

AGREEMENT

Between

the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY

and

the SIUC FACULTY ASSOCIATION, IEA/NEA

Fiscal Years 2025-2028
Effective July 1, 2024 - June 30, 2028

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AGREEMENT

This AGREEMENT is entered into this 13th day of August, 2024, 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.

Days – The term “day” or “days” shall mean calendar day(s) unless otherwise specified.

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.

Preamble – Preambles are introductory statements to specific Articles or concepts and are utilized through the agreement. Preambles are not grievable provisions of the contract but are intended to clarify the parties’ intent for the Article or provision(s) to follow.

University – The term “University” shall mean Southern Illinois University Carbondale.

School – The term “School” refers to the overall academic unit and can be used interchangeably with “Department” if organizational nomenclature changes.

Director – The term “Director” refers the immediate academic administrative officer for Faculty in a given School and can be used interchangeably with the term “Chair” should organizational nomenclature change

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. I.E. the provisions of the Illinois Ethics Act (5ILCS 430/) as it may be amended or modified from time to time (see also section 10.02d).

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 responsibility for the printing costs of any copies for use by 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 fifteen (15) days of the date this Agreement is executed, and thereafter within fifteen (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. Service to Association.

The parties agree that certain Association activities shall be recognized as Service as defined in this Agreement. Such Association activities may include, but are not limited to, elected union positions and service as a representative of the Association on a Committee, Task Force, State or National Affiliate body, etc. . .The Board shall consider the above activities as Service in the following processes:

- Tenure and Promotion (including chair/director and dean recommendation letters);
- Merit, if applicable pursuant to relevant operating paper(s);
- Annual Evaluation;
- Awards; and
- Applications for campus positions, including "functional" School roles, such as program coordinator.

Section 4.09. Miscellaneous.

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.

Section 4.10. Association Sponsored Teaching-Release Time.

If the Association reimburses the Board for 25% of an individual faculty member's base monthly salary for the period of the release, then the Association may request release time of 0.25 FTE (one 3 credit hour course) for eligible Faculty members. Faculty eligible for release time shall be the duly- elected officers of the union, members of the bargaining and grievance committees, and chairs of other Association Committees. Such releases shall be limited to five (5) faculty members at any given time. The release period for an individual faculty member may be for one semester or an entire academic year.

The Association shall provide a written request to the Board's contract administrator

(e.g., Associate Provost for Academic Administration) to include the following: (1) name(s) of the faculty member to be released; (2) dates of release; and (3) category of Association position as listed above. Such notification shall be submitted no later than April 15 (or another mutually agreed date) of the preceding academic year. Such requests shall not be unreasonably denied.

Upon approval, the Board shall furnish the Association with documentation detailing the cost of the release time (25% of the faculty member's base monthly salary during the release period), to include the deadline for payment and payment process. In all other respects (e.g., economic fringe benefits, SURS, etc.), the released faculty member shall be considered as a full-time Faculty member.

Section 4.11. Office Space for Association Business.

The University agrees to work with the Association to identify University office space(s) which are available for lease. If appropriate space is located, the Association shall be permitted to lease University-owned space(s) under the same terms, lease amounts, and conditions as the other lessees. The parties agree that the other IEA/NEA units at SIUC: Association of Civil Service Employees, Graduate Assistants United, and Non-Tenure Track Faculty Association, may share any such leased space(s).

Section 4.12. Presentation at New Faculty Orientation.

A representative of the Faculty Association and a representative of the Board shall jointly make an informational presentation during the annual new Faculty Orientation which will address at a minimum the following issues:

- a. The Illinois Educational Labor Relations Act, which enables the existence of faculty unions in higher education in Illinois, and, what are mandatory subjects of bargaining;
- b. Highlights of the aspects of the professional life of all SIUC faculty members that are governed by the union contract, including salary and benefits, workload, promotion and tenure, grievances, arbitration, and leaves of absence.

The presentation shall not include any direct appeals for union membership. Both representatives shall divide the presentation time in roughly equal intervals. The representatives shall exchange their presentations no later than a week before the orientation.

The Board shall notify the Association of the New Faculty orientation location and date once those have been determined, but no later than two weeks in advance of the New Faculty Orientation. If a similar presentation is required by the collective bargaining agreement of another group (e.g., the NTTFA), and if the new Faculty Orientation includes (for at least a portion of it) new members from both bargaining units, the joint presentation described here will occur when both groups are present. Such simultaneous presentation to both groups will fulfill the requirement of the joint presentation described here.

With the exception of the paragraph above, the Board retains control over the agenda for the New Faculty Orientation.

ARTICLE 5: OPERATING PAPERS

Section 5.01. Purpose of Operating Papers.

Operating papers establish the processes and practical mechanisms that enable Faculty to participate in the governance of their schools and of their Colleges. Operating papers also provide for the expression of the differences and uniqueness of the various basic academic units in the university. The Faculty of each such schools, unit, and College shall adopt and maintain an operating paper, which shall not conflict with the terms of this Agreement, Board statutes, or the College's operating paper (for schools, and unit operating papers). 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 (including eligibility to vote on specific issues and policies);
- c. For schools and Library Affairs operating papers, 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 standards, guidelines and procedures;
- e. Establishment, roles, responsibilities, composition, and authority of committees, including unit-level procedures for making curricular decisions;
- f. Qualifications, role and responsibilities of the Dean (for College Operating Papers) or Director (for schools operating papers) and procedures for Faculty to provide recommendations to the Dean on the appointment and review of a Director; and, for College Operating Papers, procedures for review of the Dean;
- g. Procedure for reviewing and amending the operating paper;
- h. Academic qualifications of new Faculty to be recruited, and procedures for the academic unit to make hiring requests to the Dean;
- i. For School and Library Affairs operating papers, criteria to be applied when determining workload, including workload assignment criteria for credit hour equivalencies pertaining to indirect and/or contact-hour teaching. Any such language shall be in compliance with the provisions of Article 8.

Section 5.03. Approval of Initial Operating Papers.

If a new school, unit, or College is created through the initiation of a new school, unit, or College, or the merger of two or more existing schools, units, or Colleges, an operating paper shall be adopted under this article.

Within nine (9) months from the date of formation of a new School or College, said unit shall propose an operating paper to the appropriate next level administrator as defined in this article. An extension of the deadline may be requested by the unit, and such request shall not be unreasonably denied. Units are encouraged to consult with the Chancellor (or designee) and Faculty Association President to establish a timeline for the proposal of an initial operating paper to the appropriate next level administrator.

School Operating Papers: Following open debate, any new School operating papers shall be subject to the approval of a 75% majority of those Faculty voting. The vote shall be conducted by secret ballot, and each Faculty member shall be given the opportunity to vote. In the event that a school is not able to attain a 75% majority, the school may seek internal mediation with representatives of the Association and the Board, upon request to the President of the Association or to the Associate Provost for Academic Administration.

All initial operating papers shall also be subject to the approval of the appropriate Dean, in consultation with the Director, and the Chancellor or the Chancellor's designee (for school, unit, and College operating papers).

The next level administrator as defined by this article, within thirty (30) days of receipt of the proposed operating paper, shall provide a written response with suggested edits to the school, unit, or College if the operating paper is not approved, or submit the operating paper for approval to the next level of administration as defined in this article.

College Operating Papers: Following open debate, any new College operating paper shall be subject to the approval of a majority of those Faculty voting. The vote shall be conducted by secret ballot, and each Faculty member shall be given the opportunity to vote.

All initial operating papers shall also be subject to the approval of the appropriate Dean (for school, and unit operating papers) and the Chancellor or the Chancellor's designee (for school, unit, and College operating papers).

The next level administrator as defined by this article, within thirty (30) days of receipt of the proposed operating paper, shall provide a written response to the school/department, unit, or College if the operating paper is not approved, or submit the operating paper for approval to the next level of administration as defined in this article.

Within thirty (30) days of receipt of the proposed operating paper by the Chancellor (or designee), they shall provide a written response to the school, unit, or College if the operating paper is not approved or communicate written approval of the operating paper to the College Dean and school, if appropriate.

Operating papers created under Section 5.03 become effective when the process of review and approval has been concluded, including the approval of the Chancellor (or designee), or as a result of the outcome of the dispute resolution process described in Section 5.05, if applicable. The Association shall be provided with a copy of any new operating papers approved under this article within thirty (30) days of approval.

Disputes over approval of operating papers shall be processed in accordance with Section 5.05 below. All disputes must be presented no later than forty-two (42) days from the date an administrator communicates denial. Days between December 15 and January 15 and between May 15 and August 15 shall not be counted in the calculation of the forty-two (42) days.

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. Only amendments approved by the appropriate percentage of Faculty as described by the respective operating papers may be referred to administrators for review and approval.

The amendment of operating papers shall also be subject to the approval of the appropriate Dean, for school and unit operating papers, and, for College operating papers if Dean approval is required by an approved College operating paper, and of the Chancellor (or designee), or as a result of the outcome of the dispute resolution process described in Section 5.05, if applicable, for school/department, unit, and College operating papers, utilizing the following procedure:

- a. The Administration shall only consider the language put forward as amended in the amendment review process.
- b. The proposed amendment(s) shall show the proposed changes as marked-up against the current approved operating paper.
- c. The individual identified in the operating paper, if any, shall submit the proposed amendment(s) to the next level administrator within fourteen (14) days of a positive Faculty vote on the amendment(s). If there is no such individual identified in the extant operating paper, it shall be the responsibility of the school director or College Dean.
- d. The next level administrator, within thirty (30) days of receipt of the proposed amendment(s), shall provide a written response to the school/department, unit, or College if the amendment(s) is denied or submit the amendment(s) for approval to the next level of administration.
- e. Within thirty (30) days of receipt of the proposed amendment(s) by the Chancellor (or designee), they shall provide a written response to the school/department, unit, or College if the amendment(s) is denied or communicate written approval of the amendment(s) to the College Dean and school, if appropriate.
- f. If the parties mutually agree, the time period may be stopped for no more than

thirty (30) days to allow for a period of consultation between the reviewing administrator and submitting school, unit, or College.

- g. The parties may, by mutual agreement, extend the time limits contained in this Section related to the review and response to proposed amendment(s). Neither party shall arbitrarily nor unreasonably refuse to agree to a written request for an extension of a time limit in this Section. If the other party denies the request for extension of time, then the requesting party shall have five (5) days, or the remainder of the original response period, whichever is longer, to provide the response.
- h. Within thirty (30) days of approval of amendment(s) under this article, the appropriate administrator shall provide Faculty in the applicable school, unit, or College a complete copy of the operating paper incorporating such amendment(s).

Amendment(s) to operating papers modified under Section 5.04 become effective when the process of review and approval has been concluded, including the approval of the Chancellor (or designee), or the outcome of the dispute resolution process described in Section 5.05, if applicable.

Disputes over amendments shall be processed in accordance with Section 5.05 below. All disputes must be presented no later than forty-two (42) days from the date the Dean or Chancellor (or designee) communicates denial of the requested modification. Days between December 15 and January 15 and between May 15 and August 15 shall not be counted in the calculation of the forty-two (42) days.

