II. Employees

A. General

1. Coverage

This Section (II.) applies to all faculty, administrative, civil service, and other employees of Western Illinois University unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Authority to Employ

The Board of Trustees of Western Illinois University is the employer of all faculty, administrative, civil service, and other employees of Western Illinois University. All civil service employees within the System are employed in accordance with the provisions of 110 Illinois Compiled Statutes Chapter 24½, Section 38b1 et seq., as amended, and the rules of the Merit Board.

3. Delegation of Authority

a. Board approval shall be required for hiring, creating, eliminating, or significantly modifying of the positions of President, Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans. The President shall inform the Board of the appointment, promotion, resignation, retirement, or other event concerning the employment of a Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans as soon as possible after the event.

b. Board approval shall be required for the award of tenure, the final, involuntary separation of an employee to be effective during the term of an employment contract, the final approval of contracts with any collective bargaining representative, and, where applicable, creation, elimination, or modification of the categories of appointment specified in paragraph 4. below.

c. All appointments and promotions shall be made by the President except as stated in 3.a. above. The President shall consult with the Board's Chairperson before appointing a Provost/Vice President.

d. Acceptance of the resignation of an employee on behalf of the Board may be made by the President of the University or his designee.

4. Categories of Employment

a. Faculty employees shall be categorized as follows:

(1) Type of Appointment
   (a) Probationary
   (b) Tenure
   (c) Temporary
   (d) Associate Faculty (permanent temporary)

II. Employees (continued)

A. General (continued)

4. Categories of Employment (continued)

(2) Rank
(a) Instructor
(b) Assistant Professor
(c) Associate Professor
(d) Professor

(3) Bargaining Unit Status

b. Administrative employees shall be categorized as follows:

(1) Level I includes employees who hold the position of Provost/Vice President.

(2) Level II includes employees who report directly to the President, or to a Provost/Vice President and who are directly responsible for administration or coordination of: (a) multiple organizational units and/or functions; (b) generic and complex instructional activities such as graduate education or continuing education; or (c) substantial, generic, and complex activities or functions which are university-wide in scope. Employees in this category will hold titles such as Associate/Assistant Provost/Vice President, Dean, or Director and will be responsible for such activities as administration of a college, graduate education, continuing education, student services, library, admissions and records, business operations, physical plant, budget planning, advancement/public services, legal services, or institutional research.

(3) Level III includes employees who hold the position of Assistant to the President or the Provost/Vice President. Level III also includes employees who report directly to the President, or to employees in Level I or II and who are directly responsible for administration or coordination of: (a) major subdivisions of organizational units or functions; (b) major subdivisions of generic and complex instructional activities such as graduate education or continuing education; or (c) major subdivisions of substantial, generic, and complex activities or functions which are university-wide in scope. Employees in this category will hold titles such as Associate/Assistant Vice President, Associate/Assistant Dean, Registrar, Director, Associate/Assistant Director, or Coordinator.

(4) Level IV includes employees who are responsible for specific professional activities or services requiring high level academic preparation and/or conceptual skills or who are directly responsible for administration or coordination of a single organizational unit of limited scope. Employees in this category will hold titles such as Director, Associate/Assistant Director, Coordinator, Supervisor, Internal Auditor, Specialist, Administrator, or Manager.

II. Employees (continued)

A. General (continued)

4. Categories of Employment (continued)

(5) Level V includes employees who occupy positions which call for professional preparation and competence but which are essentially entry or intermediate level support positions.

(6) Medical doctors providing health services.

(7) Department Chairpersons (hereinafter referred to as Chairpersons).

c. Civil Service and other employees, including without limitation, lecturers and adjunct appointments, shall be categorized pursuant to guidelines established by the President.

5. Appointment Procedures

a. Adoption of Appointment Procedures

The University shall develop procedures for the appointment (including acting appointment) of faculty, administrative, civil service, and other employees. The procedures shall contain such provisions as are necessary and appropriate and shall be: (a) consistent with the Board's delegation of authority in Section II.A.3.; (b) consistent with the Board's commitment to affirmative action and nondiscrimination in employment practices; and (c) consistent with the Board's policy on participation in University governance. The procedures and any changes shall take effect when approved by the President for the University.

b. Policy on the Avoidance of the Appearance of Nepotism by WIU Administrative Officers

All Western Illinois University employees who have control or influence over decisions involving the use of public resources or authority have the responsibility to exercise that control or influence in a manner which maintains public confidence in the integrity of the institutional decision making processes. This responsibility includes the expectation that, in their exercise of this control or influence, employees will avoid creating the appearance of nepotism as well as other forms of conflict of interest. This expectation is generally best enforced through such normal processes of institutional shared governance and self regulation as the submission of the decision in question to open review by disinterested third parties or the withdrawal from the decision making process of those persons who may directly or indirectly influence the process for the benefit of close relatives.

In those situations where the decision maker is the President or Vice President the reality and perception of their influence and power is such that it would not be possible for them to avoid the appearance of a conflict of interest by merely submitting the decision to review or by withdrawing from the decision making process. In the absence of special circumstances which may be considered by the Board on a case by case basis, no person who is a close relative, or who is, regardless of relationship, a member of the same household of the

II. Employees (continued)

A. General (continued)

5. Appointment Procedures (continued)

b. Policy on the Avoidance of the Appearance of Nepotism by WIU Administrative Officers (continued)

President, or Vice President, shall be employed in any position which is under the administrative control of that officer who is their close relative or of whose household they are a member.

This policy shall not apply to employment decisions made before its adoption. The President shall be responsible for ensuring compliance with this policy. The President, in consultation with the Officers of the University, shall develop a definition of the term "close relative" and "member of the same household."

6. Educational Requirements

The University shall develop a policy concerning the educational requirements necessary for appointment to faculty rank, including temporary appointments. All educational requirements shall be fulfilled by study in an accredited institution of higher education. The policy shall include the following provisions and such other provisions as are necessary and appropriate:

a. the minimum educational requirements necessary for appointment;

b. any exceptions to the minimum requirements.

The policy and any changes shall become effective when approved by the President.

7. Position Descriptions

A description shall be prepared for each administrative position, including Chairpersons, in the University, except for the position of President, which is described in the Section II.B.2. and 3., and for each civil service and other position. The President, after consultation with the Officers of the University, shall develop guidelines for the preparation, review, modification, and maintenance of position descriptions.

