervision, serving as readers on theses and dissertations, special problems supervision, directed reading, field work, Faculty supervised independent study, supervision of research papers

(including departmental and honors theses by undergraduate students), new course development, undergraduate and graduate academic advising, supervision of internships and student teaching, professional development, duties of professional librarians, and any other assigned contact hours. Faculty tasks such as theses, dissertations, special problems, and independent study are not automatically considered to be equivalent with teaching typical graduate or undergraduate courses unless a departmental operating paper provides otherwise.

- 2) Research and creative activity, including but not limited to publication in its many forms, performances, presentations at academic and professional conferences, exhibits, and sponsored research;
- 3) Service, including but not limited to committee work, service to the Faculty Association (in accordance with Section 4.08), and consultative and/or organized activities, not only inside but also outside the University. Excluded from service are any and all activities that can be classified as teaching and/or research. The types of service and the distribution of service credit shall be determined in consultation with Faculty.

c. Workload assignments (This Section does not apply to Library Affairs Faculty).

- 1) In addition to the foregoing contractual provisions, in making Faculty workload assignments (i.e., the assignment of teaching, research/creative activity, and service), the Chair/Director (or equivalent) will consider the following primary factors: students' needs; the unit's needs; the Faculty member's expertise, interests and development needs (including a Faculty member's interest in seeking tenure and promotion), and the equitable distribution of workload within the department.
- 2) Prior to the end of the Spring semester, the Chair/Director (or equivalent) shall meet with each Faculty member in the unit to discuss the proposed workload assignment for the following Fall and Spring semesters. If a Department's operating paper so provides, proposed Faculty workload assignments will be reviewed by the Faculty. A Faculty member's workload assignment shall be subject to the approval of the Dean and, after approval by the Dean, a written record of the final workload assignment shall be provided to the Faculty member and Dean or designee by the Chair/Director (or equivalent). Changes in a final workload assignment can be made only for a subsequent change in circumstances (e.g., death or disability of a Faculty member, employment of new Faculty, the closing of previously scheduled courses, level of external funding from grants, increase or decrease in enrollment of assigned courses, reduction in total revenue, etc.).

#### d. Workload Assignments for Library Affairs Faculty

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

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

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

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

Section 8.02. Workload Grievances. If a Faculty member believes that the Chair/Director (or equivalent) has not complied with Article 8.01 and the appropriate operating paper in making his/her workload assignment, the Faculty member shall have the right to file a grievance and any such grievance shall be given priority in order to expedite resolution.

Section 8.03. Summer Teaching. In the case of an additional contract for summer teaching (for Faculty on nine-month appointment), the contract will be tendered as soon as reasonably practicable after the appropriate Chair or Director determines that there are sufficient students in the class to justify offering it. If a summer class is later canceled due to insufficient enrollment and the Faculty member chooses to continue the contract, the Faculty member shall be given an equivalent assignment (e.g., an additional course) during the summer or the following academic year.

Section 8.04. Off-Campus Teaching in the United States. Courses taught off the SIUC campus within the United States will be counted as part of teaching either in the workload assignment or as an overload, depending on the needs of the basic academic unit under whose auspices they are taught. Such assignments will be voluntary (unless a Faculty member is required to teach these courses as part of an offer letter or other agreement) and equitably assigned among those who wish to volunteer provided that a Faculty member who is more qualified to perform an assignment shall receive the assignment. Travel expenses incurred by the Faculty will be reimbursed in accordance with University policy.

Section 8.05. Temporary Overseas Assignment. Temporary assignments overseas in University facilities (e.g., the Study Abroad Center in Austria) will be worked out by the Director of that facility, the Chair of the department, and the Faculty member in question; although an effort will be made to keep the assignment similar to ones on campus in Carbondale, it is recognized that exact equivalence is not always possible given the different programmatic needs of courses of study abroad.

Section 8.06. Distance Education. The Board and the Association share a common goal to produce and deliver the most valuable and effective education for our students in the format and with the technology that most successfully meets that goal.

a. Definition. Instruction wherein Faculty and students are predominantly separated geographically, so that face-to-face communication is absent for all or part of a course, and instruction is accomplished instead through technologically mediated communication.

b. Rights and Responsibilities.

1) The development and delivery of Distance Education programs and courses shall be managed within the academic unit responsible for the program or course. The provisions of this collective bargaining agreement including but not limited to, Articles 10 and 17 apply to Distance Education courses.

2) Credit hours taught by Faculty in Distance Education courses shall be included in the FTE calculation for determining the student/Faculty ratio defined in Article

9.07.b.

- 3) Distance Education courses transmitted by another institution shall not be offered by SIUC at any site unless the Board and the other institution(s) enter into reciprocal agreements (such as a consortium), and such co-operation in the transmission of such Distance Education course(s) does not result in the elimination of programs and/or Faculty. In addition, a Distance Education course may be transmitted by another institution to an SIUC site in unique circumstances provided that the course does not have the effect of eliminating a Faculty position in the program and is not offered on an on-going and continuing basis.
- 4) Faculty participation in Distance Education courses assigned under Article 8 of this Agreement shall be recognized as appropriate academic activity and shall be given due consideration in Faculty evaluations for merit and tenure and promotion review.
- 5) A Faculty member may reject a Distance Education course as part of his/her assignment if he/she has a bona fide pedagogical objection to teaching the assigned course by Distance Education. Prior to rejecting such course, the Faculty member shall notify his/her Chair/Director and discuss the objections to determine whether a mutually agreeable arrangement can be reached. If no such agreement can be reached, the Faculty member shall notify his/her Chair/Director of such rejection and receive an alternative equivalent assignment.

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

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

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

d. Ownership. The Intellectual Property Policy [Addendum C] governs ownership of Intellectual Property, including course materials, developed through Distance

Education.

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

Courses developed and delivered through the ILP process or RFP (Request for Proposals) process are considered Works-Made-for-Hire. For courses that are not ILP or RFP and are developed for and delivered through Distance Education technologies, the definition for Traditional Academic [or Scholarly] Copyrightable Works (see Section C.II.C of the Intellectual Property policy [Addendum C]) will apply unless other arrangements are made.

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

Compensation for development, revision, or teaching Distance Education courses over and above the standard workload assignment will be in accordance with the Section 8.07 of this Article.

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

- f. Faculty Development. Faculty who develop and/or teach Distance Education courses shall be provided with reasonable technical support and opportunities for Faculty development, consistent with the needs of the Faculty and availability of Board resources and services for that purpose.

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

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

Section 8.07. Overload. Overload course assignments shall be handled pursuant to the Overload Compensation Policy as approved by the Board of Trustees effective February 24, 2011 except for the following provisions:

a. Overload assignment consists only of teaching an additional course(s) over and above the 24 credit-hour equivalency, per Article 8.01;

b. Overload course assignments shall be offered equitably to Faculty members provided that a Faculty member who is more qualified to perform an overload assignment shall receive the overload assignment;

c. The University shall, if practicable, provide a Faculty member up to five (5) calendar days to accept or reject the offer of an overload assignment;

d. It is recommended that overloads for untenured Faculty be kept to a minimum;

e. A Faculty member may voluntarily choose to teach a course that would otherwise be eligible for overload compensation without receiving or accepting any such compensation;

f. Overload course assignments shall be entered into by mutual written agreement between the Faculty and the Chair/Director;

g. As compensation for an overload assignment, the Board shall offer the Faculty member either:

- 1) financial compensation consisting of 1.0 of their monthly base salary for the equivalent of each three credit hours of face-to-face teaching; or
- 2) for the term of this 2010 – 2014 collective bargaining agreement, financial compensation consisting of 0.5 to 1.0 month of their base salary for the equivalent of each three credit hours of distance education / online course; or
- 3) a mutually agreeable reduction in the teaching assignment for the following academic semester or year.

h. Information. On or before August 15, the Board shall provide to the Association copies of all Faculty overload agreements (per Section 8.07.f.) for the previous year. The information may be provided in an electronic format. In addition, on or about October 1 of

each year, the Provost will provide a written report to the Association President that includes data on credit hours, student enrollment, revenue/cost per credit hour generated through overload and distance education for the prior academic year.

ARTICLE 9  
PROGRAM CHANGES

Section 9.01. Notice. Before any final action can be taken to initiate, merge, reduce<sup>1</sup>, or eliminate an academic degree program or academic department/school, the Board shall provide the Faculty in affected unit(s) and the President of the Association with any proposed plan prior to any Faculty vote on the proposed plan. The information to be provided with respect to any such proposed plan will minimally include:

- a. The reasons for the proposed plan;
- b. A copy of all documents clearly related to the proposed plan;
- c. Possible consequences, if any, of the proposed plan on the University's Carnegie Research Extensive status;
- d. If known, the direct effect, if any, on Faculty salary lines; and
- e. The deadlines for review by the Faculty in the affected unit(s) and the Association.

The sequence of events shall occur as follows:

1. Faculty Vote
2. Association Review
3. University Review
4. Demand to Bargain the Impact as Provided in Sections 9.02 through 9.05

Section 9.02. Faculty Vote. The Department Chair or Director in each affected unit shall call a meeting(s) with affected Faculty to discuss the provisions of the proposed plan at which all affected Faculty shall be provided the opportunity to discuss the proposed plan. Minutes shall be kept of any such meetings. Following the meeting(s), the Faculty in each of the affected units shall be given the opportunity at a stated time and place to cast a secret ballot on the proposed plan and the vote shall be immediately tabulated in the presence of the Faculty. The results of the vote, the minutes of the unit's meeting(s), and the unit's report on the proposed plan (including recommendations/suggestions and minority reports), if any, will be forwarded to the Faculty Senate or Graduate Council and the Association President.

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<sup>1</sup> For purposes of this Article, "reduce" shall mean reducing a department by separating, severing, or removing a program, but not eliminating it.

Section 9.03. Association Review. Within the published deadline for submitting responses, the Association may submit a written response with its analysis and recommendations concerning the proposed plan to the Faculty Senate or Graduate Council as appropriate. Such response shall be made prior to the submission of any reports by the Faculty Senate or the Graduate Council to the Board of Trustees.

Section 9.04. University Review. The traditional Faculty governance bodies, specifically the Faculty Senate and the Graduate Council, shall be responsible for preparing their final analysis and recommendations to the Board of Trustees within the specified deadline. Thereafter, the Board of Trustees shall make the final decision on the proposed plan. If the proposed plan undergoes substantive modification(s) once it has been submitted, with unit and Association reports to the Faculty Senate or Graduate Council, the Chair or Director of the affected unit(s) shall be informed of the modifications.

Section 9.05. Demand to Bargain Impact. Any demand by the Association to bargain over the impact of the plan's implementation on Faculty wages, hours, and other terms and conditions of employment that are not covered or otherwise dealt with by this Agreement shall be submitted in writing within thirty (30) days of the date that the Board of Trustees approves the proposed plan.

Section 9.06. Program Discontinuance. The Board may terminate the appointment of a tenured Faculty member(s) due to discontinuance of a basic academic unit (discontinuance shall not be construed to mean a merger of two or more basic academic units or the splitting of existing basic academic units) subject to the following conditions:

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

Section 9.07. Status of Faculty Lines.

