

**AGREEMENT**

**Between**

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

**and**

**the SIUC NON-TENURE TRACK FACULTY ASSOCIATION, IEA/NEA**

**for Fiscal Years 2010 - 2014, Covering the Period**

**July 1, 2009 - June 30, 2014**

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## **ARTICLE 1**

### **PREAMBLE**

It is the intent of the Board and the Association to promote the quality and effectiveness of all aspects of education at Southern Illinois University Carbondale and to promote high standards of academic excellence in all phases of instruction. The Board and Association also recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

## **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 full-time and part-time non-tenure track faculty holding an appointment greater than 0.0 employed through the Carbondale campus.

Excluded: All tenured and tenure-track faculty; all full-time and part-time non-tenure track faculty employed by SIUC who are retired from tenured positions; all non-tenure track faculty employed in the Medical School; and all supervisory, managerial, confidential and short-term employees as defined by the IELRB.

Section 2.02. Appointments and Faculty Titles. The appointments and job titles used by the Board are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or job titles will continue to be utilized by the Board. Any disagreement regarding inclusion or exclusion of a newly created classification or job title in or from the bargaining unit 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**

### **DEFINITIONS**

Section 3.01. Definitions. This Agreement shall incorporate the definitions enumerated below:

Association - The term "Association" shall mean the SIUC Non-Tenure Track 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, its members and authorized administrative or management representatives.

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

Non-Tenure Track Faculty - The term "NTT Faculty or Faculty" shall mean those employees specifically included in the bargaining unit set forth in Article 2 of this Agreement.

Academic Year - The term "Academic Year" shall mean the twelve (12) month period beginning on the first day of fall semester and ending on the day prior to the beginning of the immediately succeeding fall semester.

Academic Term - The term "Academic Term" shall mean a semester, including summer semester, and any intersession period during which classes are offered.

Day - The term "day" shall mean calendar day unless otherwise specified.

Section 3.02. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

## 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 NTT 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 College Deans. In addition, the Association shall have the right to nominate a Faculty member for possible appointment to the SURS Advisory Committee. Finally, the Association President or designee shall continue to be invited to attend the University President's periodic meetings with constituency heads as long as such meetings are held.

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

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

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

The Association President or designee shall have the right to request to address the Board of Trustees at its meetings in accordance with the rules and regulations governing same. If the Association President wishes to address the Board on matters included on the published agenda, he must make that request in writing to the University President at least forty-eight (48) hours in advance of the regularly scheduled meeting. The University President will inform the Association President prior to the regularly scheduled meeting whether or not the Board of Trustees will entertain statements from the Association on items included in the published agenda about which the Association expressed an interest in addressing the Board.



Section 4.05. Dues Deduction. During the term of this Agreement, the Board agrees to make payroll deductions for Association membership dues pursuant to an NTT Faculty member's signed written authorization form. 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. Thereafter the Board shall deduct such amounts for that NTT Faculty member as the Association certifies. The NTT Faculty member's dues deductions can only be revoked by written notice to the Association Treasurer and the Director of Human Resources (or designee).

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

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

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

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

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

#### Section 4.08. Miscellaneous.

- a. If the Association reimburses the Board an appropriate percentage of the Association President's base salary, then, upon written request submitted on or before April 15 (or another mutually agreed date) of the preceding academic year, the Association President may be released from one course per semester for the following academic year. In all other respects (e.g., economic fringe benefits, SURS, etc.), the Association President shall be considered as a full-time Faculty member.
- b. A Faculty member shall have the right to submit for service credit participation in significant Association activities for evaluation by his/her Chair (or equivalent administrator).
- c. An NTT Faculty member who is an officer or elected delegate to the IEA House of Delegates, the IEA Representative Assembly, or the NEA Representative Assembly, as duly certified by the Association President in advance, may submit a request to his/her Dean and Department Chair/Program Director to adjust his/her work schedule in order to attend meetings of those bodies. If the NTT Faculty member provides appropriate evidence in advance that s/he has accommodated his/her teaching schedule and students' needs, the Board shall not arbitrarily and capriciously deny such a request. An NTT Faculty member attending any such meeting or otherwise acting in his/her capacity as an officer or representative of the Association shall not be a representative of the Board and shall not hold himself/herself out to others as representing the Board.
- d. Officers of the local NTTFA may submit a request to have their work schedules adjusted by their Department Chair/Program Director to attend meetings which require Association participation or representation (collective bargaining sessions, attendance at district delegate meetings, and the attendance at the monthly executive committee meetings). If the NTT Faculty member provides appropriate evidence in advance that s/he has accommodated his/her teaching schedule and students' needs, the Board shall not arbitrarily and capriciously deny such a request.

#### Section 4.09. Fair Share Payments.

- a. This article shall become effective upon evidence to the Employer of fifty per cent (50%) or more of the members of this bargaining unit becoming members of the Association.
- b. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Any such fair share fee shall be in accordance with Section 11 of the Illinois Educational Labor Relations Act (115 ILCS 5/11).

- c. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member. The Association will supply a list of unpaid Fair Share payers and the amount of such fair share fee to the Employer.
- d. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
- e. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- f. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
- g. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.
- h. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE 5**

### **BOARD RIGHTS**

Section 5.01. As long as such actions and decisions are consistent with the other express Articles of this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the University to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the University and its properties and of all its personnel; determine its organization; hire, assign, direct, and evaluate Faculty; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; to establish its educational policies, goals and objectives; to establish, consolidate, merge or eliminate programs or areas of academic instruction; insure the rights and educational opportunities of students; determine staffing patterns; determine class size; determine the number and kinds of personnel required; maintain the efficiency of University operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

It is recognized that in many instances the exercise and implementation of the foregoing rights may be governed by express provisions found elsewhere in this Agreement, 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 5.02. Subject to the rights and authority of the Board, the initial development and review of educational and academic matters (e.g., program curricula, program admission requirements, and program graduation requirements) is undertaken by faculty within the framework of the approved department, school, or college operating papers.

## ARTICLE 6

### COMMUNICATIONS COMMITTEE

Section 6.01. Frequency of Meetings. Upon the request of the NTT Faculty Association or the Board, the President of the NTT Faculty Association (or the President's designee) and the University Chancellor (or the Chancellor's designee) shall meet at least once each academic semester to discuss matters of mutual concern. Such a Communications Committee may meet more often by mutual agreement.

Section 6.02. Meeting Participants. The Association President (or the President's designee) may invite other bargaining unit faculty (not to exceed four) to attend such meetings. The University Chancellor (or the Chancellor's designee) may invite other Board representatives (not to exceed four) to attend such meetings. The number of attendees may be increased by mutual agreement.

Section 6.03. Agenda and Minutes. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting; this requirement may be waived by mutual consent of the President of the Association and the University Chancellor. A record of each meeting shall be prepared and distributed to each participant within ten (10) weekdays of said meeting.

Section 6.04. Purpose. Communications Committee meetings are for the purpose of sharing information and discussion of issues of mutual interest to the NTT Faculty Association and the University. Communications Committee meetings shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

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

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 7.01. Definition. A "grievance" is a dispute or difference of opinion raised during the term of this Agreement by a NTT Faculty member(s), or the Association on behalf of a NTT Faculty member(s) who has authorized the filing of such grievance in writing, involving an alleged violation of one or more provision(s) set forth in this Agreement as to that NTT Faculty member(s). The failure of the Association to file a grievance in an instance where an employee does not authorize the filing of same shall not be a precedent binding on the Association in future instances involving similar facts and circumstances. In addition, a "grievance" is a dispute or difference of opinion raised during the term of this Agreement by the Association against the Board, involving an alleged violation of one or more provisions set forth in this Agreement concerning specific Association rights under this Agreement (e.g., dues deduction, Association use of University equipment, facilities or supplies, Association access and receipt of information, etc.). The Association may also file a grievance against the Board on behalf of a class of similarly situated NTT Faculty members who have authorized the filing of same in writing and who have a grievance involving facts in common and alleging a violation of the same provision or provisions of this Agreement.

Section 7.02. Time Limits. Time limits throughout this Article referring to "days" will mean calendar days. During the term of this Agreement, once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15 and between May 15 and August 15 unless the parties mutually agree in writing otherwise.

Section 7.03. Informal Process. The parties acknowledge that it is usually most desirable for a NTT Faculty member(s) and the Board to resolve problems through free and informal communications, starting with the appropriate administrator at the lowest administrative level. At any such informal meeting, the NTT Faculty member(s) may be accompanied by another non-administrative member of the SIUC NTT Faculty and the administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may attend any such informal meeting.

