

2006-2010 EIU-UPI UNIT B AGREEMENT

TABLE OF CONTENTS

PREAMBLE 1

DEFINITIONS..... 2

ARTICLE 1 RECOGNITION..... 6

ARTICLE 2 CONSULTATION PROTOCOL..... 7

ARTICLE 3 NON-DISCRIMINATION 8

ARTICLE 4 EMPLOYEE INFORMATION 9

ARTICLE 5 LEAVE WITHOUT SALARY 13

ARTICLE 6 PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES..... 16

ARTICLE 7 PERSONNEL FILES 24

ARTICLE 8 EVALUATION AND EVALUATION CRITERIA 25

ARTICLE 9 RETENTION FOR ACADEMIC SUPPORT PROFESSIONALS 28

ARTICLE 10 PERFORMANCE-BASED INCREASE AND MERIT 31

ARTICLE 11 TRANSFER 39

ARTICLE 12 DEPARTMENT/UNIT REORGANIZATION 40

ARTICLE 13 SANCTIONS AND TERMINATION..... 41

ARTICLE 14 LAYOFFS AND RECALL PROCEDURES..... 46

ARTICLE 15 GRIEVANCE PROCEDURE 48

ARTICLE 16 UNION RIGHTS 55

ARTICLE 17 FACILITIES AND EQUIPMENT..... 56

ARTICLE 18 DUES CHECKOFF AND FAIR SHARE 57

ARTICLE 19 MINUTES, POLICIES, AND BUDGETS..... 59

ARTICLE 20 MANAGEMENT RIGHTS 60

ARTICLE 21 NO STRIKE OR LOCKOUT..... 61

ARTICLE 22 SEVERABILITY 62

ARTICLE 23 MISCELLANEOUS PROVISIONS	63
ARTICLE 24 COMPENSABLE FRINGE BENEFITS	64
ARTICLE 25 COMPENSATION.....	75
ARTICLE 26 COPYRIGHTS AND PATENTS	84
ARTICLE 27 DURATION AND IMPLEMENTATION	89
APPENDIX A CERTIFICATION OF REPRESENTATIVE	86
APPENDIX B GRIEVANCE FORM	92
APPENDIX C INTENT TO ARBITRATE FORM.....	93

PREAMBLE

In a spirit of goodwill, the Board of Trustees of Eastern Illinois University and the University Professionals of Illinois agree to promote the quality and effectiveness of education at Eastern Illinois University, and to promote high standards of academic excellence in all phases of instruction, research, and service. The Board and the Union recognize that mutual benefits are to be derived from improvement of Eastern Illinois University, and that participation of employees in the formulation of policies under which they provide their services is educationally sound. The Board and the Union further recognize that an effective and harmonious working relationship will facilitate achievement of common interests and shared goals and will provide an environment conducive to achieving the stated mission of the University.

The Board of Trustees affirms that academic freedom shall not be abridged and joins the numerous other organizations that have endorsed this principle. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom of learning. Academic freedom as it relates to research and creative activity is fundamental to the pursuit of truth and the advancement of knowledge. The right of the faculty member to academic freedom carries with it correlative obligations and responsibilities. This Preamble is a statement of commitment and is not subject to Article 15, Grievance Procedure.

DEFINITIONS

Performance by Designee	Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.
Titles or Headings or Placement	Any titles or headings in this <i>Agreement</i> are inserted solely for reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this <i>Agreement</i> .

Whenever Used in This *Agreement*

- Academic Support Professional** shall mean the person assigned to any position already designated as being in the bargaining unit as of July 1, 1999, as determined by Attachment A (II.) of the *Unit B Agreement* and the IELRB certification of representative issued August 29, 1995. The Academic Support Professional designation shall refer to non-faculty employees whose *primary* assignment:
 - involves regular, direct interaction with students; and
 - directly supports the curriculum but does not include teaching; and
 - implements University policy; and
 - does not involve policy-making responsibility, budgetary authority, or supervisory responsibility which includes assignment of duties and evaluation; and
 - does not include establishing or developing curricular policy.
- Academic Term** shall mean a fall or spring semester.
- Academic Year (AY)** shall mean a fall/spring semester sequence.
- Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed in the Higher Education Directory.
- Adequate Cause** shall mean one or more acts or omissions which, singly or in the aggregate, have directly and substantially affected or impaired an employee's performance or fulfillment of her/his professional duties.
- Annually Contracted Faculty** shall mean a teacher or resource professional whose temporary employment obligation with the University does not include service or research/creative activity, and who is not eligible for tenure, and who is eligible for but not guaranteed re-employment. Eligibility for the bargaining unit is defined in Attachment A (I.) of the *Unit B Agreement*.
- Appropriate University Vice President** shall mean a University Vice President responsible for coordination and supervision of the University program or organizational unit in which an employee is primarily assigned.

8. **Board** shall mean the Board of Trustees of Eastern Illinois University created by “an Act to provide for the management, cooperation, control, and maintenance of the governing board for Eastern Illinois University.” To the extent permitted by law, the term *Board* shall also refer to any successor agency of the Board of Trustees.
9. **Chapter Grievance Representative** shall mean the individual appointed by the Chapter President to assist and/or represent the grievant in the grievance process.
10. **Chapter President** shall mean the President of the Eastern Illinois University Chapter of the Union.
11. **Days** shall mean calendar days unless otherwise specified.
12. **Day's Pay** shall mean 1/22 of an employee's monthly salary.
13. **Department** shall mean the smallest administrative unit to which an employee is assigned and in which evaluation occurs. [In instances where this unit is called a school, for purposes of this contract, the word *department* applies.]
14. **Department Chair** shall mean the person immediately responsible for management of the University department in which an employee is primarily employed.
15. **Distance Education** see Technology-delivered course.
16. **Educational Contract** shall mean a contract through which the University provides a conference, course, or other Continuing Education offering at the request of, and in coordination with, a governmental unit, community organization, or private business.
17. **Employee or Faculty Member** shall mean a member of Bargaining Unit B described in Appendix A.
18. **Local Grievance Representative** shall mean the person appointed by the Local Union President to assist and/or represent the grievant in the grievance process.
19. **Major Fraction** shall mean any fraction of one half or higher.
20. **Member of the Immediate Family** shall mean the employee's husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, or child, or member of the immediate household.
21. **Monthly Salary Base** shall mean the individual salary or the total salary base for the unit quantified as of May 31 every year.
22. **Notice** shall mean written notification or communication, letter, memorandum, or fax. E-mail shall not be considered written notice.
23. **Professional Degree** shall mean a law degree (J.D. or L.L.B.), doctor of medicine (M.D.), or doctor of veterinary medicine (D.V.M.).

24. **Reassignment** shall mean the assignment of duties to an employee outside of the designated department/unit in which that employee's appointment is formally located.
25. **Relative** shall mean the employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, first cousin, grandchild, or member of the immediate household.
26. **State Universities Retirement System** shall mean the retirement system established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such employees" approved on July 21, 1941, as amended.
27. **Summer Session** shall mean the officially established instructional time period between the spring and fall semesters.
28. **Teaching Professionals** shall mean annually contracted faculty.
29. **Technology-delivered Course** shall mean a course section that is designed and scheduled by the University to use technology as the exclusive or predominant mode of instruction and faculty-student interaction.
30. **Temporary Appointment** shall mean employment that is not guaranteed from year to year and that does not involve a probationary or renewable position.
31. **Terminal Degree** shall mean a doctoral degree, MFA degree, or the MLS degree with an additional master's degree. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent.
32. **Transfer** shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.
33. **Union** shall mean the University Professionals of Illinois, Local #4100, an affiliate of the IFT, AFT, and AFL-CIO.
34. **Union President** shall mean the President of Local #4100.
35. **University** shall mean Eastern Illinois University.
36. **University Grievance Officer** shall mean the individual(s) assigned by the University to hear Union Grievances.
37. **University President** shall mean the chief academic and administrative officer of the University.
38. **Vacancy** shall mean an unassigned position the University decides to fill.
39. **Working Day** shall mean a Monday through Friday during which classes are scheduled at the Charleston campus.

ARTICLE 1

RECOGNITION

- 1.1. Pursuant to the April 3, 1985, certification, the August 29, 1995, unit clarification, and the February 22, 2001, certification of representative of the Illinois Educational Labor Relations Board (see Appendix A), the Board recognizes the Union as the exclusive bargaining agent for academic employees and academic support employees in the bargaining unit described in the clarification and additional certification.
- 1.2. During the term of this *Agreement*, no employee in Bargaining Unit B shall be reassigned to employment in a position outside of the bargaining unit without her/his consent.
- 1.3. When the University creates a new academic employee classification or adds an additional person to an existing classification, the University will notify the Chapter President of the title of the classification and the duties of the classification within three months of appointment. At the request of the Chapter President, the University President will schedule meeting(s) to discuss whether the classification should be included in a bargaining unit. If necessary, final determination of the appropriate placement of the classification will be made according to the procedures of the Illinois Educational Labor Relations Board.
- 1.4. The University will provide the Union with a report within sixty calendar days after the beginning of each academic term on changes in status of positions in Bargaining Unit B including academic support professional vacancies, resignations, retirements, new hires, leave status, transfers, and reassignments.
- 1.5. Nothing contained in this *Agreement* shall be construed to prevent the Board or University, or their members, officials, agents, or representatives from meeting with any individual or organization to hear views on any matter. The specific and express terms of this *Agreement* shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.
- 1.6. Within thirty working days after the beginning of each academic term, the Union Chapter President may request a list of the annually contracted faculty appointments in existence that term and the reason for each. Such requests shall be granted within 10 working days.

ARTICLE 2

CONSULTATION PROTOCOL

Meetings between the University President and the Chapter President shall be held once each month or as the parties agree for the purpose of discussing matters pertinent to the administration of this *Agreement* or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons so invited. The meetings shall be held on a mutually agreeable date in a mutually agreeable location. Such meetings shall not constitute or be used for the purposes of negotiation or discussion of grievances. A scheduled meeting may be re-scheduled at any time by agreement of both parties.

ARTICLE 3

NON-DISCRIMINATION

In accordance with applicable Federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of that employee's race, color, religion, sex, age, national origin, physical or mental disabilities, membership or nonmembership in the Union, political affiliation, sexual orientation, marital status, or veteran status. Complaints involving discrimination or sexual harassment shall be reported to the Office of Civil Rights and Diversity. Findings of the Office of Civil Rights and Diversity and action taken as a result shall be subject to the grievance process (Article 19).

ARTICLE 4

EMPLOYEE INFORMATION

- 4.1. a. Each employee shall receive an individual employment contract or appointment letter upon initial appointment. The initial contract or appointment letter shall specify the period of appointment including the beginning date and the ending date, if applicable; the type of appointment; job title; and the salary.
- (1) Starting salary is negotiated between the University and the potential employee prior to the employee's entering the bargaining unit. Employees entering the bargaining unit who were employed less than 50% by the University during the immediately preceding academic year may individually negotiate a salary increase prior to entering the bargaining unit, provided that an employee eligible for a salary increase in accordance with Article 25.6 may not individually negotiate a salary increase prior to entering the bargaining unit.
 - (2) Unit B employees enter the bargaining unit according to the provisions of Appendix A.
 - (3) Employees in their first employment year are not eligible for any salary increase negotiated for that contract year.
- b. Subsequent to the initial individual employment contract or appointment letter, the employee shall receive an individual Employment Status Statement. The Employment Status Statement shall be sent to each employee within thirty working days after the beginning of a University's academic year/term or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate:
- (1) the basic monthly salary of the employee for the academic year, including the salary increase components;
 - (2) the employee's status (annually contracted faculty or academic support professional).
 - (3) that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and to the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable collective bargaining agreement.
- Any modification in the employee's salary will be reflected in a revised statement which will be issued as soon as possible.
- c. At least once each academic year the University shall notify employees of the location and means of access for information about earned leave accrual, including formulas and procedures for calculating pre- and post-January 1, 1984, and post-January 1, 1998, sick leave and annual leave benefits. The University shall provide written information about

an individual employee's accrued sick leave and annual leave, if applicable, upon the employee's request to the Benefits Office.

4.2. **Annually Contracted Faculty Appointments**

The appointment of annually contracted faculty shall be contingent upon program need and shall be compensated at a rate specified in Article 25.9.

- a. Faculty positions may be filled by employees on temporary appointments for the purpose of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional assignment; inability to recruit a qualified candidate for a tenure-track position; staffing of experimental programs; significant shifts in enrollment; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines. The University shall provide specific reasons for temporary appointments at the request of the Union.
- b. Each academic year, the University will seek to provide full academic year appointments to annually contracted faculty. Upon request, the Union shall be provided with written reasons for any appointment that is less than the full academic year.
- c. Re-employment Opportunities Rosters for Annually Contracted Faculty
 - (1) By February 15 of each academic year, employees holding temporary faculty appointments shall notify in writing the Chair of the department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available temporary faculty appointment for which they are qualified. See Article 6.5 for optional multiple-year appointments.
 - (2) If an employee's address and/or phone number changes, it shall be the employee's responsibility to notify the Department Chair in writing of that change.
 - (3) By March 30, the Department Chair shall develop a listing of all annually contracted faculty wishing employment in the subsequent academic year. An employee's name will be placed on the roster when their seniority number is 2 or higher. The rosters shall be kept in the following manner:
 - (a) Position on the roster shall be determined by the following in order as set forth below:
 - (i) Each employee on the roster shall be assigned a seniority number for the purposes of determining roster position only. This number shall be determined by awarding the employee one point for every year of service in the bargaining unit, plus one point for every "highly effective" or "superior" evaluation earned since Spring 1989 semester [inclusive].
 - (ii) For annually contracted faculty with the same seniority number, academic qualifications of the employee as determined by the Department Chair.

- (b) Percentage of employment for those working half time or more shall not affect their placement on the roster. Any employee receiving a rating of unsatisfactory will not be placed on the roster.
 - (4) The roster shall be submitted to the Dean and the Provost for review. A copy of the roster shall be available in the department office. A copy shall be provided to the Union Chapter President. A copy shall be provided to any employee on the roster upon written request to the Department Chair.
- d. Use of the Re-employment Opportunities Rosters
 - (1) When determining to whom to offer a temporary appointment, first preference shall be given to employees whose names are on the re-employment opportunities roster in the order in which they appear on the roster, provided, however, that program needs shall be taken into account. On the basis of program need, the University may offer an available temporary/annually contracted appointment to a candidate whose name is not on the roster.
 - (2) With the exception of the period beginning two weeks prior to the commencement of classes, the offer shall be conveyed in writing. Although oral offers may be made as well, wherever possible such offers shall be followed by a written verification. Employees shall have ten days from the date postmarked on the envelope containing the written offer to accept the offer.
- e. Break In Service
 - (1) If an annually contracted faculty member who has completed six consecutive academic years of service of half time or more and whose name appears on a roster is re-employed in a position of fifty percent or more after requesting and receiving a leave of absence of no more than one year, she/he will be included in the bargaining unit immediately upon in-unit re-employment. An employee who receives a requested break in service shall maintain her/his seniority number on the re-employment rosters.
 - (2) If an annually contracted faculty member who has completed at least two consecutive academic years of in-unit service of half-time or more is not offered in-unit employment for a period not to exceed one year, she/he will be included in the bargaining unit upon in-unit re-employment maintaining her/his position on the re-employment roster.
 - (3) An employee returning from an involuntary break in service will receive any non-discretionary salary increase that he/she would have received if employment had been offered and accepted. If the UPI and the University negotiate a set dollar salary increase total sum, any non-discretionary increases granted under this provision will be included in the salary increase sum negotiated between the University and the Union for the applicable year and will not generate additional costs to the University.

- f. When a new or vacant tenure-track position is authorized and advertised, an employee holding a temporary faculty appointment in the department shall be granted a preliminary interview, upon written request, if she/he is qualified for the position, and if she/he follows the necessary application procedures. A University-wide announcement of new or vacant positions shall be made not less than two weeks prior to the deadlines for applications.
- 4.3. Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant professional position. An academic support professional who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview. If an academic support professional is selected to fill a new or vacant position, her/his credit for years of service at the University shall not be affected.
- 4.4. **Temporary Academic Support Professionals**
- a. Temporary academic support professionals shall become part of the bargaining unit described in Appendix A when they are employed full time for more than one consecutive academic year or, for appointments of .50 or more, employed for more than two consecutive academic years.
 - b. The appointment of a temporary academic support professional shall be contingent upon program need. An in-unit temporary academic support professional shall be compensated at a rate specified in Article 25.7.
 - c. Academic support professional positions may be filled by employees on temporary basis for purposes of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional or instructional assignment; inability to recruit a qualified candidate for a permanent academic support professional position; staffing of experimental programs; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines. The University shall provide specific reasons and a specific listing of persons to the Chapter President for temporary appointments at the request of the Union.