8. Administrative Organization

An organization chart of the administrative structure shall be prepared. Board approval shall be required for any significant changes in organization prior to their taking effect.

II. Employees (continued)

A. General (continued)

9. Employee Benefits

a. Eligibility

The following provisions apply to faculty, administrative, civil service, and other employees not covered by a collective bargaining agreement, subject to the eligibility requirements stated in these Regulations.

b. Military Leave

(1) An employee 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, including basic training, special or advanced training, and annual training.

(2) During such leaves, the employee's seniority and other benefits shall continue to accrue.

(3) During leaves for annual training the employee shall continue to receive his or her regular compensation. During leaves for basic training and for up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than his or her compensation as an employee of the University, he or she shall receive his or her regular compensation as an employee of the University, minus the amount of his or her base pay for military activities. The deduction of military pay from the salary of an employee of the University shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

(4) 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 wage from the University and the military equal to, but not exceeding, the employee's straight time 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 thirty days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made in 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 the preceding paragraphs.

c. 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

II. Employees (continued)

A. General (continued)

9. Employee Benefits (continued)

c. Leave for Court Required Services (continued)

retained by the employee, provided that no employee shall be given leave with pay for:

(1) appearing as a party in a non-job related proceeding involving such employee;

(2) appearing as an expert witness when the employee is compensated for such appearance; or

(3) appearing as a plaintiff or complainant in a proceeding in which the Board, or the University, is a defendant or respondent.

In granting leave of absence for jury duty, an employee may be required to return to work for the time during which the employee is not required in any jury attendance.

d. Benefits While on Compensated Leave

(1) An employee shall earn vacation leave and sick leave while on compensated leave other than educational leave or administrative leave.

(2) 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.

(3) 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.

e. Emergency Leave

(1) If an emergency arises (such as a severe snow storm, tornado, riot, etc.) in which the safety, health, or welfare of employees is a matter of concern, the President of the University may order employees to absent themselves from work with pay.

(2) Civil Service employees ordered to absent themselves from work under such circumstances shall not lose seniority because of such absence.

(3) Employees not excused from work under such circumstances who fail to report for work as scheduled may be denied compensation for such absence.

II. Employees (continued)

A. General (continued)

9. Employee Benefits (continued)

f. Extended Sick Leave

The President of the University or his/her designee may grant an employee sick leave with full pay for a period not to exceed 60 calendar days, if the employee: (1) has completed at least three full years of service at the University; (2) has exhausted all sick leave benefits; (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.

g. Implementing Policies

The University may develop policies implementing the benefits specified in this Subsection A.9., Subsection B.12., and Subsection C.7. of this regulation. The policies and any changes shall become effective when approved by the President.

9.1 Federal Family and Medical Leave Act

Regardless of any other provisions of these Regulations, and in addition to any other benefits provided to employees, all employees who have a total cumulative service of at least 1 year with the University and who have worked for 1,250 hours over the last 12 months, may take up to a total of 12 weeks unpaid leave during any 12-month (fiscal year) period under the federal Family and Medical Leave Act (FMLA) of 1993. FMLA leave may be taken for one or more of the following purposes:

a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

b. Because of the placement of a son or daughter with the employee for adoption or foster care.

c. In order to care for the spouse, domestic partner**,** or a son, daughter, or parent, of the employee, if such spouse, domestic partner**,** son, daughter, or parent has a serious health condition.

d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

FMLA leave for the birth or adoption or foster care placement of a son or daughter may be taken on an intermittent or reduced work schedule and, except where the date of birth or adoption or foster care placement requires leave to begin earlier, will only be given after 30 days' advance notice. If an employee has accrued any paid vacation leave, compensatory time, personal leave, or other family or parental leave under any other University benefit provision, that leave may be substituted for unpaid FMLA leave taken for the birth or adoption or foster care placement of a son or daughter to the extent that such University leave would normally be available for this

II. Employees (continued)

A. General (continued)

9.1 Federal Family and Medical Leave Act (continued)

purpose under the circumstances in question.

FMLA leave taken because of the serious health condition of the employee, or to care for an employee's spouse, domestic partner**,** son, daughter, or parent with a serious health condition, must be supported by certification from a health care provider, and may be taken on an intermittent or reduced work schedule of not less than half hour periods when the medical necessity for such a schedule is supported by such certification. Where the need to take such leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment in an operationally nondisruptive manner, and shall provide 30 days advance notice, or such notice as is practicable if the treatment must begin earlier. Under the conditions defined by the FMLA and in a manner consistent with University procedures, second and third medical opinions and recertifications may be required and an employee on intermittent or reduced leave may be required to transfer temporarily to an available alternative position. If the employee has accrued any paid vacation leave, compensatory time, personal leave, or any other medical or sick or family or parental leave under any other University benefit provision, that leave may be substituted for the unpaid FMLA leave taken for the serious health condition of the employee or to care for the employee's spouse, domestic partner**,** son, daughter, or parent with a serious health condition to the extent that such University leave would normally be available for this purpose under the circumstances in question. Certification that an employee is able to return to work will be required for return from FMLA leave taken because of the serious health condition of the employee under the same terms and conditions currently applicable to employees under existing state laws and regulations, Board Regulations, and collective bargaining agreements.

In general, an employee on unpaid FMLA leave will be entitled to be restored to the same or an equivalent position on return from the leave, and will be treated in regards to entitlement to benefits while on leave in the same manner as any other employee on leave without pay, with the exception that health benefits coverage shall be extended to an employee on FMLA leave for the duration of such leave at the level and under the conditions of coverage which would have been provided if the employee had continued in employment continuously for the duration of the leave. Under circumstances where University provided paid leave is substituted for FMLA unpaid leave, employees will be entitled and will accrue benefits to the extent and in the manner provided for by Board Regulations and collective bargaining agreements governing paid leave. The maintenance of health benefits for employees on FMLA leave will be governed by the rules and procedures adopted by the Department of Central Management Services for this purpose.

II. Employees (continued)

A. General (continued)

10. Outside Employment

An employee's participation in outside employment must be consistent with the employee's obligation to the Board as the primary employer and is subject to such conditions as may be imposed by federal or state law or the terms of a collective bargaining agreement.

11. Retirement

Employees are subject to the statutes and rules governing the State Universities Retirement System (Article 1, 15 & 20 of Illinois Pension Code).