Section 7.04. Formal Grievance Procedure. In the event the grievance is not resolved through the informal process, the parties agree to the following governing principles for the filing and processing of formal grievances:

- a. A grievance will be filed at the administrative level at which the action occurred that gives rise to the grievance, excepting only a grievance involving an action that occurred above the Chancellor's level, in which event the grievance shall be filed at the Chancellor's level (i.e., Level 3).
- b. Any Grievant(s) who has (have) a grievance shall submit the grievance in writing to the appropriate administrative level, specifically indicating that the matter is a grievance under this Agreement. The written grievance shall contain a statement of

the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested.

- c. 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. If, however, the first date of the occurrence is after May 1 but before August 16, then written notification of intent to file a grievance must be filed at the appropriate level within the foregoing forty-two (42) day period, and the formal grievance must be presented no later than September 1 or forty-two (42) days from the date of the first occurrence, whichever is longer. The parties may, by mutual written agreement, extend the time limit for filing a grievance, provided that the Board shall not arbitrarily and unreasonably refuse to agree to an extension.
- d. A meeting shall be held at the administrative level at which a grievance is filed between the administrator at that level, the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or administrator may invite an additional person or persons to participate in the meeting, provided the name(s) is/are given to the other party at least 24 hours in advance of the meeting. At subsequent Levels of the grievance procedure a meeting may be held by the appropriate administrator if he/she believes it is necessary.
- e. If a grievance is appealed to Level 2 and/or Level 3, the Grievant(s) and/or the Association representative may submit additional information or arguments in support of the grievance as filed.
- f. At Level 3, either the Provost or Chancellor may respond to the grievance appealed to Level 3; provided, however, if the grievance involves an action that occurred at the Provost's level, the Provost (or designee) shall have the right to respond to the grievance and if it is not resolved at the Provost's level, it may be appealed to the Chancellor.
- g. Depending upon the administrative level at which the grievance is filed, the grievance shall be processed as follows.

LEVEL 1: Department/School or Program Chair/Director

The Department Chair/School or Program Director shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within ten (10) days of the grievance filing. If no settlement of the grievance is reached, the Department Chair/School or Program Director shall provide a written answer to the Grievant(s) and the Association within ten (10) days following such meeting.

LEVEL 2: Dean

a. Initiation of Grievance at Level 2

If the grievance is initially filed at Level 2, the Dean (or in the case of the Head Start/Early Start Program, the Associate Chancellor) (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fifteen (15) days of the filing of the grievance. If no settlement of the grievance is reached, the Dean/Associate Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within ten (10) days following such meeting.

b. Appeal of Grievance to Level 2

If the grievance was filed at Level 1 and was not resolved at Level 1 and the grievant(s) wishes to appeal the grievance to Level 2, it shall be submitted by the grievant(s) in writing to the Dean/Associate Chancellor (or designee) within ten (10) days after receipt of the Department Chair/School or Program Director's answer in Level 1 and a copy of said appeal shall be provided to the Department Chair/School or Program Director. The appeal shall state the basis upon which the grievant(s) believes the grievance was improperly denied at the previous Level in the grievance procedure. The grievant(s) shall also attach a copy of the original complaint and all documents supporting the grievance. Within fifteen (15) days of the appeal, the Dean/Associate Chancellor (or designee) may conduct a meeting to discuss the grievance with the grievant(s) and an Association representative. The Dean/Associate Chancellor (or designee) shall provide a written answer to the grievant(s) and the Association within fifteen (15) days following the date on which a meeting was held to discuss the grievance if the Dean/Associate Chancellor (or designee) schedules such a meeting or, if no meeting is scheduled, within fifteen (15) days following the date the grievance was appealed to Level 2.

LEVEL 3: Provost/Chancellor

a. Initiation of Grievance at Level 3 (Provost)

If the grievance is initially filed at Level 3 because the action that gives rise to the grievance occurred at the Provost's level, then the grievance shall be filed with the Provost (or designee). In such event, the Provost (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fifteen (15) days of the grievance filing. If no settlement of the grievance is reached, the Provost (or designee) shall provide a written answer to the Grievant(s) and the Association within ten (10) days following such meeting. If such a grievance is not resolved, it may be appealed to the Chancellor as provided in subsection c) below, with the understanding that it shall be the Chancellor (or designee) who will be responding to the appeal.



b. Initiation of Grievance at Level 3 (Chancellor)

If the grievance is initially filed at Level 3 because the action that gives rise to the grievance occurred at or above the Chancellor's level, then the grievance shall be filed with the Chancellor (or designee). In such event, the Chancellor (or designee) shall meet with the Grievant(s) and an Association representative, to discuss the grievance within fifteen (15) days of the grievance filing. If no settlement of the grievance is reached, the Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within fifteen (15) days following such meeting.

c. Appeals

If the grievance was initially filed at Level 1 or Level 2 and was not resolved at the prior level(s) and the grievant(s) wishes to appeal the grievance to Level 3, it shall be submitted by the grievant(s) in writing to the Provost/Chancellor (or designee) within fifteen (15) days after receipt of the answer of the administrator at the prior Level (including the answer of the Provost as provided in subsection a) above) and a copy shall be provided to the administrators at the prior levels. (If the grievant(s) wishes to appeal a grievance initiated at Level 3a, it shall be submitted by the grievant(s) in writing to the Chancellor (or designee) within ten (10) days after receipt of the Provost's answer at Level 3a). The appeal shall state the basis upon which the grievant(s) believes the grievance was improperly denied at the previous level in the grievance procedure. The grievant(s) shall attach a copy of the original complaint and all documents supporting the grievance. Within fifteen (15) days of the appeal, the Provost/Chancellor (or designee) may conduct a meeting to discuss the grievance with the grievant(s) and an Association representative. The Provost/Chancellor (or designee) shall provide a written answer to the grievant(s) and the Association within fifteen (15) days following the date on which a meeting was held to discuss the grievance if the Provost/Chancellor (or designee) schedules such a meeting or, if no meeting is scheduled, within fifteen (15) days following the date the grievance was appealed to Level 3.

Section 7.05. Arbitration. If the grievance is not settled in Level 3 and the Association wishes to appeal the grievance from Level 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, by notifying the Chancellor in writing within fifteen (15) days of receipt of the written answer of the Provost/Chancellor (or designee) as provided to the Association at Level 3:

- a. Association and Board representatives shall attempt to agree upon an arbitrator within ten (10) days after the Board's receipt of the Association's notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) proposed arbitrators who possess experience with higher

education who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Otherwise, the arbitrator shall be chosen pursuant to the rules of the American Arbitration Association then in effect.

- b. The arbitrator selected shall set the time and place for the hearing, subject to the availability of Association and Board representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. Unless otherwise mutually agreed, the hearing shall be held on the site where the employee worked when the events giving rise to the grievance occurred.
- c. The Board and the Association retain the right to be represented by representatives of their own choosing. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), that dispute shall be resolved by the arbitrator.
- d. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.

Section 7.06. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law. For grievances filed after the date this Agreement is ratified by both parties, an arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the NTT Faculty member who is the grievant, the Association, or the Board) if any such party has engaged in frivolous litigation tactics for the purpose of delaying or needlessly increasing the cost of processing a grievance. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Board, the Association, and the NTT Faculty member(s) covered by this Agreement.

Section 7.07. Time Limit for Filing. If a grievance is not filed within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next Level of the grievance procedure within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. If

the Board does not answer a grievance within the specified time limits or any agreed extension thereof, the grievance may be considered to be denied at that Level and immediately appealed to the next Level. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.08. Mediation. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties by mutual agreement may submit the grievance to mediation. In such event, the Board and the Association shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service or a private mediator mutually agreed upon between the Board and the Association, to assist in resolving the grievance. In the event the Board and the Association mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the Board and the Association. At the specific request of the mediator, other NTT Faculty and/or administrators may be invited to assist in the resolution of the grievance.

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

Section 7.09. Information. Either party may request information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and why it is relevant to the grievance in question. The party making the request shall compensate the other party the reasonable cost of reproducing any documents provided in response to such a request. The party to whom the request is made shall respond in writing within ten (10) days as to whether or not the request will be honored in whole or in part and, if honored in whole or in part, a good faith estimate of the time needed to fulfill the request. Nothing herein is intended to require either party to collate or compile information for the other party, as opposed to providing relevant information or documents that already exist or reasonable access to such information or documents. If there is any dispute over providing information pursuant to this Section, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the grievance.

Section 7.10. Filing of Materials. All records related to a grievance shall be filed separately from a NTT Faculty member's official personnel file, excepting only a grievance document, resolution, or arbitration award that changes a personnel record in the NTT Faculty member's official personnel file or might form the basis for a future personnel action involving the NTT Faculty member.