ARTICLE 5

LEAVE WITHOUT SALARY

- 5.1. a. Annually contracted faculty who have completed six consecutive academic years of service at fifty percent or more and whose names appear on the re-employment roster may apply for a leave without salary for a period not to exceed one year. Re-employment opportunities will be provided in accordance with Article 4.
- (1) An annually contracted faculty member may apply for a leave without salary prior to completing six consecutive years of in-unit service provided that
- (a) the employee has completed at least three consecutive years of in-unit service;
 - (b) the purpose of the leave is for research, advanced study, professional development, or public service. Leave for personal reasons may not be requested under this provision;
 - (c) the employee states in the leave request how the leave activities will address the University's mission and goals.
- (2) An annually contracted employee who takes a leave without salary approved under the provisions of Article 5.1.a.(1)
- (a) must provide a brief written report of the leave activities to the Provost within one month of returning to paid status at the University. The report will be placed in the employee's personnel file;
 - (b) will retain her/his seniority number on the re-employment roster at the time of the leave application;
 - (c) may not count the leave period toward years of service for benefits or minima adjustments;
 - (d) may not apply for an extension of the leave beyond the original approved leave period;
 - (e) may not apply for another leave without salary until he/she has completed six consecutive years of in-unit service, not counting the leave granted under the provisions of Article 5.1.a.(1) and (2).
- b. An academic support professional may apply for leave without salary twelve months after the date of her/his initial employment at the University at which the employee is employed at the time of application. This requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.

- 5.2.
 - a. An application for leave without salary must be submitted to the employee's Department Chair or supervisor at least three months prior to the starting date of the requested leave. The application must state the purpose and provide a written explanation of the need for the leave and the time period for which the leave is requested. The purposes for which a leave may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service. The three-month notification requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
 - b. A leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within ten working days to an employee whose application for leave without salary has not been approved. If an employee believes an application for a leave without salary has been arbitrarily and capriciously denied, she/he may file a grievance under Article 15, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.
 - c. The initial grant of a leave without salary may be for a period of up to twelve months. For academic support professionals, the leave may be extended upon the agreement of the University President for additional periods for a total leave not to exceed 36 consecutive months (three years) regardless of the percentage of the leave. Each extension may be for a period of up to twelve months.
 - d. The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the University President at least three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This extension date requirement may be waived by the University President upon written request of the applicant and approval by the Appropriate University Vice President.
- 5.3. Employees on a leave without salary are responsible for responding in a timely manner to communications from the Department Chair or supervisor (Academic Support Professionals) concerning assignment of duties for the term in which the employee will return to duties.
- 5.4. Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.
- 5.5. While on leave without salary, an employee shall retain accrued, if eligible, sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.
- 5.6. An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

5.7. Time spent by an academic support professional on a leave without salary shall not be credited for the purpose of determining eligibility for administrative educational leave.

5.8. **Compulsory Leave**

- a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the President shall inform the employee in writing of the basis for the President's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the President as to whether the employee (1) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the President. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.
- b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the President concludes that the employee (1) presents a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) is unable to perform the duties required by the position of employment, the President shall place the employee on compulsory leave. The President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory leave, if any, which is not covered by earned leave credit shall be without pay.
- c. After expiration of one-half of the compulsory leave period, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If after reviewing the opinion and other materials relevant to the employee's illness or injury the President concludes the employee is able to return to work, the employee may return to work at the beginning of the next academic term of the University.
- d. If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University, and other materials relevant to the employee's illness or injury the President concludes an employee is unable to return to work at the end of the compulsory leave, the President may (1) extend the period of compulsory leave, or (2) request the employee's resignation or (3) if the University cannot reasonably accommodate the illness or injury, recommend termination in accordance with the procedures provided in Article 13. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 6

PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES

6.1. Assignment of Duties for Temporary Appointments

- a. The employment obligation of an annually contracted employee is composed of assigned teaching/primary duties, which will be specified in the letter of appointment and will receive a credit unit value.
- b. The assigned obligation of an annually contracted teaching professional shall be as follows:

<u>Period of Appointment</u>	<u>Range</u>
Two Semesters	18 to 24 credit units
Two Semesters plus	18 to 24 credit units plus
One Summer Session	3 credit units in summer

Credit units will be determined by the Provost in accordance with credit unit guidelines.

- c. (1) The assigned obligation of an annually contracted resource professional shall be as follows:

<u>Period of Appointment</u>	<u>Range</u>
9 months	18 to 24 credit units
10 months	24 to 30 credit units
11 months	27 to 33 credit units
12 months	30 to 36 credit units
- (2) Assignments of scheduled activities for a resource professional shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the resource professional's total assignment of primary duties.
- d. (1) The obligation of an annually contracted employee may be assigned in any combination of credit units within the ranges.
- (2) An annually contracted employee shall be provided an opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.
- e. If an annually contracted employee is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment. An appointment of an annually contracted employee with 18 or more credit units for the academic year but with 6 or fewer credit units for one semester may be considered as part-time for that semester only at the request of the employee.
- f. The assigned obligation of an employee may be on campus, off campus, or some combination thereof.

g. Faculty Accessibility

Faculty interaction with individual students, other faculty, and University staff is recognized as essential in a successful learning environment. To provide individual student access to faculty, each teaching professional shall maintain an on-campus schedule of at least four office hours per calendar week spread over at least three days or a schedule of at least five office hours per calendar week spread over at least two days during the academic year. During the summer session, each teaching professional shall maintain an on-campus schedule of at least two office hours per week of the teaching assignment. These hours shall be scheduled to allow reasonable access and shall be posted. Each teaching professional shall provide the Department Chair with a written schedule of her/his office hours. If necessary and with reasonable notice faculty are expected to be accessible to meet students, other faculty, and staff on days and times other than those of posted office hours and scheduled classes.

h. The Provost shall develop the forms to be used to record officially assigned duties and the timetable for distribution of credit unit guidelines for teaching professionals, and resource professionals, the development of course schedules, the development of unit rotation plans, and (the official assignment of duties). The Provost will review the forms and timetable with the Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by October 15 unless otherwise agreed to by the Union President and the University President.

i. Credit Units and Credit Unit Equivalencies

(1) The University's current approved credit unit guidelines, including those for resource professionals, shall continue in effect for the duration of this Agreement unless the University and the Union agree to revise or replace them. Such revision or replacement shall require the agreement of the Provost and the UPI Chapter President. A CU Guidelines Task Force will be convened no later than February 1, 2007, and shall report recommendations to the Provost and the UPI Chapter President no later than March 28, 2007. The Task Force will consist of two appointees by the Provost and two appointees by the UPI Chapter President. The agenda items of the Task Force convened to recommend updates and improvements shall include but not be limited to lab CUs, large class-size adjustments, and number of preparations within teaching assignments.

(2) (a) The Provost may assign employees to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, or service as a department student advisor as part of primary duties.

(b) The Provost may adjust the credit unit value of courses or activities in which the contact hours and credit hours are not equivalent. The Provost may also adjust the credit unit value of courses or activities based on the number of students or based on the location of the course or activity. Courses offered on an independent study or tutorial basis may be given a

credit unit value lower than the number of credit hours, as specified in the credit unit guidelines.

- (3) Credit units shall be specified by the Provost for activities assigned or adjustments made pursuant to this section. The credit unit value shall be counted toward fulfillment of the obligation specified in Article 6.1.
- (4) The Provost may grant credit units for University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Article 6.1.
- (5) If, as part of the assigned obligation, an employee is assigned to work on an externally funded grant or contract, the employee may request the Provost to exclude such work from the employee's assigned obligation specified in Article 6.1. The Provost shall review each request for exclusion individually. If the work is not excluded, the Provost shall determine the value of such work in terms of credit units or time.

j. Overload

- (1) A teaching professional or a resource professional may be requested to perform duties in excess of the top of the relevant credit unit range specified in Article 6.1.b. and 6.1.c. above or in excess of six credit units if she/he has an appointment to perform duties in a summer session or in excess of nine total credit units if she/he has an extended contract (beyond the nine-month academic year) and a summer session appointment. Excess units under this section shall be compensated at the rate specified in Article 25.12. No involuntary overload shall be assigned. Overloads of more than six credit units per academic year will require the written approval of the appropriate Dean. No faculty member may carry an overload of more than nine credit units per academic year.
- (2)
 - (a) If a teaching professional or a resource professional is absent from her/his duties, another employee may be requested or assigned to perform the absent teaching professional's or resource professional's duties. Except as specified in Article 6.1.j.(2) (b)., the assignment shall be without compensation.
 - (b) If the assignment specified in Article 6.1.j.(2) (a) is in excess of the top of the relevant credit unit range specified in Articles 6.1.b. and 6.1.c., or in excess of six credit units in a summer session and if the assignment exceeds two weeks within a semester or the pro rata equivalent of two weeks within any other academic term (exclusive of periods when classes are not in session in the case of a teaching professional), the teaching professional or resource professional shall receive compensation prorated for the period of assignment as specified in Article 25.12. beginning with the third week of the assignment.

k. Summer Session Appointments

- (1) Each academic year, the Provost shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.
- (2)
 - (a) A department's rotation list will be used to determine which, if any, department employees will be offered departmental summer session employment. Employees on terminal contracts will not be eligible for summer session employment.
 - (b) Except for special program needs, department employees shall be given priority in the award of summer session employment. In determining summer session assignments, the Department Chair shall consider in the order listed:
 - (i) Program need;
 - (ii) Faculty who are to be assigned duties for the second summer session of an approved University pre-retirement summer session assignment;
 - (iii) Faculty who are to be assigned duties for the first summer session of an approved University pre-retirement summer session assignment;
 - (iv) The department's summer session rotation list.
- (3) A department's rotation list shall ensure that tenured/tenure-track employees in the department have equal access to departmental summer session employment during a summer session, except as limited by Article 6.1.k.(4).
- (4) Tenured/tenure-track employees shall be given priority over temporary employees in the award of summer session teaching appointments. Summer courses may be offered to qualified Unit B faculty after a summer course has been offered in rotation to each Unit A faculty desiring a summer session assignment if program need permits. If additional summer courses still remain to be offered, then Unit A faculty will be offered a second course in accordance with the rotation list.
- (5) If an employee has a summer session assignment which is not assigned through the employee's department or which results from an externally funded grant or contract which the employee obtained, the assignment shall not affect the employee's position on her/his rotation roster.
- (6) Except as provided in Article 6.1.c. an employee who receives a summer session assignment shall receive a firm contract for the appointment by no later than 15 calendar days prior to the date the appointment is to begin. An additional or an alternate assignment of equivalent credit units may be made in response to

program needs. An employee who does not receive a firm contract as specified immediately above may not displace another faculty member with a summer session assignment lower on the rotation list. Department chairs will endeavor to assign courses that are less likely to be cancelled due to low enrollment to an employee higher on the summer rotation list, unless otherwise requested by an employee.

- l. The reasonableness of an official assignment or modification of an assignment, the specification of a credit unit value, or an assignment of excess duties shall be subject to Article 15, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.
- m. Distance Education
 - (1) Faculty members assigned to teach a technology-delivered course section will be provided reassigned time equal to at least half of the credit units for the assigned technology-delivered course section credit units if the assignment constitutes a new preparation for the faculty member or the first time the faculty member has been assigned to teach the course as a technology-delivered course section. In consideration of the faculty member's previous experience, or lack of experience, with distance education, the Chair may assign additional reassigned time up to the number of credit units for the assigned technology-delivered course section.
 - (2) The University retains management rights to assign workload in accordance with the provisions of this Agreement, including technology-delivered course sections.
 - (3) A faculty member's willingness to teach technology-delivered course sections shall be considered, but program need will be given higher priority.
 - (4) The following provisions apply to the assignment of technology-delivered courses:
 - (a) No faculty member shall be assigned to teach a technology-delivered course section using technology with which she or he is unfamiliar without the opportunity to be trained in the effective use of those technologies prior to the actual teaching of the course section.
 - (b) A faculty member shall be assigned to teach a technology-delivered course section using new technologies at least 105 days prior to the date on which the actual teaching of that course section is scheduled to begin, in order to provide the faculty member with adequate opportunity to prepare suitable materials.
 - (5) Faculty members assigned to teach technology-delivered course sections will receive instructional, logistical, and technical support and be assured use of appropriate equipment in good working order provided that infrastructure and data system failures beyond the control of the University shall not be subject to Article 19, Grievance Procedure.

- (6) The University will not assign technology-delivered course sections in an arbitrary and capricious manner.
- (7) For an employee assigned to teach a technology-delivered course section, a credit unit increment of 0.5 credit units will be provided for technology-delivered courses of 3.0 credit units or less or a credit unit increment of 1.0 credit units for technology-delivered courses of more than 3.0 credit units. All other credit unit increments in the credit unit guidelines also apply to technology-delivered course sections.

6.2. **Assignment of Duties for Academic Support Professionals**

a. **Definition of Assigned Obligation**

The professional obligation of academic support professionals as described in their official job descriptions includes a diversity of duties and responsibilities. The assigned duties of an academic support professional shall be reflected in an annual work plan. Each academic support professional will receive a final work plan for the next year by June 1, effective on July 1. Each assigned duty in the work plan will receive a full-time effort (FTE) percentage value.

- (1) For academic support professionals, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the academic support professional's period of appointment, as approved by the supervisor.
- (2) The assigned obligation of a part-time academic support professional shall be proportionate to her/his appointment.

b. **Annual Work Plans**

- (1) Each academic support professional and her/his supervisor shall meet annually at the time of the employee's annual evaluation to review the employee's official job description and, on the basis of the job description, to discuss a written work plan for the employee. This work plan shall identify priorities among the duties and responsibilities listed on the job description. When appropriate, it shall provide specification of assigned duties, shall state expectations about scheduling, and shall identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the written work plan and shall submit it to the Dean and the appropriate University Vice President for approval. Each academic support professional shall receive a copy of her/his approved work plan for the next year by June 1.
- (2) In an academic support professional's annual evaluation, the employee's work plan for the year under evaluation shall be the guideline for evaluating the employee's performance of the duties and responsibilities listed on her/his official job description.

c. **Modification of Official Job Descriptions**

- (1) If the appropriate University Vice President wishes to modify an employee's official job description, the supervisor shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The academic support professional may attach a statement reacting to the proposed modification and forward it to the University Vice President. The academic support professional shall receive a copy of any modification of her/his official job description.
- (2) Modifications of official job descriptions shall become effective on the date specified on the modified approved description. The employee shall receive a copy of the modified job description prior to the effective date.

d. Modification of Annual Work Plans

If during the period to which a work plan applies, a significant change occurs in the assigned duties specified on an academic support professional's annual work plan, this change shall be reflected in a written modification of the work plan. If such a change constitutes an increase in workload, the work plan shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with Article 6.2.f.

- (1) An academic support professional may request modification of her/his work plan. Such a request shall be made in writing to the employee's supervisor.
- (2) If an academic support professional's supervisor wishes to modify the employee's work plan she/he shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The academic support professional may attach a statement to the supervisor's recommendation of the proposed modification to the University Vice President. The academic support professional shall receive a copy of any approved modification of her/his work plan.
- (3) The date upon which any approved modification of an annual work plan becomes effective shall be specified in the written modification of the work plan.

e. Scheduling

Scheduling shall be flexible to accommodate the exercise of discretion necessary for the performance of professional duties, shall bear a reasonable relationship to the academic support professional's total assignment of duties, and shall be subject to the consideration of maintaining the effective operation of the department/unit.

f. Overload

- (1) With the approval of the appropriate University Vice President, a special overload project may be assigned to an academic support professional which requires the performance of duties in excess of the employee's full-time effort (FTE). It must be identified as a special project and must have a specific beginning and end.

- (2) An employee given a special overload project assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed thirty percent of the base salary the employee will receive during the special assignment period. An academic support professional on a special assignment may also have her/his normal work schedule adjusted by the appropriate University Vice President to reflect work on the special assignment.