12. Tax Deferred Supplemental Retirement Plan

In accordance with the applicable provisions of the Internal Revenue Code and "An Act in relation to State Finance", approved June 10, 1919 as amended, the Board has adopted a plan for the employees of the Board to be known as the "Tax Deferred Supplemental Retirement Plan," as described in this regulation.

a. Approval of Companies

The Board will approve, suspend, or remove companies authorized to issue tax deferred supplemental retirement contracts under this plan.

b. Conditions of Agreement With Employees

Each person now employed or hereafter employed by the Board shall, while this plan remains in effect, have the privilege of electing to participate in the Tax Deferred Supplemental Retirement Plan in consideration for which the Board shall pay the amount of adjustment in earnings agreed to by the employee to any of the companies approved by the Board, as hereinafter provided, to be applied to the employee's contract under which the employee's rights are non-forfeitable except for failure to make future contributions.

Each employee who desires to participate in this plan shall elect to do so in writing on forms provided by the Human Resources Office.

II. Employees (continued)

A. General (continued)

13. Tuition Waiver Plan

a. Summary: This regulation constitutes the Western Illinois University Tuition Waiver Plan, which is established within the meaning of the Internal Revenue Code.

b. Purpose: The purpose of the Plan is to provide Eligible Employees a means of obtaining Tuition Waivers.

c. Applicability: The provisions of the Plan are applicable only to Eligible Employees of the Employer in current employment on or after the Effective Date.

d. Definitions: Whenever used in the Plan, the following terms shall have the meanings set forth below, unless otherwise expressly provided.

(1) "Code" means the Internal Revenue Code, as amended from time to time.

(2) "Collective Bargaining Agreement" means any agreement in effect on or after the effective date between the Employer and any duly certified "exclusive representative," as defined in the Illinois Educational Labor Relations Act.

(3) "Effective Date" means January 1, 1987.

(4) "Eligible Employee" means any employee who meets the conditions for eligibility for a tuition waiver set forth in the Regulations or a Collective Bargaining Agreement.

(5) "Employer" means the Board of Trustees of Western Illinois University.

(6) "Employee" means an employee of the Employer.

(7) "Member" means an Employee who meets the conditions of paragraph e. of the Plan.

(8) “Plan" means the Western Illinois University Tuition Waiver and Educational Assistance Plan, as set forth in this regulation, and as may be amended from time to time.

(9) "Regulations" means the Regulations of the Board of Trustees of Western Illinois University, as amended from time to time.

(10)"Tuition Waiver" means any tuition waiver available to any Eligible Employee in accordance with the Regulations or any Collective Bargaining Agreement.

II. Employees (continued)

A. General (continued)

13. Tuition Waiver Plan (continued)

e. Incorporation by Reference

The specific benefits available to Eligible Employees under the Plan are described in Sections II.B.12.i. and II.C.7.h. of these Regulations and the Tuition Waiver provisions of the collective bargaining agreement between the Board and the University Professionals of Illinois, which are hereby incorporated by reference herein.

f. Membership

Any Eligible Employee shall become a Member in the Plan on the first day of eligibility for a Tuition Waiver, but not before the effective date, provided that membership in the Plan by such Employee does not constitute discrimination under the Code and regulations promulgated thereunder.

g. Duration of Membership

A Member shall cease to be a Member when he or she is no longer eligible for a Tuition Waiver.

h. Commencement of Participation

Participation in the Plan shall commence when a Member receives a Tuition Waiver and shall remain in effect for the duration of such Tuition Waiver.

i. Administration

(1) The Employer has the full authority to administer the Plan and adopt, amend, or revoke internal management procedures which are consistent with, and necessary to implement and maintain, the Plan.

(2) The Employer intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable and that the Plan shall at all times be maintained for the exclusive benefit of the Employees.

(3) The Employer shall provide reasonable notification to Eligible Employees of the benefits available under the Plan.

(4) The plan year for the Plan is the fiscal year of the University.

II. Employees (continued)

A. General (continued)

13. Tuition Waiver Plan (continued)

j. Amendment and Termination

(1) The Plan is established with the intention that it be maintained indefinitely; however, the Employer reserves the right to amend the Plan from time to time and to terminate the Plan at any time.

(2) Notwithstanding any provision hereof to the contrary, the Plan shall be automatically amended or terminated, effective as of the effective date of any provision of the Code or regulations promulgated thereunder requiring such amendment or termination.

14. Official Residences, Offices, and Automobiles

a. The President shall be required as a condition of employment to live in an official residence provided by the Board. The official residence shall include a public area to be used for ceremonial and entertainment purposes, as well as other university business. The official residence shall have installed a separate telephone line to the University and other equipment which may be needed to enable the President to maintain direct contact with the institution and perform official duties on an on-call basis. The Board shall maintain the official residence and its grounds and provide housekeeping services and furnishings for the public area.

b. The President shall submit to the Board for approval an annual budget for repair, remodeling, and furnishing of the official residence. Requests for Board approval of such projects shall be accompanied by a description of the project, a project budget, and a statement of justification. In addition, prior Board approval shall be required for each such project which has not been previously approved by the Board, provided that in emergency situations such approval may be granted by the Board Chairperson, after consultation with the President, and reported to the Board at its next meeting.

c. The President shall be provided by the Board with an automobile for official business and personal use.

II. Employees (continued)

A. General (continued)

15. Employees Licensed to Practice Law

Unless appearing pro se, employees of the Board who are licensed to practice law may not represent any person or entity in any litigation, administrative proceeding, or other matter (other than proceedings conducted pursuant to Board or university regulations or procedures or a collective bargaining agreement to which the Board is a party) in which the Board, the University, or other employees of the Board are adverse parties.

16. Labor Relations

a. Authority for the negotiation, administration, and coordination of all collective bargaining agreements and overall responsibility for labor relations activities is delegated by the Board to the President. There shall be an on-site contract administrator designated by the President to handle the day-to-day implementation of collective bargaining agreements on campus.

b. No collective bargaining agreement shall be effective or implemented until first ratified by the certified employee representative and then approved by the Board.

c. All collective bargaining agreements shall be signed by the Chairperson and Secretary of the Board or, where appropriate, by officials of the University authorized to sign such instruments in the names of the Chairperson and Secretary.