Section 5.05. Dispute Resolution.

The parties agree that disagreements regarding operating paper approval or amendment are best resolved via informal discussions among the parties. In the event that a dispute cannot be resolved informally between a 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. Within thirty (30) days of denying approval of an operating paper or amendment, the Dean will schedule a meeting with an Association representative appointed by the Faculty Association President, the Director, and a Faculty representative appointed by the Faculty from the affected school, unit, or College to discuss the matter. Within fifteen (15) days after the meeting, two written reports, one presented by the Faculty Association and one presented by the Dean, shall be distributed in writing to all Faculty in the affected School, unit, or College by the Dean with a copy to the Faculty Association President. Each report shall provide the reasoning of all viewpoints held by the reporting party related to the dispute and presented at the meeting.

With the distribution of the reports, the Dean shall communicate the date by which the Faculty in the affected school, unit, or College must schedule the re-vote to affirm the initial operating paper (in the case of a new unit) or amendment(s) (in the case of an existing unit's operating paper). The Faculty in the affected school, unit, or College shall communicate the date for the re-vote to

the Dean and the Faculty Association President once determined. The re-vote shall be by written secret ballot.

- i. If the re-vote results in 75% or more of those voting in favor of the pending amendment or approval, provided that each Faculty member is given the opportunity to vote, the amendment or full operating paper will be forwarded to the Chancellor (or designee) for due consideration.
 - ii. If the balloting fails to achieve at least 75% of the votes in favor in the re-vote, the amendment or approval of the operating paper fails.
- b. Disputes at the Chancellor Level. If the Chancellor does not approve an initial operating paper or an amendment to an existing operating paper, the Faculty shall have forty-two (42) days to refer the amendment or the initial operating paper dispute to the Chancellor for the final determination process described in sections 5.05 c. and 5.05d. below.
- c. Final Determination: Referral to Mediation. Within fifteen (15) days of the Faculty referring the matter to the final determination process, representatives of the administration and the Association will submit a request to the FMCS for the appointment of a mediator for the dispute(s) involving language in the operating paper at the Chancellor level. There will be a minimum of two mediation sessions on two separate dates. If a dispute is not resolved through this process after two sessions, either party may decide to take the item to the interest arbitration step; or both parties may agree to continue the mediation process for an additional session.
- d. Final determination: Referral to Interest Arbitration.
 - i. If the points of disagreement are not resolved by mediation, the parties agree to resolve the operating paper dispute through an interest arbitration approach. This arbitration will be of limited scope and shall result in a decision/award by a neutral arbitrator selected through the arbitration selection process as provided for in Section 6.06(a).
 - ii. For purposes of this interest arbitration, each party shall present the arbitrator with their proposed operating paper language pertaining to the area of dispute. The parties agree not to submit proposals that reflect regressive positions. The arbitrator's decision/award shall be limited to choosing the Association's proposed language or the University's proposed language pertaining to the disputed provision.
 - iii. The parties may submit multiple, independent sets of proposals to the arbitrator if there is more than one operating paper provision in dispute. In such cases, each provision shall be reviewed and awarded independently by the arbitrator.
 - iv. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.
 - v. The arbitrator shall have no authority to fashion their own resolution but

will be limited to accepting one of the proposals as they are presented. However, the arbitrator shall have the authority, prior to making a ruling, to attempt to reach a mutual agreement between the parties on the disputed provision.

- vi. The arbitrator shall have no authority to make a decision/award on any issue not submitted and raised during this interest-based arbitration.
- vii. The arbitrator shall have no authority to make any decision/award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law.
- viii. The arbitrator shall have no authority to make any decision/award that contradicts either the Board rights as provided for in Article 17 or limitations on Board rights expressly provided for by any article in this agreement.
- ix. Approved operating papers as of 6/10/2020, and listed in Appendix A, shall be used as reference points for the dispute resolution procedures.
- x. The arbitrator shall review any materials submitted by the parties and any other materials the arbitrator deems relevant
- xi. Any decision/award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Board, the Association, and the Faculty members covered by this Agreement.
- xii. 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.
- xiii. The arbitrator shall submit their decision no more than thirty (30) days from the date of submission of written briefs or closing arguments of the parties

Section 5.06. Grievances.

Grievances under this Article shall be limited to cases in which: approved operating papers do not exist; an operating paper is being implemented in a manner that is contrary to the express terms of this Agreement; or either the timelines or the procedural steps in the approval or amendment process (sections 5.03, 5.04), or in the dispute resolution process (section 5.05) are not followed. If one or more Faculty members have 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: INFORMAL DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Preamble. This article sets out procedures for resolving contractual disputes under the Agreement. The parties consider it desirable for disputes that are non-contractual to be resolved through free and informal communication. Dispute resolution may be undertaken with assistance from several resources, not limited to, but including an Ombudsperson Program or similar position (if one is available on campus), the Federal Mediation and Conciliation Service (FMCS), or Labor and Employee Relations, etc.

Section 6.01. Definitions.

A “grievance” is a dispute raised during the term of this Agreement by a Faculty member, by several Faculty members or by the Association against the Board, which involves an alleged violation by the Board of one or more provision(s) of this Agreement affecting:

- a. a Faculty member;
- b. a class of similarly situated Faculty members; or
- c. 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.).

A “formal grievance” is a written document that contains a statement of the facts from which the dispute arose, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. If there was an attempt at informal resolution, the formal grievance may also provide information on the informal resolution attempt.

Section 6.02. Informal Resolution Process.

It is desirable for a contractual dispute(s) or grievance(s) between a Faculty member(s) and the Board to be resolved through free and informal communications, starting with the appropriate Administrator at the lowest administrative level. 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.

Nothing in this agreement shall prohibit members of the Bargaining Unit who are serving as Acting/Interim Directors from resolving a contractual dispute through this informal resolution process.

In the event the dispute or grievance is resolved through the informal process, the resolution shall not be precedent-setting. In the event the dispute is not resolved through the informal process, the parties agree that this Article shall govern the filing and processing of formal grievances.

Section 6.03. Authority to File a Formal Grievance.

The following parties shall be authorized to file a formal grievance:

- a. the affected Faculty member(s) or the Association on behalf of the affected Faculty member(s) who has authorized in writing the filing of a formal grievance for those grievances as defined in 6.01(a);
- b. the Association on behalf of a class of similarly situated Faculty members who have authorized in writing the filing of a formal grievance for those grievances as defined in 6.01(b); or
- c. the Association on its own behalf for those grievances as defined in 6.01(c).

The failure of the Association to file a formal grievance in instances where an affected Faculty member(s) does not authorize the filing of same shall not be a precedent that is binding on the Association in future instances involving similar facts and circumstances.

Any Faculty member(s) may file a formal grievance and have it resolved without the intervention of the Association. Any such resolution shall be consistent with the terms of this collective bargaining agreement. Unless approved by the Association, any such resolution shall not be precedent-setting.

Section 6.04. Formal Grievance Procedure.

The parties agree to the following governing principles for the filing and processing of formal grievances:

- a. If a resolution to a grievance cannot be reached through the informal process provided in Section 6.02, the Faculty member(s) may file a formal grievance at the Provost level. If the formal grievance is filed against the Provost, the formal grievance shall automatically be filed at the Chancellor level. The formal grievance may be filed at a higher level if the parties mutually agree in writing. If the action occurred at the Chancellor's level or above, the formal grievance shall be filed with the Chancellor. Any such formal grievance must be filed within the forty-two (42) day period noted in Section 6.08.
- b. A meeting shall be held at the administrative level at which the formal grievance is filed within fourteen (14) days after the formal grievance is filed. The meeting shall be between the Administrator (or designee), the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or Administrator (or designee) may invite an additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. The Administrator (or designee) shall provide a written response to the Grievant(s) or the Association as appropriate no later than fourteen (14) days after the meeting.
- c. If the formal grievance is denied at the Provost level, the Grievant(s)/Association may file an appeal(s) within fourteen (14) days of receipt of written denial, to the Chancellor. The Chancellor (or designee) with whom the appeal is filed may hold a meeting with the Grievant(s)/Association if the Administrator (or designee)

believes it is necessary. The Grievant(s) and/or Chancellor (or designee) may invite an additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. Any such meeting shall be held within fourteen (14) days after the filing of the appeal. The Chancellor (or designee) shall provide a written response to the appeal to the Grievant(s) or the Association as appropriate within fourteen (14) days after the filing of the appeal or within fourteen (14) days after the meeting regarding the appeal, whichever is later. After the appeal is filed with the Chancellor, the Grievant(s) shall have no further internal appeal rights and may elect to request arbitration in accordance with Section 6.07.

- d. The parties agree that the processing of merit pay, and workload grievances shall be given priority over other grievances.

Section 6.05. Mediation.

At any time after a formal 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 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 and resume when either party provides written notification that mediation has been unsuccessful.

Section 6.06. Arbitration.

If the formal grievance is not settled through the process above and the Association wishes to appeal the Chancellor level response to the formal grievance, the Association may refer the formal grievance to arbitration, as described below, by notifying the Chancellor in writing within fourteen (14) 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 fourteen (14) days after the Board's receipt of the Association's notice of referral. This time period may be extended by mutual consent of the parties until either one of the parties withdraws its consent to continue the extension. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period or any mutually agreed extension thereof, the parties shall jointly request either the American Arbitration Association, the Federal Mediation and

Conciliation Service, or the Illinois Educational Labor Relations Board (IELRB) to submit a panel of five (5) to seven (7) 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, the Federal Mediation and Conciliation Service, or the Illinois Educational Labor Relations Board (IELRB) then in effect.

- b. The arbitrator selected shall set the time 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 choose their own representatives. 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 their 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. Where both parties mutually agree in writing, more than one grievance hearing may be held on the same date(s) before the same arbitrator. Where both parties mutually agree in writing, two or more grievance(s) on the same issue may be merged into one hearing.
- 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. An arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the Faculty member(s) 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 shall be final and binding upon the Board, the Association, and the Faculty member(s) covered by this Agreement.

Section 6.08. 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, meeting(s), or processing of a grievance. Neither party shall arbitrarily nor unreasonably refuse to agree to a written request for an extension of a time limit in this Article. If the other party denies the request for extension of time, then the requesting party shall have five (5) days, or the remainder of the original filing period, whichever is longer, to file the grievance or otherwise respond.
- b. All formal grievances must be presented no later than forty-two (42) days from the date of the first occurrence of the matter giving rise to the grievance, or within forty-two (42) days after the Grievant(s), through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.
- c. The Faculty member(s) or Association may preserve the right to file a formal grievance by filing an Intent to File Notice, within the forty-two (42) day period, while simultaneously pursuing the Informal Resolution Process noted in Section 6.02.
- d. If a formal 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 formal grievance procedure within the time limit specified in Section 6.05(d) or any agreed extension thereof, it shall be considered settled on the basis of the Board’s last answer.
- e. If the Board does not respond to a formal grievance or formal grievance appeal within the time limits specified in Section 6.04(c) or 6.04(d) or any agreed extension thereof, the formal grievance may be considered to be denied at that level and automatically appealed to the next level. The timeline for the response at the next higher level will not begin until the Grievant(s) or the Association serves formal notification to the next level Administrator.
- f. Once a formal grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15.
- g. The processing of timely filed workload and merit pay formal grievances shall continue between May 15 and August 15. For all other timely filed formal grievances, the processing shall continue between May 15 and August 15 unless either party notifies the other in writing that the time limits be stopped.