6.3. Outside Employment

An employee's performance of professional obligations to the University as specified in Articles 6.1. and 6.2. shall be given priority over outside employment. An employee may identify herself/himself as representing the University in outside employment only when that representation is officially approved for that purpose by the University. In the absence of this approval, an employee may not identify herself/himself as representing the University.

- 6.4. The reasonableness of an official assignment or modification of an assignment, the specification of a credit unit value, or an assignment of excess duties, shall be subject to Article 15, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

6.5. Optional Two-year and Three-year Appointments for Annually Contracted Faculty

- a. Optional renewable two-year or three-year appointments may be issued individually to eligible annually contracted teaching faculty at the sole discretion of the Provost. Two-year or three-year appointments may be issued to bargaining unit employees who satisfy all the following eligibility requirements as follows:
 - (1) The employee must have a seniority number of ten or higher on the re-employment opportunities roster, as defined in Article 4.2.c.
 - (2) For a two-year appointment, the employee's two most recent evaluations must have resulted in "highly effective" or "superior" (after April 1, 2005, at least one of the two most recent evaluations must have resulted in "superior").
 - (3) For a three-year appointment, the employee's three most recent evaluations must have resulted in "highly effective" or "superior" (after April 1, 2005, at least one of the three most recent evaluations must have resulted in "superior").
- b. Two-year appointments or three-year appointments may be withdrawn by the Provost under limited conditions such as program need, new tenure-track staffing, or financial exigency. Notice of midterm withdrawal of a two-year appointment or three-year appointment must be made prior to March 15. A withdrawn assignment will terminate at the end of the academic year in which the notice of midterm withdrawal is given.

ARTICLE 7

PERSONNEL FILES

- 7.1. Each University shall maintain one official personnel file in a central location for each employee of the University. The personnel file shall contain all written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 15 of this *Agreement* and other materials pertinent to the employee's professional activities. Anonymous individual comments shall not be placed in the personnel file.
- 7.2. All written evaluations contained in the personnel file shall be signed except summary statements of student evaluations.
- 7.3. Any materials placed in an employee's personnel file shall be date-stamped at the time of placement in the file. Any written evaluation that is part of an evaluation conducted under the provisions of Article 8 and that is presented during an evaluation of an employee must be placed in the personnel file prior to the next evaluation of the employee. If such written evaluation is presented after the next evaluation process has begun, it shall be destroyed and shall not be placed in the personnel file. Only items dated within the defined evaluation period may be considered during an evaluation.
- 7.4. Except as hereinafter noted, an employee at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. An employee may not examine confidential materials submitted in connection with the employee's initial appointment.
- 7.5. An employee shall be notified when any material is placed in her/his personnel file. The employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any nonconfidential materials in the personnel file.
- 7.6. In accordance with University policies, including any records retention policy, an employee preserves the rights in Articles 7.4. and 7.5., even after ending his/her employment with the University.

ARTICLE 8

EVALUATION AND EVALUATION CRITERIA

The Board and the University are responsible for evaluating the performance of employees. The purposes of evaluation are to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, and to improve employee performance. Additionally it shall provide a basis for the University President and the Board to make personnel decisions, as appropriate. An academic support professional who has submitted a resignation or has received a termination notice contract shall not be eligible to apply for retention.

8.1. Evaluation Procedures for Annually Contracted Faculty

- a. No employee on a temporary appointment shall be evaluated until she/he has completed one full academic term of service at the University.
- b. Evaluation of employees on temporary appointments shall consist of a review of the following by the Department Chair and the Dean:
 - (1) student evaluations of all courses or other instructional activities;
 - (2) any materials required by the statement of Departmental Application of Criteria in the area of teaching/primary duties;
 - (3) any materials the employee submits as evidence of the effectiveness of her/his teaching/primary duties;
 - (4) materials in the employee's personnel file;
 - (5) additional documentation of the materials specified in (2), (3), and (4) above, as requested by the Department Chair.
- c.
 - (1) Following review of the documents, the Department Chair and the Dean shall each write an evaluation of the employee's teaching/primary duties. The evaluations shall state whether the employee's degree of effectiveness in teaching/primary duties has been unsatisfactory, satisfactory, highly effective, or superior with reference to the performance standards specified in the appropriate Departmental Application of Criteria. Evaluations of "satisfactory," "highly effective," or "superior" should include written reasons based on the performance standards. A copy of the evaluation shall be sent to the employee.
 - (2) If an employee's performance is judged unsatisfactory, the Department Chair and/or Dean, as appropriate, shall provide written reasons based on the statement of Departmental Application of Criteria.

- (3) If an employee's performance evaluation states that the employee's degree of effectiveness in teaching/performance of primary duties has been unsatisfactory or satisfactory, as opposed to highly effective or superior, the employee may, within three working days of receipt of the evaluation, submit a written request to the Department Chair for reconsideration of the evaluation by the Department Chair, including any additional information or statement that the employee wishes to be considered. Upon such written request, the Department Chair shall review the evaluation in light of the written request and shall provide the employee with a written statement of the result of the reconsideration by the Department Chair. The request for reconsideration, including any supplemental information provided by the employee in support of the request for reconsideration, along with the Department Chair's written statement, shall become a part of the employee's evaluation.
 - (4) The employee may forward the decision of the Department Chair and/or Dean for review by an Annually Contracted Faculty (ACF) Appeal Committee within five working days. The ACF appeal committee shall be composed of three bargaining unit members from Unit A and/or Unit B; one member selected by the employee, one member selected by the Department Chair, and the third by the two members selected. The ACF Appeal Committee shall submit its report to the Department Chair within 10 working days. The recommendations of the Department Chair and/or Dean and the ACF Appeal Committee, if applicable, and the materials submitted by the employee shall be forwarded to the Appropriate Vice President for final review and evaluation.
 - (5) A copy of the evaluations shall be sent to the employee. If within five working days, the employee requests a meeting with the Department Chair and the Dean to discuss the evaluation, the request shall be granted. The employee may attach a written response to the evaluation statements for inclusion in the employee's personnel file.
- d. A satisfactory evaluation of an annually contracted employee shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 4, Appointment.

8.2. **Evaluation Procedures for Academic Support Professionals**

- a. Each employee will have an approved job description and an approved annual work plan identifying priorities and performance expectations and a description of the materials and methods which will be used to evaluate the employee's performance by September 1. Any reorganization or change in supervisor will necessitate a review of the job description, work plan and description of materials and methods used to evaluate employee performance to ensure that the academic support professional understands the evaluation procedure used by her/his supervisor.
- b. The employee shall receive a copy of the approved job description and description of materials and methods which will be used to evaluate her/his performance. This description shall be reviewed annually by the employee and her/his supervisor. Any suggested modifications in the materials and methods of evaluation resulting from the annual review by the employee and her/his supervisor shall be submitted to the

University President for approval and a copy shall be provided to the employee and to the Chapter President. The University President's written response shall be sent to the employee and her/his supervisor within 15 days of receipt of the request, and a copy shall be provided to the Chapter President.

- c. Each academic support professional shall receive an annual written evaluation from her/his supervisor in accordance with the approved job description, description of materials and methods to be used in evaluating the employee's performance and annual work plan. Copies of the evaluation shall be provided to the employee and placed in the employee's personnel file. Evaluations shall also, if applicable, contain a recommendation for retention or nonretention, in accordance with the provisions of Article 9.1.d. If the employee requests a meeting with the supervisor prior to July 1 to discuss the evaluation, the request shall be granted.
- d. Materials used in evaluation shall be materials submitted by the employee, materials referred to in the employee's supporting materials requested in accordance with Article 8.1.b.(5) and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment.

ARTICLE 9

RETENTION FOR ACADEMIC SUPPORT PROFESSIONALS

- 9.1 a. Each Academic Support Professional shall be evaluated annually by her/his supervisor. The evaluation shall occur in May.
- b. An evaluation in the first year of employment shall occur in the sixth month of employment.
- c. Regardless of the date of initial appointment, the calculation of years of employment of Academic Support Professionals will be based on a year of July 1 through June 30, provided, however, that:
- (1) an Academic Support Professional hired between July and December 31 will enter her/his second year of service on the first July 1 of her/his service at the University; and
 - (2) an Academic Support Professional hired between January 1 and June 30 will not enter her/his second year of service until the second July 1 of her/his service at the University; and that
 - (3) up to two consecutive years of full-time employment at the University contiguous to entering the bargaining unit position at the University shall count as years of service toward a two-year appointment in an academic support professional position in the bargaining unit. An academic support professional who elects to count previous years of service at the University toward a two-year appointment must notify the appropriate Vice President in writing by April 15 of the first year of full-time employment in the bargaining unit.
 - (4) an employee may request that up to two years of full-time employment at the University in the five years prior to initial employment in the current bargaining unit position may be counted as years of service toward a two-year appointment in an academic support professional position in the bargaining unit. The employee must submit this request to the Provost in writing by April 15 of the first year of full-time employment in the bargaining unit. The Provost will determine on the basis of the request if these years of service are applicable to the current position or if there were extenuating circumstances that led to the break in service. The Provost's decision as to whether the request shall be granted is not grievable.
 - (5) no more than two total years of previous experience may be applied toward a two-year appointment under sections (3) and (4).
- d. In the employee's first, second, third, fourth, sixth, and eighth year of employment, and in each fourth year of employment thereafter in an academic support professional position in the bargaining unit, the employee's annual evaluation shall include a recommendation for or against retention. An employee in the fourth and sixth year of service in an

academic support professional position in the bargaining unit receiving a recommendation for retention shall receive a two year appointment. An employee in the eighth and each subsequent fourth year of service in an academic support professional position in the bargaining unit who has been recommended for retention shall receive a four-year appointment.

- e. An Academic Support Professional may be recommended for non-retention because of program need or unsatisfactory performance of assigned duties. If the employee requests a meeting with the supervisor to discuss the recommendation, the request shall be granted.
 - f. Each retention recommendation shall be reviewed by the appropriate Dean/Director, if any. The appropriate Dean/Director, if any, shall submit a written retention recommendation for consideration to the appropriate University Vice President. The appropriate University Vice President shall review these recommendations with the University President. By June 15 the University President shall notify the employee in writing of her/his decision regarding retention, and, if the decision is negative, shall provide written reasons based on the reasons specified in Article 9.1.e., as applicable. The employee's official job description and the approved statement of methods and materials of evaluation specified in Article 8.2. and the annual work plan shall be utilized in evaluation.
 - g. Notice of non-retention shall be as follows:
 - (1) In the first year of service in an academic support professional position in the bargaining unit, not later than three months prior to the termination date specified in the notice.
 - (2) In the second, third, and fourth years of service in an academic support professional position in the bargaining unit, not later than six months prior to the termination date specified in the notice.
 - (3) If an Academic Support Professional on a two-year appointment or a four-year appointment receives notice of non-retention, she/he shall receive at least nine months of employment after the notice of non-retention is received.
- 9.2.
- a. Academic Support Professionals who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of non-retention as specified in Article 9.1.g. if the funding for their position is reduced or eliminated. If such funding is reduced or eliminated, the supervisor shall notify the employee within five working days. If the funding is continued and annual evaluation results in a recommendation not to retain an employee, the recommendation of non-retention must be based upon the reasons specified in Article 9.1.f., and the employee must be given notice in accordance with Article 9.1.g.
 - b. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for an academic support professional whose position is eliminated because of a reduction in or elimination of funds.

- c. If, within three years, the funding source reduction or elimination which resulted in the elimination of an academic support professional's position is restored to the University, the non-retained employee shall be offered re-employment in the restored position if the employee's final evaluation was satisfactory. The employee shall be responsible for providing the University with her/his current address during this three-year period.

ARTICLE 10

PERFORMANCE-BASED INCREASE AND MERIT

10.1. Purpose

Performance-based increases (PBI) and merit increases are granted when the performance of an academic support professional meets or exceeds specified criteria above and beyond the requirements for retention. Any PBIs and merit increases for annually contracted faculty members are provided with no implication or guarantee for continued employment or implication that research and service are assigned duties for annually contracted employees. Merit recommendations shall accompany annual evaluations; the supervisor shall indicate if merit is recommended, regardless of whether funding for merit increases is available. Recommendations for performance-based increases are based on evidence documenting performance in the aggregate over a four-year period.

10.2. Schedule

- a. For academic support professionals, recommendations for merit increases will accompany annual evaluations, conducted in May of each year, according to the provisions of Article 8. Review of materials submitted for performance-based increases will occur in May of each year according to the published University Schedule for Personnel Actions. The employee shall receive written notification of the appropriate Dean's or Vice President's recommendation no later than June 15.
- b. For annually contracted faculty, recommendations for merit, if any, will accompany annual evaluations, and recommendations for PBI will be made in accordance with the Schedule for Personnel Actions.

10.3. Eligibility

- a. Academic support professionals and annually contracted faculty are eligible for merit recommendations every year of their employment.
- b. An academic support professional is eligible to apply for a performance-based increase in the first year of his/her evaluation for two-year retention and every four years thereafter. Additionally, an employee must have received merit recommendations three out of the four years of the evaluation period. An employee may not receive a performance-based increase more than once every four years.
- c. An annually contracted faculty member is first eligible to apply for a PBI after four years of employment in the bargaining unit as an annually contracted faculty member and after every four years of employment in the bargaining unit as an annually contracted faculty member thereafter.

- d. The evaluation period for a performance-based increase shall be the preceding four years in the bargaining unit. Time spent on leave without salary or retraining leave shall not count toward eligibility for a performance-based increase.

10.4. **Criteria**

- a. **Academic Support Professionals – Merit Increases**

The employee must document evidence of genuine commitment to her/his profession and assigned duties for the appointment year. The materials submitted must include constituent evaluations and must document high quality or superior performance of duties described in the annual work plan and in any special assignment. In addition, materials submitted must document one or more of the following:

- (1) professional development, including but not limited to workshops, classes, and professional organizations;
- (2) service and support, including but not restricted to activities contributing to the overall mission of the University;
- (3) initiative, including work toward improving the quality of programs and services.

- b. **Annually Contracted Faculty – Merit Increases**

For annually contracted faculty, a merit increase shall be granted to each eligible employee who received an evaluation of "highly effective" or "superior" in the previous academic year.

- c. **Academic Support Professionals - Performance-based Increases**

The employee must document evidence of genuine commitment to her/his profession and assigned duties in the aggregate for the evaluation period. The materials submitted must include constituent evaluations and must document superior performance of duties described in the annual work plans and in any special assignments. In addition, materials submitted must document two or more of the following:

- (1) professional development, including but not limited to workshops, classes and professional organizations;
- (2) service and support, including activities contributing to the overall mission of the University;
- (3) initiative, including work toward improving the quality of programs and services.

- d. **Annually Contracted Faculty – Performance-based Increases**

An employee must document evidence of superior performance in teaching/primary duties, in the aggregate, in accordance with the relevant Departmental Application of Criteria. Performance in the foregoing may be supplemented by contributions to the University that are in addition to those contractually required.

10.5. Procedures

a. Academic Support Professionals

All evaluations of employees for merit or performance-based increases shall be based on approved work plans and on considerations specified in Article 10.4. and on the materials referred to in Articles 10.5.a.

(1) Merit Increase

- (a) Materials to support merit recommendations shall be submitted with materials provided for the annual evaluation of the employee, in accordance with Articles 8.2.c., 8.2.d., and 9.1.
- (b) Review for merit increases will be conducted according to the criteria in Article 10.4.a. by the immediate supervisor and will accompany the annual evaluation.

(2) Performance-based Increase

An employee shall be awarded a PBI if the employee has received four consecutive “superior” annual evaluations in accordance with the criteria in Article 10.4.c. or has been recommended for a PBI on the basis of the evaluation of a portfolio submitted by the date specified in the University Schedule for Personnel Actions. The portfolio shall contain evaluation materials in accordance with established University policy.

Academic Support Professional employees who meet one of the following will be deemed to have received four consecutive “superior” evaluations:

- (a) for 2006-2007, a “superior” evaluation in 2006-2007 and merit recommendations in the three immediately preceding years;
- (b) for 2007-2008, “superior” evaluations in 2006-2007 and 2007-2008 and merit recommendations in 2004-2005 and 2005-2006;
- (c) for 2008-2009, “superior” evaluations in 2006-2007, 2007-2008, and 2008-2009 and a merit recommendation 2005-2006.