17. Intellectual Property Policy (Approved June 5, 2009)

A) Definitions

1) **Intellectual Property:** The term "intellectual property" as used herein is broadly defined to include inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data, and other creative or artistic works that have value. Intellectual property includes that which is protectable by statute or legislation, such as patents, copyrights, trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research, and other examples cited under clause (5).

2) **Technology Transfer**: Technology Transfer involves the assignment of the right to use the intellectual property resulting from the scholarly activities at the University to the for-profit sector for commercialization. The specific rights such as further development of the product(s) based on the technology, manufacturing, marketing, and offering for sale in a defined geographic territory, and the financial returns for these rights are agreed upon under a negotiated business agreement with an external agency.

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

A) Definitions (continued)

3) **Patent:** A patent is the exclusive right to exclude others from making, using, or selling an invention for a specified period granted by the federal government to the inventor of a device or process if the device or process is novel, useful, and non-obvious.

4) **Copyright:** 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.

5) **Traditional academic copyrightable works:** Traditional academic copyrightable works are a subset of copyrightable works created independently and at the creator's initiative for traditional academic purposes. Examples include class notes, course materials, syllabi, books, theses and dissertations, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination that are not created as an institutional initiative.

6) **Works created as an institutional initiative:** These are "commissioned works" sometimes referred to as "works for hire." For example, if a faculty member was paid to design a new logo for a college, this would be considered a work created as an institutional initiative.

7) **Non exclusive right to use:** This gives the university the right to use a specific intellectual property without limiting the creator's right to license or sell that work to other parties.

B) Patents

1) All potential patentable inventions conceived or first reduced to practice in whole or in part by members of the faculty or staff (including student employees) of the University in the course of their University responsibilities or with more than incidental use of University resources, shall be disclosed on a timely basis to the Office of Sponsored Projects. Title to such inventions shall be assigned to the University, regardless of the source of funding, if any (unless a prior agreement is negotiated between the University and the sponsoring agency). Any decision to reassign ownership rests with the Intellectual Property Oversight Committee.

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

B) Patents (continued)

2) The University shall share royalties from inventions assigned to the University with the inventor.

3) If the University cannot, or decides not to, proceed in a timely manner to patent and/or license an invention, it may reassign ownership to the inventors upon request to the extent possible under the terms of any agreements that are supported or are related to the work.

4) The inventors, acting collectively where there is more than one, are free to place their inventions in the public domain if they believe that would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that supported or are related to the work.

5) Waivers of the provisions of this policy may be granted by the Provost upon recommendation of the Intellectual Property Oversight Committee on a case-by-case basis, giving consideration among other things: to University obligations, to sponsors, whether the waiver would be in the best interest of technology transfer, whether the waiver would be in the best interest of the University, and whether the waiver would result in a conflict of interest.

C) Copyrights

1) The Board recognizes that the creation of scholarly materials can be of benefit to the author and the Board and the University and thus it is to be encouraged. Therefore, the Intellectual Property Policy is intended to foster the traditional freedoms of faculty, staff, and students with regard to the creation and publication of copyrightable works. At the same time, this policy is intended to provide a fair and reasonable balance of the interests in such works among authors, sponsors, and the Board and the University.

2) Works subject to copyright may include, but are not limited to, the following:

(a) books, journal articles, texts, glossaries, bibliographies, and proposals
(b) study guides, laboratory manuals, syllabi, and tests
(c) lectures, dramatic or musical works, and unpublished scripts
(d) films, film strips, charts, transparencies, and all other visual aids
(e) pictorial, graphic, and sculptural works
(f) audio and video tapes and cassettes
(g) programmed instruction materials
(h) computer programs

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

C) Copyrights (continued)

3) University Rights in Creator-Owned Works:

(a) Traditional academic copyrightable works created using University resources usually and customarily provided (including internally funded grants) are owned by the creators.

(b) Traditional academic copyrightable works created with use of University resources over and above those usually and customarily provided shall be owned by the creators but licensed to the University. The minimum terms of such license shall grant the University the right to use the original work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. When the circumstances of development lead the University to claim more than minimum license rights, the rights of the creator and the University shall be outlined in a written agreement prior to development. Questions or conflicts shall be resolved by the Intellectual Property Oversight Committee.

4) Indemnification: The author shall certify in writing that, to the best of the author's knowledge, the materials used in the relevant intellectual property do not infringe on any existing copyright or other legal right. The University shall require the author to agree in writing to indemnify and hold harmless the University from and against all damages, costs, and expenses to which it may be subjected as a result of infringement of copyright or other legal rights pertaining to the materials.

5) Works owned by the author may be copyrighted, published, and distributed by the author, or by others to whom the author has assigned such rights, subject only to any license referred to in clause (3) above. Authors may request that the work be produced through the University; and, if the request is granted, an agreement will be drawn up specifying the duties of the author and the University, the distribution of any income received between the author and the University, and other mutually agreed upon terms. The agreement shall be approved by the Intellectual Property Oversight Committee, after considering the recommendations of the Provost and the appropriate research administrator or committee.

6) Course-related Intellectual Property: Faculty who develop course-related intellectual property as part of the normal duties shall retain ownership and control of the material throughout their employment at Western Illinois University. The University shall have the right of first refusal with respect to the marketing of such materials for use outside of the University and the University shall retain a non-exclusive license to use the material for instructional purposes. When an employee leaves the University, the University shall

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

C) Copyrights (continued)

6) Course-Related Intellectual Property (continued)

continue to retain a non-exclusive license to use the material for instructional purposes for all course-related intellectual property developed by the employee while employed by the University.

Faculty owners of course-related intellectual property maintain the right to update, correct, or withdraw course material from use. In the interest of maintaining instructional continuity, the University may negotiate a transition agreement with the owners of course-related intellectual property that specifies a "phase-out" period before the intellectual property is withdrawn from use. If an agreement cannot be reached a minimum phase-out period of one year shall be granted to the University.

D) Ownership Resolution

If an author is uncertain about the ownership of a work arising out of a particular project, before undertaking the project the author shall be entitled to request in writing and to receive a clarifying written statement from the Intellectual Property Oversight Committee.

E) Implementation

1) Derivative Policies: The University may develop derivative policies implementing the provisions of the sections on copyrights and patents above.