Section 6.09. Information.

Either party may request in writing 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 its relevance to the grievance in question. The party to whom the request is made may request an explanation from the requesting party as to why the information is not otherwise available. All information requests filed with the Board shall be filed with the office of the Associate Provost for Academic Administration.

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. The responding party shall provide existing relevant information or documents or reasonable access to such information or documents. However, nothing herein is intended to require either party to create, collate, or compile information for the other party. If the responding party denies the information requested in whole or in part, the response shall include the basis for denial.

If there is any dispute pursuant to providing information under this Section, the parties agree that there shall be a discussion between the Association and the Board to attempt to resolve the dispute within ten (10) days of the response. If the dispute is not resolved and the formal grievance is referred to arbitration, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the formal grievance.

Section 6.10. Filing of Materials.

All records related to a formal grievance shall be filed separately from a Faculty member's official personnel file, excepting only a formal 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.

- a. Nothing in this Agreement is intended to preclude a Faculty member(s) 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.
- b. 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.
- c. Meetings related to grievances shall be held at mutually agreeable times and places.
- d. The non-retaliation provisions in Section 14 of the Illinois Educational Labor Relations Act (115 ILCS 5/14) apply to this article in its entirety.

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

Section 8.01. Preamble.

Southern Illinois University Carbondale is a Carnegie Foundation-classified Research University (high research activity) where Faculty members are essential to the teaching, research/creative activity, and service missions of the University. Each of these functions furthers the overall educational mission of the institution and create opportunities for students.

Section 8.02. Workload.

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. When the Director is making the annual workload assignment, they shall ensure that, if they make a larger assignment in one area, then they shall also make a corresponding smaller assignment in another area(s). In no instance shall an annual workload assignment exceed 100% effort. Overload assignments shall be made in accordance with Section 8.08. The following clarifications pertain:

In order to support student success and improve learning outcomes, Faculty assigned teaching duties shall also engage with students outside scheduled contact hours, in reasonable, disciplinarily appropriate, and flexible ways that meet both student and Faculty interests. To facilitate this engagement, Faculty shall provide their students, on course syllabi, with a clear statement spelling out their policy for student engagement. They shall then adhere to said policy (with reasonable accommodation for special circumstances, announced to students in advance whenever practicable). Listing by appointment only is not acceptable.

This policy shall include:

- A policy for responding to student emails within a reasonable and clearly defined time frame. Faculty may also spell out their expectations for student usage of email.
- A set schedule of weekly openings for student meetings. Student meetings shall be scheduled at times mutually convenient for Faculty and students. They may be scheduled virtually or face to face in Faculty offices or other spaces (e.g., labs, studios) convenient for Faculty and students. Faculty engagement should be consistent with the scheduled modality of classes. Faculty shall also make themselves reasonably available via appointment.
- Any other means the Faculty member considers appropriate. This may include other means of electronic communication (e.g., chat via apps like Slack or Discord); encouraging students to drop by at times outside of student meeting times (to see if the Faculty member is free to meet); and/or encouraging interaction before and after class.

Schools are encouraged to regularly review best practices for student engagement in their disciplinary area.

A Faculty member may be relieved from all direct instructional responsibilities only when the Faculty member purchases at least 50% of their time through externally funded grants

or contracts. The primary responsibility for establishing workloads and credit hour equivalencies shall rest with the schools or basic academic units.

a. Workload is defined as:

i. Teaching

- 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 that bring Faculty and students into direct instructional relationships; and,
- 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 school 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 school operating paper provides otherwise,

ii. 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

iii. 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. Service should also account for work as a Program Director/Coordinator/Associate (Assistant) Director [hereafter referred to as Program Director(s)] of academic programs and account for work in the Fall and Spring as well as any work in the Summer (Please see below). 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 by the Director in consultation with Faculty.

Section 8.02.01 Program Directors. Each academic program that requires a Program Director shall work in consultation with the School Director to develop a detailed, written job description outlining specific expectations and duties, and how these are distributed across the academic year and Summer term. This written job description shall be used to assess the performance of the program director. This assessment shall be included in the Faculty member's annual evaluations while serving as a Program Director.

When the work associated with serving as Program Director surpasses the level associated with a normative service assignment during the nine-month academic year or necessitates work into the Summer term, the School Director and the Program Director shall discuss appropriate compensation annually during workload meeting. Since the compensation is commensurate with the work, stipends and/or course release/s will vary across programs and may vary year to year.

If the School Director denies a request for compensation for an approved Program Director, either during the standard nine-month term, or in the Summer term the relevant Faculty member may request an explanation of this decision, first in an informal meeting with the Director, and then in an appeal to the Dean if necessary. The informal meeting and initial appeal shall take place no later than thirty (30) days after the decision to reject the initial request. If the informal meeting or subsequent appeal does not resolve the issue, then the Faculty member may avail themselves of the grievance process. (See Appendix B for examples of common Program Director duties)

Section 8.02.02 Annual Workload Assignments (This Section does not apply to Library Affairs Faculty).

- a. For the purpose of this section, the Dean of the School of Education, or designee, shall serve as “Director”.
- b. In addition to the foregoing contractual provisions, in making Faculty workload assignments (i.e., the assignment of teaching, research/creative activity, and service), the Director/Chair (or equivalent) shall 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); distribution of teaching, research/creative activity, and service assignment in an individual Faculty's annual workload assignment; and the equitable distribution of workload within the School.
- c. Prior to the end of the Spring semester, the Director (or equivalent) shall meet with each Faculty member in the unit to discuss the proposed annual workload assignment for the following Fall and Spring semesters. If a School's operating paper so provides, proposed Faculty annual workload assignments will be reviewed by the Faculty. A Faculty member's annual workload assignment shall be subject to the approval of the Dean and, after approval by the Dean, a written record of the final annual workload assignment shall be provided to the Faculty member and Dean or designee by the Director (or equivalent). Every effort should be made by Deans/Directors to reach an agreement with the faculty member on changes to their workload. Changes in a final annual 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. Voluntary changes to workload during the academic year should include a conversation with the Faculty member about re-balancing their workload with particular attention paid to those Faculty who are asked to perform additional

service to facilitate institutional DEI efforts (e.g., search committees). Changes that occur without the Director's knowledge, particularly those affecting research or service, should be brought to the Director's attention as soon as possible.

- e. Workload modifications that occur following the final workload distribution as required in Section 8.02.2 (c and d) require a revised workload assignment to be provided to the affected Faculty member. prior to, or during, the annual workload meeting, the Director and Faculty member shall review and update any workload changes from the previous year.

Section 8.02.03 Annual Workload Assignments for Library Affairs Faculty

- a. In addition to the foregoing contractual provisions, in making Faculty annual workload assignments (i.e. the assignment of teaching/librarianship, 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); distribution of teaching/librarianship, research/creative activity, and service assignment in an individual Faculty's annual workload assignment; and equitable distribution of workload within the Library.
- b. 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.
- c. 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 their teaching/librarianship assignment as outlined in their position description, including, but not limited to, acquisitions, cataloging, collection development, collection processing, consultation, instructional support, supervision, and other responsibilities.
- d. Voluntary changes to workload during the academic year should include a conversation with the Faculty member about re-balancing their workload with particular attention paid to those Faculty who are asked to perform additional service to facilitate institutional DEI efforts (e.g., search committees). Changes that occur without the Dean's knowledge, particularly those affecting research or service, should be brought to the Dean's attention as soon as possible.
- e. Workload modifications that occur following the final workload distribution as required in Section 8.02.3.g require a revised workload assignment to be provided to the affected Faculty member prior to or during the annual workload meeting. The Director and Faculty members shall review and update any workload changes from the previous year.
- f. Library Faculty members may voluntarily accept responsibilities which require

the performance of duties outside the annual workload assignment and/or scope of the position description but shall not be required to do so or penalized for not doing so.

- g. Prior to the end of the fiscal year, the Dean (or designee) shall meet with each Library Faculty member to discuss the proposed annual workload assignment for the following fiscal year. If the Library operating paper so provides, proposed Faculty annual workload assignments will be reviewed by the Faculty. A Faculty member's annual workload assignment shall be subject to the approval of the Dean and, after approval by the Dean, a written record of the final annual workload assignment shall be provided to the Faculty member. Changes in a final annual 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 8.03. Workload Grievances.

If a Faculty member believes that the Chair/Director (or equivalent) has not complied with Section 8.02.1-3(as applicable) and the appropriate operating paper in making their annual 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 8.04. 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 Director determines, pursuant to the procedure outlined in Section 14.16, that the course will be offered. 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 8.05 Distance Education 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 8.06. Temporary Overseas Assignment.

Temporary assignments overseas in University facilities will be worked out by the Director of that facility, the Director of the school, 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 8.07. Distance Education/Online.

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.

Distance Education/Online in which Faculty and students are physically separated, with face-to-face instruction accounting for no more than 50% of course content, and remaining instruction is accomplished through synchronous or asynchronous technologically mediated communication (e.g., My Courses, Zoom, MS Teams).

a. Rights and Responsibilities:

- i. The development and delivery of Distance Education/Online 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/Online courses.
- ii. Credit hours taught by Faculty in Distance Education/Online courses shall be included in the FTE calculation for determining the student/Faculty ratio defined in Article 9.08.b.
- iii. Distance Education/Online 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/Online course(s) does not result in the elimination of programs and/or Faculty. In addition, a Distance Education/Online 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.
- iv. Faculty participation in Distance Education/Online 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.
- v. A Faculty member may reject a Distance Education/Online course as part of their assignment if they have a bona fide pedagogical objection to teaching the assigned course by Distance Education/Online. Prior to rejecting such course, the Faculty member shall notify their Director/Chair and discuss the objections to determine whether a mutually agreeable arrangement can be reached.
- vi. If no such agreement can be reached, the Faculty member shall notify their Director of such rejection and receive an alternative equivalent assignment.

Section 8.07.01 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/Online 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/Online 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/Online course has right of first refusal to teach said course.

Distance Education/Online 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.

Section 8.07.02 Ownership.

The Intellectual Property Policy and Addendum II of this Agreement govern ownership of Intellectual Property, including course materials, developed through Distance Education/Online.

For Distance Education/Online 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 (Individualized Learning Program) 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/Online technologies, the definition for Traditional Academic [or Scholarly] Copyrightable Works (see Addendum II and the University's Intellectual Property Policy) will apply unless other arrangements are made.

Section 8.07.03 Compensation for Distance Education.

Development, revision, and teaching of Distance Education/Online courses as part of the standard workload assignment is a normal responsibility of Faculty. For Distance Education/Online 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/Online courses over and above the standard workload assignment will be in accordance with the Section 8.08 of this Article. Compensation for RFP shall be in accordance with the grant proposal as accepted by the Board.