- a. On or about October 1 of each year, the Provost or designee shall give written notification to the Association President as to the number of Faculty positions for each College in the current Academic year and as to the anticipated number in the following year. For the purposes of this report, Faculty positions shall mean Faculty in active status (head count), Faculty on unpaid leave status, and Faculty positions approved for active search.
- b. The Board will make a good faith effort to assure that the ratio of full-time equivalent students (i.e., Student FTE based upon the Integrated Postsecondary Education Data System definition) to Faculty (i.e., Faculty in active status (head count)) is not more than 26 to 1. The target number of Faculty shall be determined by dividing the number of such full-time equivalent students by 26. Thus, commencing on October 1 of each year if the number of Faculty is less than one for every twenty-six (26) students (FTE), the Board shall initiate good faith searches to hire prior to August 15 of the following fiscal year the number of additional Faculty necessary to achieve the 26:1 ratio described above.
- c. When Faculty lines within a department are vacated due to separation, death or resignation of Faculty and it has been announced by the Chair that the Faculty lines in question have not been approved by the Dean for active search, upon a timely written request by either Association President or the Dean of the affected college, a joint committee shall be established to review the matter. When so requested, the joint committee, which shall be advisory to the Dean, shall have two (2) Board appointees and two (2) Association appointees, unless the Association President and the Dean of the affected college mutually agree to increase or decrease the number of Board and Association appointees. Faculty appointees shall be from the affected college and shall be appointed by the Association President (or designee). Board appointees shall be from the affected college and shall be appointed by the Dean (or designee).

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

Within fifteen (15) days of convening the committee, the Chair shall submit the joint committee's analysis and recommendation, including any minority views, to the Provost and Vice Chancellor. Within fifteen (15) days of receiving the report, the Provost and Vice Chancellor's final decision shall be conveyed in writing to all committee appointees, as well as to all Faculty in affected departments. The

time limits in this paragraph may be extended upon the mutual agreement of both the Association and Board members of the committee.

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

## ARTICLE 10

### ACADEMIC FREEDOM AND FACULTY RESPONSIBILITIES

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

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

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

a. Teaching

- (1) Students: Students are central to the mission and very existence of the University. Their needs may vary by department, and by the level of the degree program in which they are involved. Students shall receive help outside the classroom from members of the Faculty. Faculty members shall mentor students in their academic pursuits, and respond to student questions about academic concerns, career possibilities, and other aspects of the student's professional development according to the student's needs as individuals and within the context of the program in which they are enrolled.
- (2) Classes: Faculty members have a responsibility to meet all scheduled contact hours in their teaching assignment. If for any reason the Faculty member cannot be present at a regularly scheduled session, the Faculty member shall notify his Chair or Director (or designee) as soon as

possible, and the Faculty member shall make arrangements to cover the lost time with students. Options for doing so may include, but are not limited to, substitute instructors, alternative meeting times, or special assignments. Unless otherwise mutually agreed upon between a Faculty member and his Department Chair, a Faculty member shall, absent emergency, consult in advance with his Chair or Director (or designee) regarding arrangements to cover a missed session.

- (3) Syllabus: The course syllabus is a document that must be provided to all students at the beginning of each semester (if possible at the first class meeting). Its contents must include, at minimum, course goals and topics, types of assignments (e.g., readings, types of oral and written exercises, term papers, etc.), and the means to be used in the evaluation of students. Additionally, the instructor is to provide his/her office hours, office location, and office telephone number as well as, if available, a University e-mail address.
- (4) Office Hours: Faculty members shall hold regular office hours at times convenient to their students. These office hours are to be listed on the syllabus, obtainable upon request in the unit office, and posted outside the Faculty member's office. In addition, Faculty members are expected to be reasonably accessible to students via electronic media.

b. Research

Consistent with the University's classification as a Carnegie Research Extensive, it is the aim of the Board and the Association to maintain and enhance a community of scholars and advance human knowledge through both applied and basic research. Faculty members are expected to participate in scholarly undertakings in research and/or creative activities, except as may be provided elsewhere in this Agreement.

c. Service

Faculty are expected to participate in the service mission of the University, in ways appropriate to their areas of expertise and the needs of the department, college, University, and their profession, except as may be provided elsewhere in this Agreement.

## ARTICLE 11

### DISCIPLINE, DISMISSAL, AND NON-REAPPOINTMENT

Section 11.01. Supersedence. The provisions of this Article (Discipline, Dismissal and Non-Reappointment), shall be in lieu of the provisions governing discipline, dismissal, and non-reappointment set forth in the 1996 SIUC Employee Handbook with respect to Faculty covered by this Agreement.

Section 11.02. Progressive Discipline. The Board agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of given conduct may justify immediate dismissal without any prior progressive discipline.

Section 11.03. Types of Discipline. Discipline under this Article shall be for just cause and may include, but is not necessarily limited to, a reprimand (either oral or written), a suspension without pay, or dismissal. For the purposes of this Section, a "written reprimand" shall be defined as a written document that is given to a Faculty member and placed in his/her personnel file that concerns a matter that may, if not corrected, lead to further disciplinary action. Just cause includes but is not limited to (1) dishonesty or other unethical conduct, (2) insubordination, (3) incompetence, (4) failure to perform assigned duties, (5) neglect of duty, (6) violation of laws or university policies, such as the prohibition against unlawful discrimination, sexual harassment, illegal use of controlled substances, etc., (7) abuse of the Faculty member's position, or (8) misuse of University resources.

Note: language moved from 11.06 of 2006-2010 no change in text just reordering for clarity

Section 11.04. Notice. [renumbered] For purposes of administering this Article, the Board shall be deemed to have provided notice to an affected Faculty member by sending such notice to the Faculty member's last known address via certified U.S. mail, or by personally delivering such notice to the Faculty member.

Section 11.05. Right of Representation. [renumbered]

- a. Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the Faculty member being questioned, that Faculty member may request that an Association representative be present. It is recognized that a Faculty member may not insist that a particular representative be present or unreasonably delay the interview.

- b. If the Faculty member requests an Association representative, the Board shall either suspend the investigatory interview until an Association representative can be present or advise the Faculty member that it will not proceed with the interview unless the Faculty member is willing to enter the interview unaccompanied by a representative (in which case the Board may act on the basis of information obtained from other sources).
- c. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the Faculty member; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Board retains the right to insist on hearing the Faculty member's own account of the matter under investigation.
- d. This Section does not apply to meetings at which discipline is simply administered.

Section 11.06. Discipline of Tenured Faculty [renumbered] This Section only applies to tenured Faculty. The Board may discipline, suspend, or dismiss tenured Faculty for just cause. Such a Faculty member may utilize the grievance and arbitration procedure set forth in this Agreement to appeal any such disciplinary action; provided, however, oral reprimands may not be grieved (but shall be subject to the provisions of Section 16.01).

- a. Procedures Applicable to Possible Dismissal of a Tenured Faculty Member. Except as otherwise provided in Section 11.08, the following two-step procedure shall be applicable in situations involving the possible dismissal of a tenured Faculty member:
  - (1) First, before concluding an investigation of alleged conduct that could result in the dismissal of a tenured Faculty member, the Board will conduct an investigatory interview(s) with the tenured Faculty member at which the tenured Faculty member shall have the right to have an Association representative present in accordance with the provisions of Section 11.05.
  - (2) Second, following the investigatory interview(s) but prior to making a final decision to dismiss a tenured Faculty member, the Board will notify the Faculty member in writing, at least one week prior to the scheduled meeting to discuss the matter, of the reason(s) for possible dismissal and provide the Faculty member with an opportunity to meet and respond. At such meeting, the Faculty member shall have the right to request that an Association representative be present to serve as an advocate on the

Faculty member's behalf and shall be allowed to respond to the reasons for possible dismissal by offering an explanation of his/her position orally and/or in writing. A Faculty member who elects not to attend a meeting scheduled pursuant to the provisions of this paragraph shall forfeit his/her procedural right to respond to the charges; however, it shall not waive the Faculty member's right to grieve any decision to discipline the Faculty member.

- b. Procedure Applicable to Possible Suspension Without Pay of a Tenured Faculty Member. Except as otherwise provided in Section 11.08, prior to making a final decision to suspend without pay a tenured Faculty member, the Board will notify the Faculty member in writing, at least one week prior to the scheduled meeting to discuss the matter, of the reason(s) for possible suspension without pay and provide the Faculty member with an opportunity to meet and respond. At such meeting, the Faculty member shall have the right to request that an Association representative be present to serve as an advocate on the Faculty member's behalf and shall be allowed to respond to the reasons for possible suspension without pay by offering an explanation of his/her position orally and/or in writing. A Faculty member who elects not to attend a meeting scheduled pursuant to the provisions of this paragraph shall forfeit his/her procedural right to respond to the charges; however, it shall not waive the Faculty member's right to grieve any decision to discipline the Faculty member. Nothing herein shall limit the Board's right to conduct an investigatory interview(s) with the tenured Faculty member before holding the meeting provided by this paragraph and if such an investigatory interview is held, the provisions of Section 11.05 shall be applicable.
- c. Other Disciplinary Action. Prior to making a final decision to mete out discipline other than a dismissal or suspension without pay to a tenured Faculty member, the Board will notify the Faculty member of the reason(s) for such possible disciplinary action and provide an opportunity to respond. Since such notification can be done, for example, orally or by e-mail, the formal notice provisions of Section 11.04 shall not be applicable to this paragraph.

Section 11.07. Discipline of Tenure-Track Faculty. [renumbered] This Section only applies to probationary Faculty on continuing appointment who have not yet attained tenure (i.e., tenure-track Faculty). The Board may non-reappoint a tenure-track Faculty member without cause as provided in Section 11.09. The Board may discipline, suspend, or dismiss a tenure-track Faculty member prior to the end of a semester or academic year with just cause; provided, however, oral reprimands may not be grieved (but shall be subject to the provisions of Section 16.01). In the event the Board dismisses a tenure-track Faculty member prior to the end of a semester or academic year, such Faculty member shall only be entitled to compensation, on a pro rata basis, for services performed prior to the dismissal.

- a. Notice of Possible Suspension Without Pay or Dismissal and Opportunity to be Heard. Except as otherwise provided in Section 11.08, prior to making a final decision to suspend without pay or dismiss a tenure-track Faculty member, the Board will notify the Faculty member in writing, at least one week prior to the scheduled meeting to discuss the matter, of the reason(s) for possible suspension without pay or dismissal and provide the Faculty member with an opportunity to meet and respond. At such meeting, the Faculty member shall have the right to request that an Association representative be present to serve as an advocate on the Faculty member's behalf as provided in Section 11.05 and shall be allowed to respond to the reasons for possible suspension without pay or dismissal by offering an explanation of his/her position orally and/or in writing. A Faculty member who elects not to attend a meeting scheduled pursuant to the provisions of this paragraph shall forfeit his/her procedural right to respond to the charges; however, it shall not waive the Faculty member's right to grieve any decision to discipline the Faculty member. This paragraph shall not apply to the non-reappointment of a tenure-track (i.e., non-tenured) Faculty member at the end of a semester or academic year.
- b. Other Disciplinary Action. Prior to making a final decision to mete out discipline other than a dismissal or suspension without pay to a tenure-track Faculty member, the Board will notify the tenure-track Faculty member of the reason(s) for such possible disciplinary action and provide an opportunity to respond. Since such notification can be done, for example, orally or by e-mail, the formal notice provisions of Section 11.04 shall not be applicable to this paragraph.

Section 11.08. Administrative Leave Without Prior Notice. If, in a specific instance, the Board deems it unreasonable or impractical due to the seriousness of the allegations to provide a Faculty member (either tenure or tenure-track) with advance notice of the reason(s) for possible dismissal or suspension without pay, then the Board may temporarily place the Faculty member on a paid or unpaid administrative leave until such time as it can provide such notice and offer the Faculty member an opportunity to meet and respond, provided that no such temporary administrative leave shall exceed 30 days. (If a Faculty member has been temporarily placed on administrative leave without pay under this paragraph and is later exonerated, such Faculty member shall be paid for the period of the temporary administrative leave without pay.)