2) The Intellectual Property Oversight Committee: The application of the Intellectual Property Policy will be supervised by the Intellectual Property Oversight Committee. The committee will meet as needed, at least annually to review the requests for commercialization of intellectual property produced by the University community and to hear appeals on the application of the Intellectual Property Policy to particular cases. Appeals may be brought by the creator(s) of intellectual property, their college or vice presidential area or by the University administration. The Intellectual Property Oversight Committee will consist of five members each appointed for a three-year period. Three members of the committee will be faculty members (from different colleges) appointed by Faculty Senate, one member will be appointed by Deans' Council, and one member will be appointed by the Vice President for Administrative Services. The Director of the Sponsored Projects will serve as a non-voting ex officio member of the committee. A chairperson will be selected from among the faculty committee members. Minutes will be recorded for all meetings of the Intellectual Property Oversight Committee and these minutes will be kept for a minimum of seven years.

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

E) Implementation (continued)

3) Division of Revenues: The Intellectual Property Oversight Committee shall keep detailed records of the direct costs incurred to commercialize individual intellectual properties. The creator(s) of the intellectual property who contribute their own funds to the research and/or development of the property must keep detailed records of the direct costs (including receipts). Both the University and the creators will be allowed to recover direct costs before further revenue is divided. After the costs have been recovered further revenue shall be divided as follows:

(a) Fifty percent to the creator or creator(s) of the intellectual property. If no prior agreement proportioning the distribution of creator revenues exists then the revenue will be divided equally.

(b) Twenty-five percent to the creator's or creators' college(s) (or to the University library in cases in which a creator is a member of library faculty or staff). If a creator does not belong to an academic college or the library then the revenues accrue to the creator's vice presidential area. If there are multiple creators then revenues accrue to their units in the same proportion that governs the distribution of the creators' revenues.

(c) Twenty-five percent to the Provost's Office. The formula governing the division of revenues may be modified by the Intellectual Property Oversight Committee in individual cases.

F) Student and Collaborative Works

1) Student Intellectual Property: All works of Intellectual Property produced by students as part of their course or thesis work belong to the students who created the work. Students may submit their Intellectual Property to the Intellectual Property Oversight Committee to be considered for commercialization. Students who wish to have their Intellectual Property commercialized through the University must agree to abide by the University's Intellectual Property Policy. The college portion of the revenue generated from student Intellectual Property will accrue to the college or the creator's major.

II. Employees (continued)

A. General (continued)

17. Intellectual Property Policy (continued)

F) Student and Collaborative Works (continued)

1) Student Intellectual Property (continued)

Student intellectual property created with use of University resources over and above those usually and customarily provided shall be owned by the creators but licensed to the University. The minimum terms of such license shall grant the University the right to use the original work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. When the circumstances of development lead the University to claim more than minimum license rights, the rights of the creator and the University shall be outlined in a written agreement prior to development. Questions or conflicts shall be resolved by the Intellectual Property Oversight Committee.

2) Student Collaborations with Faculty or Staff: Intellectual Property that is produced by collaborations between students and faculty or staff will be treated in the same manner as collaborations involving only faculty and staff.

3) Interagency Collaborations: Intellectual Property created through collaborations between the faculty and staff employed by Western Illinois University and individuals (other than students of Western Illinois University) who are not employed by the University may be eligible for commercialization through the University. In such cases, all creators and (where appropriate) their employers must agree in writing to be bound by the terms of Western Illinois University's Intellectual Property Policy.

Notes: The term "resources usually and customarily provided" refers to the resources provided to faculty members in the normal course of their duties. The exact nature of such resources can be highly specific to the academic area of the faculty member(s). If the Intellectual Property Oversight Committee needs to clarify whether a particular resource is "usually and customarily provided" it will abide by the judgment of the faculty member's departmental committee.

II. Employees (continued)

B. Faculty and Administrative Employees

1. Coverage

This Subsection B. applies to all faculty and administrative employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Responsibilities of the President

The President is the chief executive officer of the University, and is responsible to the Board for the execution of Board policies and for the management and direction of University operations. The President shall have full authority and responsibility within the framework of Board policies and procedures for the organization, management, direction, and supervision of the University and shall be held accountable by the Board for the effective administration of the institution. In the discharge of these responsibilities, the President shall consult with appropriate constituencies. The President shall be employed by, and serve at the pleasure of, the Board unless the contract of employment specifies otherwise.

Specifically, the President is accountable to, and will be evaluated from time to time by, the Board for the performance of the following duties:

a. Providing general leadership for the University.

b. Making recommendations concerning the mission, scope, and organization of the University and concerning plans and policies for the development and enhancement of University operations and activities.

c. Administering and directing University plans, operations, programs, and activities in the areas of academic affairs, administrative and fiscal affairs, student affairs, and public affairs and development.

d. Serving, under the general direction of the Board, as the principal spokesperson and representative for the University with the Governor and General Assembly, Illinois Board of Higher Education, and other external constituencies.

e. Developing and maintaining good public relations including establishment of rapport between the University, community, and the publics which it serves.

f. Making recommendations concerning the initiation, continuation, or modification of University programs and activities.

g. Making recommendations concerning the operating and capital budget requests, appropriation requests, and internal budgets of the University.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

2. Responsibilities of the President (continued)

h. Making recommendations concerning the selection and appointment of such officers as may be designated by the Board.

i. Performing such other duties as may be delegated by the Board.

3. Selection of the President

The Board will determine whether to function as a committee of the whole in the process of identifying the qualifications, experience, and characteristics to be sought in a President and in selecting a President. There may be a campus advisory committee, which may include representatives of one or more external constituencies, appointed to conduct all presidential searches.

4. Reassignment of the President

Unless the contract of employment specifies otherwise, the President may be reassigned by the Board without notice in advance. The President who is reassigned shall receive written notice of any reduction in monthly compensation as follows:

(1) in the first year of employment as President, not later than three months prior to the effective date of reduction in monthly compensation; and

(2) in the second or subsequent year of employment as President, not later than six months prior to the effective date of reduction in monthly compensation.

5. Termination of the President with Notice

The President shall be employed by, and serve at the pleasure of, the Board unless the contract of employment specifies otherwise. The President shall receive written notice of termination, signed by the Chairperson of the Board, as follows:

(1) in the first or second year of employment as President, not later than six months prior to the termination date specified in the notice;

(2) in the third or subsequent year of employment as President, not later than twelve months prior to the termination date specified in the notice.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

6. Termination of the President for Cause

In the case of one or more acts or omissions which, singly or in the aggregate, have directly and substantially affected or impaired the President's performance or fulfillment of duties, the President may be terminated for cause. Prior to termination, the President shall have the right to a hearing by the Board.