Section 7.11. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure.

The parties acknowledge that during the term of this Agreement, any NTT Faculty member may present a grievance to the Board and have it adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and the Association is provided notice and the opportunity to attend meetings between the NTT Faculty member and the Board at which the grievance or its possible adjustment are discussed.

Nothing in this Agreement is intended to preclude NTT Faculty members from processing disputes that are not "grievances" as defined in Section 7.01 of this Article in accordance with the then current applicable University policy or policies.

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

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

## ARTICLE 8

### ACADEMIC FREEDOM

Academic Freedom and Responsibility. Consistent with the exercise of academic responsibility, NTT Faculty shall have freedom to present and discuss their own academic subjects frankly and forthrightly and without fear of censorship. NTT Faculty shall also have the freedom to create syllabi, select course materials, and determine grades in accordance with Board policies unless otherwise standardized by the Department/School. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every NTT Faculty. NTT Faculty shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations and Board policies.

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

"It is the teachers' mastery of their subject and their own scholarship which entitle them to the classroom and to freedom in the presentation of their subject. Thus, it is improper for instructors persistently to intrude materials which have no relation to the subject matter of the course as announced to their students and as approved by the faculty in their collective responsibility for the curriculum." <sup>(1)</sup>

<sup>(1)</sup> Paraphrased excerpt from "1940 Statement of Principles on Academic Freedom." a statement approved unanimously by the Council of the AAUP, Washington, D.C.

## ARTICLE 9

### FACULTY CONTRACTS AND APPOINTMENTS

Section 9.01. Appointment Term. Appointments may be for all or any portion of the 9 month academic year which normally begins on August 16 and ends on May 15. If approved by the Board, fiscal year appointments may also be made beginning on July 1 and ending on June 30. Appointments for all or any portion of the summer (May 16-August 15) shall be separate and apart from academic appointments for any part of the normal academic year (August 16-May 15). Notices of appointment will be first signed by the Provost or his/her designee and will be valid upon signature of the Provost or designee and the faculty member.

#### Section 9.02. Initial and Non-continuing (Term) Appointments to NTT Faculty.

- a. Initial and non-continuing (term) appointments may be made at the Board's discretion. Non-continuing (term) reappointment to a position creates no right or presumption of a right to a subsequent appointment or other employment. If the Board intends to offer an appointment to an NTT faculty who has routinely received 9-month academic year appointments, then such offer of appointment will be of 9 months duration. All non-continuing (term) appointments expire at the end of the term stated in the notice of appointment. No notice of non-reappointment is required for an NTT Faculty member not on a continuing appointment. Nothing herein shall preclude the Board from offering a non-continuing (term) appointment term greater than one year. Further, nothing in this provision affects the bargaining unit status of an NTT Faculty member with a non-continuing (term) appointment.
- b. Re-Employment Opportunity for Non-Continuing NTT Faculty. By February 15 of each academic year, an NTT Faculty member holding a non-continuing (term) faculty appointment shall notify in writing the Chair/Director of the Unit in which s/he holds his/her appointment if s/he does not wish to be considered for an appointment in the subsequent academic year for any available faculty appointment for which s/he is qualified. The Board agrees to make a good faith effort to provide non-continuing employees with information regarding the likelihood of receiving another appointment. As soon as is practicable but no later than May 1 for NTT faculty whose appointment ends on or about May 15 and by December 1 for NTT faculty whose appointment ends on or about December 31, the Board will notify non-continuing faculty in writing whether: (i) the faculty member will receive another appointment; (ii) the faculty member will not receive another appointment; or (iii) an appointment cannot yet be offered but the NTT faculty member may receive an another appointment. Notification that a faculty member will not receive another appointment shall not preclude a subsequent offer of appointment if available. The Board shall not decline to re-employ a NTT faculty member who held a full time appointment for the sole purpose of replacing that NTT faculty member with a lower-salaried non-bargaining unit employee.

If an NTT Faculty member's home address and/or telephone number changes, it shall be the NTT Faculty member's responsibility to notify the Department Chair/Unit Director in writing of that change.

- c. For SRECP NTT working pursuant to a grant in which required services are provided over a ten month period, appointments will be for a 10 month period. If an SRECP NTT is required to perform duties after the end of his/her standard appointment, he/she shall receive an additional appointment for the period in which he/she is required to perform additional services at an appropriate FTE rate and for an appropriate period to cover the performance of the services.

Section 9.03. Continuing Appointment of NTT Faculty.

- a. Continuing appointment criteria and procedures. NTT Faculty who are hired with a full-time appointment shall be eligible for a "full time" continuing appointment under the terms and conditions listed below. NTT Faculty who are hired into part time appointments shall be eligible for part time continuing appointment under the terms and conditions listed below. Time toward classification of continuing appointment can be transferred to another classification for purposes of achieving continuing status if the Dean and the NTT Faculty member agree in writing that the service time may transfer from one type of continuing track to another and such requests shall not be unreasonably denied. NTT Faculty on continuing appointment shall carry the title of "Senior Lecturer" or any other rank allowed under Board policy and the use of such other title/rank shall not be unreasonably denied.

1) Full Time continuing appointment:

- i) Upon completion of nine (9) consecutive full-time Fall/Spring semester appointments, an NTT Faculty member shall either be issued written notice that s/he will not receive another appointment or be recommended by his/her Department Chair/Unit Director for conversion to a continuing appointment contract if the NTT Faculty member has consistently exceeded standards, as indicated by annual performance reviews on file in the department/work unit and a continuing need exists for the position.
- ii) By the end of the eighth (8th) semester, the NTTFA will notify the Provost's office of those NTT faculty going into their ninth (9th) consecutive semester of full-time appointment at SIUC. Review of the NTT faculty member for a possible continuing appointment shall commence in the NTT Faculty member's ninth (9th) consecutive semester of full-time Faculty appointment, and the NTT Faculty member shall be notified of the decision no later than the last day of the ninth (9th) semester.

The recommendation for a continuing appointment is subject to approval by the Dean or appropriate equivalent and shall not be unreasonably

denied. For purposes of this section only, if the NTT faculty member receives an appointment of less than 1.0 but more than 0.74 FTE, that is imposed by the unit head for any one semester or two trimesters (regardless of which semester or trimesters the reduction occurs) prior to the completion of the service necessary to receive a full time continuing appointment pursuant to this Section, the NTT faculty member shall still be eligible to receive a continuing appointment in accordance with this Section.

2) Part Time Continuing appointment:

- i) An NTT Faculty member on a appointment of less than 1.0 FTE shall be eligible for a continuing appointment upon completion of the equivalent of ten (10) consecutive full-time Fall/Spring semester appointments. If a part-time NTT faculty member has been appointed on a non-continuous but regular basis (e.g., every other semester, every 3<sup>rd</sup> semester), those semester appointments will count toward part-time continuing status unless the regular appointment is less frequent than once every four semesters. The NTT member shall receive continuing appointment status at the rate of the most commonly occurring FTE during the last five (5) semesters that he/she held prior to reaching continuing status. If the most commonly occurring FTE for the last five (5) semesters is a 1.0 FTE, then the NTT faculty member will be considered to be full time continuing. Nothing herein shall prevent the Board from offering an additional appointment to a part-time continuing NTT Faculty member above his/her continuing appointment.
- ii) The semester before an NTT Faculty member is expected to achieve continuing status, the NTT Faculty member shall either be issued written notice that s/he will not receive another appointment or be recommended by his/her Department Chair/Unit Director for conversion to a continuing appointment contract if the NTT Faculty member has consistently exceeded standards, as indicated by annual performance reviews on file in the department/work unit and a continuing need exists for the position.
- iii) At least two semesters before an NTT Faculty member is expected to achieve continuing status, the NTTFA will notify the Provost's office of those NTT faculty who are expected to be eligible for continuing status and who the University should initiate a continuing appointment review. Review of the NTT faculty member for a possible continuing appointment shall commence in the NTT Faculty member's last semester prior to the semester during which he/she is eligible for continuing status. The NTT Faculty member shall be notified of the decision no later than the last day of the final semester before he/she is eligible for continuing status.



- iv) The recommendation for part time continuing appointment is subject to approval by the Dean or appropriate equivalent and shall not be unreasonably denied.
  