The section immediately below applies only to those academic support professionals who have not received four consecutive “superior” annual evaluations or the equivalent as specified in 10.5.a.(2)(a), 10.5.a.(2)(b), or 10.5.a.(2)(c) and who are otherwise eligible to apply for a performance-based increase.

- (d) By a date to be specified in the University Schedule of Personnel Actions, the employee must notify the Provost in writing of her/his intention to apply for a performance-based increase and must submit a

portfolio containing materials in accordance with her/his annual work plans and Article 10.4 above. The portfolio shall be prepared in accordance with established University procedures. The employee is responsible for providing a detailed table of contents according to the procedures developed by the Provost for adequate security.

- (e) Materials used in the process of evaluation of an employee for a performance-based increase shall be materials included in the portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment.
- (f) After the beginning of the review process, the employee may not add materials to the portfolio unless additional documentation has been requested by the supervisor, the PBI Committee, or by the appropriate Dean or Vice President, or unless the material is submitted as part of a reconsideration process, or unless the material was not available prior to the beginning of the review process.
- (g) During the PBI review process, reviewers may not add materials to or remove materials from the portfolio; however, reviewers may request that an employee provide additional documentation of statements or materials in his/her portfolio.
- (h) A copy of the PBI recommendation made at each step of the review process shall be added to the portfolio. A copy of any reconsideration decision shall also be included in the portfolio. A copy of the Dean's or Vice President's final recommendation for a performance-based increase shall be placed in the employee's personnel file.
- (i) A copy of any written PBI review placed in an employee's portfolio or personnel file shall be provided to the employee.

(3) Reviewers for Performance-based Increases

- (a) The immediate supervisor shall prepare a written PBI recommendation for each eligible employee. The written recommendation shall be supported by written reasons based on the criteria specified in Article 10.4.c., annual work plans, and materials as specified in Article 10.5.a.(2). The immediate supervisor shall provide each employee considered for a performance-based increase with a copy of his/her PBI recommendation and reasons.
- (b) The Provost shall present all PBI portfolios, recommendations and supporting reasons to the PBI Committee pursuant to Article 10.6. The PBI Committee shall submit a written PBI recommendation for each eligible employee to the Provost to forward to the appropriate Dean or Vice President. Negative recommendations shall be supported with written reasons based on criteria specified in Article 10.4.c., annual work

plans, and materials as specified in Article 10.5.a.(2). A copy of the PBI Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the PBI Committee makes a negative recommendation, the employee may submit a written request for a reconsideration to the PBI Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the PBI Committee shall provide the employee with a written statement of the result of the reconsideration.

- (d) The decision on whether an eligible employee shall receive a performance-based increase rests with the appropriate Dean or Vice President, meaning the next higher supervisory person above the immediate supervisor. The appropriate Dean or Vice President shall review the PBI portfolio, PBI recommendations, and supporting reasons submitted for each eligible employee. The appropriate Dean or Vice President shall provide each eligible employee considered for a performance-based increase with a written decision by June 15. A negative decision shall be supported with written reasons, based on criteria specified in Article 10.4.c., annual work plans, and materials as specified in Article 10.5.a.(2). Copies of documents relative to the negative decision for PBI will be placed in the employee's personnel file.
- (e) The number of employees who have received performance-based increases shall not be grounds for denial of a performance-based increase to an eligible employee who has otherwise satisfied the criteria specified in Article 10.4.c.

b. Annually Contracted Faculty

(1) Merit Increase

- (a) Materials to support merit recommendations shall be the materials submitted for annual evaluation of the employee as specified in Article 8.1.
- (b) Review for merit increases will be in accordance with the criteria in article 10.4.b.

(2) Performance-based Increase

An employee shall be awarded a PBI if the employee has received four consecutive “superior” annual evaluations OR has been recommended for a PBI on the basis of the evaluation of a portfolio submitted by the date specified in the University Schedule of Personnel Actions. The portfolio shall contain evaluation materials in accordance with established University policy and the statement of Departmental Application of Criteria.

- (a) For adequate security, the employee is responsible for providing a detailed table of contents according to guidelines developed by the Provost.

- (b) Materials used in the process of evaluation of an employee for a performance-based increase shall be materials included in the portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment.
- (c) After the beginning of the review process, the employee may not add materials to the portfolio unless additional documentation has been requested by the Chair, the Dean, the Provost, or the PBI Committee, or unless the material is submitted as part of a reconsideration process, or unless the material was not available prior to the beginning of the review process.
- (d) During the PBI review process, reviewers may not add materials to or remove materials from the portfolio; however, reviewers may request that an employee provide additional documentation of statements or materials in his/her portfolio.
- (e) A copy of the PBI recommendation made at each step of the review process shall be added to the portfolio. A copy of any reconsideration decision shall also be included in the portfolio. A copy of the final recommendation and decision for a performance-based increase shall be placed in the employee's personnel file.
- (f) A copy of any written PBI evaluation placed in an employee's portfolio shall be provided to the employee.
- (g) The Department Chair shall prepare a written PBI recommendation for each eligible applicant with reasons based on the contractual evaluation criteria and the relevant Departmental Application of Criteria. A copy of this evaluation shall be provided to each applicant for a PBI.
- (h) Should the recommendation be negative, an applicant may submit a written request for reconsideration to the Department Chair within three days of receipt of the chair's written recommendation.
- (i) A subsequent written recommendation from the chair shall be provided to the applicant within three working days and this also shall become part of the portfolio.
- (j) The applicant may withdraw a request for consideration for a PBI within two working days of receipt of the result of the chair's reconsideration.
- (k) The appropriate dean will review the PBI evaluation portfolios and the chairs' written recommendations and provide a written PBI recommendation for each employee to the Provost. Negative recommendations shall include reasons based on the contractual evaluation criteria and the relevant Departmental Application of Criteria.

A copy of this evaluation shall be provided to each applicant for a PBI.

- (l) The Provost will provide the portfolios, including the chairs' and deans' recommendations to the ACF PBI Committee. This committee will provide written PBI recommendations to the Provost. Negative recommendations shall include reasons based on the contractual evaluation criteria and the relevant Departmental Application of Criteria. Positive recommendations should include a rationale based on contractual evaluation criteria and the relevant Departmental Application of Criteria. A copy of the ACF PBI Committee's recommendation shall be provided to the applicant.
- (m) Should the recommendation be negative, an applicant may submit a written request for reconsideration to the ACF PBI Committee within three days of receipt of the Committee's written recommendation.
- (n) A subsequent written recommendation from the Committee shall be provided to the applicant and Provost within three working days.
- (o) The Provost and the University President shall review all specified materials and recommendations and render a decision. Negative decisions shall include reasons based on the contractual evaluation criteria and the relevant Departmental Application of Criteria.

10.6. **PBI Committee**

For academic support professionals, the University shall have a PBI Committee composed of academic support professionals on a two-year or four-year retention cycle. The only role of the PBI Committee shall be to provide recommendations concerning performance-based increases in accordance with Article 10.5.a.(3)(b).

- a. The PBI Committee shall be composed of three academic support professionals, two members representing the Academic Affairs area and one member representing the Student Affairs area.
- b. Terms on the PBI Committee shall be two years and shall be staggered.
- c. The initial composition of the PBI Committee shall be determined as follows: either the University President or the Chapter President (as determined by a flip of a coin) shall appoint an academic support professional from Academic Affairs to serve a two-year term on the PBI Committee. The other party shall then appoint an academic support professional from Student Affairs to serve a two-year term and an academic support professional from Academic Affairs to serve a one-year term. Subsequently, as PBI Committee members' terms expire, each vacancy shall be filled from the same area and the responsibility for appointing that area's representative shall alternate between the University President and the Chapter President. As needed, alternates may be appointed by the original appointing authority to finish a term; at the conclusion of the term, the appointment authority changes as scheduled.

For annually contracted faculty the University shall have a PBI Committee that

- (d) Consists of three faculty members from Unit B who have at least five years of Unit B service.
- (e) Terms will be two years arranged on a staggered basis.
- (f) The initial composition of the ACF PBI Committee shall be determined as follows: Either the University President or the Chapter President (as determined by a flip of a coin) shall appoint an ACF to serve a two-year term on the PBI Committee. The other party shall then appoint an ACF to serve a two-year term and an ACF to serve a one-year term. Subsequently, as PBI Committee members' terms expire, each vacancy shall be filled and the responsibility for appointing a replacement shall alternate between the University President and the Chapter President. As needed, alternates may be appointed by the original appointing authority to finish a term; at the conclusion of the term, the appointment authority changes as scheduled. To address conflicts of interest, ACFs appointed to the PBI Committee are not eligible to apply for a PBI during the term of their appointment.

ARTICLE 11

TRANSFER

This article applies to Academic Support Professionals.

- 11.1. The University may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need. Where applicable an employee's eligibility for leave without salary or eligibility for the compensable fringe benefits specified in Article 24 shall not be affected by transfer resulting from reorganization or program needs.
- 11.2. In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving unit shall be consulted by the University President to determine unit program needs and the qualification necessary for any employee to transfer into the unit. The unit's response to the President's announcement of anticipated transfer shall be in writing. If the unit's response indicates that either program needs or the qualifications of the employee to be transferred indicated that such a transfer is not appropriate at present, the President shall indicate her/his decision in writing to the unit. Following notification by the President, the unit shall have 25 working days to respond prior to the transfer determination. The Chapter President shall be notified of these consultations.
- 11.3. An employee may, through her/his supervisor and, as applicable, Dean/Director, submit a request to the University President for transfer from one unit to another within the University, and within the same bargaining unit. The University President shall review the request with the members of the receiving unit. Within 90 days of submission of her/his request to the unit supervisor, the employee shall receive written notification in writing of the University President's decision. If the University President grants the request, the employee shall be transferred.
- 11.4. With the consent of the employee, the University may reassign an employee from a bargaining unit to a position outside the bargaining unit. If the employee is subsequently reassigned to a position in a bargaining unit in the unit in which her/his appointment was formerly located, the employee's salary shall be no less than it would have been as a result of nondiscretionary increases if the employee had remained in the bargaining unit.

ARTICLE 12

DEPARTMENT/UNIT REORGANIZATION

This article applies to Academic Support Professionals.

- 12.1. An Academic Support Professional who has been transferred to a new department/unit as a result of reorganization shall meet with her/his supervisor no later than 15 days after the effective date of the reorganization to develop a description of the materials and methods which will be used to evaluate the employee's performance.
- 12.2. When a Dean submits to the Provost plans to reorganize a department structure by combining or separating elements of the existing structure, the Provost shall notify the Union Chapter President and the Academic Support Professionals of the department(s) or unit to be reorganized that the plans are available for review in the main University Library and on the University's web site. The plans must include a description of the means by which the Academic Support Professionals of the department(s) or unit to be reorganized were consulted during the planning process. The Chapter President and the Academic Support Professionals of the department(s) or unit to be reorganized shall have 60 days from the date of the Provost's notice to respond in writing.
- 12.3. An employee's years of service, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 24 shall not be affected by a reorganization which results in the employee's transfer from one position to another within the bargaining unit.

ARTICLE 13

SANCTIONS AND TERMINATION

13.1. Sanctions

- a. A sanction is an official University action imposed solely for the purpose of changing the behavior of an employee who is in violation of his/her employment obligations. Sanctions include but are not limited to official letters of reprimand from the University President and suspension from duties without pay.
- b. Sanctions may be imposed on an employee for violation of employment obligations contained in this *Agreement* or in Board and University policies, rules, and regulations. The University shall make readily available the applicable policies, rules, and regulations to all employees and supervisors, and the location of these documents shall be noted in the University Newsletter and the Schedule for Personnel Actions. No employee shall be sanctioned for a violation of these policies, rules, and regulations until they are made available and their location announced to all employees and supervisors.
- c. Prior to any sanction being imposed on an employee, the University President or her/his designee shall hold at least one meeting with the employee to notify the employee that a sanction is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee.
- d. If the matter is not resolved by the meeting, the University President shall send the employee written notice of the sanction, including a statement of the reasons for the sanction.
- e. If the proposed sanction is other than a written reprimand or costs the employee more than the equivalent of two days' pay, the employee shall have the right, at his/her request, to a hearing. The hearing shall be conducted by a panel consisting of three members. Two members shall be either academic support professionals on a two-year retention cycle or annually contracted faculty on the re-employment roster, one chosen by the employee and one by the University President. The third person shall be the tenured faculty member of the Unit A Sanctions and Termination Hearing Committee remaining after the employee and the University President have each excused two members of the five member panel without explanation. This person shall be chair of the panel. If an employee has requested a hearing and the panel is not selected within five working days, then the University President, in consultation with the Chapter President, shall select the members of the panel.
- f. A suspension from duties with pay may be imposed before a hearing if, in the judgment of the University President, an immediate threat to health and safety exists. The burden of

proof in such instances shall reside with the University, and the University retains the right to impose a sanction.

- g. The panel shall review in executive session the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.
- h. The committee shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. The University will offer appropriate released time to employees serving on the committee. A hearing on a proposed sanction shall not exceed 30 working days, commencing with the first day of formal hearings. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter. The panel will report its findings within five working days of the end of the hearing.
- i. A record of any sanction imposed on an employee shall be placed in the employee's personnel file.
- j. Official sanctions may be issued only by the University President or her/his designee.
- k. No sanctions shall be imposed upon employees except in accordance with the provisions of Article 13.

13.2. **Termination or Dismissal**

Termination of an academic support professional appointment before the end of the specified term of employment may be effected for adequate cause. Dismissal of an annually contracted faculty member and removal from re-employment rosters may be effected for adequate cause other than unsatisfactory performance of teaching/primary duties. [For unsatisfactory performance of teaching/primary duties, see Article 8.1.]

- a. (1) Prior to service of a notice of intent to seek termination or dismissal, the University President shall, when practicable, hold at least one meeting with an employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. The Union Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee. If such a meeting is not practicable, the University President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return receipt requested, addressed to the employee's last known address to offer the employee the opportunity to propose remedial actions by the employee or to discuss settlement. The Chapter President shall be informed of this attempt to communicate with the employee.
- (2) Prior to such a meeting or attempted communication, the University President shall provide the employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.

- (3) Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the University President or the employee notifies the other in writing of her/his belief that further meetings will not be productive.
 - (4) No later than six months from the date of the first meeting or communication under Article 13.2.a.(1) (a time limitation which may be extended by written agreement of the parties) the University President shall provide the employee in writing one of the following:
 - (a) a statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or
 - (b) a statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or
 - (c) specifications of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or
 - (d) the terms upon which the matter is to be settled; or
 - (e) a notice of intent to seek termination or dismissal.
- b. If the University President serves a notice of intent to seek termination or dismissal, the following procedure shall apply:
- (1) A termination or dismissal proceeding shall be initiated by the University President serving notice of intent to seek termination or dismissal including a statement of reasons for termination or dismissal of the employee by registered or certified mail, return receipt requested, addressed to the employee's last known address with a copy to the Union. Such mailing of the notice or other documents under this Article shall constitute service.
 - (2) An academic support professional served with a notice of termination or an annually contracted faculty member served with a notice of dismissal shall have the right to a formal hearing. Upon the service of a notice of termination or dismissal, the employee has 10 working days to deliver to the University President a written request for a formal hearing. If at the end of the 10 working days no such written request has been received by the University President, no formal hearing shall be required.

The hearing panel shall consist of five members selected as follows: The employee and the University President shall each excuse one member of the Unit A Sanctions and Termination Hearing Committee without explanation, with the

remaining three members to serve on the hearing panel. The employee and the University President each shall name one additional person from those academic support professionals on two-year retention cycles or annually contracted faculty on primary rosters, to serve on the panel, neither of whom may chair the hearing panel. The five members shall elect the chair of the panel from among the three serving members of the Unit A Sanctions and Termination Hearing Committee. If an employee has requested a hearing and the panel is not selected within 10 working days, then the University President, in consultation with the Chapter President, shall select the members of the panel.