7. Distinguished Service Professorship

a. From time to time, the Board may wish to continue to benefit from the abilities and experience of a resigning President. In such cases, the Board may, at its discretion, appoint that individual as a Distinguished Service Professor. The terms, conditions, and duration of such appointment shall be set by the Board. The salary shall be comparable to the salary of senior faculty members within the University. Appointment to a Distinguished Service Professorship may, at the discretion of the Board, include a sabbatical leave provided the program of study or research to be undertaken by the appointee on such leave is first reviewed by the Board and judged to be in the interest of the University. If the appointment is made within a specific academic department, there shall be discussions with appropriate institutional and departmental representatives.

b. Persons appointed with the title "Distinguished Service Professor" to undertake teaching and/or research responsibilities shall be included in the faculty collective bargaining unit. Persons appointed to undertake other assignments without the title of "Distinguished Service Professor" shall not be included in the faculty bargaining unit.

8. Salaries and Compensation

a. The President shall annually develop guidelines for the setting of salaries.

b. The University shall develop policies concerning salaries for Chairpersons. The policies and any changes shall become effective when approved by the President.

c. The salary of any individual becoming a member of the faculty after relinquishing an administrative position shall be determined on the basis of such individual's qualifications as a faculty member.

9. Administrative Employees with Faculty Rank (Approved June 3, 2011)

The following provisions shall apply to administrative employees with faculty rank (including Chairpersons) and shall not apply to employees covered by a collective bargaining agreement.

a. An administrative employee may retain faculty rank in a department (or equivalent academic unit) in which he/she has previously been granted by the University. Furthermore, an administrative employee may be granted faculty rank at the time of appointment or

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

9. Administrative Employees with Faculty Rank (continued)

subsequently or may be promoted in faculty rank if such employee satisfies the educational requirements specified in Subsection A.6. above and faculty rank or promotion is recommended by the appropriate department (or equivalent academic unit), the Dean, and Provost/Vice President and approved by the President. Promotion in rank for administrative employees with faculty rank shall follow the same procedures as those used in promotion of faculty employees covered by a collective bargaining agreement. Evaluation for promotion shall be based on Department criteria.

b. An administrative employee with faculty rank previously granted tenure by the Board shall retain such tenure, which shall not be transferred from one department (or equivalent academic unit) to another.

c. Except as otherwise provided in Paragraph f. herein, at the time of initial employment by the Board, an administrative employee whose preceding employment included faculty rank and tenure may be granted tenure only if so recommended by the department (or equivalent academic unit), the Dean, the Provost/Vice President, and the President and approved by the Board.

d. Except for a Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who shall be eligible for tenure as provided in paragraph e. below, an administrative employee with faculty rank but without tenure shall not be eligible for tenure during the period that such employee occupies an administrative position.

e. Chairpersons, Assistant/Associate Deans, and Assistant/Associate Vice Presidents, shall be eligible for consideration for tenure during their term of service as Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, if they hold at least the rank of Assistant Professor and meet the following requirements. Such employees may be considered for promotion to Associate Professor and tenure in the same year. The evaluation process for tenure of Department Chairpersons, Assistant/Associate Deans, and Assistant/Associate Vice Presidents, shall be the same as that for faculty employees covered by a collective bargaining agreement. Evaluation for tenure of Department Chairpersons, Assistant/Associate Deans, and Assistant/Associate Vice Presidents, shall be based on Department criteria.

(1) Educational Requirements

A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, shall be eligible for consideration for tenure if he/she meets the educational requirements established by the University for tenure for faculty employees covered by a collective bargaining agreement.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

9. Administrative Employees with Faculty Rank (continued)

e. Chairpersons (continued)

(2) Years of Service

(a) Except as provided in paragraph (3) below, a Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, may not apply for tenure before his/her sixth probationary year of employment at the University.

(b) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who has no previous full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year one at the time of initial appointment.

(c) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who has one year of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year two at the time of initial appointment.

(d) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year three at the time of initial appointment.

(e) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who has three or more years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year four at the time of initial appointment.

(f) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, may elect to be placed in a lower-numbered probationary year by written notification to the appropriate Provost/Vice President by the close of the first academic term following his/her initial appointment.

(3) Consideration for Tenure on the Basis of Exception

(a) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who does not satisfy the educational requirements for tenure established pursuant to paragraph (1) above or the years of service requirement specified in paragraph (2) above may apply for consideration for tenure in his/her fourth, fifth, or sixth year of full-time service at the University on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

9. Administrative Employees with Faculty Rank (continued)

e. Chairpersons (continued)

(b) A Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, who applies for consideration for tenure as an exception to the educational requirements or years of service requirements shall present evidence in support of his/her claim for an exception.

(4) Tenure for Chairpersons, Assistant/Associate Deans, and Assistant/Associate Vice Presidents, shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the President. Tenure shall be in an academic department or equivalent unit.

(5) The performance of a Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, during the entire term of employment shall be considered by the Board in determining whether to grant tenure.

(6) An eligible Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, must apply to the Dean of his/her college (or equivalent unit) prior to the commencement of the tenure process in order to be considered for tenure. In the event that an eligible Chairperson, Assistant/Associate Dean, and Assistant/Associate Vice President, does not submit his/her application for tenure in the sixth probationary year, such employee shall receive a terminal contract for the next subsequent academic year.

(7) Removal From Office
In appropriate circumstances, removal of a Chairperson from office may be initiated by vote of a 2/3 majority of all probationary and tenured faculty members of the department/division, or by the Dean of the College after consultation with members of the department/division and the Provost/Academic Vice President. The final decision with respect to removal of a Chairperson shall be made by the President. In the event of removal from office, a Chairperson shall be entitled to return to his/her department/division to assume faculty responsibilities at his/her then current faculty rank. The Provost shall establish guidelines concerning the removal of a Chairperson from office. The guidelines shall ensure due process for the incumbent Chairperson.

f. At the time of initial employment or at any subsequent time during employment, the President of the University may be granted tenure upon approval by the Board.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (Approved March 28, 2014)

a. Reassignment

Administrative Employees at the University may be reassigned by the President without notice in advance. The President shall consult with the Board's Chairperson prior to the reassignment of a Vice President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), who are reassigned shall receive written notice of any reduction in monthly compensation as follows:

(1) in the first year of employment at the University, not later than one month prior to the effective date of reduction in monthly compensation; and

(2) in the second or subsequent year of employment at the University, not later than three months prior to the effective date of reduction in monthly compensation.