Section 8.07.04 Faculty Development.

Faculty who develop and/or teach Distance Education/Online 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 Online 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/Online 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.

Section 8.07.05 Disputes.

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

Section 8.08. 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 twenty-four (24) credit-hour equivalency, per Section 8.02;
- 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 Director/Chair;
- g. As compensation for an overload assignment, the Board shall offer the Faculty member either:
 - i. financial compensation consisting of 1.0 of their monthly base salary for the equivalent of each three (3) credit hours of face-to-face teaching; or
 - ii. for the term of this collective bargaining agreement, financial compensation consisting of 0.5 to 1.0 of their monthly base salary for the equivalent of each three (3) credit hours of Distance Education/Online course; or
 - iii. a mutually agreeable reduction in the teaching assignment for the following academic semester or year.
- h. Information: At the request of the Association, the Board shall provide to the Association copies of all Faculty overload agreements (per Section 8.08.f.) for the previous year. The information may be provided in an electronic format. At the Associations request, the Provost (or designee) will provide a 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.

Section 8.09 Modified Leave-Related Workload Assignments.

A Faculty member may request in writing consideration of a modified workload

assignment for the weeks of a semester that remain before or after an approved leave as defined in employee handbook. Such request must be made at the earliest indication of circumstances that support the need for a modified assignment and is subject to approval by the Director, in consultation with the Dean. An approved modified workload assignment shall be communicated to the Faculty member as soon as is practicable.

Examples of modified duties for a Faculty member requesting consideration for a modified assignment under this section include, but are not limited to:

- a. Rescheduling of appropriate courses in an intensive, shorter session
- b. Replacing, for the weeks in question, direct teaching with indirect teaching (e.g., developing a new course/courses, overseeing internships, etc.), additional service work for the unit or College (e.g., curriculum review, recruitment efforts, etc.), or a combination of “indirect” teaching and additional service work
- c. Offering classes via Zoom/Alternative for some period of time.

ARTICLE 9: PROGRAM CHANGES

Section 9.01. Preamble.

Both parties recognize the impact and importance of program changes on the educational experiences of our students. To ensure that the most effective changes are made for the University community as a whole, both parties encourage open, inclusive, and respectful dialogue about proposed program changes. Open dialogue allows for divergent views and multiple perspectives to be expressed and considered without fear of retaliation. Both parties encourage a collaborative approach to program changes that recognizes the impact of such changes on the University community, including students, Faculty and staff, and the quality of education.

Section 9.02. Definitions.

For the purposes of this Article, the following terms shall have the following meaning.

- a. “Program Change” – any action to initiate, merge, reduce¹, or eliminate an academic degree program² or academic school or Library Affairs unit. In addition, changes to certificate/licensure/endorsement programs imposed by outside agencies that have significant impact on Faculty workload/assignment, or the status of Faculty lines shall be covered by this Section of the contract upon request of the majority of the affected Faculty.
- b. “Affected School” – school(s) that will be merged or reduced; school(s) that either house(s) or will house the proposed academic degree program change; school(s) whose Faculty workload/assignment, resources, or the status of Faculty lines will be significantly altered.
- c. “Library Affairs unit” – as defined by the Library Affairs Operating Paper.
- d. “Affected Faculty” – those Faculty members who hold voting rights as defined by relevant operating paper(s) in the Affected school or Library Affairs unit(s). For purposes of interdisciplinary degree program proposals, affected Faculty shall also include those who hold cross-appointment in the Affected school or Library Affairs unit(s).

Section 9.03. Development of Proposal.

A proposal may be developed by either the Administration or the Faculty. The developmental process shall include the following components, consistent with the applicable operating paper(s):

- a. In the case where the program change proposal is being developed by Faculty, they may consult with administrators concerning University policy, etc. Administrators may provide feedback and informational input but they shall

¹ For purposes of this Article, “reduce” shall mean reducing a school by separating, severing, or removing a program, but not eliminating it.

² associates, bachelors, masters, and doctoral degrees

respect the Faculty's right to independently develop proposals by not impeding that process.

- b. In cases of the merger of two or more schools or Library Affairs units, or the initiation of a new interdisciplinary degree program that involves two or more separate schools or Library Affairs units, then Faculty from each of the affected schools or Library Affairs units shall be given the opportunity to participate in the development of the proposal.
- c. All written proposals shall minimally include:
 - i. Description of the proposed change(s);
 - ii. Rationale;
 - iii. Impact on Faculty lines and Faculty workload (including redistribution of work);
 - iv. Impact on students (e.g., recruitment, retention, and placement) and ability to maintain curricula, particularly in the case of mergers;
 - v. Estimated financial costs or savings, including source(s);
 - vi. Comparison of similar programs at peer institutions (when applicable and available); and
 - vii. Possible consequences of the proposed change on the University's Carnegie Research status.

A written proposal may be accompanied by applicable forms (e.g., RME, NUI, etc.) but such forms are not required at this stage of development. Use of applicable forms may not replace the written proposal.

Section 9.04. Presentation, Discussion, and Revision of Proposal.

Following the development of the proposal as outlined in Section 9.03, the following shall occur:

- a. The appropriate administrator (e.g., Director, Dean, etc.), shall coordinate the implementation of this Section based on an administratively developed written proposal or upon receipt of a Faculty-developed written proposal. Faculty-developed written proposals shall be submitted to the school Director for processing.
- b. The appropriate administrator shall provide the written proposal to all affected Faculty, relevant administrative parties, and the Faculty Association President. At this time, the appropriate administrator shall also inform all parties of their right to submit a dissenting opinion(s) and written response(s) within seven (7) days after the conclusion of the proposal phase outlined in item 3, including any extension.
- c. Once the written proposal has been provided, the appropriate administrator shall schedule meetings to allow for: 1) open dialogue among interested parties with

appointments in the affected unit(s), excluding administrators who are outside the bargaining unit; and 2) open dialogue among interested parties with appointments in the affected unit(s), including relevant administrators. Such dialogue shall include accommodation for:

- i. Questions and clarifications posed from affected Faculty;
- ii. Anonymous non-binding vote(s) and anonymous feedback; and
- iii. Written drafts from Faculty or administrators to further develop or revise the proposal.

The parties shall complete the proposal dialogue process in no more than ninety (90) days after distribution of the written proposal outlined in Section 9.04.b. The proposal may move forward at any time upon a 60% majority vote(s) of the affected Faculty in each affected unit(s), to include absentee/proxy votes as provided by the affected unit(s) operating paper(s). After ninety (90) days, the proposal will automatically advance to the next step unless there has been a 60% majority vote(s) of the affected Faculty in each affected unit(s), to include absentee/proxy votes as provided by the affected unit(s) operating paper(s), to extend the proposal discussion period for thirty (30) days. Upon expiration of the extension, the proposal will advance to the next step.

- d. Dissenting opinions and written responses solicited in item 2 shall be included in the program change plan outlined in item 5 below if they are received within seven (7) days after the conclusion of the proposal discussion period outlined in item 3, including any extension.
- e. These documents (e.g., results of non-binding vote(s), dissenting opinions, written responses, etc.) accompany the final proposal and collectively are referred to as the “program change plan.” If a vote occurs to move the proposal forward prior to the deadline, the results of that vote(s) shall also be included. If there was an extension to the discussion deadline, the results of that vote(s) shall also be included. The program change plan shall also include all required forms (this may include draft versions of Form 90s or 90As).
- f. If applicable, the program change plan should be submitted to the appropriate school/department/College curriculum committee(s) for review and to the applicable central administration office (e.g., Associate Provost for Academic Programs) for informal review. In response to these reviews, the school may choose to modify the program change plan prior to proceeding to Section 9.05.

Section 9.05. Presentation of the Program Change Plan and Formal Faculty Vote.

In presentation of and voting on a program change plan, the following shall occur:

- a. At least three (3) business days prior to the meeting in subsection 2 of this Section, the appropriate administrator (e.g. Director, Dean, etc.) will submit the program change plan to the Associate Provost for Academic Administration (“APAA”) and ensure that the Faculty in affected unit(s) have electronic access to it. The APAA will provide the deadline for the Faculty vote(s) to the

administrator and Faculty in the affected unit(s). Prior to the formal Faculty vote, the APAA will also provide the President of the Association with the plan, as well as the deadlines for the vote(s) by the Faculty in the affected unit(s) and the Association's review. The deadline for the Association review shall be at least seven (7) calendar days after the deadline for the Faculty vote(s) and prior to the deadline for final action on the program change plan by the Faculty Senate or the Graduate Council as determined by the Associate Provost for Academic Programs ("APAP").

- b. The administrator in each affected unit shall call a meeting(s) at which all Faculty shall be provided the opportunity to discuss the program change plan. In instances where Faculty in multiple units are affected, the administrator of the originating academic unit, administrative office, or designee shall call at least one (1) additional meeting at which all Faculty in all affected units shall be provided the opportunity to discuss the program change plan. Faculty, by majority vote, may invite administrators to participate in such meetings. Faculty, by majority vote, may decide to keep minutes.
- c. 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 program change plan, with absentee/proxy voting as provided for by the relevant operating paper(s), but with the understanding that absentee/proxy votes must be returned by the date and time of the scheduled Faculty vote. The vote shall be immediately tabulated in the presence of the Faculty.
- d. The results of the vote, any minutes of the unit's meeting(s), and the unit's report on the proposed program change plan (including recommendations/suggestions and minority reports), if any, and letters of support or non-support from the Director and/or Dean of the initiating unit and from Directors and/or Deans of any other affected school or Library Affairs unit will be forwarded to the APAA. The APAA will then distribute them to the Faculty Senate and/or Graduate Council and the Association President.
- e. By the deadline set according to Section 9.05(1), the Association may submit a written review with its analysis and recommendations concerning the proposed plan to the Faculty Senate and/or Graduate Council as appropriate.
- f. If the program change plan undergoes modification(s) once it has been reviewed by the Faculty Senate and/or Graduate Council, the APAA, in consultation with the Association President, shall determine if such modification(s) is substantive. If the modification(s) is substantive, the Director of the affected unit(s) or the originating administrative office shall distribute the modified plan and proceed in accordance with Section 9.05 (1-5). Nothing in this Section shall preclude the filing of a grievance on the APAA's determination in this Section.

Section 9.06. Final Approval Notification and Demand to Bargain Impact.

Once the APAA receives the final approval notification, they shall provide a copy to the Association President. 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 following the date of receipt of the APAA's notification.

Section 9.07. 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 (2) 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 (1) full contractual period (either nine (9) month or twelve (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 twelve (12) months) of outplacement services may be provided by the Board.

Section 9.08. Status of Faculty Lines.

- a. Upon request of the Association, 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 school are vacated due to separation, death or resignation of Faculty and it has been announced by the Director 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 Director 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 Director 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.

For purposes of Article 9.08.c., the parties agree that the current language shall serve as "status quo" language for purposes of bargaining. The parties agree that they (or their designees) will reconvene not later than October 15, 2024, to begin discussions and bargaining related to this article.