- (3) An employee served notice of intent to seek termination or dismissal who timely requests a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 20 working days prior to commencement of the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of her/his choice. When practicable, the employee shall be present, but such presence is not required for the proceeding to go forward.
- (4) The University shall ensure that a verbatim record of the hearing will be taken and a typewritten copy will be provided to the employee. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.
- (5) The committee shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. The Board will offer appropriate released time to employees serving on the committee. A termination or dismissal hearing shall not exceed 60 working days commencing with the first day of formal hearings. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The findings and recommendations of the Hearing Committee shall be reduced to writing and served on the employee and the University President within 20 working days after the conclusion of the hearing. If the Hearing Committee concludes that adequate cause has not been established by the evidence in the record, it will so report to the University President. If the University President rejects the report, she/he shall state in writing the reasons for doing so to the Hearing Committee and the employee and provide 14 days for delivery of a written response. If the Hearing Committee concludes that adequate cause for termination or dismissal has been established, it will so recommend in writing, with supporting reasons to the University President. If the Hearing Committee concludes that adequate cause for a sanction less than termination or dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President.
- (6) The recommendation of the University President, along with that of the Hearing Committee should it not concur with the President, shall be delivered to the Board for final action.

- (7) If the employee does not request a hearing in accordance with 13.2.b.(2) or if a Hearing Committee fails to provide its findings and recommendations within 20 work days after conclusion of the hearing, the University President shall submit her/his recommendation to the Board for final action.
- (8) An employee terminated or dismissed for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.
- (9) An employee served with notice of termination or dismissal may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in her/his appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to her/his appointed position.
- (10) A record of any disciplinary action taken against an employee shall be placed in the employee's official personnel file.

13.3. All actions imposed upon employees pursuant to this Article are subject to Article 15, Grievance Procedure.

ARTICLE 14

LAYOFFS AND RECALL PROCEDURES

- 14.1. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide. Failure to re-employ an annually contracted faculty member shall not be deemed to be a layoff.
- 14.2. If the Board decides it is necessary to lay off employees in accordance with Article 14.1., the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences. The layoff of employees in the level of organization as determined by the Board to which the layoff applies shall be in the order listed below:
- a. Temporary and part-time employees;
 - b. Full-time employees on probationary appointment, but without tenure;
 - c. Tenured employees.
- 14.3. a. Prior to the effective date of the layoff of any employee, the University and the Board shall review the possibility of:
- (1) an assignment with duties in more than one unit;
 - (2) part-time employment;
 - (3) transfer to another unit or position pursuant to Article 11;
 - (4) retraining pursuant to Article 24.
- The results of these efforts shall be made known to the employee. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits. The employee shall be informed of the locations of University employment postings. Until the effective date of the layoff, the University shall provide access to the University Placement Service for assistance in locating other equivalent employment outside the University. Nothing in this article shall be contravention of Article 17.3. or University policy.
- b. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the Dean to establish:
- (1) the description of the employee's position at the time she/he was given notice of layoff;

- (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience.
- 14.4. An academic support professional shall be given the same notice in the event of a layoff as would be given in the event of nonrenewal of her/his appointment. Notice requirements shall not apply in cases of extreme and immediate financial exigency.
- 14.5. a. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered re-employment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.
- b. During the three-year period specified in Article 14.5.a., a laid-off employee has the right to apply for employment at the University for which he/she may be qualified. If the employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the employee is not offered re-employment, her/his name shall remain on the layoff list for the remainder of the period specified in Article 14.5.a.
- c. An employee who held a tenured position on the date of layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. An employee who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.
- 14.6. An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1. Purpose

The Board and the Union encourage open communication and endorse the informal resolution of grievances and agree that, insofar as possible, problems should be resolved before the filing of a grievance. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances related to the terms and conditions of this *Agreement*. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of employees.

15.2. Definitions

- a. The term “grievance” shall mean a dispute concerning the interpretation or application of a specific term or provision of this *Agreement*, subject to those exclusions appearing in other Articles of this *Agreement*.
- b. The term “grievant” shall mean an employee or group of employees in a dispute over a term or provision of this *Agreement* as it relates to them, or the Union in a dispute over a term or provision of this *Agreement* as it relates to the Union as an organization.

15.3. Representation

The Union may, with the consent of the employee, represent an employee in a grievance filed under this Article. An employee may also represent herself or himself in a grievance. If an employee chooses to represent herself or himself, she or he shall so inform the Chapter Grievance Representative and the University Grievance Officer at the time of filing; in so doing, the grievant retains the right to request Union representation at any stage of the grievance process. However, once a grievant chooses Union representation, then the Union is the sole representative of the grievant throughout the remainder of the grievance process. No resolution of any individually processed grievance shall be inconsistent with the terms of this *Agreement*, and for this purpose the Union shall have the right to have an observer present at all meetings called for the purpose of discussing grievances. The Chapter Grievance Representative or his/her designee shall be notified at least 24 hours in advance of any such meeting.

15.4. Grievance Representatives

Within 30 working days after the execution of this *Agreement*, the Union shall furnish the Provost with a list of all persons authorized to act as the Chapter and UPI Local Grievance Representatives and shall update the list as changes occur. The designated Chapter Grievance Representative shall be an employee of the University and shall have the responsibility to meet classes, office hours, and other assigned duties and responsibilities. If the responsibilities of the Chapter Grievance Representative require rescheduling of the representative's University duties, the representative may, with the approval of the Provost, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld. The

provisions of Article 15.4. shall also apply to the UPI Local Grievance Representative if he or she is an employee of the University.

15.5. Appearances

If it is necessary for an employee to participate in a grievance or arbitration proceeding during working hours, the employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the employee shall make arrangements acceptable to the Provost for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld.

15.6. Grievance Forms

All grievances and requests for review must be submitted in writing on forms as attached to this *Agreement* as Appendices B and C, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is a difficulty in meeting any time limit in cases where the Union represents an employee, the Union representative may sign such documents for the grievant and later file a copy signed by the grievant.

15.7. Compliance with Procedure

All grievances must be filed in accordance with the procedures in this Article. The Board shall be under no obligation to process or consider a grievance which is not filed in accordance with the procedures of this Article.

15.8. Procedure for Handling Grievances

a. Step 1 – Discussion

- (1) Following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later, the aggrieved member shall discuss the grievance with his/her immediate administrator, identifying it as a grievance, either with or without a representative of the UPI, at the grievant's(s') election. The employee and the immediate administrator will attempt to achieve an informal resolution.

b. Step 2 – Written Grievance

- (1) If the matter is not resolved in Step 1, a written grievance shall be filed with the University President within 30 working days following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. At the time a grievance is initiated, the Chapter Grievance Representative and the University Grievance Officer will attempt to achieve an informal resolution.
- (2) The University Grievance Officer will, within 10 working days of the filing of the grievance, contact the grievant, the Chapter Grievance Representative, and other affected parties to schedule meetings and other appropriate action. The University Grievance Officer, the Chapter Grievance Representative, the

grievant, and appropriate others will attempt to resolve the issue within 30 working days. Once the grievance has been filed, the grievant shall have the right upon request to a copy of any existing, identifiable documents in the possession of the University that refer to the action(s) being grieved. The grievant may not request any documents related to personnel matters concerning another employee. During this time, including any extensions which have been granted in accordance with Article 15.8.b.(3), the University Grievance Officer may make a written offer to resolve the grievance, and the grievant shall have 10 working days in which to accept or reject, in writing, the written offer.

- (3) The grievant may, for the purpose of seeking informal resolution of the grievance, request an extension of an additional 30 working days. Upon the grievant's written request, this 30-day extension will be granted unless to do so would impede the resolution of the grievance. The grievant may terminate the informal resolution process at any time by giving written notice to the University President and the University Grievance Officer, requesting that the grievance proceed to a grievance conference.
- (4) If the grievant does not terminate the informal resolution process early, in accordance with 15.8.b.(3), and requests a grievance conference in accordance with Article 15.8.b.(3), then the informal resolution process shall be considered as concluded when the 30-day period described in Article 15.8.b.(2), plus any extension granted in Article 15.8.ba.(3), has expired. If the grievant accepts the outcome of the informal resolution process, the grievant will agree to withdraw the grievance without recourse to further steps described in Article 15. If the grievant is not satisfied with the outcome of the informal resolution process, the Union, or the grievant, if the grievant is representing herself/himself, may, within 10 working days of the conclusion of the informal resolution process, give written notice to the University President and the University Grievance Officer, requesting that the grievance proceed to a grievance conference.

c. Step 3 – Grievance Conference

- (1) If the grievance proceeds to a grievance conference, the University Grievance Officer and the UPI Chapter Grievance Representative (or the grievant if the grievant is representing himself/herself) shall jointly prepare a report of fact-finding related to the grievance. If the University Grievance Officer and the UPI Chapter Grievance Representative (or the grievant if the grievant is representing himself/herself) cannot agree on a single report of fact-finding, the University Grievance Officer shall prepare a report of fact-finding. The report(s) shall also include a description of the efforts of the informal grievance resolution process. Copies of documents referred to in the report(s) shall be attached to the report(s). Copies of the report(s) shall be provided to the Chapter Grievance Representative (or to the grievant if the grievant is representing himself/herself) not less than three working days prior to the grievance conference.
- (2) The University Grievance Officer and the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) shall convene the grievance conference within 30 working days of the written request for the grievance to proceed to a grievance

conference. A UPI Local Grievance Representative may assist or substitute for the Chapter Grievance Representative at the request of UPI (hereinafter Union Grievance Representative). The grievant may be present at the grievance conference. At the grievance conference, the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) and the University Grievance Officer will review the fact-finding report(s) and present and review related information in a further effort to resolve the grievance.

- (3) If the grievance conference does not result in a resolution within 15 days, and the University Grievance Officer and the Union Grievance Representative (or the grievant if the grievant is representing himself/herself) do not mutually agree to seek mediation (which is optional), the grievance may proceed to arbitration. If a resolution of the grievance is arrived at by the University Grievance Officer and a grievant representing himself/herself at grievance step 2 or grievance step 3, the UPI Chapter Grievance Representative and the UPI Chapter President must approve the proposed resolution prior to it being finalized. If a resolution has not been finalized 15 days after the grievance conference, or 15 days after the last agreed upon mediation session, whichever is later, the grievance conference process shall be deemed to have expired.

d. Proceeding to Arbitration

If the grievance is not satisfactorily resolved in the grievance conference process, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the University President within 30 working days after expiration of the grievance conference process and shall be signed by the grievant and the UPI Local President. No later than 30 working days after filing a written notice of intent to arbitrate, the Union and the University will select an arbitrator and date for the arbitration hearing. The arbitration hearing will take place no later than six months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the Board. Only those acts or omissions and terms or provisions of the *Agreement* identified during the grievance conference described in Article 15.8.c. may be considered at arbitration.

e. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant, or by the Union representative, at any time prior to the arbitrator rendering a decision.

15.9. Arbitration Procedure

a. Selection of an Arbitrator

The selection of an arbitrator will be governed by Illinois Education Labor Relations Board guidelines or, if necessary, the normal American Arbitration Association procedures for selection of an arbitrator.

b. Authority of the Arbitrator

- (1) The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this *Agreement*. Arbitration shall be confined solely to the application and/or interpretation of this *Agreement* and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- (2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute her/his judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this *Agreement*. If the arbitrator determines that the *Agreement* has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at the time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

d. Conduct of Hearing

The arbitrator shall hold the hearing in the city where the grievant is employed unless otherwise agreed to by the parties. The hearing shall commence within 21 working days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 30 working days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. Except as modified by the provisions of this

Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

e. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the Board, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this *Agreement*.

f. Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

15.10. Miscellaneous Provisions

a. Settlement Implementation

All formal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University and the Chapter President.

b. Time Limits

All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University President and the Chapter President. Upon failure of the University to provide a decision within the time limits provided in this Article, the Union may proceed to the next step. Upon the failure of the Union to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

c. Notification

All grievances, request for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice or decision, the date of receipt shall be determinative.

d. Precedent

No complaint informally resolved or grievance resolved under Articles 15.8.a., 15.8.b., and 15.8.c. shall constitute a precedent for any purpose unless agreed to in writing by the University and the Union President.

e. Retroactivity

An arbitrator's award may be retroactive as the equities of a case may demand, but in no case shall an award, including an award of back salary, be retroactive to a date earlier than 30 working days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

f. Processing

The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the University's actions which are challenged in the grievance. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

g. Reprisal

No reprisal of any kind will be made by the Board or Union against any grievant, witness, or other participant in the grievance procedure by reason of such participation.

h. Records

All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or witness, except decisions resulting from arbitration or settlement.

ARTICLE 16

UNION RIGHTS

16.1. Use of Facilities

- a. Subject to and in accordance with University policies on the use and scheduling of physical facilities, including payment of charges established by the University for the use of such facilities, the Union may use the physical facilities of a University, except for student residential facilities.
- b. The Union may use services of a University in accordance with University policies on the use of such services, including payment of charges established by the University.

16.2. Provisions of Materials

Prior to each regular or special meeting of the Board, a copy of each of the following materials will be transmitted to the Union President, and to the Chapter President: (a) the agenda for the meeting; (b) the report of the President to the Board, if a written report is made, at the same time such materials are transmitted to other recipients.

16.3. Reassigned Time

- a. Reassigned time, leaves without salary, and additional purchased time shall be granted in accordance with terms agreed upon by the Board and the Union.
- b. Employees granted reassigned time and/or leaves without salary as described above shall not be considered representatives of their respective University for any activities on behalf of employees or UPI. The Union shall indemnify and hold the Board, its agents and employees harmless against any damages due to a violation of this clause.

16.4. Bulletin Boards

- a. The Union may post materials on University bulletin boards and electronic posting sites. The Union must be clearly identified on the face of any posted material. The Union shall assume all costs associated with any posted material. Posted material shall bear the date of posting and may be removed by University representatives after having been posted for a period of 21 calendar days unless the University grants permission for a longer posting.
- b. The Union shall indemnify, defend, and hold the Board, its agents, and employees harmless against any claim, demand, suit or form of liability arising as a result of the posting of any Union materials issued by a Union officer or representative authorized by the Chapter President on University bulletin boards and electronic posting sites in accordance with the provisions of this Article. Materials which are not posted in accordance with the provisions of this Article may be removed by University representatives.

ARTICLE 17

FACILITIES AND EQUIPMENT

- 17.1. In accordance with applicable law, policy, and established procedures, the Board will seek to provide a safe working environment for all employees, adequate equipment and materials, and instructional, office, and laboratory facilities conducive to the performance of professional obligations.
- 17.2. In accordance with University policy, an employee may obtain entry to her/his office during periods when the building in which the office is located is closed.
- 17.3. In accordance with applicable University policy and procedures, University facilities, equipment or personnel shall be used only for University business.
- 17.4. Nothing in this *Agreement* shall exclude claims by the University against terminated Academic Support Professionals (individuals whose employment with the University has been terminated by non-retention or by termination according to the provisions of Article 13.) or annually contracted employees dismissed according to the provisions of Article 13. The University is not obligated to provide continuing access to University facilities and equipment after such termination of employment with the University. These restrictions do not apply to employees on lay-off status according to the provisions of Article 14.
- 17.5. The freedom of faculty to use e-mail, Internet browsers and related software for intellectual inquiry and creative activity shall be given the strongest respect and protection. The University shall take all reasonable measures to ensure the privacy of all records stored on assigned computing devices and related peripherals and of e-mail messages transmitted or stored on University servers.
- 17.6. The University may stipulate the installation of necessary software on its computers and networks and may intervene in the use of assigned computers to the extent necessary to combat viruses, to resolve technical problems and performance issues, and to better ensure effective functioning of its computers and networks. Otherwise the University shall not limit or prescribe the content of files on assigned computing devices and related peripherals or of e-mail messages sent or received, except to prohibit outright illegality.

ARTICLE 18

DUES CHECKOFF AND FAIR SHARE

- 18.1. In accordance with the State Salary and Annuity Withholding Act, 5 ILCS 365/1 et seq., and except as limited below, the Board agrees that the University will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the Board, from the salary of each employee who gives the University written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.
- 18.2. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.
- 18.3. Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events: (a) termination of the employee's employment; (b) written notice by the employee to the University of cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.
- 18.4. The Board shall not be under the obligation to make any deductions for dues if any employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, State insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.
- 18.5. The Union shall give written notice to the Board of any changes in its dues at least 30 days prior to the effective date of any such change. If any change in Union dues requires modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the Board, pay the actual cost of such reprogramming.
- 18.6. The Union shall indemnify, defend, and hold the Board, its members, officials, agents or representatives of the University, their employees, agents, or representatives harmless against any claim, demand, suit, action, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives of the University, their employees, agents, or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the University pursuant to this Article. The Union assumes full responsibility and liability for the disposition of moneys deducted from the salaries of employees for Union dues by the University once the University has remitted such moneys to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the University has agreed to deduct.