Section 11.09. [renumbered] Non-reappointment of Tenure-Track Faculty. Nothing herein shall be construed as a limitation on the Board's right to discipline or dismiss nontenured Faculty prior to the end of an academic year or semester as provided in Section 11.07 above.

- a. If the Board chooses not to renew the appointment of a non-tenured Faculty member on continuing appointment for reasons of unsatisfactory progress toward tenure, such Non-reappointment notice should occur only after the following:

- (1) the Faculty member has received at least one review letter from the Chair and/or the Dean or the Dean's designee that states the Faculty member's record does not presently demonstrate satisfactory progress toward tenure and identifies areas that need improvement; and
  - (2) at least one (1) year subsequent to the letter discussed in Section 11.09.a.1, another review of the Faculty member's performance by the Chair and/or Dean reflects continuing inadequacies.
- b. If the Board chooses not to renew the appointment of a non-tenured Faculty member on continuing appointment for reasons other than unsatisfactory progress toward tenure, the reasons for such non-reappointment must be stated in the notice of non-reappointment.
  - c. Notice of non-reappointment will be sent to the Faculty member in accordance with the following schedule:
    - (1) not later than February 15 of the first academic year of service, if the appointment expires at the end of that year, or at least three months in advance of its termination, if the first-year appointment expires other than at the end of the academic year;
    - (2) not later than November 15 of the second academic year of service, if the appointment expires at the end of that year, or at least six months in advance of its expiration, if the second year appointment expires other than at the end of the academic year;
    - (3) at least one year before the expiration of an appointment after two or more years of academic service.
  - d. Grievance and Arbitration. Notwithstanding any provision of this Article or Agreement, the Board's decision to non-reappoint a tenure-track Faculty member shall not be subject to the arbitration procedure set forth in this Agreement. An alleged procedural violation of Section 11.09 may be grieved by the Faculty member under the grievance and arbitration procedure set forth in this Agreement.

## ARTICLE 12

### COMMUNICATIONS COMMITTEE

Upon the request of the Association or the Board, the President of the Association (or the President's designee) and the University Chancellor (or the Chancellor's designee) shall meet at least once each academic semester to discuss matters of mutual concern. Such a Communications Committee may meet more often by mutual agreement. The Association President (or the President's designee) may invite other bargaining unit Faculty (not to exceed four) to attend such meetings. The University Chancellor (or the Chancellor's designee) may invite other Board representatives (not to exceed four) to attend such meetings. The number of attendees may be increased by mutual agreement. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting; this requirement may be waived by mutual consent of the President of the Association and the University Chancellor. A record of each meeting shall be prepared and distributed to each participant within ten (10) weekdays of said meeting.

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

The parties agree that all participants in Communications Committee meetings have an obligation to maintain an appropriate collegial decorum and respect for the opinion and views of others in such meetings. Accordingly, the focus should be on problems and issues appropriate for discussion at such meetings and not on personalities. Moreover, all participants should know that understanding is not the same as agreement.

## ARTICLE 13

### TENURE AND PROMOTION

Section 13.01. Tenure. [no change in text --inserted subsection letter for reference] Only the Board of Trustees may award tenure. Faculty members attain tenure in accordance with Board policies and procedures, and Section I through V of the tenure policies and procedures set forth in the *1996 SIUC Employee Handbook*, in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C.3.f. The parties agree that only the tenure procedures set forth in the aforementioned documents (as opposed to such things as the standards and criteria utilized in determining whether or not to award tenure) are incorporated by reference.

- a. Each Board management representative who is directly involved in making decisions regarding tenure dossiers will be encouraged to make a separate and independent evaluation of the credentials of the candidate for tenure, including a careful and deliberate consideration of the candidate. Notwithstanding the foregoing, however, the substance of any Board decision to deny tenure, including, but not limited to, the Board's application of standards and criteria for tenure, shall not be subject to the grievance and arbitration procedure.
- b. Tenure, when awarded by the Board, shall be effective on August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was awarded tenure by the Board. Where the Faculty member is on a 12-month fiscal appointment, tenure, when awarded by the Board, shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was tenured by the Board.
- c. When hiring tenure-track Faculty on continuing appointment following the date this Agreement is executed, the Board and the newly appointed Faculty member may mutually agree, prior to the effective date of the appointment (typically August 16) as to which prior demonstrable achievements are to be credited toward subsequent tenure consideration. Any such mutual agreement shall be in writing and is subject to approval by the appropriate academic Dean.
- d. To the extent that the tenure guidelines and procedures set forth in applicable College and Departmental Operating Papers in effect when the non-tenured Faculty member was last hired on continuing appointment are modified, the same guidelines and procedures shall be considered when and if such Faculty member is considered for tenure, unless otherwise agreed in writing between the Faculty member and the Board. Operating Papers are not subject to the grievance and arbitration procedure set forth in this Agreement.

- e. Each non-tenured Faculty member on continuing appointment shall be reviewed at least annually by the Chair and/or the Dean or the Dean's designee, and receive a copy of his/her annual evaluation by May 1 of each year. Faculty may submit a written response to this annual review that will also be included in the personnel file. This response must be submitted within ten (10) weekdays after the Faculty member's receipt of a copy of the annual review.
- f. The purpose of the annual review is to assess and communicate the nature and extent of the Faculty member's performance of assigned duties consistent with his/her yearly workload assignment and criteria, standards, and guidelines for tenure and promotion specified in the relevant departmental and college operating papers. As such, annual reviews shall include a review of the Faculty member's performance during the previous calendar year and shall identify areas of strength and weakness and areas that need improvement.
- g. As to tenure, the grievance and arbitration procedure shall be strictly limited to matters of procedure. If an aggrieved Faculty member wishes to file such a grievance, it may be filed only after the Faculty member has been notified of the negative decision of the Provost and Vice Chancellor and the time period for filing such a grievance shall commence on the date that the Faculty member is notified of such negative decision. An arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding tenure, the application of those standards and criteria to individual Faculty members, and whether or not to award tenure. Nor shall an arbitrator have any authority or jurisdiction to award tenure or order that the Board award tenure to any Faculty member.
- h. In lieu of filing a grievance concerning a negative tenure decision under this Agreement, a Faculty member may file a non-contractual grievance concerning a negative tenure decision with the Judicial Review Board in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning a negative tenure decision under the contract and file a non-contractual grievance with the Judicial Review Board.
- i. The JRB shall rule on procedural matters identified in the *1996 SIUC Employees Handbook* and/or the Faculty Association Contract, whichever is pertinent to the grievance. Each panel member must vote to sustain or dismiss the grievance – no abstentions. The panel decision may include the following remedies: a) dismiss the grievance because there was no violation or the procedural violation(s) was (were) deemed trivial; b) procedural violation(s) was (were) substantial enough to warrant additional time to work toward promotion and tenure; c) procedural violation(s) was (were) substantial enough to warrant promotion and tenure.

- j. The Chancellor shall make a decision on a tenure grievance case that is heard by the JRB based upon the JRB's report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. Unless both parties are present, the Chancellor shall not entertain any new information. The Chancellor shall refrain from consulting with either party to the grievance prior to making a decision on the JRB's recommendation. A decision by a JRB panel shall replace the decision of the Provost and Vice Chancellor that is being appealed. The Chancellor shall treat the JRB panel decision in the same manner as s/he treats similar decisions of the Provost and Vice Chancellor.
- k. If a Faculty member decides to file a non-contractual grievance concerning a negative tenure decision with the Judicial Review Board (JRB) and the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member, the Chancellor shall state the reason(s) for non-acceptance in sufficient detail, based on the JRB's report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing, in order to apprise the Faculty member of the basic rationale for such non-acceptance. The Chancellor's decision is subject to the grievance and arbitration procedure set forth in this Agreement only on the ground(s) that his/her decision allegedly does not set forth the reason(s) for non-acceptance in such sufficient detail and/or that his/her written decision allegedly was not based on the JRB's report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. If a non-contractual grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- l. An untenured Faculty member may apply, in writing, for an extension of her/his tenure-track probationary period due to circumstances of an exceptional nature. An application for such an extension must be made by the Faculty member before the last year of his/her probationary period begins, and it must include the reasons for the request (e.g., serious health problems requiring in-patient care or treatment of the Faculty member or a member of the Faculty member's immediate family living in the same household where the Faculty member's presence is necessary, assumption of parental duties for a new born child or an adopted child, or other exceptional circumstances) and evidence that the Faculty member was making satisfactory progress toward tenure prior to the onset of the exceptional circumstances giving rise to the request for an extension. The application shall be submitted to the Department Chair (or equivalent supervisor). Following review and consideration by the Chair (or equivalent) and the Dean, the application shall be submitted to the Provost and Vice Chancellor, who shall have the final authority to approve or disapprove the Faculty member's extension request, provided that an extension request shall not be unreasonably denied.
- m. If the Chair or the Dean recommends against a Faculty member's application for tenure

and/or promotion, the Faculty member shall be given the right to submit a written response. Any such written response must be submitted to the Chair or Dean, whichever is applicable, within five (5) weekdays after the Faculty member's receipt of the written recommendation of the Chair or Dean. Such a response shall be limited to responding to the negative recommendation of the Chair or the Dean; no new material (e.g., new papers, books, ICE's, letters of recommendation, etc.) may be included in such a response. If such a response is so submitted within said five (5) day period, it will be added to the Faculty member's dossier. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Chair or Dean to any written response submitted by a Faculty member and from considering any such response.

Section 13.02. Promotion. [no change in text --inserted subsection letter for reference]

Only the Board may promote a Faculty member. Faculty members will be considered for promotion in accordance with Board policies and procedures and the Promotion Policies and Procedures for Faculty set forth in the *1996 SIUC Employees Handbook*, in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C. The parties agree that only the promotion procedures set forth in the aforementioned documents (as opposed to such things as the standards and criteria utilized in determining whether or not to award promotion) are incorporated by reference. When a tenure-track Faculty member is promoted by the Board, such Faculty member shall be awarded tenure when the promotion becomes effective.

- a. Each Board management representative who is directly involved in making decisions regarding promotion dossiers will be encouraged to make a separate and independent evaluation of the credentials of the candidate for promotion, including a careful and deliberate consideration of the candidate. Notwithstanding the foregoing, however, the substance of any Board decision to deny promotion, including, but not limited to, the Board's application of standards and criteria for promotion, shall not be subject to the grievance and arbitration procedure.
- b. A promotion, when awarded by the Board, in concurrence with practice prior to the effective date of this contract, shall be effective on August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board or the date of the first appointment that begins on July 1 but before August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board, whichever occurs earlier.
- c. To the extent that the Promotion Policies and Procedures for Faculty set forth in the *1996 SIUC Employees Handbook* are modified, the procedures in effect under the *1996 SIUC Employees Handbook* shall be used, unless otherwise mutually agreed between the Board and the Faculty member being considered for promotion.