**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 | 2023 Policies | SIU \(as of 4/23/2024\) Board Legislation - Statutes \(siusystem.edu\)](#)

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. [Code of Ethics: Faculty | 2023 Policies | SIU \(as of 4/23/2024\)](#)

In order to prevent censorship of academic research and creative activities, if the University receives a complaint against a Faculty member, either internal or external, alleging that a Faculty member has violated the rights and responsibilities of academic freedom as enumerated in the collective bargaining agreement or if a Faculty member alleges that their academic and/or professional practice is compromised by a decision of the Administration then that complaint/allegation shall be referred to the Provost or their designee and the President of the Faculty Association or their designee. The parties may consult with experts in a given field if they wish to obtain further context concerning a complaint.

If the two parties agree that the complaint is unfounded, then they will respond to the complainant as needed. If the complaint is considered to be founded, it will be referred to the processes outlined in Article 11 (Investigatory Interviews/Progressive Discipline) and/or Article 6 (Informal Resolution/Grievance). If the parties do not come to consensus as to the foundation of a complaint, then either party may proceed with the Article 11 or Article 6 process as needed.

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
 - i. 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.

- ii. Classes: Faculty members have a responsibility to meet all scheduled contact hours in their teaching assignment, and to submit course grades in keeping with deadlines promulgated by the Registrar's office. If for any reason the Faculty member cannot be present at a regularly scheduled session, the Faculty member shall notify his 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 the Director (or designee), a Faculty member shall, absent emergency, consult in advance with the Director (or designee) regarding arrangements to cover a missed session. If a Faculty member is taking a Paid Leave for Workers Act day(s), the Director (or designee) will facilitate communication to students and course coverage unless the Faculty member indicates that they have already made arrangements for their course(s) (Article 15.01.b.).
- iii. Syllabus: The course syllabus is a document that must be provided to all students at the beginning of each course (if possible, at the first class meeting). For distance education classes (as defined in Section 8.07.a.), syllabi should be provided to the students as soon as the course is opened. In addition, each course syllabus must be provided to the Director (or designee) by the end of the first week of the class. Each Faculty member shall confirm, in writing to the Director (or designee), that they have provided the syllabus to the students by the end of the first week of class. Individual course syllabi created by an individual Faculty member shall not be electronically posted without the consent of the Faculty member or as required by an accrediting body. This is not intended to exclude the public posting of standardized Master Syllabi or syllabi approved as part of the Form 90 materials. Its contents must include, at minimum:
 1. course goals and topics;
 2. types of assignments (e.g., readings, types of oral and written exercises, term papers, etc.);
 3. the means of evaluation;
 4. texts, materials, and supplies/equipment students are required to purchase;

5. course fees (i.e., expenses beyond what is shown in the catalog);
 6. other required activities that may occur outside of scheduled class time (e.g., field trips, performances, etc.);
 7. University Emergency Procedures statement and ADA accessibility statement or “Syllabus attachment” (as a hard copy attachment to the syllabus or as a URL link); and
 8. contact information (i.e., office hours/student engagement opportunities, office location, University telephone number, and University e-mail address).
 9. The course syllabus must also contain accrediting agency syllabi requirements as appropriate; for example, the Higher Learning Commission requires student learning outcomes be posted in syllabi.
- b. Office Hours/Student Engagement Opportunities: Faculty members shall offer regular opportunities for student engagement in accordance with Section 8.02.
 - c. 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.
 - d. 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 school/department, College, University, and their profession, except as may be provided elsewhere in this Agreement.
 - e. Time Reporting Compliance: Faculty members shall be required to record their time spent conducting University business in accordance with the Illinois Ethics Act (5 ILCS 430/) as it may be amended or modified. The University shall endeavor to develop an online reporting form.

ARTICLE 11: DISCIPLINE AND NON-REAPPOINTMENT

Section 11.01. Preamble.

Both parties recognize the seriousness of the disciplinary process and therefore encourage coaching and informal feedback, as appropriate, to address conduct that, if not corrected, may lead to discipline through the process outlined below. However, both parties recognize that some conduct may necessitate immediately initiating the disciplinary process. It is the intention of the parties that the formal procedures be transparent and timely. The Faculty member should be kept informed, as appropriate and allowable under the law, as the process moves forward.

Section 11.02. Supersedence.

The provisions of this Article shall be in lieu of the provisions governing discipline, termination for cause, and non-reappointment set forth in the *SIUC Employee Handbook* with respect to Faculty covered by this Agreement.

Section 11.03. Guiding Principles for Discipline.

- a. Discipline under this Article shall be for just cause.
- b. The Board agrees to follow the principle of progressive discipline. The gravity or seriousness of given conduct may justify immediate dismissal or other sanction without any prior discipline.

Section 11.04. Scope of Discipline.

- a. Cause. Examples of causes for pursuing disciplinary action against a Faculty member may include but are not limited to: dishonesty or other unethical conduct, insubordination, incompetence, failure to perform assigned duties, neglect of duty, violation of laws or University policies, such as the prohibition against unlawful discrimination, sexual harassment, illegal use of controlled substances, etc., abuse of the Faculty member's position, or misuse of University resources.
- b. Sanctions. Examples of disciplinary sanctions include, but are not necessarily limited to, an oral reprimand, a written reprimand, a suspension without pay, or dismissal.

Section 11.04.1 Oral Reprimand. For the purposes of this Section, an "oral reprimand" shall be defined as a written notice from an Administrator in which the Faculty member is notified that they have been orally reprimanded. Such reprimand shall be documented as follows:

- a. The documentation of the oral reprimand must include the name of the Faculty member and that of the Administrator issuing the oral reprimand, a brief description of the basis for the oral reprimand, date(s) of occurrence, and the date after which the Faculty member may request the document be removed.
- b. A copy of this document shall be provided to the Faculty member at the time of issuance.

- c. Such document shall be filed centrally in the Associate Provost for Academic Administration's office for a period of twelve (12) months from the day in which the disciplinary hearing leading to the oral reprimand was held. Such document may only be accessed by an Administrator(s) in subsequent disciplinary action.
- d. Upon request from the Faculty member, the Associate Provost for Academic Administration shall purge the document after the expiration of twelve (12) months if the appropriate Administrator(s) has confirmed that no further violation has occurred. The Faculty member shall be provided an opportunity to pick up the document(s) from the Associate Provost's office within fourteen (14) calendar days from the date of notice that the document will be purged; if the Faculty member does not pick up the document(s) within said timeline, the Associate Provost's office shall destroy the document(s). Such notice shall be served via email to the affected Faculty member's official SIU email address.
- e. The Faculty member may appeal the oral reprimand to the next higher Administrator within fourteen (14) calendar days of receiving the documentation of the reprimand. Such Administrator has fourteen (14) calendar days from receiving the written appeal to review the appeal and provide a determination to uphold, modify, or reverse the reprimand. Except in cases where the reprimand is reversed, the documentation of the oral reprimand, the Faculty member's appeal, and the next level Administrator's appeal determination shall be held in the Associate Provost file. All such documentation shall be purged upon the Faculty member's request as noted above.

Section 11.04.2 Written Reprimand. A "written reprimand" shall be defined as a written document that is given to a Faculty member and placed in their personnel file that concerns a matter that may, if not corrected, lead to further disciplinary action.

Section 11.05. Notice.

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. Such notice shall also be emailed to the affected Faculty member's official SIU email address.

Section 11.06. Right of Representation.

- a. The parties acknowledge that Faculty members have the right to request that an Association representative be present in investigatory interviews as defined by

*Weingarten*³. Under *Weingarten*, an investigatory interview occurs when an Administrator questions a Faculty member to obtain information and the Faculty member has a reasonable belief that disciplinary action against that Faculty member may result. It is recognized that a Faculty member may not insist that a particular representative be present or unreasonably delay the interview.

- b. If, during an investigatory interview as defined in Section 11.06.a., a Faculty member requests an Association representative, the Administrator shall either:
 - i. Accept the request and reschedule the investigatory interview to allow for an Association representative to be present; or
 - ii. Deny the request and end the interview; or
 - iii. Advise the Faculty member that the interview will not proceed unless the Faculty member is willing to continue the interview unaccompanied by an Association representative.
 - iv. In any instance, the Board may act on the basis of information obtained from other sources to proceed with the disciplinary process.
- c. This Right of Representation does not apply to meetings at which discipline is simply administered.

Section 11.07. Procedures for Discipline of Faculty.

The Board may discipline a Faculty member, including but not limited to suspension or dismissal, for just cause. Such a Faculty member may utilize the grievance and arbitration procedure set forth in this Agreement to appeal any such disciplinary sanction; provided, however, oral reprimands may not be grieved but shall be subject to the provisions of Section 11.04.b.i. The Board may non-reappoint a tenure-track Faculty member without cause as provided in Section 11.09.

- a. Assessment and Investigation. Once conduct that could reasonably lead to disciplinary sanction has come to the attention of an Administrator(s), the procedure outlined below shall be followed. The Administrator(s) who conducts the investigation or serves as the hearing officer shall not have a conflict of interest in the matter.
 - i. Initial Assessment – A Board-designated Administrator shall determine whether the alleged conduct merits an investigation.
 - ii. Investigatory Process – A Board-designated Administrator shall conduct an investigation in an attempt to determine if there is information or material that clarifies matters related to the alleged conduct. This process may include but is not limited to interviewing the complainant, the Faculty member against whom the allegation is made, any pertinent witnesses, and reviewing any relevant documentation.

³ *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975)

- b. Investigatory Interview Meeting Requirement. In an investigation of alleged conduct that could result in the dismissal or suspension without pay of a Faculty member, the Board shall conduct an investigatory interview meeting(s) with the Faculty member. In an investigation of alleged conduct that could result in discipline other than suspension or dismissal of a Faculty member, the Board may choose not to conduct an investigatory interview meeting(s) with the Faculty member.
- c. Notice of Investigatory Interview Meeting. Before any investigatory interview meeting, the Board shall inform the Faculty member in writing of the nature of the matter or complaint in sufficient detail to reasonably apprise them of the matter, unless such notice would endanger the investigation. Minimum information to be included in the notice shall be: a copy of Article 11, including the notification of the Faculty member's right of representation; a description of the alleged violation(s) or action(s); the standard(s) allegedly violated; the date, time, and location for the investigatory interview meeting; and the administrator(s) to be present at the meeting. The notice shall also inform the Faculty member of the components of the meeting as outlined below. The notice shall be sent in accordance with Section 11.05 and at least fourteen (14) calendar days prior to the meeting; the Faculty member shall be provided with an opportunity to reschedule.
- d. Investigatory Interview Meeting. Investigatory interview meetings are not intended to be adversarial proceedings. Investigatory interview meetings shall minimally include the following components: an explanation of the purpose of the meeting, a summary of the disciplinary process, and questioning of the Faculty member concerning the matter. The Faculty member shall have the opportunity to ask questions about the investigation or the disciplinary process, suggest potential witnesses or evidence, or otherwise respond to the allegation(s). The role of the Faculty Association 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.
- e. Notice of the outcome of the Investigation. The Board shall notify the Faculty member of the results of an investigation that included an Investigatory Interview Meeting. If the Board determines that it is not pursuing discipline, it shall notify the Faculty member in writing within seven (7) calendar days after the determination. Such notice shall be communicated to the Faculty member via their official SIU email address. If, after the investigation, the Board decides to proceed a disciplinary hearing, then such notice shall be provided as specified in Section 11.07.b.1.
- f. Disciplinary Hearing Process
 - i. Notice of the Disciplinary Hearing. If the Board determines that discipline may be warranted, the Board will notify the Faculty member in writing of the reason(s) for possible discipline and provide the Faculty member with an opportunity to meet and respond at a disciplinary hearing. The notification of the disciplinary hearing must be sent at least fourteen (14) calendar days prior to the scheduled date, and the Faculty member shall be

provided with an opportunity to reschedule.