- 18.7. Nothing in this Article shall require the University to deduct Union fines, penalties, or special assessments from the salary of any employee.
- 18.8. The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.
- 18.9. **Fair Share**
- a. The Board, having been provided the appropriate showing of interest by the Union, agrees that all employees covered by this *Agreement* who are not members of the Union, commencing on September 1, 1996, or upon their initial appointment, and continuing during the term of this *Agreement*, so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. This provision shall be in effect for the duration of this *Agreement*.
 - b. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
 - c. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within 10 working days of said deduction unless required to remit a fee to the Labor Board for escrow.
 - d. The University shall provide the Union with the names of all employee non-members of the Union from whose earnings the fair share payment shall be deducted. It shall also provide the Union space to post a notice concerning fair share and appeal procedures.
 - e. The Union and Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
 - f. Upon adoption of any Union internal appeal procedure, the Union shall supply the University with a copy. In addition, the Union shall advise the University of subsequent change therein.
 - g. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability including attorney's fees and costs that shall arise out of, or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.
 - h. If, during the term of this *Agreement*, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE 19

MINUTES, POLICIES, AND BUDGETS

The Board will have a copy of each of the following documents placed in the reference section of the main library of the University and on the University website as soon as the documents are available:

- a. The approved minutes of the meetings of the Board.
- b. Published policies of the Board.
- c. Published University-wide policies of the University which affect employees.
- d. The internal operating budget of the University.
- e. The University's planning document.

ARTICLE 20

MANAGEMENT RIGHTS

- 20.1. The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.
- 20.2. The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the specific and express terms of this *Agreement*.
- 20.3. Neither the Union nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

ARTICLE 21

NO STRIKE OR LOCKOUT

The Board agrees that there will be no lockout at the University while the terms of this *Agreement* are in effect. The Union agrees there will be no strike by itself and that it will not authorize or encourage any strike by any employees while the terms of this *Agreement* are in effect.

ARTICLE 22

SEVERABILITY

- 22.1. In the event any provision of this *Agreement* (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this *Agreement* shall continue in full force and effect.
- 22.2. If a provision of this *Agreement* is rendered ineffective for any of the reasons specified above, the Board and the Union shall, within 30 calendar days thereafter, commence negotiations to seek resolution of any problem caused thereby.

ARTICLE 23

MISCELLANEOUS PROVISIONS

23.1. **Totality**

The Board and Union acknowledge that during the negotiations which resulted in this *Agreement*, both parties had the unlimited opportunity to present all demands and proposals and that this *Agreement* shall constitute the entire agreement between the parties for its duration.

23.2. **Amendment and Modification**

Nothing herein shall preclude the Board and Union from mutually agreeing to amend or modify any of the provisions of this *Agreement*. In the event the Board and Union negotiate a mutually acceptable amendment or modification of this *Agreement*, the amendment or modification shall be put in writing and become a part of this *Agreement* upon ratification by both parties.

23.3. **Conflict with Policies or Regulation**

If there is conflict between an existing Board or University policy or regulation and an express term or provision of this *Agreement*, the term or provision of this *Agreement* shall apply.

23.4. **Availability of *Agreement***

The Board and the Union agree to provide each employee in the bargaining unit with a copy of the *Agreement* and to provide a copy to each new employee upon hiring.

23.5. Employees may identify themselves as employees of the University for purposes of identification. They may not present themselves as representing or speaking for the University unless they are engaged in activities assigned or officially approved for that person by the University.

ARTICLE 24

COMPENSABLE FRINGE BENEFITS

24.1. During the terms of this *Agreement*, employee benefit programs (health, life, etc.) shall be provided to all employees covered by this *Agreement* who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, 5 ILCS 375/1 et seq. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services to be intended to apply to employees of the Board of Trustees of Eastern Illinois University. Changes or modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.

24.2. **Administrative Educational Leave**

This section applies to Academic Support Professionals.

a. Eligibility

An Administrative Educational Leave is granted at the discretion of the University President. An employee may receive an Administrative Educational Leave only after completing at least five years of full-time service in the bargaining unit or in a position that was reclassified as bargaining unit prior to September 1, 1996, at the University. An Administrative Educational Leave shall not be awarded to the same employee more than once in every seven academic years, and Administrative Educational Leave time shall not be cumulative.

b. Uses

Administrative Educational Leave may be used for the following purposes:

- (1) study and research
- (2) professional growth related to the academic support professional's responsibilities as described in the official job description.

c. Availability

The number of Administrative Educational Leaves shall be determined at the beginning of each academic year. The number shall be one Administrative Educational Leave for each 25 employees, or major fraction thereof, provided that at the University there shall be at least one Administrative Educational Leave every two years.

d. Procedures

Administrative Educational Leave proposals shall be reviewed according to established procedures. The University President may deny a request for an Administrative Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within ten working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the employee who submitted the proposal.

e. Priority

If the number of acceptable Administrative Educational Leave proposals exceeds the number of available Administrative Educational Leaves, priority of award shall be determined on the basis of years of service at the University or years of service since the last Administrative Educational Leave. If an employee has never had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of the number of years since her/his last Administrative Educational Leave.

f. When two or more applicants for Administrative Educational Leaves meet all requirements for the acceptability of the leave application and are in all respects equal in seniority and when the number of leaves available is less than the number of equally qualified applicants, determination of which person(s) receives leaves will be by lottery. In the presence of a representative of the Union and a representative of the Provost, a mutually agreed upon disinterested third party will draw names from the pool of equally qualified applicants until all available leaves are granted. In the event that a leave is declined after this process, the lottery will continue until all leaves are granted or all qualified applicants have been offered leaves. This process will not be grievable.

g. Terms

Salary payments during Administrative Educational Leave shall be: one-half salary if leave is granted for a full appointment period; full salary if leave is granted for half of the appointment period.

h. Conditions

The academic support professional shall, prior to the granting of Administrative Educational Leave, enter into a written agreement with the Board that upon termination of such leave the academic support professional will return to the University for a full year and that, in default of completing such service, will refund to the University, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of salary received while on leave as agreed bears to the whole amount of service agreed to be rendered. Such written agreement will be canceled at the end of the required year of service, or upon the non-retention, death, or permanent disability of the employee.

24.3. **Retraining Leave**

- a. The University President, at her/his discretion, may grant a retraining leave to an employee for the purpose of acquiring new skills or enhancing existing skills for the benefit of the University.
- b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave.

Applications submitted pursuant to Article 14, Layoffs and Recall Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.

- c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.
- d. Each employee who is granted a retraining leave shall agree to serve at a University for at least three academic years after the completion of the leave and shall give a promissory note to the Board for the amount of the retraining leave, said promissory note to be canceled at the end of the required period of service, or at the death or permanent disability of the employee, or if the employee is not retained or re-employed.
- e. Upon completion of a retraining leave, an employee shall file a written account of retraining activities and accomplishments with the appropriate University Vice President. If, after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 11, Transfer.
- f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave.
- g. Time spent by an academic support professional on a retraining leave will not be credited for the purpose of determining eligibility for administrative educational leave or eligibility for a PBI.

24.4. **Parental Leave**

An annually contracted employee who has completed at least two academic years of service in the bargaining unit or an academic support professional may use up to 20 days of cumulative sick leave per academic year for parental leave upon the birth or adoption of a child of the employee. Requests for parental leave of more than ten days shall be submitted to the appropriate University Vice President 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than ten days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

24.5. **Annual Leave**

- a. An academic support professional who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.
- b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of five working days shall be submitted to the employee's supervisor at least 30 days in advance of the date on which the employee wishes to begin leave.
- c. A response shall be given within seven days to a request for annual leave in excess of five working days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate University Vice President and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.
- d. Deductions of annual leave shall not be made for any Board-approved holiday. During the contractual period of appointment, any employee not on approved annual leave shall be accessible.

24.6. **Break Days**

- a. All academic support professionals with less than 12-month appointments will earn two break days per month of the appointment. Break days will not be subject to cumulative leave pay-out when the academic support professional retires or leaves the University. Academic support professionals with 12-month appointments will not have break days, having access instead to accrued annual leave.
- b. No academic support professional may accumulate more than the number of break days earnable within two appointment years. This provision does not guarantee re-employment for academic support professionals on the one-year retention cycle.
- c. Deductions of break time shall not be made for any Board-approved holiday. Academic support professionals should use break days unless observing a Board-approved holiday, using unpaid time off contract, or using sick leave.
- d. Break days will not accumulate during leave without salary or during retraining leave.

- e. An academic support professional's request for dates of break time shall be approved by her/his supervisor and shall be subject to the consideration of maintaining efficiency of operations. A request for break time shall not be unreasonably denied. Any request to use more than ten consecutive break days shall be submitted to the appropriate dean or vice president for approval.

24.7. **Military Leave**

- a. An annually contracted employee who has completed six consecutive academic years of service at half time or more or an academic support professional who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, while under contract, including:
 - (1) basic training;
 - (2) special or advanced training, whether or not within the State, and whether or not voluntary; and
 - (3) annual training.
- b. During leaves for annual training, the employee while under contract shall continue to receive her or his regular compensation. During leaves for basic training and up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than her or his compensation as an employee, she or he shall receive her or his regular compensation as an employee minus the amount of her or his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.
- c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Articles 24.7.a. and b.

24.8. Sick Leave

- a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, member of the immediate family, spouse, child, or member of the immediate household. Upon approval of the appropriate University Vice President, an employee may use additional accrued sick leave for such absences.
- b. The purpose of sick leave is to accommodate an employee while she/he is sick or injured, and unavailable to perform her/his duties. An employee on sick leave, therefore, may not accept employment or perform consulting services for another employer.
 - (1) Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.
 - (2) Nothing herein shall be construed to prevent or limit the University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick-leave days used will be pro-rated until the employee is able to return to a full-time status.
- c. Academic Support Professional
 - (1) An academic support professional who has accrued sick leave at the University shall, for purposes of this *Agreement*, be credited with such accrual as of the effective date of this *Agreement*.
 - (2) An academic support professional may accrue sick leave during the term of employment at the University.
 - (3) A regular academic support professional, while in pay status, shall earn non-cumulative sick leave at the rate of 10 days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment. An academic support professional, while in pay status, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee on part-time appointment shall earn sick leave on a pro rata basis.
 - (4)
 - (a) Upon cessation of employment with the Board for at least 30 days, an academic support professional, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984, and before January 1, 1998.
 - (b) The lump sum payment for accrued sick leave shall be computed as the product of the academic support professional's daily rate of

compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 24.8.c.(2) minus any days, or fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 24.8.c.(2) after December 31, 1983, and before January 1, 1998. Accrued sick leave days shall be used in the order in which they have been accrued.

- (c) Unless prohibited by having elected the PA 92-0599 option below, an academic support professional who has received a lump sum payment for accrued sick leave in accordance with this Article and who, within two years of the cessation of his or her employment with the Board is re-employed by the Board, may have his or her accrued sick leave restored if, within 30 days after the commencement of such re-employment, the employee repays said lump sum payment to the Board. For each day of sick leave to be restored, the employee shall repay the gross amount she or he was paid for one day of accrued sick leave. An employee may have part or all of her or his accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, she or he shall not be entitled to have any such sick leave so restored.
- (d) Public Act 92-0599
 - (i) Pursuant to Public Act 92-0599 and subsequently upon the employee's written request, qualifying unused sick leave that can be used for sick leave buy-out, as provided in Article 24.8.c.(4) (a) and 24.8.c.(4) (b) above, will be paid at the current rate of earnings as part of earnings from the University during up to two academic years, as defined by SURS, prior to retirement, subject to the 20% limitation specified in Public Act 92-0599 and the guidelines set by SURS. The employee must submit in writing an irrevocable election to retire prior to receiving this benefit.
 - (ii) In the event that Public Act 92-0599 is amended, the Board and the Union agree to reopen this article for renegotiation.
 - (iii) In the event that Public Act 92-0599 is repealed in whole or in pertinent part, unused sick leave that can be used for sick leave buy-out, as provided in Article 24.8.c.(4)(a) and 24.8.c.(4)(b) above, will not be paid as part of earnings from the University during up to two academic years, as defined by SURS, prior to retirement, except as allowed pursuant to the repeal of the act.
- (5) Upon recommendation of the appropriate University Vice President, the University President may grant an academic support professional a leave with full pay for a period not to exceed 60 calendar days, if the employee: (1) has completed at least three full academic years of service at the University, (2) has exhausted all sick leave benefits under the terms of this *Agreement*; (3) is a

participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

d. Annually Contracted Faculty

- (1) A full-time annually contracted faculty member who has completed fewer than six consecutive academic years of employment at the University shall be credited with 20 days of non-cumulative sick leave. Part-time annually contracted employees shall be credited with non-cumulative sick days on a pro-rata basis. The annually contracted faculty shall earn cumulative sick leave at the rate of 1.75 days per month. For each 1.75 days of cumulative sick leave earned, 1.75 days shall be subtracted from the employee's non-cumulative sick leave balance. Until the balance of non-cumulative sick leave days equals zero, non-cumulative sick leave days shall be used before any earned cumulative sick leave.
- (2) Annually contracted faculty may accrue sick leave but may not use more sick leave than the number of working days left in the term of appointment. An annually contracted faculty member who elects a break in service according to the provisions of Article 4.2.e. shall retain all unused cumulative sick leave upon return to employment at the University.
- (3) An annually contracted faculty member who has exhausted her/his sick leave shall be credited with 20 days of non-cumulative sick leave at the beginning of the next academic term of employment and shall earn cumulative sick leave according to the provisions of section d.(1) above.
- (4)
 - (a) Upon cessation of employment with the Board, an annually contracted faculty member, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984, and before January 1, 1998.
 - (b) The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 24.8.d.(1) minus any days, or fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 24.8.d.(1) after December 31, 1983, and before January 1, 1998. Accrued sick leave days shall be used in the order in which they have been accrued.
 - (c) Unless prohibited by having elected the PA 92-0599 option below, an annually contracted faculty member who has received a lump sum payment for accrued sick leave in accordance with this Article

and who, within two years of the cessation of his or her employment with the Board is re-employed by the Board, may have his or her accrued sick leave restored if, within 30 days after the commencement of such re-employment, the employee repays said lump sum payment to the Board. For each day of sick leave to be restored, the employee shall repay the gross amount she or he was paid for one day of accrued sick leave. An employee may have part or all of her or his accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, she or he shall not be entitled to have any such sick leave so restored.

(d) Public Act 92-0599

- (i) Pursuant to Public Act 92-0599 and subsequently upon the employee's written request, qualifying unused sick leave that can be used for sick leave buy-out, as provided in Article 24.8.d.(4) (a) and 24.8.d.(4) (b) above, will be paid at the current rate of earnings as part of earnings from the University during the employee's final academic year of employment, as defined by SURS, subject to the 20% limitation specified in Public Act 92-0599 and the guidelines set by SURS. The employee must submit in writing an irrevocable election to retire prior to receiving this benefit.
- (ii) In the event that Public Act 92-0599 is amended, the Board and the Union agree to reopen this article for renegotiation.
- (iii) In the event that Public Act 92-0599 is repealed in whole or in pertinent part, unused sick leave that can be used for sick leave buy-out, as provided in Article 24.8.d.(4) (a) and 24.8.d.(4) (b) above, will not be paid as part of earnings from the University during the employee's final academic year of employment, as defined by SURS, except as allowed pursuant to the repeal of the act.

- e. Sick leave must be taken in units of no less than one-half day. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed at the University and provided to each employee. An employee on sick leave will remain in that status until she/he informs the University that she/he is able to return to work.
- f. Sick leave may be used only during the term of an employee's period of appointment.

- g. Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day the employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week unless the employee is scheduled for more than five days.
- h. Bargaining Unit employees are eligible to participate in the sick leave bank established and administered by the University and in so doing shall be subject to the policies of the sick leave bank. For this purpose only, one-half day shall be deemed to equal four hours.

24.9. Personal Leave

This section applies to annually contracted faculty who have completed six consecutive academic years of service at half time or more and to Academic Support Professionals. Up to 5 days of earned (cumulative) sick leave per year may be used for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must receive approval prior to the leave being taken.

24.10. Professional Meetings and Work-Related Travel

- a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.
- b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

24.11. Bereavement

Leave with pay of up to five days per occurrence in accordance with University Policy will be granted to an employee for the purpose of attending a funeral or memorial service for a deceased member of the employee's immediate family, immediate household, or a deceased relative. Bereavement leave may only be used during the term of an employee's contract. Bereavement leave may not be accrued. Upon approval of the Provost, an employee may use accrued sick leave for bereavement leave requirements in excess of five days.