- d. As to Faculty promotions, the grievance and arbitration procedure shall be strictly limited to matters of procedure. If an aggrieved Faculty member wishes to file such a grievance, it may be filed only after the Faculty member has been notified of the negative decision of the Provost and Vice Chancellor and the time period for filing such a grievance shall commence on the date that the Faculty member is notified of such negative decision. An arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding a promotion, the application of those standards and criteria to individual Faculty members, and whether or not to award a promotion. Nor shall an arbitrator have any authority or jurisdiction to award a promotion or order that the Board award a promotion to any Faculty member. If a grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- e. In lieu of filing a grievance concerning a negative promotion decision under this Agreement, a Faculty member may file a non-contractual grievance concerning promotion with the Judicial Review Board in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning promotion under the contract and file a non-contractual grievance with the Judicial Review Board.
- f. The JRB shall rule on procedural matters identified in the *1996 SIUC Employees Handbook* and/or the Faculty Association Contract, whichever is pertinent to the grievance. Each panel member must vote to sustain or dismiss the grievance – no abstentions. The panel decision may include the following remedies: a) dismiss the grievance because there was no violation or the procedural violation(s) was (were) deemed trivial; b) procedural violation(s) was (were) substantial enough to warrant additional time to work toward promotion and tenure; c) procedural violation(s) was (were) substantial enough to warrant promotion and tenure.
- g. The Chancellor shall make a decision on a promotion grievance case that is heard by the JRB based upon the JRB's report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. Unless both parties are present, the Chancellor shall not entertain any new information. The Chancellor shall refrain from consulting with either party to the grievance prior to making a decision on the JRB's recommendation. A decision by a JRB panel shall replace the decision of the Provost and Vice Chancellor that is being appealed. The Chancellor shall treat the JRB panel decision in the same manner as s/he treats similar decisions of the Provost and Vice Chancellor.
- h. If a Faculty member decides to file a non-contractual grievance concerning a negative promotion decision with the Judicial Review Board (JRB) and the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member, the Chancellor shall state the reason(s) for non-acceptance in sufficient detail, based on the JRB's report, supporting documents, and in cases where the Chancellor chooses to review

the testimony, the tape recording of the hearing, in order to apprise the Faculty member of the basic rationale for such non-acceptance. The Chancellor's decision is subject to the grievance and arbitration procedure set forth in this Agreement only on the ground(s) that his/her decision allegedly does not set forth the reason(s) for non-acceptance in such sufficient detail and/or that his/her written decision allegedly was not based on the JRB's report, supporting documents, and, in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. If a non-contractual grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.

- i. If the Chair or the Dean recommends against a Faculty member's application for tenure and/or promotion, the Faculty member shall be given the right to submit a written response. Any such written response must be submitted to the Chair or Dean, whichever is applicable, within five (5) weekdays after the Faculty member's receipt of the written recommendation of the Chair or Dean. Such a response shall be limited to responding to the negative recommendation of the Chair or the Dean; no new material (e.g., new papers, books, ICE's, letters of recommendation, etc.) may be included in such a response. If such a response is so submitted within said five (5) day period, it will be added to the Faculty member's dossier. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Chair or Dean to any written response submitted by a Faculty member and from considering any such response.

Section 13.03. Provisions Applicable to Both Tenure and Promotion. Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the tenure and promotion process:

- a. Annual pre-tenure performance evaluation letters shall be part of Faculty members' promotion and/or tenure dossiers. In addition, a Faculty member may include in their promotion or tenure dossiers copies of prior workload assignments, as well as a notation of any unique aspects of his/her prior workload assignments that the Faculty member believes should be part of his/her dossier.
- b. In considering a candidate for promotion, the department promotion and tenure committee shall be comprised of at least three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. In a case where the candidate already has tenure, the candidate may request that the committee have five (5) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. When a department lacks sufficient Faculty members to constitute fully a promotion committee, the department chair shall augment the committee by adding tenured Faculty members at the appropriate ranks from outside the department. The Chair makes the appointment(s) for such augmentation(s); the

candidate and the Chair will work together on a list of qualified potential appointees for augmentation.

- c. Membership on the college promotion and tenure committees will be limited to tenured Faculty members in the rank of associate professor or professor in the applicable college who are not candidates for promotion in that academic year. In considering candidates for promotion, the college committee must include a minimum of three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. The college committee will be augmented as necessary by adding tenured Faculty members from outside the college. The Dean is responsible for making appointment(s) for such augmentation(s); the candidate(s) and the Dean will work together on a list of qualified potential appointees for augmentation.

The discussion and vote on a candidate for promotion to associate professor will be limited to those members of the committee who are from outside the candidate's department. The discussion and vote on a candidate for promotion to professor will be limited to those members of the committee who hold the rank of professor and who are from outside the candidate's department. The college promotion and tenure committee may direct questions to the author of the departmental recommendation.

For Library Affairs, the reference to committee members being limited to people outside the candidate's department does not apply.

- d. A Faculty member shall not participate in the discussion and vote with respect to a candidate to whom the Faculty member is related, as defined by the SIUC policy on nepotism.
- e. College promotion and tenure committees will hold one or more meetings to discuss candidates for promotion and tenure.

## ARTICLE 14

### SALARIES AND FRINGE BENEFITS

Section 14.01. Salaries for Fiscal Year 2011. The base salaries of Faculty for the University's 2011 fiscal year shall be increased as follows: zero percent (0%).

Section 14.02. Salaries for Fiscal Year 2012. The base salaries of Faculty for the University's 2012 fiscal year shall be increased on January 1, 2012 in an amount equal to one percent (1%) or the percentage amount the Board of Trustees approves for the average salary increase to non-represented employees, whichever is greater. Such base salary increases shall be distributed across the board.

Section 14.03. Salaries for Fiscal Year 2013. The base salaries of Faculty for the University's 2013 fiscal year shall be increased in an amount equal to one percent (1%) or the percentage amount the Board of Trustees approves for the average salary increase to non-represented employees, whichever is greater. Such base salary increases shall be distributed across the board.

Section 14.04. Salaries for Fiscal Year 2014. The base salaries of Faculty for the University's 2014 fiscal year shall be increased in an amount equal to two percent (2%) or the percentage amount the Board of Trustees approves for the average salary increase to non-represented employees, whichever is greater. Such base salary increases shall be distributed across the board.

Section 14.05. Distribution of General Salary Adjustments. The salary increases shall be distributed among individual Faculty members who were employed during the previous fiscal year and who are still on the active payroll as of July 1. *[language on merit pay allocation and distribution deleted since merit raises not available this contract—see 14.10]*

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

Example:

On May 1<sup>st</sup> 2007, there are 700 Faculty (bargaining unit) members with an average monthly salary of \$7,000.00 per Faculty member. The aggregate base salary of Faculty on this date is \$4,900,000.

The raise for fiscal year 2008 is 3%. Therefore, there will be \$147,000 available to be distributed for general salary adjustments to the base salaries of those Faculty members who were

employed during the 2007 fiscal year and who are still on the active payroll as of July 1, 2007. In this year, the raise will be distributed as 34% for merit and 66% across the board. Therefore, the \$147,000 will be distributed as \$49,980 for merit and \$97,020 across-the-board.

For example, if the \$147,000.00 is 3.1% of the aggregate base salary of Faculty members who were employed during the 2007 fiscal year and who are still on the active payroll as of July 1, 2007, then each of these Faculty members will receive an increase to his/her monthly base salary of 2.046% (66% of 3.1%). In addition, each department will receive an allocation for merit increases equal to 1.054% (34% of 3.1%) of the aggregate base salaries of Faculty who were employed in that department during the 2007 fiscal year and who are still on the active payroll as of July 1, 2007.

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

- a. Promotion from Assistant to Associate Professor with tenure - \$600 per month or 12% of the median salary of the rank in the unit from which the candidate is promoted, whichever is greater.
- b. Promotion from Associate to Full Professor - \$1,200 per month or 12% of the median salary of the rank in the unit from which the candidate is promoted, whichever is greater.

The effective date of such promotional increases shall be at the start of the fiscal year following the fiscal year in which the promotion decisions were made.

Section 14.08. Sharing Efforts to Grow Student Enrollment. The provisions of this section shall be based on 10-day enrollment statistics for each Fall.

- a. If there is growth in the income fund, resulting from increased new student admissions and/or increased student retention, 5% of the new income fund increase attributable to higher enrollment will be invested in reducing Faculty salary compression and parity inequity. The sum will be distributed to Faculty 50% according to the equity formula and 50% across-the-board, effective as of January 1 of the same fiscal year.

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

Section 14.09. Effect of Budgetary Rescissions on Salaries. If the Board invokes rescissions/reductions due to budget losses or the State of Illinois mandates budget rescissions, the Communications Committee will meet to discuss the impact of such rescissions/reductions on Faculty.

Section 14.10. No merit increases for the duration of this collective bargaining agreement.

Section 14.11. Cooperation. The Association and the Board agree to work cooperatively to advocate to the IBHE and the Illinois General Assembly for the maximum appropriation for salary increases.

Section 14.12. Calculation of Equity Increases.

a. For eligible Faculty members employed in the College of Applied Sciences and Arts and Library Affairs where peer institutions cannot be identified in the applicable fiscal year Oklahoma Salary Study, the SIUC Provost or designee, in conjunction with the CASA and Library Affairs Faculty, will determine the peer salary norms.

b. For all other eligible Faculty members, the distribution of equity increases for each fiscal year shall be determined in the following objective manner:

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

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

Step 2b. An individual's salary deficit shall be determined by subtracting the current salary from the sum of the predicted salary (Step 1) and parity adjustment (Step 2). If this calculation results in

a non-positive number (i.e., current salary is equal to or exceeds this sum), then the equity salary deficit for this individual is equal to zero. Absent a clearly established computational error, no Faculty member whose current salary equals or exceeds his/her predicted salary may file a grievance contesting his/her ineligibility to receive an equity adjustment.

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

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

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

c. Only Faculty who are scheduled for a merit increase for the applicable fiscal year shall be eligible for an equity adjustment for that fiscal year.

d. Notwithstanding the foregoing, a Department Chair may, with the Dean's approval, withhold an equity adjustment if such decision is based on the individual Faculty member's work performance over the previous five (5) years as evidenced by failure to meet the established merit standard. "Failure to meet the established merit standard" means that an individual Faculty member has received 50% or less of the average percentage merit salary increases distributed or scheduled to be distributed, to all Faculty during the previous five (5) fiscal years prior to the applicable fiscal year in question or, if employed for less than the previous five (5) fiscal years, an individual Faculty member has received 50% or less of the average percentage merit salary increases distributed or scheduled to be distributed, to all Faculty during the Faculty member's period of employment.

e. Absent unforeseen circumstances the Chairs and Deans will complete their equity determinations by April 15 prior to the applicable fiscal year and will notify Faculty members of their individual equity adjustments or lack thereof by said date. If a Faculty member alleges that the Board has arbitrarily and capriciously denied him/her an equity increase, s/he may file a grievance on or before May 15 of the year in question and said grievance shall be processed in accordance with the grievance and arbitration procedure set forth in Article 6 (Grievance Procedure) of the Agreement.

f. The foregoing provisions concerning equity adjustments shall only be applicable during the term of the parties' 2011-2014 collective bargaining agreement.

Section 14.13. Initial Salary Offer. Notwithstanding any other provision of this Agreement, the Board retains the right to make salary offers to prospective Faculty members during the term of this Agreement in order to attract qualified faculty. Any offer letter for a continuing appointment issued to a newly employed non-tenured, tenure-track Faculty member must be approved by the Provost or designee and shall include at least the following:

- a. The new Faculty member's rank;
- b. The initial monthly salary; and
- c. The anticipated assignment and workload for the first year of employment.

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

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

Section 14.14 Salary Counteroffers. Notwithstanding any other provision of this Agreement, the Board retains the right to make and implement counteroffers during the term of this Agreement in order to retain qualified faculty.

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

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

Section 14.15. Summer Contracts. A Faculty member who receives a grant or external funding for summer work shall normally be issued a summer contract consistent with the terms of the grant or external funding. Any summer contract shall set forth the basis upon which the amount of compensation is computed (i.e., the percentage of time (FTE) and the full-time equivalent monthly salary) and the specific assignment accepted and approved for such compensation. Unless otherwise expressly so provided, nothing in a summer contract shall constitute an offer or promise of continuing employment.