- b. For those individuals eligible for a full-time continuing appointment, conversion to a continuing appointment will be effective at the beginning of the academic year following the end of the fifth (5th) year or at the beginning of the next fall or spring semester following the tenth (10th) semester. For those individuals eligible for a part time continuing appointment, conversion to a continuing appointment will be effective when the NTT Faculty member completes the equivalent of ten (10) semesters of full-time Fall/Spring semester appointments as defined in Section 9.03(a)(2)(i) (e.g. An individual who is employed on a .5 appointment must be employed for 20 consecutive Fall/Spring semesters to achieve continuing status). Nothing contained in this Agreement shall preclude an NTT Faculty member on a term appointment from being converted to a continuing appointment upon the recommendation of the Chair/Unit Director and approval by the Dean at any time. Nothing in this Article shall afford the NTT Faculty member consideration for tenure. Tenure can only be granted by the Southern Illinois University Board of Trustees.
  
- c. If conversion to a continuing appointment is not recommended, the Unit Head shall give reason(s) in writing. Further, the NTT Faculty member's appointment shall terminate at the end of the ten (10th) semester (or 15th trimester) for full time NTT or the equivalent for part-time NTT as provided in Section 9.03(b), and the NTT Faculty member shall not thereafter be re-employed by SIUC in an NTT position without the prior consent of the Provost and Vice Chancellor.
  
- d. If an individual has two or more different non-tenure track appointments in different departments or units, all such appointments will be included in the calculation for conversion to continuing.
  
- e. The provisions in this Article shall not negate or abrogate an existing approved (as of January 1, 2006) departmental or college operating paper that prescribes or provides for specific terms of appointment or promotional reviews (e.g. the School of Law.)

Section 9.04. Non-reappointment of Continuing NTT Faculty. A continuing appointment is one which automatically renews each academic year (or fiscal year for those on fiscal year appointments) unless the appointee is given notice in writing of non-reappointment. The written notice must include the reason(s) for non-reappointment and must be given no less than twelve months in advance of expiration of appointment for a NTT Faculty member with a full-time continuing appointment and no less than one academic term in advance of expiration of appointment for a NTT Faculty with a part-time continuing appointment.

The expiration and last date of employment must be no earlier than the last day of work per workload assignment.

The Board shall not issue non-reappointments for the purpose of replacing employees with lower-salaried employees or as a reduction in-force alternative.

Section 9.05. Notwithstanding any other provision of this Article or Agreement, the Board's decision not to grant a continuing appointment to an NTT Faculty member or to nonreappoint an NTT Faculty member on a continuing appointment shall not be subject to the arbitration procedure set forth in this Agreement. However, the Faculty member is entitled, upon written request, to a written statement of the reason for non-reappointment. Any alleged procedural violation of Article 9 may be grieved by the NTT Faculty member under the grievance and arbitration procedure set forth in this Agreement. However, an arbitrator has no authority to and may not under any circumstances award a continuing appointment.

Section 9.06. Summer Appointments. If summer instructional assignments are offered to NTT Faculty, the factors to be considered will include, but not be limited to:

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

This language is not intended to replace any system or practice currently in place in a department or work unit.

## **ARTICLE 10**

### **DISCIPLINE**

Section 10.01. Supersedence. The provisions of this Article (Discipline) shall be in lieu of the provisions governing discipline set forth in the SIU and the SIUC policies with respect to NTT Faculty covered by this Agreement.

Section 10.02. Discipline of NTT Faculty. The Board may discipline, suspend, or dismiss an NTT Faculty member prior to the end of the NTT Faculty member's appointment with just cause; provided, however, oral reprimands may not be grieved (but shall be subject to the provisions of Section 15.1). In the event the Board dismisses an NTT Faculty member prior to the end of that NTT Faculty member's appointment, that NTT Faculty member shall only be entitled to compensation, on a pro rata basis, for services performed prior to the dismissal.

- a. First, before concluding an investigation of alleged conduct that could result in suspension without pay or dismissal of an NTT Faculty member, the Board will conduct an investigatory interview(s) with the NTT Faculty member at which the NTT Faculty member shall have the right to have an Association representative present in accordance with the provisions of Section
- b. Notice of Possible Suspension Without Pay or Dismissal and Opportunity to be Heard. Except as otherwise provided in Section 10.03, after the investigatory interview described in subsection 10.02.a. above but prior to making a final decision to suspend without pay or dismiss an NTT Faculty member, the Board will hold a meeting at which the Board shall provide the reason(s) for possible suspension without pay or dismissal and provide the NTT Faculty member with an opportunity to respond. The Board will provide the NTT Faculty member at least one week's prior written notice of the meeting. At such meeting, the NTT Faculty member shall have the right to request that an Association representative be present to serve as an advocate on the NTT Faculty member's behalf as provided in Section 10.06 and shall be allowed to respond to the reasons for possible suspension without pay or dismissal by offering an explanation of his/her position orally and/or in writing. An NTT Faculty member who elects not to attend a meeting scheduled pursuant to the provisions of this paragraph shall forfeit his/her procedural right to respond to the charges; however, it shall not waive the NTT Faculty member's right to grieve any decision to discipline the NTT Faculty member. This paragraph shall not apply to the Board's decision to non-reappoint an NTT Faculty member or the Board's decision not to issue a new appointment to an NTT Faculty member at the end of an appointment.
- c. Other Disciplinary Action. Prior to making a final decision to mete out discipline other than a dismissal or suspension without pay to an NTT Faculty member, the Board will notify the NTT Faculty member of the reason(s) for such possible disciplinary action and provide an opportunity to respond. Since such notification

may be done orally or in writing, including by e-mail, and the formal notice provisions of Section 10.05 shall not apply to this paragraph.

Section 10.03. Suspension Without Prior Notice. If, in a specific instance, the Board deems it unreasonable or impractical to provide an NTT Faculty member with advance notice of the reason(s) for possible dismissal or suspension without pay, then the Board may temporarily place the NTT Faculty member on a paid or unpaid suspension until such time as it can provide such notice and offer the NTT Faculty member an opportunity to meet and respond, provided that no such temporary suspension shall exceed 30 days. (If an NTT Faculty member has been temporarily suspended without pay under this paragraph and is later exonerated, such NTT Faculty member shall be paid for the period of the temporary suspension.)

Section 10.04. Types of Discipline. Discipline under this Article shall be for just cause and may include, but is not necessarily limited to, a reprimand (either oral or written), a suspension without pay, or dismissal. For the purposes of this Section, a "written reprimand" shall be defined as a written document that is given to an NTT Faculty member and placed in his/her personnel file that concerns a matter that may, if not corrected, lead to further disciplinary action. Just cause includes but is not limited to (1) dishonesty or other unethical conduct, including a violation of the State Ethics Act, (2) insubordination, (3) incompetence, (4) failure to perform assigned duties, (5) neglect of duty, (6) violation of laws or university policies, such as the prohibition against unlawful discrimination, sexual harassment, illegal use of controlled substances, etc., (7) abuse of the NTT Faculty member's position, or (8) misuse of University resources. The Board agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of given conduct may justify immediate dismissal without any prior progressive discipline.

Section 10.05. Notice. For purposes of administering this Article, the Board shall be deemed to have provided notice to an affected NTT Faculty member by sending such notice to the NTT Faculty member's last known address via certified U.S. mail, or by personally delivering such notice to the NTT Faculty member.

Section 10.06. Right of Representation.

- a. Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the NTT Faculty member being questioned, that NTT Faculty member may request that an Association representative be present. It is recognized that an NTT Faculty member may not insist that a particular representative be present or unreasonably delay the interview.
- b. If the NTT Faculty member requests an Association representative, the Board shall either suspend the investigatory interview until an Association representative can be present or advise the NTT Faculty member that it will not proceed with the interview unless the NTT Faculty member is willing to enter the interview unaccompanied by a representative (in which case the Board may act on the basis of information obtained from other sources).

- c. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the NTT 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 NTT Faculty member's own account of the matter under investigation.
- d. This Section does not apply to meetings at which discipline is simply administered.

## ARTICLE 11

### FACULTY RIGHTS AND RESPONSIBILITIES

Section 11.01. Annual Performance Review. The Department Chair/Unit Director, or other previously designated appropriate administrator (hereinafter referred to as "designee") shall prepare a written annual performance review of each NTT Faculty member. If there is a designee, the NTT Faculty member shall be notified of the designee at the beginning of the initial appointment, and when the designee changes. The annual performance review will assess the degree of effectiveness of an NTT Faculty member's performance and identify individual areas of strength and weakness.

Section 11.02. Evaluation Procedures for NTT Faculty.

