

Dear colleagues,

Some updates for you as we await any news from the Board meetings today and tomorrow in Edwardsville.

### Extension vote timing

Faculty wishing to extend the Article 9 review process by 30 days should take such votes by this Friday, February 9. To secure an extension, votes must pass by 60% in each of the units affected by a given school proposal. Votes should be reported to Associate Provost DiLalla, and we would appreciate notification as well.

### Grievance update

Our first set of grievances was heard by a designee of the chancellor last week; we expect a ruling on them next week, and, if that ruling is not in our favor, we will quickly make a decision on whether to appeal to an independent arbitrator.

Since January 3, numerous programs, faculty, and departments have been shifted from one proposed school to another, leaving some faculty paired with very different groups than in their original school proposal. As a result, faculty are now being asked to vote on substantially new administrative proposals for schools that involve different sets of affected units. But the administration has not regularly provided the documentation for these new program changes as required in Section 9.03 of the contract. The administration is also saying that they will end the 90 day dialogue process for these proposals by counting from the date the original program change proposal was distributed (around November 11, 2017). This will prevent faculty from having the full 90 day dialogue period for the new proposal, which should only be started after a contractually compliant proposal is distributed to the affected faculty. Faculty members who would like the Faculty Association to represent them in a grievance over this contract violation can email Randy Hughes ([hrhughes57@frontier.com](mailto:hrhughes57@frontier.com)) the following authorization statement:

*I authorize the Faculty Association to represent me and file a grievance on my behalf concerning the failure to provide a new program change proposal and the required dialogue period for the newly configured school affecting my academic unit.*

Randy can also answer any questions you may have about this new grievance. The deadline for filing this grievance is fast approaching, so please get in touch promptly if you are interested in joining the grievance.

## Job security, reorganization, and program closure

In recent meetings on campus, Chancellor Montemagno has been making a new argument in favor of his proposal: elimination of departments would protect faculty job security. They would have greater job security because the chancellor plans to ask them to eliminate academic programs. And the CBA allows for layoffs of tenured faculty, in certain circumstances, when an entire department (or current school) and all of its programs are shut down. Once faculty are in the proposed schools, however, they could only be laid off, save following a bona fide declaration of financial exigency, if the new school and all of its programs were shut down, a much less likely occurrence.

The chancellor's argument is based on real features of the contract. But to evaluate its merit, faculty need more context.

A first thing to note about this argument is that it assumes that **program elimination** is one major goal of the chancellor's plan. When he announced his plan, the chancellor pitched the retention of all current programs as a plus; now he has shifted to assuming the need for the closure of many programs, and making insurance against related job losses an advantage of his plan.

Second, the **CBA already provides faculty considerable protection** if their programs are closed. Even if one's entire unit and all its programs are shut down, the administration must make a good faith effort to reassign the faculty member to another suitable position (CBA 9.07.a). In past closures on campus, such good faith efforts have resulted in reassignment rather than termination.

Finally, and most importantly, if the administration wants to secure faculty job security, the most obvious way to do so would be to **make an agreement with the FA to protect faculty jobs**. Side letters in some previous contracts guaranteed that the administration would not layoff or terminate faculty due to program closures during the life of the contract. The FA would naturally be very receptive to any agreement to protect job security, and work expeditiously to finalize such an agreement.

Thus even if SIUC must close programs, it could do so while providing job security to faculty and without any need to demolish our entire current academic structure. We do not need to eliminate departments to protect jobs, and it is misleading to argue otherwise.

In solidarity,  
Dave Johnson  
President, SIUC-FA

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