The factors to be considered in issuing summer instructional contracts will include, but not be limited to:

- a. Student needs (e.g., enrollments and graduation requirements, including internships)
- b. Unit needs
- c. Faculty member's expertise

On or before September 15 the Board will provide the Faculty Association with copies of all Faculty summer contracts for the immediately preceding summer session that have been received by the office of the Provost and Vice Chancellor.

Susan 11/8/11 8:44 PM

Section 14.16. Summer Pay. In the calculation of pay for summer teaching contracts and in the absence of mutual agreement between a Faculty member and his/her department Chair, a Faculty member will receive the equivalent of one month's salary for every three (3) credit hours taught.

Section 14.17. Salary of Faculty Members Returning to the Bargaining Unit. If a faculty member on an administrative appointment is returned to or transferred to a Faculty position in the bargaining unit, his/her salary shall not be less than the salary he/she was receiving if he/she was previously in a bargaining unit position. In any event, the Board shall notify the Association of the salary of any person who is returned to or transferred to a Faculty position from an administrative appointment.

Section 14.18. Terms and Conditions for Interim Chairs/Directors. The terms and conditions of employment for Interim Chairs and Directors shall include the following:

- a. No Faculty member shall be involuntarily appointed as an Interim Chair/Director.
- b. The anticipated length of appointment shall be specified at time of appointment for a period of up to one fiscal year, with the understanding that the appointment may be extended in increments of up to one fiscal year at a time.
- c. For each full month of service as an Interim Chair/Director, a Faculty member shall receive, in addition to her/his monthly salary, a stipend equal to 10% of her/his monthly base salary.
- d. The Board reserves the right to terminate the appointment of a Faculty member as an Interim Chair/Director prior to the end of the specified appointment.
- e. No appointment shall negate departmental operating paper provisions on the appointment of a permanent Chair/Director.
- f. Base pay adjustments shall be made in compliance with the provisions of this Agreement, except merit increases, which, upon approval of the Dean, shall be equal to the average percentage merit increase provided to Faculty in that

department.

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

Section 14.19. SIU Foundation Awards. The parties agree that the SIU Foundation may continue to recognize the Outstanding Teacher and Outstanding Researcher, with the understanding that any monetary award that accompanies such awards shall not be part of the Faculty member's base salary and shall be excluded from the calculation of the aggregate base salary of Faculty.

Section 14.20. Health and Life Insurance Coverage. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible Faculty members covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to bargaining unit employees required for participation in the plan administered by the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits Committee from reviewing benefits and making advisory recommendations concerning benefits to the Board and the Association. The Association President shall appoint two Faculty members to the Joint Benefits Committee.

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

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

ARTICLE 15

LEAVES OF ABSENCE

Section 15.01. Sick Leave.

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

complications shall be considered by the Board as any other medical condition and will merit leave consideration as such. Sick leave may be taken for the medical condition resulting from a normal delivery. Use of additional sick leave necessitated by medical complications requires acceptable documentation from the Faculty member's physician.

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

Section 15.02. Vacation.

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

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

- (2) Eligible Faculty may accrue up to two years vacation credit, but no additional accumulation will be credited to his/her account whenever a two-year maximum is accrued.
- (3) Eligible Faculty may use all or part of his/her accrued vacation prior to entering into approved leaves of absence without pay status. Accrued and unused vacation benefits will be retained on University records pending the Faculty member's return to pay status from an approved leave.
- (4) Vacation is not earned during a period of sabbatical leave or professional development leave or any other leave without pay.
- (5) A lump sum payment of accrued vacation will be made to the Faculty member at the time of resignation from the University or retirement or to the estate at the time of the Faculty member's death, except as limited by Illinois statute pertaining to the transfer or re-employment of State of Illinois employees to other state institutions or agencies.
- (6) Vacation scheduling shall be subject to advance approval by the Board. Vacation requests will not be arbitrarily denied by the Board.

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

- a. Eligibility: A full-time, tenured member of the academic Faculty may be granted two types of sabbatical leave. All time spent on unpaid leaves of absence shall be excluded in the calculation of sabbatical eligibility.
- b. Full sabbatical option: At the end of six years of service from the initial date of full-time employment or six years of service from the termination date of a previous sabbatical leave, a Faculty member is eligible for a full sabbatical. A full sabbatical may be granted
  1. at full pay for 4 ½ months for Faculty on academic-year appointment and for 6 months for Faculty on fiscal-year appointment; or
  2. at half pay for a calendar year for Faculty on academic or fiscal year

**appointment.** A calendar year is considered to run from the beginning of the fall or spring semester to the beginning of the following fall or spring semester, respectively; or from the end of the fall or spring semester to the end of the following fall or spring semester respectively; or for a 12 month period, generally but not necessarily commencing on 1 July and concluding on 30 June of the following year.

c. Partial Sabbatical Option. At the end of three years service from the initial date of full-time appointment or three years from the termination date of a previous sabbatical leave, a Faculty member is eligible for a partial sabbatical leave. A partial sabbatical leave may be granted for 4 and a half months for Faculty on academic-year appointment and 6 months for Faculty on fiscal-year appointment at half pay.

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

the written reminder shall have his/her eligibility for a subsequent sabbatical leave extended by one semester and by another semester for each additional month that the report is late.

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

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

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

Section 15.07. Employment Elsewhere. A leave of absence will not be granted to enable a Faculty member to apply for or accept employment elsewhere or for self-employment, unless the Faculty member has received advance written permission from the Provost. Any Faculty member who engages in employment elsewhere (including self-employment) while on any leave of absence without having received the Provost's prior written approval may be terminated by the Board. Remuneration while on sabbatical is subject to Section 3 of this Article.

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

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

## ARTICLE 16

### GENERAL PROVISIONS

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

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

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

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

Alleged violations of this Article may be grieved up through and including Level 3: Provost/Chancellor of the grievance procedure set forth in Article 6, §6.04 of this Agreement, but not arbitration. If a grievance is filed alleging a violation of this §16.03, it shall be in lieu of any other University procedure that may be available to the Faculty member. Notwithstanding any other provision of this Agreement, a grievance involving alleged sexual harassment may be

filed as a grievance pursuant to either the provisions of Article 6 and this Article or the provisions of the SIUC policy concerning sexual harassment, but not both.

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

Section 16.05. Miscellaneous. No member of the bargaining unit shall impose any obligation or duty upon the Board unless and until the Board has agreed thereto in writing.

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

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

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

the Faculty member's chair/director prior to the Faculty member leaving campus, and approval shall be in writing if so requested by the Faculty member's chair/director. For such discretionary travel, reimbursement of travel expenses, if any, shall be subject to the availability of funds and applicable state law and University policies, rules and regulations.

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

Section 16.09. Faculty Offices. Faculty employed during the term of this Agreement shall have a private office if s/he desires one. The Board, absent exigent circumstances, shall provide a private office within 31 days of the start of the Faculty member's employment appointment or the receipt of a written request, provided that a private office is reasonably available. Private offices shall be offered to such Faculty pursuant to the guidelines described below:

- No Faculty member shall be entitled to two offices, or portion thereof, pursuant to the provisions of this section. Accordingly, any Faculty member who accepts a private office shall vacate their current office space.
- Acceptance of private office space shall be voluntary. Any Faculty member who declines a private office at the beginning of the academic year, however, shall forfeit the right to a private office prior to the following fall semester. Similarly, if a Faculty member accepts a private office and subsequently desires to return to their former office, the Board shall be under no obligation to provide the former office space.
- Notwithstanding the foregoing, all Library Faculty shall vacate office space in another building when renovations are completed at the Morris Library and such Faculty are offered a private office in Morris Library, i.e., such Faculty must vacate their assigned office space in another building.

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

ARTICLE 17  
BOARD RIGHTS

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

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

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

## ARTICLE 18

### UNPAID FURLOUGH OR UNPAID CLOSURE DAYS

Section 18.01. Fiscal Year 2012 Unpaid Furloughs or Unpaid Closure Days. The Board of Trustees will not require unpaid furlough days or unpaid closure days for Fiscal Year 2012. Beginning in Fiscal Year 2013, unpaid furlough days or unpaid closure days may be implemented by the Board of Trustees in accordance with this Article.

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

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

Section 18.04. Notification. The Board shall promptly notify the Association in writing including the proposed dates for unpaid furlough or unpaid closure days. Such notice shall be at least forty-five (45) days before the first such proposed unpaid furlough or unpaid closure day. If the Association wishes to bargain over the matter, it shall serve written notice upon the Board of such demand within ten (10) calendar days of receipt of the Board's written notice.

Section 18.05. Effect of Unpaid Furlough/Unpaid Closure Days on Salary. Unpaid furlough days or unpaid administrative closure days will only apply to the fiscal year in which the financial crisis is declared. Such unpaid furlough days or unpaid closure days will not reduce the salary base upon which future pay increases are calculated.

Section 18.06. Effect of Unpaid Furlough Days/Unpaid Administrative Closure Days on Benefits. Unpaid furlough days or unpaid closure days will not affect a Faculty member's health insurance. Faculty members will be allowed the option to pay into the SURS retirement system for the unpaid furlough days or unpaid closure days. Vacation and sick leave accruals will not be affected by the unpaid furlough days or unpaid closure days.

Section 18.07. Implementation. The days shall be those days selected by the Faculty member and his/her Chair/Director. The days selected may be taken in half-day increments. The Faculty member will not receive any pay for these unpaid days and will not be allowed to use accrued benefit time on unpaid days.

Section 18.08. Unpaid Furlough Days for Fiscal Year 2011. *Remove the following language related to these days and have a MOA or side letter stating that a new successor cba was reached, but furloughs for FY11 were not resolved, subject is currently in litigation under a ULP charge filed with IELRB, and notwithstanding anything in the cba that issue is not waived or admitted and will be resolved separately in that forum or thru additional discussions*

For Fiscal Year 2011, all Faculty members shall take four (4) unpaid furlough days. These days shall occur during Fiscal Year 2011 and shall be taken prior to May 15 unless an alternate day is selected in accordance with Section 18.04. The days may be taken in half-day increments. The days shall be those days selected by the Faculty member and his/her immediate supervisor. The Faculty members may not work during that period and will not receive any pay for these unpaid furlough days and Faculty members will not be allowed to use accrued benefit time on unpaid furlough days.

## **ARTICLE 19**

### **Reduction in Force**

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

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

### **Section 19.02 Layoff for Financial Exigency.**

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

### **Section 19.03. Definition and information**

#### **Definition**

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

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

#### **Information**

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

on the question of financial exigency shall be in accordance with the Illinois Open Meetings Act.

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

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

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

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

19.05.01. If financial exigency is determined to exist by the Board of Trustees, the Board shall identify the programs from which layoffs are to be made. The programs selected for layoffs (in accordance with the procedures below) belong to “basic academic units” as defined in Article 9. For the purposes of this Article, the Library shall be regarded as a “basic academic unit.” The basic academic units housing the programs selected for layoffs shall be notified in writing of their selection, and all the provisions of Sections 9.01 through 9.04 shall apply in reviewing the selected programs.

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

a. The layoffs within a basic academic unit shall proceed in the order listed below:

- i. Untenured Faculty;
- ii. Tenured Faculty.

b. If the program review in accordance with Article 9 has shown that Faculty lines may be reduced, but that the program as a whole is not to be abolished, the right to be retained within the basic academic unit shall be ranked from greatest right to least right, as follows:

- i. those with a greater length of full-time service at the University, including approved leaves;
- ii. those with a greater length of full-time service in the department, including approved leaves;
- iii. those with more extensive educational qualifications, professional training, and professional experience.

c. If a program as a whole is abolished, but not all of its Faculty need to be laid off, the remaining Faculty shall be transferred to another bargaining unit position if a position for which the Faculty is qualified is open.