- a. No NTT Faculty member shall be evaluated until she or he has completed at least one full semester of service at the University. Thereafter, the Chair/Unit Director, or designee, shall complete a written annual review for each NTT Faculty member in his/her unit on or on track for a continuing appointment on or before May 15 of each academic year.
- b. NTT Faculty shall be evaluated against the workload assignment. The evaluation of an NTT Faculty member shall consist of a written review by the Department Chair/Unit Director, or designee. If requested, before or after such review is completed, a meeting shall be held between the Chair/Director, or designee, and the NTT Faculty member being reviewed. The review shall consider, but not be limited to:
  - 1) student course evaluations of all courses and/or other evaluation instruments of instructional activities/primary duties for NTT Faculty during their years in the bargaining unit;
  - 2) any materials that may be required by the Department policy (e.g. peer review observations) in the area of teaching;

The Chair/Director, or designee, may also consider any other materials s/he deems appropriate, including other material the NTT Faculty member submits.

- c.
  - 1) The evaluation shall state whether the NTT Faculty member's effectiveness in teaching and other assigned duties needs improvement, meets standards or exceeds standards.
  - 2) If the Chair/Director or designee intends to issue an evaluation which indicates that an employee's overall performance needs improvement, the Department Chair/Unit Director, or designee, shall provide the employee with a draft evaluation and an opportunity to discuss prior to finalizing the evaluation. After

the discussion, the Chair/Director or designee shall issue a final evaluation. If that evaluation indicates a need for improvement, then the Chair/Director or designee shall provide written recommendation for improvement.

- 3) A copy of the evaluation shall be sent to the NTT Faculty member. The NTT Faculty member may submit a written response to the evaluation statement within ten (10) working days of receiving it for inclusion in her or his personnel file.
- 4) Following the completion of an evaluation under section 11.02.c.2, the employee shall have sixty calendar days to submit to the Dean a written appeal of the evaluation. The appeal must include specific points of disagreement with the evaluation and must include documentation in support of the claim. Following receipt of the appeal, the Dean (or designee) shall request a written response to the appeal from the chair/designee who completed the evaluation. The chair/designee shall have 5 working days to submit a response. The appeal will be heard by an independent panel chaired by the Dean (or designee). The panel shall be chosen from the complainant's College. The Dean (or designee) and the faculty member shall each choose two members of the panel. The panel shall have access to all materials pursuant to the evaluation. The members of the panel shall familiarize themselves with the evaluation materials. Then, the panel shall meet separately with the faculty member and the Chair/designee who performed the evaluation for purpose of discussing the evaluation. After meeting with both parties to the appeal, the panel shall issue a decision binding on both parties. The panel may uphold or reject the original evaluation. If the evaluation is rejected, the panel shall complete a new and independent evaluation that supersedes the original evaluation.

Section 11.03. Participation Rights. Chairs/Directors shall establish appropriate structures and/or procedures that enable NTT Faculty with continuing appointments to participate in discussions of issues that affect NTT workloads and conditions of teaching, provided however that nothing in this section shall diminish rights that individual NTT Faculty may otherwise have pursuant to applicable operating papers.

Section 11.04. Faculty Responsibilities. While workload and additional faculty responsibilities may be provided for elsewhere in this Agreement, the following are among the basic responsibilities of the faculty:

a. Teaching

- 1) Students: Students are central to the mission and very existence of the University. Their needs may vary by department, and by the level of the degree program in which they are involved. Students shall receive help outside the classroom from members of the Faculty. Faculty members shall mentor students in their academic pursuits, and respond to student questions about academic concerns, career possibilities, and other aspects of the student's professional development according to the student's needs as individuals and within the context of the program in which they are enrolled.

- 2) Classes: Faculty members have a responsibility to meet all scheduled contact hours in their teaching assignment. If for any reason the faculty member cannot be present at a regularly scheduled session, the faculty member shall notify his Chair or Director as soon as possible, and the Faculty member shall make arrangements to cover the lost time with students. Options for doing so may include, but are not limited to, substitute instructors, alternative meeting times, or special assignments. Unless otherwise mutually agreed upon between a faculty member and his Department Chair, a faculty member shall, absent emergency, consult in advance with his Chair or Director regarding arrangements to cover a missed session.
  - 3) Syllabus: The course syllabus is a document that must be provided to all students at the beginning of each semester (if possible at the first class meeting). Its contents must include, at minimum, course goals and topics, types of assignments (e.g., readings, types of oral and written exercises, term papers, etc.), and the means to be used in the evaluation of students. Additionally, the instructor is to provide his/her office hours, office location, and office telephone number as well as, if available, a University e-mail address.
- b. Research/Scholarship, Service, and other Professional Activities: Faculty responsibility in these areas shall only be as prescribed per terms of individual contract and appropriate operating papers, consistent with applicable provisions of this collective bargaining agreement.



## **ARTICLE 12**

### **LEAVES/ABSENCES**

#### Section 12.01. Sick Leave.

- a. All NTT Faculty at Southern Illinois University Carbondale shall earn non-accruable sick-leave benefits. Full-time (1.0 FTE) NTT Faculty shall earn forty-three (43) work days of non-accruable sick leave per contract year. NTT Faculty working less than full-time (1.0 FTE) shall receive non-accruable sick leave in an amount that is prorated in accordance with their appointment. (E.g., 0.5 FTE appointment equals 21.5 days of non-accruable sick leave.)
- b. Full-time (1.0 FTE) NTT Faculty with continuing appointments shall also earn 7.2 work days of accruable sick leave per contract year. An NTT Faculty member with a continuing appointment working less than full-time (1.0 FTE) shall receive accruable sick leave in an amount that is prorated in accordance with their appointment. When an NTT Faculty member first receives a continuing appointment, s/he shall immediately receive 36 days of accruable sick leave.
- c. Unless otherwise provided herein, these sick leave benefits will be implemented in accordance with administrative guidelines authorized by the Chancellor of Southern Illinois University Carbondale and approved by the President of the Southern Illinois University System.
- d. Sick leave for all eligible NTT Faculty will be used in the following order:
  - 1) Non-accruable sick-leave days for the current fiscal year;
  - 2) Sick-leave days accrued before January 1, 1984;
  - 3) Sick-leave days earned and accrued after January 1, 1998;
  - 4) Sick-leave days accrued on or after January 1, 1984 but before January 1, 1998.
- e. Accrued sick leave is transferable within the Southern Illinois University system.
- f. Before sick-leave benefits are made available, the NTT Faculty member's supervisor or the Director of Human Resources may require documentation of an illness from a physician or other administratively acceptable proof.
- g. NTT Faculty 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, domestic partner, child, and parent. Household includes anyone maintaining a family relationship living in an

employee's home. Pregnancy and related illnesses shall be considered by the university as any other medical condition and will merit leave consideration as such. Up to six weeks of sick leave may be taken for the medical condition resulting from a normal delivery. Use of additional sick leave necessitated by medical complications requires an order from the employee's physician.

- h. Sick leave must be exhausted before a NTT Faculty employee can become eligible for SURS disability benefits.
- i. Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave which was accrued on or after January 1, 1984 and before January 1, 1998, except as limited by Illinois statute pertaining to the transfer or reemployment of State of Illinois employees to other state institutions or agencies.

Section 12.02. Vacation.

- a. Only NTT Faculty who hold twelve month fiscal year appointments are eligible to earn or accrue vacation benefits. NTT Faculty who hold nine-month academic appointments shall not be eligible to earn or accrue vacation benefits.
- b. The following policy shall govern vacation benefits for NTT Faculty on twelve (12) month fiscal-year appointments:
  - 1) Vacation for such faculty shall be earned at the following rates:

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

Part-time NTT Faculty in twelve (12) month fiscal-year appointments shall earn vacation in accordance with the proportionate rate of the contract.

- 2) Eligible NTT Faculty may accrue up to two years vacation credit, but no additional accumulation will be credited to their account whenever a two-year maximum is accrued.
- 3) Eligible NTT Faculty may use all or part of their accrued vacation prior to entering into leaves of absence without pay status. Accrued and unused vacation benefits will be retained on university records pending the NTT Faculty member's return to pay status.

- 4) Vacation is not earned during a period of leave without pay or other leave not expressly described in the Article.
- 5) Lump sum payment of accrued vacation will be made to the NTT Faculty member at the time of resignation from the university or retirement or to the estate at the time of the NTT Faculty member's death, except as limited by Illinois statute pertaining to the transfer or reemployment of State of Illinois NTT Faculty to other state institutions or agencies.
- 6) NTT Faculty in term fiscal-year appointments must use the vacation benefits during the period of appointment or the benefit will be lost to the NTT Faculty member. Should death occur during a term fiscal-year appointment, earned but unused vacation benefits will be paid in a lump sum.
- 7) NTT Faculty whose continuing fiscal-year appointments have been converted to term appointments may maintain such vacation accruals as were earned in the prior fiscal-year appointment but are subject to paragraph 6) above with respect to vacation earned during subsequent term appointments.
- 8) NTT Faculty who are in term fiscal-year appointments on a temporary basis and who retain continuing fiscal appointment status are not subject to paragraph 6) and will accrue vacation as indicated in paragraph 2) above.