24.12. Leave for Court-Required Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay, and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (a) appearing as a party in a non-job related proceeding involving such employee, (b) appearing as an expert witness when the employee is compensated for such appearance, or (c) appearing as a plaintiff or complainant in a proceeding in which the Board or the University is a defendant or respondent.

24.13. **Educational Benefits**

- a. A full-time employee may enroll for credit at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.
- b. A part-time annually contracted teaching or resource professional, or a part-time academic support professional, may enroll for credit at the University for a maximum of one course, or three credit hours, whichever is greater, in any academic term during which she/he is employed, with exemption from the payment of tuition and fees.
- c. The natural, adopted, foster, or step-children, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

24.14. **Benefits While on Compensated Leave**

- a. An employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

24.15. **Previously Accrued Leave**

- a. If an employee has accrued cumulative annual leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative annual leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.
- b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Article 24.8.c.(4) or Article 24.8.d.(4) as appropriate.

ARTICLE 25

COMPENSATION

25.1. Salary Increases

- a. Each fiscal year, salary increases will be distributed to eligible individuals as follows:
 - (1) First, across-the-board straight percentage salary increases and market equity increases, if any, will be distributed effective September 1 for Units A and B faculty and July 1 for Unit B academic support professionals. For FY07 the across-the-board increase is 3.25% with an additional 2.5% market equity increase of which 1.5% is distributed across the board to Unit A and Unit B employees and 1.0% is provided as a market adjustment by rank and by discipline for those Unit A employees whose nine-month salary is below the mean of the comparable rank and discipline of the comparison group of 15 Midwest public comprehensive universities (see Appendix D). For FY08 and FY09, the across-the-board increase is 3.0% and an additional 1.15% market equity increase distributed across the board to Unit A and Unit B employees, or the percentage allocated from the state for faculty salaries (including line items intended for salaries, such as “recruiting and retaining critical faculty and staff”), whichever is greater. For FY10 the across-the-board increase is 3.5% distributed across-the-board to Unit A and Unit B employees or the percentage allocated from the state for faculty salaries (including line items intended for salaries, such as “recruiting and retaining critical faculty and staff”), whichever is greater.
 - (2) Second, promotion, PAI, PBI, merit, and ACA increases will be distributed to those eligible retroactive to September 1 for Units A and B faculty and to July 1 for academic support professionals.
 - (3) Third, employees with monthly salaries below the minima, as defined in Article 29.3., will be raised to the minimum salary.
- b. The total across-the-board and market equity applied across-the-board salary increase distribution shall be determined by the specified across-the-board percentage of the previous fiscal year’s May base.
- c. For FY2008, FY2009, and FY2010, there will be a salary re-opener if the President declares financial exigency.

25.2. Merit Increases

a. Academic Support Professionals

A merit increase of \$55 per month shall be granted to each eligible academic support professional who has received a merit recommendation from his or her supervisor in accordance with established University procedures.

b. Annually Contracted Faculty

A merit increase of \$55 per month shall be granted to each eligible annually contracted faculty who received an evaluation of “highly effective” or “superior” in the previous academic year.

c. Merit increases shall be pro rata to employees on temporary appointments less than full time.

25.3. Performance-Based Increases

a. A performance-based increase shall be granted to each eligible employee who, in accordance with Article 10, was recommended for a performance-based increase during the previous fiscal or academic year and whose performance-based increase is to become effective with the beginning of the current fiscal or academic year, as appropriate.

b. The amount of the performance-based increases shall be \$150 per month.

25.4. Degree Completion for Annually Contracted Faculty

a. A degree completion increase shall be granted to each eligible annually contracted faculty who (i) completes all requirements for his/her first terminal degree from an accredited graduate school during the period September 1 of the previous year to August 31 of the current academic year, (ii) presents satisfactory evidence thereof to the Provost by October 1 of the current academic year, and (iii) who has not previously received a salary increase for degree completion.

b. The amount of the degree completion increase shall be \$120 per month.

c. The terminal degrees for which the increases specified in paragraphs a. and b. above will be granted are the Doctoral degree, MFA degree, or the MLS degree with an additional Master's degree. A degree in Fine Arts or Library Science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of the MFA degree or MLS degree will be treated as the equivalent for the purpose of the increases specified in paragraphs a. and b. above.

d. The increase specified in paragraphs a. and b. above will also be granted to each employee who, during the specified period, completes all of the requirements for the MSW degree. A degree in social work from an accredited graduate school which is recognized by the granting institution and the major professional association in the field

of social work as the academic equivalent of the MSW degree will be treated as the equivalent for the purposes of the increase specified in paragraphs a. and b. above.

- e. The increases specified in paragraphs a. and b. above will also be granted to each teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1999, and: (1) who at the beginning of the period specified in paragraphs a. and b. above has completed at least 30 semester hours, or the equivalent, of graduate study in an appropriate discipline and who during the period completes a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline in addition to the 30 hours or equivalent; or (2) who at the beginning of the period specified in paragraphs a. and b. above has a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline and who during the period completes 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The question of whether a Doctoral degree was offered in the United States as of September 1, 1999, shall be determined by reference to the most recent edition of the College Blue Book, Degrees Offered by College and Subject. Any questions concerning whether a proposed Master's degree is in a related discipline or whether the proposed 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be addressed in writing to the Provost. The Provost shall respond, within 30 days, to the request in writing regarding her/his determination of whether or not the degree or hours are in a related or appropriate discipline. The acceptance of the Provost shall not be unreasonably withheld.
- f. The increases specified in paragraphs a. and b. above will also be granted to each eligible employee who, during one of the specified periods, completes all requirements for a second terminal degree or an additional graduate or professional degree from an accredited graduate or professional school if the Provost has agreed in writing that the employee should undertake the degree program for the purpose of increasing her/his academic skills or to develop expertise in additional areas directly related to her/his professional assignment.
- g. During the term of this salary agreement, the degrees specified in paragraphs c. and d. above will be recognized as terminal degrees only for purposes of the increase specified in paragraphs a. and b. above and for no other purpose.

25.5. **Minimum Salaries**

- a. **Minima Levels for Academic Support Professionals**

For the purposes of determining minimum salaries, each academic support professional shall be assigned a minima level. The minima levels shall be based on an employee's educational achievement relative to his/her position and the number of completed years of service in the bargaining unit as an academic support professional, in addition to the one or two years of service as a temporary academic support professional that established the employee's eligibility for entry into the bargaining unit (Unit B) if applicable, in accordance with the following table:

Educational Achievement	Completed Years of Qualifying Service						
	0-3 years	4-7 years	8-11 years	12-15 years	16-19 years	20-23 years	24-27 years
Masters Degree + 30 hours (in a position requiring at least a masters degree)	Level E	Level G	Level I	Level J	Level K	Level L	Level M
Masters Degree + 15 hours (in a position requiring at least a masters degree)	Level D	Level F	Level H	Level I	Level J	Level K	Level L
Masters Degree (in a position requiring at least a bachelors degree)	Level C	Level E	Level G	Level H	Level I	Level J	Level K
Bachelors Degree + 15 hours (in any position)	Level B	Level D	Level F	Level G	Level H	Level I	Level J
Bachelors Degree or less (in any position)	Level A	Level C	Level E	Level F	Level G	Level H	Level I

The hours mentioned in the above table must satisfy the following: (i) the credit hours must be from an accredited institution, (ii) tuition was paid or a waiver was applied for the course taken, (iii) credit hours were granted for the course taken, and (iv) the course appears on a transcript from an accredited institution. The hours mentioned in the above table need not count for credit toward a degree.

An academic support professional with hours or degrees received in each subsequent calendar year that he or she wishes to count in determining his or her minima level must send a transcript(s) documenting those hours or degrees to the Provost's office prior to the following March 15.

b. Minimum Salaries for Academic Support Professionals

Each fiscal year, the Board shall adjust the salary of an academic support professional whose salary is less than the applicable minimum below. The minimum monthly salaries for each minima level shall be as follows:

LEVEL	FY07 MIN	FY08 MIN	FY09 MIN	FY10 MIN
A	2,201	2,267	2,335	2,417
B	2,321	2,391	2,463	2,549
C	2,441	2,514	2,589	2,680
D	2,680	2,760	2,843	2,943
E	2,913	3,000	3,090	3,198
F	3,152	3,247	3,344	3,461
G	3,422	3,525	3,631	3,758
H	3,696	3,807	3,921	4,058
I	3,972	4,091	4,214	4,361
J	4,249	4,376	4,507	4,665
K	4,499	4,634	4,773	4,940
L	4,769	4,912	5,059	5,236
M	5,055	5,207	5,363	5,551

c. Minima Levels for Annually Contracted Faculty

For the purposes of determining minimum salaries and determining salary equity adjustments, each annually contracted faculty member shall be assigned a minima level. The minima levels shall be based on an employee's educational achievement and the number of completed years of service in the bargaining unit as an annually contracted faculty member, in addition to the one or two years of service as a non-negotiated temporary faculty member that established the employee's eligibility for entry into the bargaining unit (Unit B) if applicable, in accordance with the following table:

Educational Achievement	Completed Years of Qualifying Service						
	0-3 years	4-7 years	8-11 years	12-15 years	16-19 years	20-23 years	24-27 years
Terminal Degree (see definitions)	Level D	Level E	Level F	Level G	Level H	Level I	Level J
Masters Degree + 30 hours	Level C	Level D	Level E	Level F	Level G	Level H	Level I
Masters Degree	Level B	Level C	Level D	Level E	Level F	Level G	Level H
Bachelors Degree	Level A	Level B	Level C	Level D	Level E	Level F	Level G

d. Minimum Salaries for Annually Contracted Faculty

Each fiscal year, the Board shall adjust the salary of an annually contracted faculty member whose salary is less than the applicable minimum below. The minimum monthly salaries for each minima level shall be as follows:

LEVEL	FY07 MIN	FY08 MIN	FY09 MIN	FY10 MIN
A	2,337	2,407	2,479	2,566
B	2,666	2,746	2,828	2,927
C	3,000	3,090	3,183	3,294
D	3,333	3,433	3,536	3,660
E	3,652	3,762	3,875	4,011
F	3,976	4,095	4,218	4,366
G	4,271	4,399	4,531	4,690
H	4,568	4,705	4,846	5,016
I	4,864	5,010	5,160	5,341
J	5,157	5,312	5,471	5,662

25.6. General Eligibility

- a. Employees in Unit B will be eligible for a salary increase if (i) he or she is employed in a Unit B position as of the date of the ratification of this *Agreement* by the Board and the Union or July 1 of the fiscal year (for academic support professionals) or September 1 of the academic year (for annually contracted faculty) in which the salary increase is granted, whichever is later, and either (ii-a) he or she is an academic support professional who was employed prior to March 1 of the previous fiscal year in either a position described in Appendix A or in a position which has been newly classified as a bargaining unit position effective with the current fiscal year, or (ii-b) he or she is an annually contracted faculty member employed in a position described in Appendix A AND was employed by the University as an annually contracted faculty member at least 50% during the immediately preceding academic year, or (ii-c) he or she is returning to a previously held Unit B position following employment in a permanent full-time position at the University for at least one academic term during the previous academic year.
- b. An employee shall not be eligible for the fiscal or academic year's salary increases if prior to his or her employment in a Unit B position, the employee has received a salary increase from the University for the fiscal or academic year, as appropriate.

25.7. Initial Appointment

A person who receives an initial appointment to a position in the bargaining unit for or during a fiscal or academic year shall be appointed at a salary at least equal to the applicable minimum salary for that fiscal or academic year as specified in Article 25.5.

25.8. Summer Session Salaries for Annually Contracted Faculty

- a. For an annually contracted faculty member who receives a summer session assignment in accordance with Article 6.1.k., assignments shall be compensated on the basis of the employee's monthly salary for the immediately preceding academic year. An employee shall receive one-third of one month's salary for each assigned credit unit up to six credit units.
- b. For an annually contracted faculty member who receives a summer session assignment in accordance with Article 6.1.k., assignments of six or fewer credit units shall be compensated as described in Article 25.8.a., and assigned credit units in excess of six credit units shall be compensated as overload in accordance with Article 25.12.

25.9. Grant/Contract Salaries

If an employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the appropriate University vice president. Any amount earned shall be in addition to the employee's basic salary. This section shall not apply to grant or contract work performed during approved administrative educational leave.

25.10. Counteroffer

Academic Support Professionals may apply for a counteroffer.

- a. The University President may approve a salary increase to retain an employee who has received a bonafide offer of other employment which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.
- b. The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the President.
- c. An employee shall not be eligible to receive a salary increase under Article 25.10.a. until her/his second year of full-time employment in the bargaining unit. An employee who receives a counteroffer in her/his second year of employment will not be eligible to receive another such increase until the sixth year after the increase. An employee who receives a counteroffer in her/his third year of employment will not be eligible again until the fifth year after the increase. An employee in his/her fourth or later year of employment will not be eligible again until the fourth year after the increase.

- d. An employee who receives an increase under paragraph a. above shall be eligible for the increases specified in Articles 25.2., Merit Increase and Article 25.3., Performance-based Increases, if the employee is otherwise eligible for the increase under the terms of the Article and under the terms of Article 25.6. An employee who receives an increase under paragraph a. above shall not be eligible for the basic increase specified in Article 25.1, except as provided below.
- e. An employee who receives an increase under paragraph a. above shall be eligible to receive the difference between the increase under paragraph a. above and the increase specified in Article 25.1. if the increase under paragraph a. above is less than the increase specified in Article 25.1.
- f. Each employee in her/his second or later year who receives a salary increase under paragraph a. above shall agree to serve at the University for two academic years subsequent to the academic year in which the increase is received and shall give a promissory note to the Board of Trustees for the amount of the increase, said promissory note to be canceled at the end of the required period of service or at the death or permanent disability of the employee.
- g. The Chapter President shall be notified of the name of the individual receiving any counteroffer including the amount, and the effective date within 30 days and shall be provided an explanation of the reasons for the counteroffer upon request.
- h. The approval of or failure to approve an increase under paragraph a. above shall not be subject to the grievance procedure specified in Article 15. The Union may file a grievance concerning any other aspect of Article 25.10. The grievance must be filed within the time limit for filing a grievance specified in Article 15.8.

25.11. Transfer and Reassignment Adjustments

The University may adjust an employee's salary based upon transfer or reassignment in accordance with paragraphs a, b, and c below. An employee may request an adjustment by notifying in writing the appropriate University vice president of the desired adjustment. The employee may include endorsement by her/his supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next term of employment. If the request is denied, the employee will be so notified, in writing, by the appropriate University vice president. Such request shall not be arbitrarily or capriciously denied.

- a. The salary of an employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his department or unit may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.
- b. The salary of an employee who is transferred, pursuant to Article 11, from one department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving department or unit.

- c. Within 30 days after the granting of an increase under this Section, the Chapter President shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

25.12. Overload

- a. An annually contracted employee who is assigned duties in excess of the top of the relevant credit unit range specified in Article 6.1, or an employee who receives a summer session assignment with assigned duties in excess of six credit units in a summer session, shall be compensated for excess units at the overload rate specified in Article 25.12. b.
- b. The overload rate shall be equal to \$1,000 per credit unit.

25.13. Off Campus Travel Compensation

University credit unit guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off campus assignments.

ARTICLE 26

COPYRIGHTS AND PATENTS

26.1. Preamble

The Board and the Union recognize that the creation of educational and scholarly materials can be of benefit to the author, the University, and the public and is to be encouraged. Therefore, the Board and the Union agree that this Article is intended to foster the traditional freedoms of faculty, staff, and students with regard to the creation, publication, and dissemination of copyrightable works and patentable discoveries. At the same time, the policy set forth in this Article is intended to provide a fair and reasonable balance of the interests in such intellectual property among creators, sponsors, the University and the public.

The Board and the Union recognize the following guiding principles pertaining to policies on intellectual property, copyright and patent:

- a. Faculty and academic support professionals, with the use of University facilities and resources, are in the best position to create intellectual property;
- b. Since the free search for truth and its free exposition are essential to the common good, policies on intellectual property, copyright and patent should not abridge academic freedom;
- c. Policies on intellectual property, copyright and patent should promote academic quality and thus should recognize the central role of interaction among students, faculty, and academic support professionals;
- d. Educational materials and other intellectual property are created in an environment of dynamic interaction between teacher and learner and do not by themselves constitute a course apart from the faculty member who created them; and
- e. Policies on intellectual property, copyright and patent should encourage and reward employee creation of intellectual property.