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

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

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

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

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

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

Section 19.07. Recall.

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

b. During the three-year period specified in this Section, a laid-off Faculty has the right to apply for employment at the University for which he/she may be qualified. The University shall provide access to the University Placement Services (if one exists at the time) for assistance in locating other employment.

c. A Faculty member who held a tenured position on the date of the layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. For purposes of tenure and promotion, the research/creative activities conducted during the recall period may be included by the Faculty member for consideration in tenure and promotion applications if they so choose. The tenure clock will stop at the time of layoff and will resume upon recall.

d. A Faculty member who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the Faculty member had accrued as of the effective date of layoff, and with any vacation leave which the Faculty member had accrued as of the effective date of layoff and for which the Faculty member has not received payment. The salary of a laid-off Faculty member who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the Faculty member would have been entitled if not laid off.

e. During the recall period, any Faculty member who has been laid off may request to utilize University facilities including an office space, laboratory space, the library, and computer services. Such request shall not be unreasonably denied.

Section 19.08. Insurance/SURS. A Faculty member who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

#### ARTICLE 20[renumber]

#### ENTIRE AGREEMENT

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

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

bargaining.

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

#### ARTICLE 21 [renumber]

##### SAVINGS

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

#### ARTICLE 22 [renumber]

##### TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2010, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2014. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not more than 120 days nor less than 90 days prior to June 30, 2014, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new

agreement is reached unless either party gives at least ten (10) days advance written notice to the other party of its desire to terminate this Agreement; provided such termination date shall not be before June 30, 2014, or the anniversary date of a subsequent year as set forth in the preceding paragraph. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2011.

SIUC Faculty Association, IEA/NEA

Board of Trustees  
Southern Illinois University

_____ President	_____ Vice President	_____ Chancellor
_____ Secretary	_____ Treasurer	_____ President
_____ Bargaining Team		
_____	_____	
_____	_____	
_____	_____	
	IEA/NEA Representative	

## ADDENDUM A

### REVIEW OF ADMINISTRATORS

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

- a. The Dean shall initiate a review of an individual Chair after three years in that position and once every three years thereafter. The term "Chair," as used in this document, shall include Directors in academic units with operating papers (e.g., School of Social Work and School of Music) and other supervisors in academic units with operating papers who supervise, evaluate, and assign the work of Faculty represented by the Faculty Association.
- b. If an individual Chair is going to be so reviewed in a given academic year, such Chair shall be advised in writing by the Dean.
- c. The review shall be conducted by a review committee elected by the faculty of the department or by the faculty acting as a committee of the whole.
- d. The criteria and procedures used for the review shall be either those already established in the departmental operating paper, or shall be established by the review committee in consultation with the Dean.
- e. The individual Chair being reviewed may be given an opportunity to meet with the review committee prior to the preparation of the written review.
- f. The review committee's written review shall include a recommendation on retention or non-retention, all documentation collected during the review, as well as the results of any vote taken on whether the Chair should continue as Chair.
- g. The written review shall be submitted to the Dean, and simultaneously copied to the Chair who shall be given an opportunity to submit a response to the Dean.
- h. It is anticipated that the Dean will accept the recommendation of the review committee on retention or non-retention. If the Dean determines that he/she cannot accept the review committee's recommendation, the Dean shall meet with

the department faculty within two weeks to discuss his/her specific reasons and what actions, if any, might be considered/taken as a result of the review. If there is no agreed upon course of action following this meeting and the Dean decides to retain the Chair, the Dean will initiate another review of the Chair in the following year in accordance with the review process set forth in the applicable departmental operating paper.

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

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

- a. The Provost and Vice Chancellor shall initiate a review of an individual Dean after five years in that position and after every five succeeding years. The College faculty, in conjunction with other College constituency groups, submits a written review of the individual Dean.
- b. If an individual Dean is going to be so reviewed in a given academic year, such Dean shall be so advised in writing by the Provost.
- c. The review shall be conducted by a review committee consisting of representatives of the constituency groups within the College, e.g., faculty, department chairs, AP's, and civil service, with the understanding that faculty will constitute a majority of the members of the review committee and that such faculty members will be elected.
- d. The review committee, in consultation with the Provost and Vice Chancellor, shall specify the criteria and procedures used by the review committee.

- e. The review committee's report shall include its supporting documentation, as well as the results of any vote taken on whether the Dean should continue to serve as Dean.
- f. The individual Dean being reviewed shall be given an opportunity to meet with the review committee prior to the preparation of the written review.
- g. The written review shall be submitted to the Dean being reviewed and such Dean shall be given an opportunity to respond before it is finalized for submission to the Provost and Vice Chancellor.
- h. Both the review prepared by the review committee, and the Dean's response, if any, shall be submitted to the Provost and Vice Chancellor.
- i. The Provost and Vice Chancellor and the review committee shall prepare a summary of the review, which summary may also include the Provost and Vice Chancellor's own review. Such summary shall be distributed to the members of all the constituency groups represented on the review committee.
- j. If there is a dispute over the contents of the summary between the Provost and Vice Chancellor and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the Provost and Vice Chancellor, and one SIUC employee holding faculty rank selected by the other two committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute unless the approved Operating Paper designates the third member or another method for selecting the third member. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.
- k. If requested by a majority of the review committee, the Provost and Vice Chancellor shall meet with the review committee to discuss what actions, if any, might be considered/taken as a result of the review.
- l. Nothing herein is intended to preclude or prevent the Provost and Vice Chancellor from evaluating or assessing the performance of a Dean at any time.
- m. Nothing herein is intended to preclude or prevent the faculty of individual Colleges requesting that the Provost and Vice Chancellor initiate a review of that

College's Dean at any time, with the understanding that it would be up to the Provost and Vice Chancellor to decide whether or not to initiate such a review.

- n. Moreover, nothing herein is intended to interfere with the right of the Board to make decisions concerning the employment status of Deans.

Addendum A.3. Provost Review.

- a. The Chancellor shall initiate a review of the Provost and Vice Chancellor (hereinafter referred to as Provost) after five years in that position and once every five years thereafter, by which the faculty, in conjunction with other University groups, submits a written review of the Provost.
- b. If the Provost is going to be so reviewed in a given academic year, he/she shall be so advised in writing by the Chancellor.
- c. The review shall be conducted by a review committee consisting of one representative each of the following groups selected by those groups (Faculty Association, Faculty Senate, Graduate Council, AP Council, Civil Service Employees Council, Graduate and Professional Student Council and Undergraduate Student Government), as well as a representative of the Deans chosen by the Deans and a representative of department chairs selected by the Chancellor. A majority of the review committee will be persons holding faculty rank.
- d. The review committee, in consultation with the Chancellor, shall specify the criteria and procedures used by the review committee.
- e. The Provost shall be given an opportunity to meet with the review committee prior to the preparation of the written review.
- f. The review committee shall prepare a confidential report that will include its supporting documentation, as well as the results of any vote taken on whether the Provost should continue to serve as Provost.
- g. Both the review committee's confidential report, and the Provost's response, if any, shall be submitted to the Chancellor.
- h. The Chancellor and the review committee shall prepare a public summary of the review, which summary may also include the Chancellor's own review.

- i. If there is a dispute over the contents of the public summary between the Chancellor and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the Chancellor, and one SIUC employee holding faculty rank selected by the other two committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.
- j. If requested by a majority of the review committee, the Chancellor shall meet with the review committee and the heads of the groups represented on the review committee to discuss what actions, if any, might be considered/taken as a result of the review.
- k. Nothing herein is intended to preclude or prevent the Chancellor from evaluating or assessing the performance of the Provost at any time.
- l. Nothing herein is intended to preclude or prevent a majority of the faculty from requesting that the Chancellor initiate a review of Provost at any time, with the understanding that it would be up to the Chancellor to decide whether or not to initiate such a review.
- m. Any such written evaluation submitted to the Chancellor shall be advisory only. Nothing herein shall interfere with or alter the right of the Board of Trustees, President or Chancellor to select, evaluate, and determine the employment status of the Provost and Vice Chancellor, provided that the Chancellor will review the most recent written evaluations, if any, submitted as provided above in connection with the evaluation and/or the making of recommendations or determinations concerning the employment status of the Provost.
- n. If the Association files a grievance alleging that the University has violated the terms of this Section, the issue to be submitted to arbitration, if the grievance is not settled prior to arbitration, shall be limited to whether the University violated the Faculty Association's rights under the terms of this Section (not the alleged rights of another group such as the Faculty Senate) and, if so, the appropriate remedy. No individual or group other than the Association shall have the right to use the grievance and arbitration procedure to allege that the University has violated the terms of this Section.

Addendum A.4. Chancellor Review.

- a. The President shall initiate a review of the Chancellor after five years in that position and once every five years thereafter, by which the faculty, in conjunction with other University groups, submits a written review of the Chancellor.
- b. If the Chancellor is going to be so reviewed in a given academic year, he/she shall be so advised in writing by the President.
- c. The review shall be conducted by a review committee consisting of one representative each of the following groups selected by those groups (Faculty Association, Faculty Senate, Graduate Council, AP Council, Civil Service Employees Council, Graduate and Professional Student Council and Undergraduate Student Government), as well as a representative of the Deans chosen by the Deans and a representative of department chairs selected by the President. A majority of the review committee will be persons holding faculty rank.
- d. The review committee in consultation with the President shall specify procedures used by the review committee. The President in consultation with the review committee shall specify the criteria to be used in evaluation of the Chancellor.
- e. The Chancellor shall be given an opportunity to meet with the review committee prior to the preparation of the written review.
- f. The review committee shall prepare a confidential report that will include its supporting documentation, as well as the results of any vote taken on whether the Chancellor should continue to serve as Chancellor.
- g. Both the review committee's confidential report, and the Chancellor's response, if any, shall be submitted to the President.
- h. The President and the review committee shall prepare a public summary of the review, which summary may also include the President's own review.
- i. If there is a dispute over the contents of the public summary between the President and a majority of the review committee, the following dispute resolution mechanism will be implemented: A three member committee will be established consisting of one SIUC employee holding faculty rank appointed by a majority of the review committee, one SIUC academic administrator appointed by the President, and one SIUC employee holding faculty rank selected by the other two

committee members. If the other two committee members cannot agree on the third member, that member shall be the Director of the SIUC Public Policy Institute or an SIUC employee holding faculty rank designated by the Director of the SIUC Public Policy Institute. The committee will render a final and binding decision on the contents of the summary within thirty (30) days after the third member is selected.

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

ADDENDUM B  
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ADDENDUM C

INTELLECTUAL PROPERTY, COPYRIGHTS, AND PATENTS

Section C. I. Introduction

Southern Illinois University Carbondale (“University”), committed to its research and teaching missions within a diverse and comprehensive array of undergraduate, graduate, and professional degree programs, strongly encourages its Faculty to undertake the broadest range of scholarly and pedagogical endeavors and dissemination of knowledge. Faculty are hired to do teaching, research/creative activities, and service. Research, scholarly, and creative activities that produce new knowledge and understanding, and the promulgation of such knowledge in the classroom and in the world beyond, are intrinsic to the University’s educational mission. Basic policies of the University support and protect freedom of inquiry and unrestricted dissemination of information. Such undertakings lie at the very foundation of academic life, and are at the core of the tradition of open inquiry which society has long treasured.

As part of this commitment, the University recognizes and acknowledges its responsibility to protect and administer, under applicable state and federal law, the intellectual property rights as such rights apply to the Faculty and the University itself. At the same time, the University acknowledges that, as a public institution, it has a responsibility to ensure that intellectual property created at the University is appropriately developed to obtain maximum public benefit.