Section 12.03. 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 12.04. 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 12.05. Employment Elsewhere. A leave of absence will not be granted to enable an NTT Faculty member to apply for or accept employment elsewhere or for self-employment, unless the NTT Faculty member has received advance written permission from the Provost. Any NTT 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.

Section 12.06. Funeral Leave. Up to three (3) days of funeral leave, with pay, will be granted to an NTT 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 NTT Faculty member's home. Approval will be granted for leave with pay of 1 day to attend the funeral of a relative outside the immediate family or household as defined herein.

Section 12.07. Jury Duty. NTT 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 NTT Faculty member is actually serving on a jury or is required by a court or other tribunal to be present as a witness, the NTT Faculty member will continue to receive his normal compensation. At other times when the court or other tribunal is not in session, the NTT Faculty member is expected to be at work. NTT 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 12.08. Leaves without Pay. Other leaves without pay, including but not limited to professional development leave or leave for personal reasons, shall be granted in accordance with applicable Board or SIUC policy, as the same may be changed from time to time by the Board. Such leave may be full or partial leaves. The progression toward continuing status or eligibility for promotional line for NTT Faculty who take an approved leave without pay will not be negatively affected during the pendency of the approved leave. The timeline towards continuing status will be paused during an approved leave without pay, and upon the NTT Faculty member's return to work, the progression towards continuing status will resume at the point where it was at the time the leave began. NTT Faculty members who otherwise meet the criteria will be eligible for salary increases that occur during the period of approved leave. Denial of a request for leave without pay is not grievable except for procedural error under the provisions of this Agreement.

Section 12.09. Personal Leave. For those NTT Faculty members whose normal workday hours are Monday through Friday 7:30 – 4:00 or 8:00 – 4:30 (or other set daytime work hours) where all work time consists of contact hours with students/clients (e.g. Headstart; Southern Region Early Childhood, etc.), two personal leave days per year (granted at the beginning of the Fall semester) will be granted with pay, if needed, and subject to established leave procedures. Such leave requests will not be unreasonably denied. In the case of unforeseen emergencies, prior approval of leave is not necessary, but the Board reserves the right to request and receive documentation of the reason prior approval was not possible. Such personal days will be non-accruable, and will expire at the end of each fiscal year.

## **ARTICLE 13**

### **WORKLOAD AND DUTY ASSIGNMENTS**

Section 13.01. NTT Faculty Assignments. The Department Chair/Unit Director shall provide a workload assignment to each NTT Faculty member in the Department/Unit as outlined in section 13.03. The assignment shall consist of teaching and/or equivalent duties and responsibilities consistent with this Article as assigned by the Department Chair/Unit Director. NTT Faculty workload assignments shall be based upon the 1.0 FTE workload of twenty-four (24) credit hours of teaching per academic year (twelve (12) if on a semester appointment, or thirty-six (36) if on a trimester schedule) or its equivalent effort. The workload for each NTT Faculty in a particular unit shall be prorated by FTE, and shall be reasonably equitable among all NTT Faculty with similar FTE in the unit. Full-time NTT Faculty shall keep such office hours as the Department Chair/Unit Director directs, provided that the office hours per week should not exceed six (6) and will be prorated for appointment of less than full-time. If concerns arise regarding a workload assignment, the NTT faculty member should consult with the Department Chair/Unit Director to address the concerns.

Section 13.02. Equivalent Effort. In determining equivalent effort for NTT faculty workload assignments, the Chair/Unit Director shall take into consideration historical departmental/unit standards consistent with section 13.01 and student needs. The Chair/Unit Director shall also consider the nature and scope of the duties assigned. Factors to be considered by the Chair/Unit Director include, but are not limited to: a) format and mode of delivery of courses; b) number of assigned online, independent study, “hybrid” (seated & online), and internship courses and amount of effort expected for these courses, including contact hours, based on the number of students; c) standards of accrediting bodies; d) instructor of record duties, taking into account the amount of time and effort expected for such duties; e) expected time and effort for assigned administrative, service and clinical duties.

Section 13.03. Notification of Workload Assignment. On or before May 1 of each year, the Department Chair/Unit Director shall provide a tentative annual workload assignment for each NTT Faculty member on full time or continuing appointment in his/her Department/Unit, provided however that the Department Chair/Unit Director may, in his or her discretion, thereafter amend the tentative workload assignment so long as the NTT Faculty member is given notice of the amendment on or before July 15. After July 15, changes in the workload assignment can only be made for a subsequent change in circumstances (e.g., death or disability of a faculty member, employment of new tenured or tenure-track faculty, the closing of previously scheduled courses, level of external funding, increase/decrease in enrollment, programmatic changes, budget reductions, etc.).

For faculty on non-continuing, less-than full-time appointments, workload assignment will be communicated through the faculty member’s appointment paperwork. Department Chairs/Unit Directors will make a good faith effort to notify non-continuing, less-than full-time NTT Faculty members of their workload assignments for the coming year no later than 30 days prior to the first class of the appointment period if practicable.

Section 13.04. To assist with workload issues, graduate and undergraduate assistants

may be assigned to NTT faculty in accordance with departmental needs.

Section 13.05. Headstart and SRECP Workload. The workload standard for NTT faculty assigned to Headstart and the Southern Region Early Childhood program (and any program in which instructional services are provided to individuals who are not undergraduate or graduate students) shall be based on a typical work week of 37.5 hours. Assigned duties requiring time beyond the typical work week may be required at irregular intervals, (e.g., parent meetings) but the work week shall not regularly exceed 37.5 hours.

If a center or work unit is closed due to inclement weather, faculty are not required to report to the center.

For employees whose worksite is located in a school district building, Spring Break will be in accordance with the school district's calendar. For those not located in a school district building, Spring Break will be in accordance with the University Calendar.

Section 13.06. Grievance Level By-Pass. Any dispute over whether a workload assignment is potentially excessive or disproportionate relative to other NTT faculty in the unit not resolved after an attempt to resolve it informally at the department level and dean level shall be resolved through the filing of the initial formal grievance at Level 3a (Provost).

## ARTICLE 14

### REDUCTIONS IN FORCE

Section 14.01. Course Offerings. The Board has the exclusive right to determine the course offerings that shall be offered by a Unit in an academic term. The Chair shall make NTT Faculty workload assignments based upon programmatic needs.

Section 14.02. Definitions. For purposes of this Article, the following terms shall have the following meanings:

“Layoff” means any reduction in FTE, full or partial, of a current or continuing appointment of a NTT Faculty member. If a faculty member receives a partial layoff, he/she may choose a full layoff.

“Current” appointment shall mean a continuing appointment or a term appointment if the notice of appointment has been executed by the Provost or his/her designee and the faculty member. Notices of appointment will be first signed by the Provost or his/her designee and will be valid upon signature of the Provost or designee and the faculty member.

“Financial Exigency” shall have the same definition as provided in the collective bargaining agreement between the Board of Trustees of Southern Illinois University and the SIUC Faculty Association.

“Decline in Program Enrollment” means an extraordinary (i.e., beyond the level that is usual, ordinary, regular, or established) loss of student/client enrollment in an academic program/department/institution/school or clinical unit served by NTT Faculty or insufficient student/client enrollment to make an assignment provided to an NTT Faculty member. The extraordinary decline in enrollment may occur in a single term or year or a period of terms or years.

“Decrease in Program Funding” means an extraordinary (i.e., beyond the level that is usual, ordinary, regular, or established) loss of revenue to an academic program/department/institution/school or clinical unit. Such loss may be from grants and contracts, state funds, tuition revenue, or mid-year rescission. The extraordinary decrease in program funding may occur for a single fiscal year or more than one fiscal year.

“Program discontinuation or elimination” means the discontinuance or elimination of an academic program/department/institution/school or clinical unit served by NTT Faculty.

Section 14.03. Layoff of NTT Faculty Members. The Board may lay off an NTT Faculty member on current or continuing appointment for any of the following reasons: in the event of financial exigency, a decline in program enrollment, a decrease in program funding, or program discontinuation or elimination. The Board shall implement good faith actions (e.g., attrition) prior to layoffs of NTT faculty.