- ii. The Notice shall minimally include: the date, time, and location of the hearing; a description of the alleged conduct in sufficient detail to reasonably apprise them of the matter; a statement of the charge(s); the administrator(s) to be present at the hearing; and a copy of Article 11, including the notification of the Faculty member's right of representation. In cases where there has been an Investigatory Interview Meeting, the Disciplinary Hearing Notice shall also include a copy of the Board's Investigation Report.
 - iii. Disciplinary Hearing. The disciplinary hearing is a discussion between the Faculty member and the Board regarding the allegation(s), investigation, and potential discipline. Such hearing shall occur prior to the decision to implement discipline. The hearing shall provide the Faculty member with an opportunity to respond to the allegation(s), investigation, and to be informed of the sanction(s) under consideration. The Faculty member may present additional evidence, including potential witnesses; request clarification of the disciplinary process and/or the allegation(s); and present any evidence or information which may mitigate any potential disciplinary sanction(s). A Faculty member who elects not to attend such meeting shall forfeit their 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.
- g. Determination and Imposition of Disciplinary Sanction.
- i. Final Determination. The final determination for sanction shall occur after the conclusion of the disciplinary meeting and the Faculty member shall be notified in writing of the Board's determination.
 - ii. Notice of Disciplinary Decision. Within fourteen (14) calendar days of the Disciplinary Hearing, the Board shall either provide a determination of discipline or a good faith estimate (not to exceed thirty (30) calendar days from the good faith notice) of when such a determination shall be issued.

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 tenured 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 sixty (60) calendar days. The Board may extend the administrative leave beyond the sixty (60) calendar day limit, but such extension shall be limited to the number of days of extension requested by and granted to a Faculty member for any process under this Article. 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. Non-reappointment of Tenure-Track Faculty Without Cause.

Nothing herein shall be construed as a limitation on the Board's right to discipline or dismiss a tenure-track Faculty member prior to the end of an academic year or semester as provided above. The Board may non-reappoint a tenure-track Faculty member without cause for any reason, including but not limited to unsatisfactory progress toward tenure, as provided in this Section.

- a. If the Board chooses to non-reappoint 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.
- b. If the Board chooses to non-reappoint 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:
 - i. the Faculty member's most recent Annual Pre-Tenure Review letter from the Director or the Dean (or designee) states the Faculty member's record does not presently demonstrate satisfactory progress toward tenure (or, in cases where both Dean and Director write letters, both letters state this); and,
 - ii. the immediately previous Annual Pre-Tenure Review letter from the Director or Dean (or designee) states that the Faculty member's record did not demonstrate satisfactory progress toward tenure and identified the area(s) that needed improvement (or, in cases where both Dean and Director write letters, both letters state this).
- c. Notice of non-reappointment will be sent to the Faculty member in accordance with the following schedule:
 - i. 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 (3) months in advance of its termination, if the first-year appointment expires other than at the end of the academic year;
 - ii. 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 (6) months in advance of its expiration, if the second year appointment expires other than at the end of the academic year;
 - iii. at least one (1) year before the expiration of an appointment after two (2) 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

The Association and the Board support and value regular communication between the parties to discuss matters of mutual concern. The parties agree that it is desirable for a communications committee, comprised of representatives of the Association, the University Chancellor (or designee) and other representatives of the Board, to meet at a minimum once per academic semester. Additional participants in communications meetings shall be mutually agreed-to. Additional meetings of the communications committee may be held upon the request of the Association or the Board.

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.

ARTICLE 13: TENURE AND PROMOTION

Section 13.01. Initial Appointment.

- a. When hiring tenure-track Faculty on continuing appointment, 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.
- b. To the extent that the tenure guidelines and procedures set forth in applicable College and School Operating Papers in effect when the untenured 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.
- c. To the extent that the promotion guidelines and procedures set forth in applicable College and School Operating Papers in effect when the Faculty member was last hired or promoted (whichever is later) in a Faculty position are modified, the same guidelines and procedures shall be considered when and if such Faculty member is considered for promotion, 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. (Note exception in 13.05.a.1.)
- d. To the extent that the Promotion Policies and Procedures for Faculty and Tenure Policies and Procedures set forth in the [*SIUC Employees Handbook*](#) are modified, the procedures in effect under the [*SIUC Employees Handbook*](#) shall be used, unless otherwise mutually agreed between the Board and the Faculty member being considered for promotion and/or tenure.

Section 13.02. Annual Pre-Tenure Review.

Each untenured Faculty member on continuing appointment shall be reviewed at least annually by the Director and/or the Dean (or designee).

- a. 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 their yearly workload assignment and criteria, standards, and guidelines for tenure and promotion specified in the relevant School and College Operating Papers. As such, annual reviews shall include a review of the Faculty member's performance during the previous calendar year, a summative evaluation of their progress towards tenure/promotion, and shall identify areas of strength and weakness and areas that need improvement.

- i. To provide candidates for tenure with timely input from tenured colleagues, and to ensure tenured Faculty a role in the tenure process, the review process for Assistant professor candidates for tenure and promotion shall include substantive input from all eligible tenured Faculty in their School, unless a process to provide this input is already prescribed in existing Operating Papers. Regular input from tenured Faculty is strongly encouraged; substantive tenured Faculty input shall come no later than the third year of the probationary period. Faculty input shall be shared in written form with the candidate in conjunction with the Director's annual review letter.
- b. The Faculty member shall receive a copy of their annual review(s) by May 1 of each year.
- c. The Faculty member may submit a written response to this annual review(s) that will also be included in the personnel file. This response must be submitted within ten (10) business days after the Faculty member's receipt of a copy of the annual review(s).
- d. All annual pre-tenure review letters shall be part of untenured Faculty members' promotion and/or tenure dossiers.

Section 13.03. Extension of Tenure-Track Probationary Period.

An untenured Faculty member may apply, in writing, for an extension of their tenure-track probationary period due to circumstances of an exceptional nature (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 newborn child or an adopted child, or other exceptional circumstances).

- a. An application for such an extension must be made by the Faculty member before the last year of their probationary period begins, and it must include the reasons for the request 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.
- b. The application shall be submitted to the Director (or designee). Following review and consideration by the Director (or designee) 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.

Section 13.04. Provisions Applicable to Both Promotion and Tenure.

Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the promotion and tenure process:

- a. Candidates for promotion and/or tenure shall be required to meet the standards

contained in University policy, the College Operating Paper, and the School Operating Paper. The standards and criteria listed in School and College Operating Papers should complement and may augment the standards and criteria set forth in University policy. The [*Employees Handbook*](#) otherwise provides details regarding the process for the promotion and tenure review.

- i. School operating papers may establish program level promotion and/or tenure standards. Faculty may choose the standards of the operating paper they were hired/last promoted under or the new school operating paper standards. This choice solely applies to the standards for promotion and tenure and not the review committee structure. Review committee structure is described in 13.05.
 - ii. School operating papers may establish program-level subcommittees that provide an advisory vote to the School level promotion and/or tenure committee. Members of a program-level subcommittee would be eligible to participate in the School-level promotion and/or tenure committee.
- b. Workload assignments shall be considered in evaluating the promotion and/or tenure case. A Faculty member shall include in their promotion and/or tenure dossier copies of prior workload assignments. A Faculty member may also include a notation of any unique aspects of their prior workload assignments that the Faculty member believes should be part of their dossier.
- c. Each Board Representative outside the Basic Academic Unit who is directly involved in providing recommendations regarding promotion and/or tenure dossiers shall make a careful, deliberate, and independent evaluation of the credentials of the candidate for promotion and/or tenure, including due consideration for the Faculty vote (and Director decision) at the Basic Academic Unit level.
- d. When a Director does not hold the same or higher rank and/or tenure status as the candidate seeks, the Director shall make an appointment of a designee to serve in the role of Director for the purpose of providing the recommendation on promotion and/or tenure; the Director will consult with the candidate to develop a list of qualified potential designees.
- e. If a Board representative recommends against a Faculty member's application for promotion and/or tenure, the Faculty member shall be given the right to submit a written response.
 - i. Any such written response must be submitted to the Board representative who made the negative recommendation within ten (10) calendar days after the Faculty member's receipt of the written recommendation.
 - ii. Such a response shall be limited to responding to the negative recommendation of the Board representative; no new material (e.g., new papers, books, ICE's, letters of recommendation, etc.) may be included in

such a response.

- iii. If such a response is so submitted within said ten (10) calendar day period, it will be added to the Faculty member's dossier before the dossier moves to the next level of review.
 - iv. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Director or Dean to any written response submitted by a Faculty member and from considering any such response.
- f. Only the Board of Trustees may promote a Faculty member or award tenure. Faculty members attain promotion and/or tenure in accordance with Board policies and procedures, and the applicable *SIUC Employee Handbook* policies (i.e., *Promotion Policies and Procedures for Faculty* and/or Section I through V of the *Tenure Policies and Procedures*) in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C. The parties agree that only the promotion and/or 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 promotion and/or tenure) are incorporated by reference.
- g. When an untenured Faculty member is promoted by the Board, such Faculty member shall be awarded tenure when the promotion becomes effective.

Section 13.05. Review Committees.

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 *Nepotism Policy*. Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the promotion and tenure process:

- a. In considering a candidate for promotion and/or tenure, the school shall form a promotion and tenure committee in the following manner:
 - i. Committee Size: Unless otherwise outlined in operating papers the candidate may choose a committee of three (3) or five (5) eligible Faculty members holding the same or higher rank to which the candidate seeks promotion.
 - ii. Committee Augmentation: When a school lacks sufficient Faculty members to fully constitute a promotion committee, the school Director with input from the candidate shall augment the committee by adding eligible Faculty members at the appropriate ranks and areas of expertise (when possible) from outside the school.
 - iii. Candidate Input on Augmentation: The candidate shall submit names to the Director for committee augmentation and every effort will be made to reach a consensus. The Director makes the appointment(s) for such

augmentation(s) if consensus cannot be reached the Director will explain to the candidate in writing if Faculty members not on the list are selected.