This University Policy on Intellectual Property is intended to encourage, facilitate, and promote development of patentable or copyrightable intellectual property, or certain research materials or know-how, in ways that will appropriately reward the contributions of the Creator of that property through royalty, equity, net income (as defined in Sec. C.II.K.3), or other agreed-to compensation, enhance the educational mission of the University, and recognize the support provided by the University and the people of Illinois.

Section C.II. Definitions

C.II.A. Intellectual Property - certain tangible or intangible products and outcomes resulting from University-based scholarship, research, development, teaching, or other intellectual activity. It includes, but is not limited to:

- copyrightable works, including traditional copyrightable works (see Sec. C.II.C);
- inventions (see Sec. C.II.H);

- data (see Sec. C.II.D);
- literary, creative, and artistic works having value;
- items protectable by statute or legislation (patents, copyrights, trademarks, etc);
- classroom instructional materials, used on campus or in distance learning, as well as names and designations,
- Web-based and other electronic-based research and instructional materials (both digital and analog), as well as names and designations.

C.II.B. Creator - an individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. Creator includes the definition of “inventor” used in U.S. patent law and the definition of “author” used in the U.S. Copyright Act.

C.II.C. Traditional Academic [or Scholarly] Copyrightable Works - works created as Independent Faculty Effort and at the Creator’s initiative for traditional academic purposes. Examples include, but are not limited to:

- classroom materials, including notes, handouts, tests and other traditional scholastic measurement devices;
- educational courseware (including web-based and other electronic based materials, both digital and analog, used on campus or in distance learning);
- theses and dissertations;
- articles and chapters;
- books (including textbooks, workbooks, and scholarly monographs);
- works of non-fiction, fiction, poetry;
- educational television/radio programs; works in other media (film, videotape);
- musical compositions, performances, and other works;
- dramatic works including any accompanying music, pantomimes and choreographic works;
- pictorial, graphic, and sculptural works;
- other works of artistic imagination that are not created as an institutional initiative.

These kinds of traditional academic/scholarly works are excluded from claims of University ownership as long as they are not Works Made for Hire, were not developed with Significant University Support, were developed with University Resources Usually and Customarily Provided, and are used solely for the purpose of assisting or enhancing the Faculty member’s workload assignment.

C.II.D. Compilation – pertains only to copyrightable works that are created involving a combination of existing University-owned intellectual property together with existing Faculty-owned intellectual property.

C.II.E. Independent Faculty Effort – copyrightable works made in the course of independent efforts of the Faculty, the ideas came from the Faculty, and the copyrightable work was made with University Resources Usually and Customarily Provided and was not made with Significant University Support. Intellectual property created by the Faculty member in the fulfillment of the Faculty member’s normal duties and responsibilities are presumed to be an independent effort.

C.II.F. Work Made for Hire – pertains usually to copyrightable works, and refers to either

- A work prepared by a Faculty member within the scope of his/her employment, recognizing that the creation of copyrighted works intended for commercialization is not a specific employment obligation for Faculty; or
- A work specially ordered, commissioned, assigned, or directed which, upon request of either party, shall be expressed in writing.

C.II.G. University Support Pertaining to Copyrightable Works

C.II.G.1. University Resources Usually and Customarily Provided – includes, but is not limited to, salary and support such as office space, library facilities, access to computers and networks, research and instructional facilities/equipment, and support-staff assistance, as long as such salary and support do not constitute Significant University Support.

C.II.G.2. Significant University Support – resources above and beyond, or in addition to, University Resources Usually and Customarily Provided. Significant University Support includes, but is not limited to: University funding; University-paid time; University staff assistance; substantial use of specialized or unique University facilities and equipment, including telecommunication services, central computing resources, instructional design/media production services and facilities, and research facilities/equipment; and support provided by other public or private organizations when arranged, administered, or controlled by the University. It also includes use of students receiving financial support from the University or employees as support staff to develop the work, and other special subventions provided by the University unless approved, upon written request to the Vice Chancellor for Research (VCR), as an exception.

C.II.H. Invention - discoveries, know-how, show-how, processes, unique materials, including that which is protectable by statute or legislation, such as patents, trademarks, service marks, trade secrets, mask works, software, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, prototypes, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, electronic- or computer-based presentations of learning materials, biological materials (including DNA libraries, bacterial strains, cell lines, expression systems, antibodies, DNA/RNA, plasmids, etc.), chemicals, other compositions of matter, plants, and records of research.

C.II.I. Data (including research data) - recorded information, regardless of the form or the media on which it may recorded, including technical data, computer software, and other such records of research.

C.II.J. University Support Pertaining to Inventions – includes, but is not limited to, the use of University funds, facilities, equipment, materials, specialist personnel, courseware and other curriculum development tools, or technological information in the creation of intellectual property, and includes such support provided by other public or private organizations when arranged, administered, or controlled by the University.

#### C.II.K. Revenues and Expenses

C.II.K.1. Gross revenue – (a) proceeds from the sale, lease, transfer, or other conveyance by the University of an invention or work; and (b) license issue fees, option fees, running royalties, and equity interests (Sec. C.III.E.4) paid to the University by a licensee of an invention or work.

C.II.K.2. Development expenses – all moneys paid by the University for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to:

- patent filing fees;
- protection of patent (including defense against infringement or enforcement actions);
- marketing expenses;
- patent maintenance;
- consulting fees;
- prosecution and litigation expenses;
- expenses incurred in dealing with equity (e.g., stock, securities, stock options, warrants, buildings, real or personal property, or other non-cash consideration) interests;
- travel;
- other attorneys' fees;
- a reasonable reserve for anticipated future expenses;
- research costs (costs of research for developing [e.g., “scale-up”] the invention/work).
- The above “development expenses” do not include normal University operating costs.

C.II.K.3. Net income – gross revenues less all development expenses for a work or invention and its improvements.

#### Section C.III. Intellectual Property Policy And Procedures

The University's Intellectual Property Policy concerning inventions, products, processes, discoveries, copyrightable materials that accrue from research, and other scholarly and creative activities conducted by the University Faculty includes the following procedures and considerations.

#### C.III.A. University Intellectual Property Committee (UIPC)

Matters relating to intellectual property created with University Support or Significant University Support shall be handled by the University Intellectual Property Committee ("UIPC"), reporting through the Office of Research Development and Administration (ORDA) to the Vice Chancellor for Research and Graduate Dean (VCR).

The UIPC shall consist of members appointed by the VCR, one from each College. In addition, the Director of ORDA, the Senior Technology Transfer Specialist in ORDA, a representative from the Office of General Counsel, and one Faculty member knowledgeable about intellectual property appointed biannually by the Association President will be *ex officio* members of the UIPC. The Senior Tech Transfer Specialist will be the non-voting chair of the UIPC and be responsible for setting meeting dates. The duties of the Committee are to (1) review available information on Intellectual Property; (2) make recommendations to the VCR as to the desirability of seeking patents and copyrights, and as to their disposition; (3) recommend procedures consistent with this Article; and (4) periodically review and recommend changes to the list of Traditional Academic (or Scholarly) Copyrightable Works.

UIPC members shall serve four-year renewable terms except that the initial appointments shall be for staggered terms. The terms of all UIPC members shall begin with the Fall semester of the academic year.

#### C.III.B. Disclosure

Intellectual property, other than traditional academic copyrightable works, covered by this Article must be promptly disclosed in writing to the UIPC through ORDA's Senior Technology Transfer Specialist. "Disclosure" is defined herein as the act and process of fully and properly completing the SIUC Intellectual Property Disclosure Form available from ORDA, and filing it in ORDA. The next higher University authority (usually the unit chair or director) must be informed in writing by the Creator at the time the disclosure is submitted.

Within 45 days of intellectual property disclosure, the Creator shall be notified of the date at which the UIPC shall deliberate the disclosure.

Upon receiving the disclosure, the UIPC shall review the related data based on the scientific, technical, educational, and economic merit, commercial possibilities, and potential importance of

the discovery, and the likelihood and desirability of seeking a patent or copyright. The UIPC shall make a recommendation on the disposition of the intellectual property, which will be forwarded to the VCR.

For compilations, the Faculty Creator(s) shall disclose the items contributed to the compilation at the time that the intellectual property is disclosed.

Publicly revealing or disclosing a patentable invention prior to filing a patent application will preclude the availability of patent protection in foreign countries, will create a time limit for US filing, and may cause problems related to development and licensing. Faculty shall cooperate with the University in delaying publication or other public disclosure of intellectual property until the disclosure and disposition process is completed by the University. In some cases, longer delays may be appropriate.

### C.III.C. Ownership and Disposition of Intellectual Property

Any invention, product, process, or discovery or any copyrightable material developed by Faculty and meeting the criteria listed below, belongs jointly to the University and the Creator, but shall be used and controlled in the sound discretion of the University in ways that will produce the greatest benefit to the University, the Creator, and the public. As noted in Sec. C.III.B, all Faculty are required to report any such invention, discovery, etc. to ORDA, and the University will determine the disposition thereof, in the manner set forth herein.

#### C.III.C.1. Ownership of Intellectual Property shall vest in the University for:

- Patentable inventions (Sec. C.II.H.), products, processes, discoveries, or plant varieties that may be protected by U.S. Plant Variety Protection Act statute and created with “University support”;
- Materials including DNA libraries, bacterial strains, chemicals and other compositions of matter created with “University support”;
- Copyrightable works created with “Significant University support”;
- Intellectual property created pursuant to the terms of an agreement with an external party [as described in Sec. C.III.D];
- “Works Made for Hire;”
- Corresponding research data for the above.

As long as the following activities do not jeopardize current or future agreements on commercialization, and are not covered by agreement language (Sec. C.III.D), the Creator shall have the right, for non-commercial purposes, to perform, publish, use, display, reproduce, and prepare derivative works of the intellectual property.

The University recognizes that for copyrightable works, statutes pertaining to moral rights may exist. The University shall not knowingly impede these rights without consent of the Creator, which shall not be unreasonably withheld.

C.III.C.2. Ownership of Intellectual Property shall vest in the Faculty member if it is an Independent Faculty Effort or a Traditional Academic Copyrightable Work. Such ownership rights vested in the Creator shall include, but are not limited to, the following:

- publication;
- distribution or dissemination of the work or copies by sale, lease, transfer or other conveyance;
- public display or performance (including recording by digital transmission);
- production of copies for personal or academic use;
- preparation of derivative works.

As the owner of such works, the Creator is responsible for all costs and liabilities resulting from creation or commercialization of the work, and protection of the work.

C.III.C.3. Compilations – If the work is a compilation, the Faculty member shall retain all ownership interests in his/her contribution, but by allowing that work to become part of the compilation thereby grants non-exclusive, royalty-free license to the University for use of his/her contribution. While the University shall own the rights to the compilation, it shall own no rights in the underlying work beyond said license. Notwithstanding the royalty-free license, the University will share the net income from the compilation with the Faculty member as described in section C.III.E.3. Upon request of the Faculty member(s) or the University, a description of the terms and conditions shall be expressed in writing.

C.III.C.4. Disposition – The VCR will determine the disposition of the intellectual property, taking into consideration the recommendation of the UIPC. Such disposition may include, but is not limited to, the following options:

- release to the Creator;
- retention by the University for development, licensing, etc.;
- release to the individual or agency sponsoring the project in the course of which the intellectual property was made or developed.

The Creator and next higher University authority shall be notified of the University's decision by written memorandum within 135 days of disclosure. Should the University fail to notify the Creator within the 135-day period, the University shall relinquish all claims to the Creator. The University and Creator may mutually agree to extend this 135-day period.