Section 14.04. Notice of Reduction in Force. The Board shall provide to the Association written notice of an intended layoff sixty (60) days prior to the beginning of the academic term in which the layoff begins. The Board shall provide to an NTT Faculty member on full-time continuing appointment written notice of a layoff at least forty-five (45) days prior to the academic term in which the layoff begins and shall provide to all other NTT Faculty members written notice of a layoff at least thirty (30) days prior to the beginning of the academic term in which the layoff begins.

Section 14.05. Order of Layoffs. In the event a layoff occurs in a Unit, teaching assignments shall be made in the following manner provided that the Board may employ a less senior NTT Faculty member who is more competent and qualified to teach a class:

- Only NTT Faculty who the Chair determines to be qualified and competent to teach a class will be considered for that teaching assignment.
- Where more than one NTT Faculty member meets the programmatic needs and is competent and qualified to teach a particular course, then the course teaching assignment shall be offered in the following order and on the basis of seniority within each of the categories:
  - 1) NTT Faculty members on a full time continuing appointment
  - 2) NTT Faculty members who hold a 1.0 FTE (full time) appointment
  - 3) NTT Faculty members who hold a part-time continuing appointment
  - 4) All others who hold a current notice of appointment.
- Individual seniority rights shall apply within each category.
- Notice of reduction in force shall be given in reverse order of the above numbered list.
- A teaching assignment may not be made to an NTT Faculty member in a lower category if there is a departmental NTT Faculty member in a higher category without a full time appointment (or appointment that achieves his/her part time continuing appointment) for that academic term who is competent and qualified to teach the assignment and otherwise meets the programmatic needs of the unit unless that NTT Faculty member in the higher category declines the assignment.

Section 14.06. Effect of Layoff on Continuing Status. A layoff that results in a reduction in FTE pursuant to this Section will not affect a faculty member's conversion to continuing appointment in accordance with Article 9 or status as a continuing appointment.

Section 14.07. Seniority. For purposes of this Article, "seniority" is defined as an NTT Faculty member's length of service as a bargaining unit faculty member within the categories in Section 14.05 and within their employing unit. Seniority shall be calculated based upon the number of spring and fall semesters that an NTT Faculty member is employed provided that the semesters of employment are not separated by more than four (4) consecutive semesters.



Summer session and intersession employment shall not be included in the calculation of seniority.

If an NTT Faculty member is laid off pursuant to this Article, his/her seniority shall remain at the level obtained at the time of the layoff so long as the NTT Faculty member retains re-employment rights under Section 14.08 below.

Section 14.08. Recall Rights. NTT Faculty members on a continuing appointment shall have recall or re-employment right for a period of two (2) years after being laid off. Full-Time NTT Faculty members without a continuing appointment, shall have recall or re-employment rights for a period of one (1) year after the effective date of the layoff. Part-time NTT Faculty members without a continuing appointment shall not have recall rights. The Board shall not issue a layoff notice for the purpose of replacing NTT Faculty members with lower-salaried employees, including graduate assistants and student workers.

Each unit shall maintain a list of NTT Faculty members who are laid off pursuant to this Article. If, during the recall period, an assignment in the Unit becomes available whose duties an NTT Faculty member on the recall/re-employment list is competent and qualified to perform, the Board shall notify the NTT Faculty member of the offer of employment in the open assignment. If more than one NTT Faculty member on the list is competent and qualified to perform the duties of the position, recall shall occur in the order set forth in Section 14.05. The Board shall contact the NTT Faculty member at his/her last known address to give this notice. It shall be the responsibility solely of the NTT Faculty member to keep the Unit Head aware of his/her current address and telephone number. If, during the period an NTT Faculty member has been laid off and has recall or re-employment rights under this Section, a Unit is divided in to two or more Units, then the laid off employee shall have recall rights in all of the Units. If a Unit in which an NTT faculty member holds continuing status is merged with another unit, the laid-off employee shall have recall rights in the merged unit.

The NTT Faculty member shall have seven (7) days from the date of the notice to inform the Department Chair that s/he accepts the offer to take the assignment, provided however, if the Board gives the notice within two (2) weeks of the beginning of the academic term, the NTT Faculty member must notify the Department Chair within twenty-four (24) hours of his/her intent to accept the offer. Acceptance of an offer means that the NTT Faculty member is able and willing to start work in the position at the beginning of the academic term specified in the offer. A NTT faculty member who is offered a recall at an FTE lesser or greater than the status prior to the layoff may accept or reject the recall offer without waiving rights or priority to his/her original FTE status. In any other case, an NTT Faculty member who declines or fails to accept such an offer shall be removed from the recall/re-employment list, and the Board shall have no further obligation to offer employment to him/her.

Section 14.09. Other Positions. Nothing in this Article shall prohibit a laid off NTT Faculty member from applying for any other position with the University. If an NTT Faculty member accepts an offer of employment with SIUC in an NTT Faculty position in a department or unit other than that from which s/he is laid off, his/her name shall remain on the Unit's recall/re-employment list.

## ARTICLE 15

### OTHER TERMS AND CONDITIONS

Section 15.01. Access to Personnel Records. An NTT Faculty member shall be provided access to the non-confidential materials in his or her personnel files in accordance with the Board's written policy and procedure governing access to personnel files which shall be incorporated herein by reference.

An NTT Faculty member shall be provided in person or through the campus mail system with a copy of any evaluative or critical material that is placed in his/her personnel file after the effective date of this Agreement. The NTT Faculty member may file a response to any material in the personnel file and the response shall be included in the file. No evaluative or critical material that has been placed in an NTT Faculty member's personnel file may be used against an NTT Faculty member in any legal proceeding, unless the NTT 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 15.02. Travel Expenses. With the prior approval on the applicable absence request form from his/her department chair/unit director, an NTT Faculty member may attend professional meetings and deliver seminars and colloquia at other institutions during the academic year or the term of his/her appointment. In each such instance an NTT Faculty member with direct instructional responsibilities shall be responsible for rescheduling any affected class(es) or making other appropriate arrangements. In each such instance, a Faculty member with no direct instructional responsibilities shall be responsible for making up any missed work assignments or making other appropriate arrangements to insure that any missed work assignment is properly covered. Such arrangements must be approved in writing by the Faculty member's chair/unit director prior to the Faculty member's departure. 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 NTT Faculty for expenses incurred for pre-approved, nondiscretionary travel in accordance with state and university policy.

## ARTICLE 16

### SALARY

Section 16.01. Salary Increase for Fiscal Year 2010. Except as provided below, all NTT Faculty who were employed on a continuing appointment or have at least a .75 FTE appointment of at least 9 months during the 2009 fiscal year and who will be employed on a continuing appointment or have at least a .75 FTE appointment of at least 9 months during the 2010 fiscal year shall receive an increase in his or her base salary of three and one half percent (3.5%). This General Salary Increase shall be distributed "across the board".

NTT Faculty who are paid per credit hour, and NTT Faculty paid on a monthly rate basis with an FTE of less than 0.75, shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2010. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

*{The parties acknowledge that these increases have already been received.}*

Section 16.02. Salary Increase for Fiscal Year 2011. No salary increase for Fiscal Year 2011.

Section 16.03. Salary Increase Fiscal Year 2012. Except as provided below, all NTT Faculty who were employed on a continuing appointment of at least .50 FTE or have at least a .50 FTE appointment during at least one semester during the 2011 fiscal year and who will be employed on a continuing appointment of at least .50 or have at least a .50 FTE appointment during at least one semester during the 2012 fiscal year shall receive an increase in his or her base salary on January 1, 2012 of one percent (1%). This General Salary Increase shall be distributed "across the board".

NTT Faculty who are not paid on a monthly rate basis, but who are instead paid on a set rate basis either per credit hour or by course, and NTT Faculty paid on a monthly rate basis with an FTE of less than 0.50, shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2012. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.04. Salary Increases Fiscal Year 2013. Except as provided below, all NTT Faculty who were employed on a continuing appointment of at least .50 FTE or have at least a .50 FTE appointment during any one semester during the 2012 fiscal year and who will be employed on a continuing appointment of at least .50 FTE or have at least a .50 FTE appointment during at least one semester during the 2013 fiscal year shall receive an increase in his or her base salary on July 1, 2012 of one percent (1%). This General Salary Increase shall be distributed "across the board".

NTT Faculty who are not paid on a monthly rate basis, but who are instead paid on a set rate basis either per credit hour or by course, and NTT Faculty paid on a monthly rate basis with an FTE of less than 0.50 shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2013. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.05. Salary Increases Fiscal Year 2014. Except as provided below, all NTT Faculty who were employed on a continuing appointment of at least .50 FTE or have at least a .50 FTE appointment during any one semester during the 2013 fiscal year and who will be employed on a continuing appointment of at least .50 or have at least a .50 FTE appointment during any one semester during the 2014 fiscal year shall receive an increase in his or her base salary on July 1, 2013 of two percent (2%). This General Salary Increase shall be distributed "across the board".