This Preamble is a statement of commitment and is not subject to Article 19, Grievance Procedure.

26.2. Definitions

- a. Work

Within the context of this Article, a “work” shall mean a copyrightable work under United States law. In accordance with 17 USC 102, “copyright protection subsists in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.”

Works of authorship include, but are not limited to, the following:

- (1) books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, programmed instructional materials, syllabi, tests, and proposals;
- (2) lectures, audio-visual presentations, dramatic or musical works, and scripts;
- (3) films, audio tapes, videos, CD-ROMs, DVDs, charts, transparencies, and all other audio-visual aids;
- (4) pictorial, graphic, sculptural, textile, and documented conceptual works;
- (5) computer programs.

b. Invention

Within the context of this Article, an “invention” shall mean a patentable invention under United States law. In accordance with 10 USC 100, “The term ‘invention’ means invention or discovery.”

According to 10 USC 101, “Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.” (In accordance with 10 USC 100, “The term ‘process’ means process, art or method, and includes a new use of a known process, machine, manufacture, composition of matter, or material.”)

26.3. Copyrights: Employee Rights, Responsibilities and License

a. Presumption of Ownership

In keeping with academic tradition, except in the case of commissioned works as defined in 30.4.a and subject to any restrictions imposed by outside sponsoring or funding organizations, an employee (faculty member or academic support professional) who produces any work shall own the copyright therein and have exclusive rights thereto subject to the provisions of this *Agreement*. The Board waives any claim to revenues generated by the commercialization or sale of an employee-owned copyrighted work.

b. Responsibilities of Ownership

- (1) It shall be the obligation of the employee to protect his or her rights to an employee-owned work in accordance with applicable law. Nothing in this *Agreement* shall shift this obligation from the employee to the Board, the University, or the Union. Employees producing intellectual property are advised to inform themselves about relevant regulations.
- (2) Any opinions expressed in an employee-owned work shall be considered solely those of the employee(s) and shall not be taken as those of the Board, the University, or the Union.

- (3) Neither the Board nor the Union shall be held responsible for resolving any copyright dispute among multiple authors. Multiple authors are advised to agree among themselves in advance as to the interest of each in the ownership of the copyright to a work.
 - (4) Prior to providing, marketing or selling an employee-owned work directly to another associate-, baccalaureate-, masters-, or doctorate-degree granting institution, the employee shall notify the Provost and the Chapter President in writing of his or her intent to enter into such a transaction. Further, the employee is advised to be in compliance with Illinois Statute 110 ILCS 100/1, the University Faculty Research and Consulting Act, which requires that each full-time faculty employee obtain the prior written approval of the President, or designee, before undertaking, contracting for, or accepting anything of value for research or consulting services for any person or organization other than the University.
- c. The employee retains the right to require an appropriate and customary acknowledgement of the employee's contribution to a commissioned work (as described below in 30.4.a).
 - d. The Board grants the employee an irrevocable, non-exclusive, royalty-free license to use and copy, but not sell, University-owned intellectual property made available as a service in support of the employee's duties and professional obligations, whether assigned or unassigned, as described in Article 6.1.

26.4. **Copyrights: Board Rights and License**

a. Commissioned Works

The Board shall own, in whole or in part, the copyright to a work if and only if:

- (1) The work has been expressly commissioned in writing by the Board; and
 - (2) The commission of the work does not violate the Board's recognition of the Union as the sole bargaining agent for academic employees in the bargaining unit as described in Article 1.1; and
 - (3) Prior to commissioning the work, the Board or its designee has consulted the Chapter President regarding the consistency of the commission with the *EIU/UPI Agreements*; and
 - (4) The Board and the employee(s) have knowingly and voluntarily entered into a signed, written agreement which clearly states the interest in ownership of each party, including shares of any possible revenues; and
 - (5) A copy of the aforementioned agreement has been filed with the University Counsel and with the Chapter President.
- b. The Board retains the right to control whether the University's name, University logo or athletic logo is displayed in association with an employee-owned work.

- c. The Board retains the right to require an appropriate and customary acknowledgement of University support of the creation of an employee-owned work.
- d. The employee grants the Board an irrevocable, non-exclusive, royalty-free license to use and copy the employee's work internally for purposes of
 - (1) program administration;
 - (2) assessment; and
 - (3) advisement.

The employee grants the Board an irrevocable, non-exclusive, royalty-free license to use and copy the employee's work for review by external agencies and constituencies for the purposes of

- (4) program accreditation or assessment of curriculum; and
- (5) facilitating articulation of courses and programs.

Nothing in this Article prevents the Board from requesting permission to use the employee's work for other purposes. Such request shall be in writing, and the use may proceed only if such permission is granted in writing by the employee.

- e. If an employee is absent from his/her duties, the employee grants the Board a non-exclusive, royalty-free license to course materials previously supplied to students in the classes from which an employee is absent. Under this license, use of these course materials is limited to fulfilling the absent employee's teaching duties and distribution of these course materials is limited to employees who have been assigned the absent employee's teaching duties and to students enrolled in the classes from which the employee is absent. This license extends for the duration of the employee's absence or the remainder of the academic term or summer session during which the absence occurs, whichever is shorter.
- f. If an employee resigns or is terminated from his/her position at the University, the employee grants the Board a non-exclusive, royalty-free license to his/her course materials without change. Under this license, use of these course materials is limited to classroom use. This license extends for one year after the employee's resignation or termination date.

26.5. **Patents**

The University guarantees that the “appropriate share of the income and ownership of said patent ... paid to the inventor or discoverer” (as stated in Board of Trustees Regulation II.A.16.b.(3)) shall not provide the inventor with less than 50 percent of the net royalty and fees (net after the University has recovered all costs related to obtaining the patent).

ARTICLE 27

DURATION AND IMPLEMENTATION

27.1. Duration

The terms of this *Agreement* shall become effective upon execution of this *Agreement* by the Board and the Union and shall remain in effect through August 31, 2010.

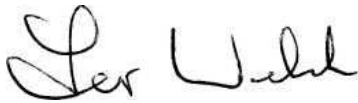
27.2. Implementation

The economic terms of this *Agreement* shall not be implemented until the amount required therefor is appropriated and made available to the Board for expenditure for such purposes. If less than the amount needed to implement this *Agreement* is appropriated and made available to the Board for expenditure, the Board and the Union shall meet and negotiate regarding allocation of the amount appropriated.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives, have executed this *Agreement* on January 19, 2007.

BOARD OF TRUSTEES
EASTERN ILLINOIS UNIVERSITY

UNIVERSITY PROFESSIONALS OF ILLINOIS
LOCAL 4100/EASTERN ILLINOIS
UNIVERSITY CHAPTER



Chair, Board of Trustees



President



President



Chapter President



Director of Labor Relations/Chief Negotiator



Chief Negotiator

Appendix A
STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of
Eastern Illinois University,

Employer,

and

University Professionals of Illinois,
IFT/AFT, AFL-CIO,

Petitioner.

Case No. 2001-RS-0005-S

CERTIFICATION OF REPRESENTATIVE

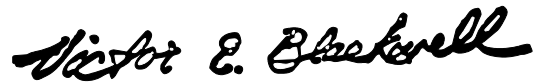
An election having been conducted in the above matter under the supervision of the Illinois Educational Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by Illinois Educational Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for
Inclusion in a bargaining unit consisting of all full-time and regular part-time professional academic support employees represented by University Professionals of Illinois, IFT/AFT, AFL-CIO

and that, pursuant to Sections 2(c) and 8 of the Illinois Educational Labor Relations Act, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT:
SEE ATTACHED UNIT DESCRIPTION

Signed at Springfield, Illinois
On the 22nd day of February, 2001.



Illinois Educational Labor Relations Board Victor E.
Blackwell
Executive Director

IL548-0018
Form IELRB -4b
(Rev.1/1/2000)

Current Unit

- I. All presently unrepresented full-time academic employees employed for more than one consecutive academic year and all presently unrepresented regular part-time academic employees, defined as appointments of .50 or more, employed for more than two consecutive academic years, employed as faculty, librarians, counselors, and learning service staff.

- II. All full-time academic support employees and all regular part-time academic support employees, part-time being defined as having appointments of .50 or more and having been employed for more than two consecutive academic years, as follows:

Subgroup A.1. Academic Advisor; Coordinator Academic Test Administration.

Subgroup A.2. Admissions Counselor, Transfer Coordinator; Academic Advisor; Assistant Director Career Planning and Placement; International Student Advisor.

Subgroup B.1. None

Subgroup B.2.. Assistant Director of Continuing Education.

Subgroup C.1. Curator, Exhibitions and Education.

Subgroup C.2. Faculty Assistant.

The Unit also includes Admissions Records Officers I, II and III; Assistant Directors of Admissions.

Added:

All presently unrepresented professional academic employees employed full-time as defined in Article 6.1.c(1) of the 1999-2002 Unit B collective bargaining agreement including those professional academic employees initially hired on less than a full-time basis or for less than nine months whose contracts are later modified to full-time status for nine months or more during the academic year, and all presently unrepresented regular part-time academic employees, defined as appointments of .50 or more, employed for more than two consecutive academic years, employed as faculty, librarians, counselors, and learning service staff.

The parties further agree that with respect to the revised definition of unrepresented full-time academic employees: 1) entry to the bargaining unit is at the time of qualification for those not initially qualified at the beginning of the academic year; 2) for purposes of determining eligibility for the re-employment opportunity rosters only, annually contracted faculty entering the bargaining unit during an academic year will be deemed to have the whole academic year in the bargaining unit; and 3) annually contracted faculty entering the bargaining unit and not employed in an annually contracted faculty Unit B bargaining unit position during the immediately preceding academic year are not eligible for negotiated salary increases during the year of entry into the bargaining unit.

Excluded:

All supervisors, managerial employees, confidential employees, short-term employees and students as defined in the Act; and all other employees.

APPENDIX B
GRIEVANCE FORM

No: _____

Date: _____

EASTERN ILLINOIS UNIVERSITY/UPI LOCAL 4100

1. **Grievant:**
2. **Bargaining unit (Check One):** Tenured/Tenure-track ACF/ASP
3. **College and Department/Unit:**
4. **Mailing Address: (If Grievant is represented by the Union, all communications go to the Union Grievance Representative. Otherwise, communications go to Grievant's official address.)**
5. **Provisions of Agreement violated (Article (s)/Section(s):**
6. **Statement of grievance (Be specific, include dates of alleged acts or omissions complained of):**
7. **Remedy sought:**
8. **Date of Step 1 discussion with immediate administrator:**
9. **Name of immediate administrator:**
10. **I will be represented in Step 2 of this grievance by (check one):** UPI Myself

Union Grievance Representative's signature:
(If Union is representing grievant, the Union Representative should sign here.)

I do do not (check one) want a postponement for 30 days to seek informal resolution of this grievance. Any additional postponements must be done in accordance with Article 15 here.
11. **This grievance form was filed with the President's office on:**
12. **Received by: (check one)** Certified registered mail, return receipt requested
 Personal Delivery – acknowledgment

Signature of Grievant

(month) (day) (year)

APPENDIX C

INTENT TO ARBITRATE

EASTERN ILLINOIS UNIVERSITY/UPI LOCAL 4100

NOTICE OF INTENT TO ARBITRATE

Grievance No.: _____

Date:

The EIU/UPI Local 4100 hereby gives notice of its intent to proceed to arbitration with the decision issued by the _____, dated: _____ and received by the Union on: _____.

In the grievance of:

Name of Grievant: _____ of

Name of Department:

This notice was filed with the President's office on: _____ by
(check one) [] Certified Registered mail, return receipt requested; or [] Personal Delivery,

Signature of Union President

(month) (day) (year)

I hereby authorize the UPI Council, Local 4100, to proceed to arbitration with my grievance. I hereby also authorize the Union and the Board of Trustees or its representative to use, during the arbitration proceeding, copies of any materials in my personnel evaluation file and any files at the University which are pertinent to this grievance and to furnish copies of same to the arbitrator.

Signature of Grievant

(month) (day) (year)

Index

A

Academic Support Professional (definition)	2
Academic Term (definition)	2
Academic Year (definition)	2
Accreditation (definition)	2
Adequate Cause (definition)	2
Administrative Educational Leave	67
Amendment and Modification	66
Annual Leave	70
Annually Contracted Faculty (definition)	2
Annually Contracted Faculty Appointments	10
Appropriate University Vice President (definition)	3
Assignment of Duties for Academic Support Professionals	23
Assignment of Duties Temporary Appointments	17
Availability of <i>Agreement</i>	66

B

Benefits While on Compensated Leave	79
Bereavement	77
Board (definition)	3
Break Days	70
Bulletin Boards (union)	58

C

Chapter Grievance Representative (definition)	3
Chapter President (definition)	3
Compensable Fringe Benefits	67
Compensation	80
Compulsory Leave	15
Conflict with Policies or Regulation	66
Consultation Protocol	7
Counteroffer	86
Criteria (PBI and Merit for ASP)	35

D

Days (definition)	3
Day's Pay (definition)	3
Definitions	2
Degree Completion Annually Contracted Faculty	81
Department (definition)	3
Department Chair (definition)	3
Department/Unit Reorganization	43
Dues Checkoff and Fair Share	60
Duration	94
Duration and implementation	94
Duration and Implementation	89

E

Educational Benefits	79
Educational Contract (definition)	3
Eligibility (PBI and Merit for ASP)	34

Employee Information	9
Employee or Faculty Member (definition)	3
Evaluation and Evaluation Criteria	28
Evaluation Procedures for Academic Support Professionals	29
Evaluation Procedures for Annually Contracted Faculty	28

F

Facilities and Equipment	59
Fair Share	61

G

General Eligibility	85
Grant/Contract Salaries	86
Grievance Appearances	52
Grievance Arbitration Procedure	54
Grievance Compliance with Procedure	52
Grievance Definitions	51
Grievance Forms	52
Grievance Miscellaneous Provisions	56
Grievance Procedure	51, 52
Grievance Purpose	51
Grievance Representation	51
Grievance Representatives	51

I

Implementation	94
Initial Appointment	86

L

Layoffs and Recall Procedures	49
Leave for Court-Required Service	77
Leave Without Salary	13
Local Grievance Representative (definition)	3

M

Major Fraction (definition)	3
Management Rights	63
Member of the Immediate Family (definition)	3
Merit Increases	81
Military Leave	71
Minimum Salaries	82
Minutes, Policies, and Budgets	62
Miscellaneous Provisions	66
Monthly Salary Base (definition)	4

N

No Strike or Lockout	64
Non-discrimination	8
Notice (definition)	4

O		Schedule (PBI and Merit for ASP)	34
Off Campus Travel Compensation	88	Severability	65
Outside Employment	25	Sick Leave	73
Overload	88	State Universities Retirement System (definition)	4
P		Summer Session (definition)	4
Parental Leave	69	Summer Session Salaries for Annually Contracted Faculty	86
PBI Committee	40	T	
Performance-Based Increase and Merit for Academic Support Professionals	34	Teaching Professionals (definition)	4
Performance-Based Increases	81	Temporary Academic Support Professionals	12
Personal Leave	77	Temporary Appointment (definition)	4
Personnel Files	27	Terminal Degree (definition)	4
Preamble	1	Termination or Dismissal	45
Previously Accrued Leave	79	Totality	66
Procedures (PBI and Merit for ASP)	36	Transfer	42
Professional Degree (definition)	4	Transfer (definition)	4
Professional Meetings and Work-Related Travel	77	Transfer and Reassignment Adjustments	87
Professional Responsibilities and Assignment of Duties	17	U	
Provisions of Materials (union)	58	Union (definition)	5
Purpose (PBI and Merit for ASP)	34	Union President (definition)	5
R		Union Rights	58
Reassigned Time	58	University (definition)	5
Reassignment (definition)	4	University Grievance Officer (definition)	5
Recognition	6	University President (definition)	5
Relative (definition)	4	Use of Facilities (union)	58
Retention for Academic Support Professionals	31	V	
Retraining Leave	69	Vacancy (definition)	5
S		W	
Salary Increases	80	Working Day (definition)	5
Sanctions (definition)	44		
Sanctions and Termination	44		