- iv. For promotion to full professor, the Faculty member may choose a School committee review process from the operating paper they were last promoted under or the new school operating paper (and corresponding College). This option sunsets following the completion of the 2024-2025 promotion cycle, all future promotion cases will be reviewed by the new school and College operating paper committees (Promotion standards are described in 13.04.a.i.).
- b. This section pertains solely to promotion and/or tenure reviews conducted in the School of Education.
- i. Programs, as defined in the School operating paper, will constitute program level sub-committees for reviewing promotion and/or tenure applications from Faculty members holding principal affiliation with the program.;
 - ii. The program level sub-committee shall have a minimum of three (3) tenured Faculty from the program. For promotion candidates already holding tenure, and upon request of the candidate, the program level sub-committee shall have a minimum of five (5) Faculty holding tenure at the appropriate academic rank. In the event that a subcommittee must be augmented, the procedure in section 13.05.c shall apply.;
 - iii. The program level sub-committee shall make a recommendation / vote on promotion and/or tenure to the Associate Dean.;
 - iv. The Associate Dean shall write the “unit-level” promotion and/or tenure recommendation letter.;
 - v. The School of Education Promotion and Tenure Committee shall be comprised of all tenured Faculty in the School who hold the appropriate rank, with a minimum of 3 committee members. In the event that the committee must be augmented, the procedure in section 13.05.c shall apply;
 - vi. Faculty who served on a candidate’s program-level sub-committee shall neither participate in nor vote on that candidate’s application at the School level.
 - vii. The School-level committee shall make a recommendation/vote on promotion and/or tenure.
 - viii. The Dean shall write the “College Level” recommendation letter.
- 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 school or College. The Dean is responsible for making appointment(s) for such augmentation(s); the Dean will consult with the candidate(s) to develop a list(s) of qualified potential appointees for augmentation(s) and will explain to the candidate in writing if Faculty members not on the list are selected for augmentation(s).

- d. The College promotion and tenure committee's 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 school/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 school/department. A committee member shall not be present or otherwise participate in the discussion regarding a candidate from their home school/department. The College promotion and tenure committee may direct questions to the Director (or designee). College promotion and tenure committees as a whole will hold one or more face-to-face meetings to discuss candidates for promotion and tenure.
- e. For Library Affairs, the reference to committee members being limited to people outside the candidate's School does not apply.

Section 13.06. Effective Dates.

When awarded by the Board, promotion and/or tenure shall be effective as noted:

- a. Tenure 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 for Faculty members on a nine (9)-month academic year appointment. Where the Faculty member is on a twelve (12)-month fiscal year appointment, tenure shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was awarded tenure by the Board.
- b. A promotion shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board.

Section 13.07. Grievance.

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 promotion and/or tenure 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. In lieu of filing a grievance concerning a negative promotion and/or tenure decision under this Agreement, a

Faculty member may file a non-contractual grievance concerning a negative decision with the Judicial Review Board (JRB) in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning a negative promotion and/or tenure decision under the contract and file a non-contractual grievance with the Judicial Review Board.

a. Contractual Grievance

- i. If a grievance is filed under Article 6 of this Agreement, the Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- ii. If a grievance is filed under this Agreement, an arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding promotion and/or tenure, the application of those standards and criteria to individual Faculty members, and whether or not to award promotion and/or tenure. Nor shall an arbitrator have any authority or jurisdiction to award promotion and/or tenure or order that the Board award promotion and/or tenure to any Faculty member.

b. Non-Contractual (JRB) Grievance

- i. If the Faculty member files a non-contractual grievance, the JRB shall rule on procedural matters identified in the [*SIUC Employees Handbook*](#) and/or the Faculty Association Contract, whichever is pertinent to the grievance.
- ii. Each panel member must vote to sustain or dismiss the grievance—no abstentions.
- iii. When a grievance is upheld, the JRB shall make a recommendation regarding relief. The purpose of any relief shall be to remediate the procedural violation(s) and the negative effect(s) of the violation(s) on the grievant. The JRB recommendation(s) related to remedy may include a range of options including, but not limited to, a recommendation that no remedy be awarded because the procedural violation(s) were too trivial to warrant a remedy to a recommendation that promotion and/or tenure be awarded to the grievant. The JRB shall include the reasoning for its recommendation related to the remedy in its report.
- iv. The Chancellor shall recuse themselves from participating in the decision of any grievance involving promotion and/or tenure cases in which they have had prior consultation with the Provost over the substance or proper disposition of the case unless the Faculty member and the JRB consent to their participation. In such cases where the Chancellor has not recused themselves, the Chancellor and the Provost shall provide the Judicial Review Board and the Grievant with specific information regarding the nature, content, and scope of their prior consultations in a promotion and/or tenure matter that was grieved before the JRB.

- v. The Chancellor shall make a decision on a promotion and/or 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 they treat similar decisions of the Provost and Vice Chancellor. Following the submission of the JRB panel's decision, the Chancellor and the JRB panel may meet in a timely manner in order for the JRB panel to answer questions in clarification of its report.
 - vi. If the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member in a grievance concerning a negative promotion and/or tenure decision, 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.
 - vii. If a non-contractual grievance is filed under this section, the Grievant/Faculty member shall have no right to appeal the Chancellor's decision to the Board of Trustees.
- c. The Chancellor's decision is subject to the grievance and arbitration procedure set forth in this Agreement only on: (1) the ground(s) that their decision allegedly does not set forth the reason(s) for non-acceptance in sufficient detail as stated in Section 13.07.b.vi. and/or (2) that their 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.

ARTICLE 14: SALARIES AND FRINGE BENEFITS

Section 14.01. Cost of Living Adjustment/Across the Board Increase.

All Faculty identified in section 14.05 shall receive an increase in monthly base salary, effective August 15, 2024, in an amount equal to one and one-half percent (1.5%) as allocated by the Board of Trustees for Fiscal Year 2025. Any such General Salary Increase shall be distributed "across the board" and will be calculated after any changes to base pay as outlined in section 14.07 "Promotional Raises".

Section 14.02. Cost of Living Adjustment/Across the Board Increase for Fiscal Years 2026, 2027, and 2028.

All Faculty identified in section 14.05 shall receive an increase in monthly base salary in subsequent years as follows:

- Effective July 1, 2025, the base wage increase amount of two percent (2%),
- Effective July 1, 2026, the base wage increase shall be two percent (2%)
- Effective July 1, 2027, the base wage increase shall be three percent (3%).

Section 14.03. Contractual Adjustment to Allow for Working Days

Faculty contracts will be adjusted to allow for up to four (4) working days before the beginning of the Fall semester. The schedule will be as follows:

- FY 25: Three Days - Beginning August 12, 2024
- FY 26: Four Days – Beginning August 12, 2025
- FY 27: Four Days – Beginning August 11, 2026
- FY 28: Four Days – Beginning August 10, 2027

These days are intended to be inclusive of any required orientations and meetings.

Section 14.05. Distribution of General Salary Adjustments.

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.

Section 14.06. 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 - \$1,050 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 - \$1,800 per month or 12% of the median salary of the rank in the unit from which the candidate is promoted, whichever is greater.

- c. 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.
- d. Faculty currently holding the rank of Associate Professor prior to FY 24 will receive a one-time promotional raise differential adjustment to their base wage in the amount of \$450.00 per month
- e. Faculty currently holding the rank of Professor prior to FY 24 will receive a one-time promotion raise differential adjustment to their base wage in the amount of \$600.00 per month
- f. All Faculty promoted FY 24 or later will receive the promotional raises as outlined in Section 14.06 a. and b.

Section 14.07. Minimum Salary.

Effective August 16, 2024, the minimum monthly 1.0 FTE base salary for a Faculty member shall be:

- Assistant Professor (9 month academic-basis appointment): \$7,223 (non-prorated monthly base salary);
- Assistant Professor (12 month fiscal-basis appointment): \$5,417.00;
- Salary minima shall increase by the amount approved for the “COLA” in FY 26-28 as outlined in Section 14.02.
- Schools and Colleges are encouraged to hire at market rates for the purposes of recruitment and retention, the minimum salary is not intended to prevent Schools/Colleges from hiring above this rate.

Section 14.08. Sharing Efforts to Grow Student Enrollment.

The provisions of this section shall be based on ten (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 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. Merit Increases.

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. Equity and Compression Study/Re-Opener.

Upon completion of the FY 24 compression/equity study (conducted by a third party) the results of the study shall immediately be provided to the Administration and Union.

Thereafter, the parties shall begin negotiations within thirty (30) days after delivery of the study, but not earlier than March 1, 2026. Based on the results of the study, the parties are charged with negotiating the distribution of any monies necessary to ameliorate continued compression/equity concerns remaining after the installation of salary minima and general salary increase in FY 25. The administration and the union agree to a dedicated pool of 1.2 million dollars to be dedicated to de-compression, if full de-compression as recommended by the study is achieved and this amount is not spent in total it shall revert to University income fund. Nothing about this previous statement shall prevent the Administration and the Association from meeting prior to this to address individual compression issues by mutual agreement.

Should no agreement be reached within forty-five (45) workdays of the commencement of negotiations on this matter, the parties may jointly agree to revert to the current language in Article 14 for the duration of the Agreement and mutually agree to incorporate the results in subsequent contract bargaining. If the parties are unable to agree to reversion, and there is no agreement in place regarding this re-opener, either party may declare impasse and the entire Agreement shall be declared expired effective ten (10) days after a declaration of impasse. For the purposes of this re-opener the parties agree that the declaration of impasse and the expiration of the entire Agreement may be exercised regardless of the provisions in Article 22 (Term of Agreement) and Article 7 (Strike/Lockout).

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 untenured, 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 pursuant to Article 13. 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 Counter Offers.

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.

At the request of the Association President, the Board will provide a report that sets forth the number of all Faculty members who have requested counter offers.

Section 14.15. Summer Contracts.

- a. External/Grant-Funded 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.
- b. Summer Instructional Contracts. The Board shall, in its sole discretion, determine which courses it may offer during the summer or intersession periods. The University reserves the right to cancel courses for any reason, including but not limited to failure to enroll sufficient students. Once the Board determines that it may offer a course during summer or intersession, the Board shall determine whether the course will be offered to a Faculty member on an enrollment-contingent basis. If enrollment-contingent courses are offered, the parties agree that a percentage of total tuition revenue will be retained by Central Administration (e.g., to cover overhead costs); instructor salary costs shall be allocated from the portion of the tuition revenue distributed to the College. Nothing shall prevent the Board from discussing the course and gauging interest of Faculty members or others prior to making a contingent offer to teach the course.

In determining the assignment of summer instructional contracts, the factors the Board shall consider include, but are not limited to:

- i. Student needs (e.g., enrollments and graduation requirements, including internships);
- ii. Unit needs; and
- iii. Faculty member's expertise.

Once the Board has determined that a Faculty member will be provided an offer to teach a summer or intersession course(s), the Board shall provide a written offer for the course(s). Faculty members shall receive a written offer for their summer course and compensation shall be offered at either \$5000 or a ½ months' salary whichever is greater and shall have five (5) business days to accept or reject an offer. Faculty members are allowed to negotiate with their directors for up to a full month's salary, if sustained by enrollment. While the Administration reserves its managerial rights over scheduling and class cancellations Faculty and students will be given no fewer than one week (7 days) notice if a class is to be cancelled. Schools using the portfolio model are encouraged to consider overall enrollment concerns along with compensation while scheduling classes.