C.III.C.5. If the University elects to retain ownership in intellectual property, then

- the University or its designated agent shall assume primary responsibility for protecting and/or promoting property rights to intellectual property covered by the policy, with the consultation of the Creator;
- the University shall prepare and provide written reports periodically to the Creator(s) regarding patent status, marketing, licensing, and other activities during the reporting period as deemed appropriate by the University. The reporting period shall be determined by the University but shall be no less frequent than annually.
- the Creator shall supply on a timely basis all information and execute all papers necessary for preparing and/or presenting patent and copyright applications, licensing agreements, and marketing/commercialization of intellectual property covered under this policy, and to assign interests therein to the University.

C.III.C.6. Reconsideration and Abandonment - The UIPC may reconsider any decision by the VCR to retain the intellectual property based on further developments, following the procedures described below if the Creator chooses to re-request such University ownership through another disclosure.

Even after determining to protect and promote an intellectual property, the University may abandon its efforts if it decides the intellectual property cannot be commercialized because the property cannot reasonably be adequately protected by law, the property is not expected to deliver a reasonable return to the University and the Creator, or for other appropriate reasons. Such abandonment decisions will be made by the VCR after consultation with the Senior ORDA Tech Transfer Specialist and at least one member of the UIPC (usually from the Creator's college). The University shall notify the Creator and the next higher University authority in writing if a determination is made to abandon intellectual property. University abandonment releases sole ownership back to the Creator.

C.III.D. Grants, Contracts, and Other Agreements

Grants, contracts, and other agreements between the University and external parties shall, whenever feasible, state clearly the obligations and rights of the University, the Creator, and the cooperating party or parties, and the procedure to be followed should the activity result in patentable or copyrightable intellectual property. Grants and contracts from various agencies may, at times, impose certain terms and conditions upon agreements dealing with the development and dissemination of intellectual property resulting from activities performed under the grant/contract. In such cases, the University shall endeavor to meet its obligations and, where appropriate, negotiate any such terms and conditions with a sponsoring agency. Situations not specified in an agreement shall be subject to University policy.

### C.III.E. Income Received

C.III.E.1. Repayment of Expenditures – Income received by the University as proceeds from the sale, lease, transfer, or other conveyance of an invention or work by the University, or as license issue fees, option fees, running royalties, and equity interests paid to the University by a licensee of intellectual property constitutes “Gross Revenue” (see Sec. C.II.K.1). From those revenues, all “Development Expenses” (Sec. C.II.K.2) shall be deducted to yield “Net Income” (Sec. C.II.K.3).

If the University uses a marketing or management firm or other external intermediary in the commercialization of intellectual property, the distribution of income/royalties shall be established by an agreement between the University and the intermediary.

C.III.E.2. Distribution of Net Income - Initial distribution of net income will occur within six (6) months of receipt of proceeds from marketing and/or commercialization of intellectual property. Subsequent distribution will be made semi-annually on or about June 1 and December 1 each year.

If an infringement suit or claim of patent or copyright invalidity is brought against the University, external intermediary, and/or Creator during the life of the patent or copyright, the net income distribution attributable to that patent or copyright may be halted during the pendency of the suit, and adjusted accordingly for expenses from defending such suits or claims, and for any settlement or judgment.

C.III.E.3. Sharing of Net Income - All “Net Income” shall be shared by the Creator and the University as follows:

- Of the first \$50,000 of net income: 50% shall be distributed to the Creator and 50% shall be distributed to the University.
- Of the next \$200,000 of net income: 45% shall be distributed to the Creator, 45% shall be distributed to the University, 5% shall be distributed to the Creator’s originating college(s), and 5% shall be distributed to the Creator’s originating unit(s).
- Of the next \$250,000 of net income: 40% shall be distributed to the Creator, 45% shall be distributed to the University, 7.5% shall be distributed to the Creator’s originating college(s), and 7.5% shall be distributed to the Creator’s originating unit(s).
- Of net income in excess of \$500,000: 35% shall be distributed to the Creator, 50% shall be distributed to the University, 7.5% shall be distributed to the Creator’s originating college(s), and 7.5% shall be distributed to the Creator’s originating unit(s).
- Multiple Creators shall share equally in Creator’s share of income unless there is a written agreement to the contrary among them.

- Colleges and units receiving “Net income” are encouraged to utilize it so as to benefit Creator’s research and academic programs.

C.III.E.4. Equity Distribution - In any instance wherein the University executes a license or other agreement with a corporation or other business entity for purposes of commercializing intellectual property and the University receives or is entitled to receive equity, such equity or the proceeds of the equity, when available, shall be shared with the Creator, the University, and the originating units, in the same proportions as net income distributions (Sec. C.III.E.3). The distribution of equity may be subject to restrictions as may be agreed to by the University in executing any such licenses or other agreements. In no event shall the University act as a fiduciary for any Creator concerning equity interests or any other non-monetary consideration.

#### Section C.IV. Claims And Appeals

In the event of further developments, the UIPC may reconsider the VCR’s decision to retain intellectual property.

##### C.IV.A. Ad Hoc Intellectual Property Claims Committee

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

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

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

In the event the Claims Committee fails to render a majority decision within thirty (30) days of the final date of the hearing, or the interested parties mutually agree, the dispute shall be submitted to the American Arbitration Association in accordance with its Commercial

Arbitration Rules. If either party objects to the decision, the dispute may be submitted to the American Arbitration Association in accordance with its Commercial Arbitration Rules. The cost of arbitration shall be paid by the party objecting to the decision.

#### C.IV.B. Copyrightable Works

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

#### C.IV.C. Inventions

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

#### C.IV.D. General Considerations

In no event shall any pending dispute preclude the University from discharging its ongoing responsibilities for administering Intellectual Property, including, but not limited to, actions subject to deadlines imposed by the United States Patent and Trademark Office and its counterpart organizations in other national jurisdictions, actions subject to deadlines imposed by the state or federal courts, or actions subject to other requirements.

## ADDENDUM X

### Contact Hour and Indirect Teaching Equivalencies for Faculty

- A. If a department's, school's, unit's, or the Library Affairs operating paper does not already contain complete and specific criteria for credit hour equivalencies for contact hours and/or for indirect teaching assignments, then the department/school/unit/Library shall take steps to amend its operating paper accordingly. The Faculty in each department/school/unit/Library shall begin working on amending the operating paper as soon as practicable but in no event later than February 1, 2012. All such amendments to the operating paper shall be in compliance with this Agreement.
- B. The workload definitions adopted by collective bargaining contracts or formally adopted policies for Carnegie Extensive Research Universities, including but not limited to the University's IBHE 1985 Peer List, will be used as primary reference points for the development and any subsequent negotiations over the criteria. In addition, the parties may mutually agree in writing to select other research universities as reference points.
- C. The Faculty in each department/school/unit/Library shall submit a proposed Amendment to its Operating Paper in accordance with the amendment process for each Operating Paper and this Agreement. The amendment shall be submitted no later than April 15, 2012.
- D. If the Dean approves the proposed amendment to the operating paper, then he/she shall forward the proposed amendment to the Provost with a recommendation to approve the amendment. If the Dean does not approve of the proposed amendment to the Operating Paper, he/she will request a meeting of the Faculty to discuss the matter. If the parties reach a modified amendment, then the modified amendment shall be sent to a vote. If a majority of the voting Faculty vote in favor of the amendment, it shall be forwarded to the Provost with a recommendation to approve the amendment. If a majority of those voting do not vote in favor of the amendment, the Faculty and the Dean shall submit written justifications to the Provost for why the Amendment should/should not be adopted. Each party shall receive copies of the written justifications of the other parties.
- E. If the Provost approves the proposed amendment to the operating paper, then the operating paper shall be so amended. If the Provost does not approve of the proposed amendment to the Operating Paper, he/she will request a meeting of the Faculty to discuss the matter. If the parties reach a proposed modified amendment, then the modified amendment shall be sent to a vote. If a majority of the voting Faculty vote in favor of the proposed modified amendment, the operating paper shall be so amended. If a

majority of those voting do not vote in favor of the proposed modified amendment or if the Provost and Faculty do not reach agreement on a proposed modified amendment then the Provost shall notify the Faculty Association President and request that a Bargaining Committee be formed. Such notification to the Faculty Association shall occur no later than June 1, 2012.

- F. The Bargaining Committee shall consist of five members appointed by the Faculty Association, at least one of whom is currently serving on the Faculty Association's bargaining team, and five members appointed by the Board, at least one of whom is currently serving on the Board's bargaining team. Each party is entitled to its own advisors and consultants in addition to team members.
- G. Within thirty (30) days of receipt of notification from the Provost that the parties were unable to reach agreement, the Bargaining Committee shall begin bargaining on those operating papers for which no agreement was met. Such negotiations shall be conducted in good faith and at reasonable times and places in order to conclude negotiations in an expeditious manner. The parties shall request assistance of the Federal Mediation and Conciliation Service if they are unable to reach agreement by August 15, 2012.
- H. If the Committee is unable to reach an agreement after participating in mediation, then the matter shall be submitted to an external panel for a final determination. The external panel shall consist of three members: one selected by the Board, one selected by the Association, and an arbitrator with experience in higher education arbitration shall be selected from a list of five provided by the American Arbitration Association. Each party shall have the right to remove no more than two names from the list. The panel members appointed by the Board and the Association shall be from or have extensive knowledge of comparable department(s) at other Universities and be knowledgeable about University operating papers and workload in the relevant area(s). Panel members shall not be University employees. The parties shall notify each other of their Panel selection no later than one month after mediation has failed.
- I. The Panel shall review any materials submitted by the parties, and any other materials they deem relevant. The Panel shall then submit a final report that includes an amendment to the Operating Paper that sets forth the major criteria to be used in determining credit hour equivalencies for contact hours and indirect teaching equivalencies. That amendment is final and binding on the parties.
- J. Each party shall bear the costs of its member of the Panel and the costs of the arbitrator shall be divided equally between the parties.
- K. The parties may by mutual agreement in writing extend any of the time limits set forth in this Addendum. Requests shall not be unreasonably denied.

## ADDENDUM Y

### Negotiations on Conflict of Interest/Commitment and for Sexual Harassment Procedures

- A. Separate Committees shall be formed to negotiate the separate subject matters on the issues above so as to bring resolution for formally developing Conflict of Interest/Commitment and Sexual Harassment procedures applicable to SIUC campus.
- B. Each Committee shall consist of five members appointed by the Faculty Association, and five members appointed by the Board.
- C. In its deliberation, each committee shall focus on federal and state laws, regulations, guidelines, etc., contract language or policy statements from four four-year universities, two selected by the Association and two selected by the Board as comparators for the negotiations over these issues. In addition, the parties may mutually agree in writing to select additional four-year universities as comparators. The parties agree to incorporate the principles of Interest-Based Bargaining.
- D. Each Committee shall begin bargaining no earlier than January 15, 2012, and shall conduct good faith negotiations at reasonable times and places in order to conclude negotiations and, if needed, mediation, on these subjects no later than May 15, 2012 for Conflict of Interest/Commitment procedures and no later than August 15, 2012 for procedures on Sexual Harassment.
- E. The goal of both parties is to reach mutual agreement to avoid imposed terms. If mediation is needed, the parties agree to request the appointment of a mediator through the Federal Mediation and Conciliation Service.
- F. If the Committee reaches agreement on both matters either in the form of specific contract language or proposed procedure for adoption by the BOT or the Chancellor, such agreement shall be subject to review and approval first by the Faculty Association Departmental Representative Council (for the Association) and then by the Chancellor (for the Board).

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