This paragraph a. does not apply to Chairpersons.

b. Termination With Notice (Revised March 28, 2014)

All employees other than the President shall be employed by the Board and serve at the pleasure of the President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), shall receive written notice of termination signed by the President, as follows:

(1) in the first year of employment at the University, not later than one months prior to the termination date specified in the notice or an immediate termination with severance pay as outlined in paragraph c.; and

(2) in the second through fifth year of employment at the University, not later than three months prior to the termination date specified in the notice or an immediate termination with severance pay as outlined in paragraph c.; and

(3) in the sixth or subsequent year of employment at the University, not later than six months prior to the termination date specified in the notice or an immediate termination with severance pay as outlined in paragraph c.

Employees terminated in accordance with this paragraph b. shall not be entitled to invoke the procedures for hearing provided in paragraph d. below. If such employees have academic rank (but not tenure) they shall not be entitled to return to a teaching position. The provisions for prior notice set forth in this paragraph b. shall not be applicable in cases involving termination for cause, in which cases the procedures specified in paragraph d. below shall apply. This paragraph b. does not apply to the removal from office of Chairpersons. The

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (continued)

b. Termination With Notice (continued)

President shall consult with the Board's Chairperson prior to issuing a written notice of termination to a Vice President.

c. Severance Pay

(1) in first year of employment at the University – One month salary

(2) in the second through the fifth year of employment at the University – Three months' salary

(3) in the sixth or subsequent year of employment at the University – Six months' salary

Severance pay will be issued in the form of a lump sum payment

Benefits

Accrued time will be paid out to the employee. Vacation will stop accruing as of the effective date of termination. Insurance coverage, if applicable, ends on the last day of the month in which the employee receives the severance benefit. Upon termination of coverage, COBRA notification will be forwarded.

(1) Voluntary Resignation

(2) Termination for Cause

(3) Disability covered by Worker's compensation

(4) Retirement

(5) Discontinuation of a Grant

(6) In the event that a University function or service is contracted, assigned or otherwise transferred to another entity and University employees in that function or service are offered employment by the other entity with-in (30) days of the contract, assignment or transfer, provided the employees receive 90% of previous salary (compensations)

d. Termination for Cause

(1) Employees Covered by a Collective Bargaining Agreement

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (continued)

d. Termination for Cause (continued)

Termination of a tenure appointment at any time or of a probationary, temporary, or other nontenure appointment before the end of the specified term shall be governed by the appropriate collective bargaining agreement.

(2) Employees Not Covered by a Collective Bargaining Agreement

Termination of employees not covered by a collective bargaining agreement before the end of the specified term of employment may be effected at any time for adequate cause after notice and an opportunity to be heard as provided in these Regulations. Termination proceedings shall be initiated by the President. The President shall notify the Board prior to the initiation of a termination proceeding against a Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans.

"Adequate cause" as used in this paragraph c. 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 his/her duties.

(3) The following provisions shall apply to university employees:

(a) The President shall have the right to a hearing by the Board.

(b) Prior to issuance of a notice of intent to seek termination of an employee, the supervising Vice President, Dean, or Director shall hold at least one meeting with the employee to discuss possible remedial actions by the employee or to discuss settlement of the matter.

(c) Prior to the initial meeting, the supervising Vice President, Dean, or Director shall provide the employee with a written statement of the purpose of the meeting, including an identification of the topics to be discussed.

(d) Additional meetings to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the Vice President, Dean, or Director or the employee notifies the other in writing of his/her belief that further meetings will not be productive.

(e) Not later than six months from the date of the first meeting (a time limitation which may be extended by agreement of the parties) the Vice President, Dean, or Director

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (continued)

d. Termination for Cause (continued)

shall provide the employee in writing with one of the following:

(i) 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;

(ii) 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;

(iii) specification 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 intent to seek termination will be issued before evaluation of the remedial actions;

(iv) the terms upon which the matter is to be settled; or

(v) a notice of intent to seek termination.

(f) If the President issues a notice of intent to seek termination, the following procedure shall apply:

(i) A termination proceeding shall be initiated by the President providing a notice of intent to seek termination with a statement of reasons for termination to the employee.

(ii) The employee shall have the right to request a formal hearing before a committee of five employees selected from the faculty in the case of a faculty employee and selected from the administration in the case of an administrative employee. Such a request must be received in writing by the President within fifteen work days after service of the notice of intent to seek termination. If the employee requests a hearing, the committee shall be selected within fifteen work days after the President has received the request. The employee shall select two employees to serve on the committee, and the President shall select two employees to serve on the committee. The four employees so selected shall select a fifth employee to serve on the committee. If a committee is not selected by the method described above within fifteen work days, the President shall appoint the remaining members of the committee.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (continued)

d. Termination for Cause (continued)

(f) If the President issues a notice of intent to seek termination, the following procedure shall apply (continued)

(iii) The employee shall be provided with a notice of the hearing and specific written charges at least twenty work days prior to the hearing. During the proceedings the employee may be assisted by a counselor or advisor of his/her choice.

(iv) 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 an opportunity to present witnesses and to confront and cross-examine all witnesses.

(v) A termination hearing shall not exceed three months unless extended by a majority vote of the hearing committee. The findings and recommendations of the committee shall be reduced to writing and furnished to the employee and the President within twenty work 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 President. If the President rejects the report, he/she shall state the reasons for doing so in writing to the hearing committee and the employee and provide an opportunity for a written response. If the hearing committee concludes that adequate cause for termination has been established, it will so recommend, with supporting reasons in writing, to the President. If the hearing committee concludes that adequate cause for a sanction less than termination has been established, it will so recommend, with supporting reasons in writing, to the President.

(vi) The recommendation of the President, along with that of the hearing committee should it not concur with the President, shall be submitted in writing to the Board.

(vii) If a hearing committee fails to provide its findings and recommendations in writing within twenty work days after conclusion of the hearing, the President shall submit his/her recommendations in writing to the Board.