The Board and the Faculty member may mutually agree to a higher compensation amount than established by this subsection. If the Faculty member rejects an offer for any reason to teach a summer/intersession course(s), including but not limited to insufficient compensation, the Board may elect to offer the course to someone else.

- c. Miscellaneous. 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.

Section 14.16. Information to the Association.

Upon request of the Faculty Association, 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.

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, their salary shall not be less than the salary they were receiving if they were previously in a bargaining unit position. Upon request of the Faculty Association, 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 Directors.

The terms and conditions of employment for Interim Directors and Chairs shall include

the following:

- a. No Faculty member shall be involuntarily appointed as an Interim Director.
- b. The anticipated length of appointment shall be specified at time of appointment for a period of up to one (1) fiscal year, with the understanding that the appointment may be extended in increments of up to one (1) fiscal year at a time.
- c. For each full month of service as an Interim Director, a Faculty member shall receive, in addition to their monthly salary, a stipend equal to 10% of their monthly base salary.
- d. The Board reserves the right to terminate the appointment of a Faculty member as an Interim Director prior to the end of the specified appointment.
- e. No appointment shall negate departmental operating paper provisions on the appointment of a permanent 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 Director/Chair 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 Faculty members 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.

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. Effective January 1, 2024, Faculty covered by this agreement may use up to one (1) week (5 days) of their allotted forty-three (43) sick days for any reason as provided in the Paid Leave for Workers Act (PLWA). 820 ILCS 192/.
- c. Sick leave for Faculty shall be used in the following order:
 - Paid Leave for Workers Act (up to 5 days as indicated by employee).
 - Non-accruable sick leave days granted at the start of the fiscal year;
 - Sick leave days accrued before January 1, 1984;
 - Sick leave days accrued on or after January 1, 1998;
 - Sick leave days accrued between January 1, 1984 and December 31, 1997.
- d. 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.
- e. Before sick leave benefits are made available, the Faculty member's Director or Dean, or the Director of Human Resources may require either documentation of an illness from a physician or other administratively acceptable proof.
- f. 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.

- g. Abuse of sick leave shall constitute cause for serious discipline, up to and including dismissal.
- h. Sick leave must be exhausted before a Faculty member can become eligible for SURS disability benefits.
- i. 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 (2) 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:
- c. 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
- d. Eligible Faculty may accrue up to two (2) years vacation credit, but no additional accumulation will be credited to their account whenever a two (2)-year maximum is accrued.
- e. Eligible Faculty may use all or part of their 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.

- f. Vacation is not earned during a period of sabbatical leave or professional development leave or any other leave without pay.
- g. 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.
- h. 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 (6) years of service from the initial date of full-time employment or six (6) 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
 - i. at full pay for four and one half (4½) months for Faculty on academic-year appointment and for six (6) months for Faculty on fiscal-year appointment; or,
 - ii. 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 twelve (12) month period, generally but not necessarily commencing on July 1 and concluding on June 30 of the following year.
- c. Partial Sabbatical Option. At the end of three (3) years of service from the initial date of full-time appointment or three (3) 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 four and one half (4½) months for Faculty on academic-year appointment and six (6) months for Faculty on fiscal-year appointment at half pay.

- d. **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 application shall be evaluated based on standards developed by the Board, in consultation with the Faculty Association.² The Faculty member shall complete and submit such application forms as may be required by the Board.
- e. **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.
- f. **Obligation to Return:** By signing the application form, the Faculty member has acknowledged their obligation to return to the University for a period of service of one (1) 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.
- g. **Reporting on the Leave:** A written report by the Faculty member summarizing what was accomplished during the leave shall be submitted to the Director or Chair prior to the eighth week of the semester following the termination of the leave unless the Faculty member and the Director or Chair 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 their 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 two (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 15.03 of this Article.

Section 15.08. Bereavement Leave.

Up to three (3) days of bereavement 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 one (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.

Section 15.10. Modified Leave-Related Workload Assignments.

See Section 8.09 for provisions pertaining to modified leave-related workload assignments.

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 their 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; color; sex/gender, including sexual harassment; sexual orientation; gender identity; pregnancy; ethnicity; national origin; age; religion; veteran status; political affiliation; nationality; disability; 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 to the Chancellor pursuant to the provisions of Article 6 but shall not be subject to arbitration. If a grievance is filed alleging a violation of this Section, it shall be in lieu of any other University procedure that may be available to the Faculty member.

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 (7) members will be established for the purpose of considering the Academic Year Calendar. The Association shall designate two (2) 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 (4) 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 (4)-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 (1) representative of the University will consult with at least one (1) 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 Section 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 their school Director/department chair, 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 their 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 ensure that any missed work assignment is properly covered. Such arrangements must be approved by the Faculty member's Director/chair prior to the Faculty member leaving campus, and approval shall be in writing if so requested by the Faculty member's Director/chair. 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 they desire one. The Board, absent exigent circumstances, shall provide a private office within thirty-one (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.

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 Broad Rights.

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 Board Rights and Academic Matters.

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 school, department, or College operating papers.

**ARTICLE 18: UNPAID
FURLOUGH OR UNPAID
CLOSURE DAYS**

Section 18.01. Preamble.

Both parties encourage a collaborative approach to managing temporary financial crises that recognizes the impact of such adjustments on the University community, including students, Faculty and staff, and the quality of education.

Section 18.02. Determination of Unpaid Furlough or Unpaid Administrative Closure Days.

In the event of a temporary financial crisis³, the Board of Trustees may determine that unpaid furlough days or unpaid administrative 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 administrative closure days in a fiscal year (from July 1 through June 30). 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 (1) semester. Faculty on an academic-year appointment shall not be required to take furlough days or unpaid administrative closure days during the summer 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 administrative closure days shall not be required to take any unpaid furlough days or unpaid administrative closure days.

Section 18.04. Notification.

The Board shall promptly notify the Association in writing of its determination that unpaid furlough or unpaid administrative closure days are needed. Such notice shall be at least forty-five (45) days before the first such proposed unpaid furlough or unpaid administrative closure day. Any such notice must include the rationale for the determination that the temporary financial crisis exists, including but not limited to the following information:

- a. A description of the fiscal situation which makes the action advisable.
- b. A description of the specific economic measures, such as the reduction of support staff, freezing of vacancies, non-renewal of term positions, and the like, which have already been considered in an effort to deal with the situation.

⁴ Defined as loss of state funding or other revenue that leads to a significant decrease in operating funds that threatens the University's ability to meet financial obligations.

A description of the proposed action, to include the number of unpaid furlough or unpaid administrative closure days to be taken.

Section 18.05. Impact Bargaining.

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 provided pursuant to Section 18.04.

Section 18.06. 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 18.07. Effect of Unpaid Furlough Days/Unpaid Administrative Closure Days on Benefits.

Unpaid furlough days or unpaid administrative 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 administrative closure days in accordance with SURS rules and regulations. Vacation and sick leave accruals will not be affected by the unpaid furlough days or unpaid administrative closure days.

Section 18.08. Implementation.

The unpaid furlough days/unpaid administrative closure days shall be those days mutually agreed upon by the Faculty member and their Director/Chair. Unpaid furlough days/unpaid administrative closure days 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. The Director/Chair and Faculty member shall schedule furlough/administrative closure days in a manner that does not disrupt the Faculty member's teaching schedule.

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:

- a. A description of the fiscal situation which makes the action advisable.

- b. 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.
- c. A description of the proposed action.
- d. 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.
- e. 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.
- f. A specification of the exemptions from the proposed action, if any, which will be required to safeguard the campuses and the conduct of uninterrupted 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.
- g. 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) daytime 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) daytime 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 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 (1) academic year beyond the academic year in which they are 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 their 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 they were

given notice of layoff; 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.

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

Section 19.06. Recall.

- a. The University shall maintain a list of Faculty members who are laid off for a period of three (3) years after the layoff. If a Faculty member's position at the time they were given notice of layoff is reinstated during such period, the Faculty member 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 (3) year period specified in this Section, a laid-off Faculty member has the right to apply for employment at the University for which they 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 19.07. 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: 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: 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: TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2024, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2028. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to June 30, 2028, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no 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, 2024, 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 13th day of August, 2024.



Jeff Punske, President SIU FA
SIUC Faculty Association, IEA-NEA



Daniel Mahony, President
Board of Trustees

Austin A. Lane

Austin A. Lane (Aug 13, 2024 17:06 CDT)

Austin Lane, Chancellor, SIU Carbondale
Southern Illinois University

Appendix A: Operating Papers in Force or Development*

Unit Level:

School of Accountancy
School of Africana and Multicultural Studies*
School of Agricultural Sciences*
School of Analytics, Finance, and Economics
School of Anthropology, Political Science, and Sociology*
School of Applied Engineering and Technology
School of Architecture
School of Art and Design
School of Automotive
School of Aviation
School of Biological Sciences*
School of Chemical and Biomolecular Sciences*
School of Civil, Environmental, and Infrastructure Engineering*
School of Communication Studies
School of Computing*
School of Earth Systems and Sustainability
School of Education*
School of Electrical, Computer, and Biomedical Engineering
School of Forestry and Horticulture*
School of Health Sciences*
School of History and Philosophy*
School of Human Sciences
School of Journalism and Advertising
School of Justice and Public Safety
School of Languages and Linguistics*
School of Literature, Writing, and Digital Humanities
School of Management and Marketing
School of Mathematical and Statistical Sciences
School of Mechanical, Aerospace, and Materials Engineering
School of Media Arts
School of Music
School of Physics and Applied Physics*
School of Psychological and Behavioral Sciences
School of Theater and Dance

College Level:

College of Agricultural, Life and Physical Sciences*
College of Business and Analytics*
College of Engineering, Computing, Technology, and Mathematics*
College of Health and Human Sciences
College of Liberal Arts*
College of Media Arts
Library Affairs

Appendix B: Examples of Program Director Duties

- Student recruitment
- hosting student visits
- graduate student portfolio/C.V./audition review
- student advising and correspondence,
- GA/TA/RA placements,
- curriculum development,
- program committees
- coordinate thesis proposals
- reviews and thesis
- on and off campus events,
- marketing/advertising,
- meeting director initiatives/deadlines,
- collecting/managing documentation internal program reviews,
- accreditation work,
- maintenance of the program degree handbook,
- overseeing of national and international graduate degree forms,
- resolving student concerns,
- management of labs/studios or other facilities.










Entire Agreement SIUCFACBA_Signatures

Final Audit Report

2024-08-14

Created:	2024-08-13 (Central Daylight Time)
By:	Jodi Boese (jboese@siu.edu)
Status:	Signed
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"Entire Agreement SIUCFACBA_Signatures" History

-  Document created by Jodi Boese (jboese@siu.edu)
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-  Document emailed to austin.lane@siu.edu for signature
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-  Email viewed by austin.lane@siu.edu
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-  Signer austin.lane@siu.edu entered name at signing as Austin A. Lane
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