NTT Faculty who are not paid on a monthly rate basis, but who are instead paid on a set rate basis either per credit hour or by course, and NTT Faculty paid on a monthly rate basis with an FTE of less than 0.50 shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2014. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.06. Salary Minimums Fiscal Year 2013. Beginning in Fiscal Year 2013, the minimum salary paid an NTT Faculty member on full-time appointment of at least 9 months during the academic year shall be \$2,500 per month. NTT Faculty who are paid on a set rate basis (either per credit hour or by course taught), and not a monthly rate basis for a semester or academic year, shall be paid no less than \$800 per credit hour assigned. Nothing in this provision shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.07. Salary Levels. Nothing in this article shall reduce an NTT Faculty member's current FTE-adjusted salary level. NTT Faculty whose retirement or social security income is negatively affected by the salary provisions in this Article may agree to a lower salary with the consent of the Association.

Section 16.08. Summer Session. Nothing herein shall require that an NTT Faculty member accept a summer or intersession appointment. For NTT Faculty who accept Summer and/or intersession appointments, the salary for these appointments shall be set by mutual agreement between the NTT Faculty member and her/his unit chair or director. In the absence of such an agreement, the NTT Faculty member shall receive one month of base salary for each one month of appointment with the understanding that one month of appointment may require service over more or less than one calendar month. Further, a summer or intersession appointment shall not count toward service necessary to qualify for a continuing appointment under Article 9.

Section 16.09. Continuing Appointment. Upon receipt of a continuing appointment pursuant to Section 9.03, a NTT Faculty member shall receive a one-time FTE prorated increase

to his/her base salary of \$300 per month. Any increases to the base salary of a NTT Faculty member made pursuant to this section shall be prorated according to the NTT Faculty member's continuing FTE appointment.

Section 16.10. Twelve Month Payment Option. All NTT faculty on nine month (9) academic year appointments may elect to have their salary distributed over twelve (12) months. Salary shall be distributed over nine (9) months unless employees notify the University in writing (according to University guidelines) that they have elected the 12 month pay option.

Section 16.11. Merit. No merit pay for this contract.

Section 16.12. Overload. Overload assignments shall be handled pursuant to the Overload Compensation Policy as approved by the Board of Trustees effective February 24, 2011. The parties further agree to the following:

- a. Overload assignments shall be offered equitably to NTT faculty members provided that a NTT faculty member who is more competent and/or qualified to perform an overload assignment shall receive the overload assignment;
- b. The University shall provide a NTT faculty member up to five (5) calendar days to accept or reject the offer of an overload assignment;
- c. As compensation for an overload assignment, the Board shall offer the NTT faculty member financial compensation equal to one month of salary for a .25 FTE course assignment or equivalent effort per section 13.02 of this agreement. In instances where the overload assignment is less than .25 FTE or equivalent effort per section 13.02, compensation will be reduced proportionately.
- d. The Board reserves the right not to offer a course if enrollment in the course does not meet the minimum requirement.

Section 16.13. Wage Reopener. The Association may invoke an option to reopen Article 16 in Fiscal Year 2013 and/or Fiscal Year 2014 for the purposes of negotiating possible additional wage increases if in any year of this Agreement, the State of Illinois General Operating Appropriation allocated to the Carbondale campus plus the Income Fund on the Carbondale campus increases by 2% or more over and above the amounts necessary to meet the across the board increases for FY 2012 – FY 2014. In order to exercise this option, the Association shall provide a written notice to the University no earlier than September 1 and not later than October 1 of the year in which they are exercising the option.

If this Article is re-opened pursuant to this Section, no changes shall occur to the language of the Agreement during such negotiations and salary levels shall not be diminished as a result of such negotiations, unless mutually agreed to in writing and ratified by both the Association and the Board. If negotiations are re-opened all terms and conditions of the Agreement shall remain in full force and effect during the course of such negotiations.

Negotiations shall occur over no more than a sixty (60) day period from the date of the first negotiations. Neither party shall unreasonably or unduly delay the start of negotiations. Both

the parties agree to bargain in good faith. If the parties are unable to reach agreement during this sixty (60) day period, they shall request and participate in mediation through FMCS.

Section 16.14. Equity Adjustment. NTT Faculty members who are currently employed at SIUC on a full-time continuing appointment on November 1, 2011 shall receive a one-time increase to his/her base salary of fifty dollars (\$50) per month upon achieving ten (10) years of full time service; and shall receive an additional one-time increase to his/her base salary of seventy-five dollars (\$75) per month upon achieving fifteen (15) years of full time service; and shall receive an additional one-time increase to his/her base salary of one hundred dollars (\$100) per month upon achieving twenty (20) years of full time service. This provision shall be effective beginning on the ratification date of this Agreement and shall not be retroactive. The following language represents the parties' understanding of how such payments will be made for those individuals who have already attained the above years of services upon ratification of the agreement and implementation of this provision for each level of longevity:

- a. A continuing faculty member who has ten (10) years of full-time service as of November 1, 2011 will receive a one-time increase to base salary of fifty dollars (\$50.00) per month;
- b. A continuing faculty member who has fifteen (15) years of full-time service as of November 1, 2011 will receive a one-time increase to base salary of one hundred twenty-five dollars (\$125.00) per month (i.e. the faculty member receives the 10-year increase and the 15-year increase);
- c. A continuing faculty member who has twenty (20) years of full-time service as of November 1, 2011 will receive a one-time increase to base salary of two hundred twenty-five dollars (\$225.00) per month (i.e. the faculty member will receive the 10-year increase and the 15-year and the 20-year increase.)

## ARTICLE 17

### **NO STRIKES AND NO LOCKOUTS**

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.

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 18

### **STATUS OF THE AGREEMENT**

Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual notice of appointment 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 NTT bargaining unit Faculty.

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

## **ARTICLE 19**

### **ENTIRE AGREEMENT**

Section 19.01. 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.

Section 19.02. Non-Waiver. 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 20**

### **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 21**

**TERM OF AGREEMENT**

This Agreement shall be in effect as of July 1, 2009, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2014. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing not more than 120 days nor less than 90 days prior to June 30, 2014, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

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

SIUC NTT Faculty Association, IEA/NEA

Board of Trustees  
Southern Illinois University

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Chancellor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

Bargaining Team

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
House of Delegates  
Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
IEA/NEA Representative

**SIDE LETTER FOR PROMOTIONAL LINES:**

The parties agree that they will request that the SIUC Faculty Senate study the issue of promotional lines for the Non-Tenure Track Faculty. If the SIUC Faculty Senate determines that promotional lines are in the best interest of the University, the parties will request that the SIUC Faculty Senate develop a recommendation that addresses the standards, criteria, procedures, and titles for each promotional line. These matters will not revert back to the bargaining process, if a policy is approved by the Chancellor on or before March 15 of the final year of the agreement. The issue of compensation related to each promotional line will be subject to the bargaining process if such a policy is developed and approved.

**Board of Trustees  
Southern Illinois University**

**SIUC Non-Tenure Track Faculty Association**

\_\_\_\_\_  
Dr. Rita Cheng

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**SIDE LETTER FOR CONVERSION TO PART-TIME CONTINUING STATUS:**

The parties agree that part-time NTT Faculty who met the requirements of Section 9.03(a)(2)(i) upon signature of this Agreement shall receive a part time continuing appointment in accordance with the provisions of this Agreement. Such appointment shall be effective January 1, 2012.

**Board of Trustees  
Southern Illinois University**

**SIUC Non-Tenure Track Faculty Association**

\_\_\_\_\_  
Dr. Rita Cheng

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**SIDE LETTER FOR HEADSTART SPRING BREAK:**

The parties agree that students will not be scheduled to be in the classroom during SIUC's Spring Break week for those Head Start locations not in a school district building. Further, NTT faculty employed in the Head Start program and at a location that is not in a school district building will not be required to report to their respective work sites during that period. The parties further agree that this period is not a vacation and further, that the NTT faculty members are required to be working on other tasks related to their assignments, including but not limited to lesson planning. Nothing herein shall prevent an NTT faculty member from reporting to their work site during the scheduled spring break period if they so choose.

**Board of Trustees  
Southern Illinois University**

**SIUC Non-Tenure Track Faculty Association**

\_\_\_\_\_  
Dr. Rita Cheng

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date