(viii) If the employee fails to request a hearing in writing within fifteen work days after service of the notice of intent to seek termination, the President shall consult with the Chairperson of the Board before deciding whether or not there is adequate cause for termination or for a sanction less than termination. The

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

10. Reassignment and Termination (continued)

d. Termination for Cause (continued)

decision of the President shall be reduced to writing and furnished to the employee with supporting reasons. The decision of the President in such cases shall be final.

(4) The following provisions apply to all employees covered by this Subsection B.:

(a) An employee terminated for adequate cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.

(b) An employee served with notice of intent to seek termination may be suspended or reassigned by the President with compensation if he/she is of the opinion that the employee's presence in his/her appointed position constitutes a threat of bodily harm or harm to property or might impede operations. If, following the hearing process described above, it is determined that no action against the employee will be taken, the employee will be restored to his/her position.

(c) A record of any disciplinary action taken against an employee shall be placed in the employee's personnel file.

11. Compulsory Disability Leave

a. If the President or Vice Presidents of the University believe an employee is unable to perform assigned duties due to illness or injury, he/she may inform the employee in writing of the basis for such belief and 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 President. 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.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

11. Compulsory Disability Leave (continued)

b. If the medical evidence indicates that 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) is unable to perform, with a reasonable accommodation, the essential duties required by the position of employment, the President may place the employee on compulsory disability 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 disability leave, if any, which is not covered by earned leave credits shall be without pay. No actions taken shall restrict or deny any rights guaranteed by the Family & Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), or state or federal disability benefits.

c. After expiration of one-half of the compulsory disability leave period, the employee may, upon prior notice to the President, and at the employee's expense, seek a medical opinion from a doctor acceptable to the President as to the ability of the employee to return to work. If the opinion indicates the employee is able to return to work, the employee may return to work at a time mutually agreed upon between the employee and the employer.

d. If, in the opinion of a doctor chosen and paid for by the University, or of a doctor chosen and paid for by the employee who is acceptable to the President, an employee is unable to return to work at the end of a compulsory disability leave, the President may (1) extend the leave without pay, (2) request the employee's resignation, or (3) terminate the employee's employment.

12. Employee Benefits (Revised June 4, 2004)

a. Application

(1) The benefits described in this paragraph 12. are applicable only to faculty and administrative employees who are not covered by a collective bargaining agreement, except as in II.B.12.b.(1).

(2) An employee with a full-time appointment shall be eligible to receive the benefits described in this paragraph 12. An employee whose appointment is at least half-time but less than full-time shall be eligible to receive such benefits on a pro-rated basis, provided that such employee shall not be eligible for educational leave or leave without salary.

(3) An employee who receives an appointment on an "acting" basis shall, if not prohibited by or inconsistent with a collective bargaining agreement, be eligible for the benefits described in this paragraph 12. during the term of his/her "acting" appointment.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

(4) An employee hired specifically for a full-time temporary position shall, during the first fiscal year of such appointment, earn non-cumulative sick leave at the rate of 10 days per year (credited to the employee at the beginning of the appointment), shall be eligible for vacation leave, holidays, bereavement leave, and leave for court required service, but shall not be eligible for any other benefits provided by this paragraph 12. Such employee shall not receive any benefit for unused vacation or sick leave at the end of the fiscal year or at the end of the appointment, whichever is earlier. If such appointment is at least half-time but less than full-time, the employee shall be eligible to receive the benefits listed in this paragraph (4) on a pro-rated basis.

(5) (a) An employee hired specifically for a full-time temporary position, who is appointed to said position for more than one consecutive fiscal year, shall be eligible for vacation leave, holidays, bereavement leave, and leave for court required service.

(b) In addition, effective at the beginning of the second consecutive fiscal year of such appointment, such employee shall become eligible for educational benefits, shall earn non-cumulative sick leave at the rate of 1 day per month of appointment (credited to the employee at the beginning of the fiscal year), and, if employed on a 12-month basis, shall earn vacation leave as specified in paragraph b. below.

(c) If the foregoing appointment is at least half-time but less than full-time, the benefits listed in this paragraph (5) shall be provided on a pro-rated basis, and the employee shall not become eligible to earn the benefits listed in paragraph (b) above until the beginning of the third consecutive fiscal year of such appointment.

(6) Part-time faculty employees paid on a per-course basis and employees with appointments for less than half-time shall not be eligible for any benefits described in this paragraph 12.

b. Vacation Leave

(1) Employees (including UPI Unit B Academic Support Professionals) with annual appointments of ten or more months shall earn vacation leave at the rate of two days per month during each month, or major fraction thereof, of service in pay status. All employees with less than ten-month appointments shall earn no vacation leave. This provision does not apply to persons employed in UPI Unit A positions. Vacation leave may be accrued up to a maximum of 48 days. [An employee who accrues the maximum will, except as provided below, earn no further vacation leave until the employee's use of vacation leave reduces the accrual below the maximum.]

(2) Vacation leave shall ordinarily be earned before being taken. In exceptional circumstances, an employee may, at the discretion of the President or President's designee, be permitted to take up to six days of vacation leave before it is earned. In such

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

b. Vacation Leave (continued)

case, the employee shall accrue no further vacation leave until the amount taken in advance has been earned. If the employee terminates his/her employment prior to earning the amount of vacation leave taken in advance, the unearned amount shall be deducted from his/her salary upon termination.

(3) All requests for vacation leave shall be submitted in advance to the immediate supervisor.

(4) Approval of the dates on which an employee wishes to take vacation leave shall be at the discretion of the President or appropriate department head, and shall be subject to the consideration of maintaining efficiency of operations.

(5) (a) Upon termination of employment, and provided that the employee is not reemployed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued vacation leave.

(b) Vacation leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee in accordance with paragraph (1) above and subtracting any days, or fractions thereof, used by the employee.

c. Sick Leave

(1) An employee, while in pay status, shall earn non-cumulative sick leave at the rate of ten 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.

(2) An employee, while in pay status, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee may accrue cumulative sick leave up to a maximum of 360 Work days.

(3) An employee may use accumulated sick leave only when the employee is prevented from performing assigned duties because of illness, injury, or temporary disabilities caused or contributed to by pregnancy, or is obtaining medical or dental consultation or treatment, or for special circumstances stipulated under the Bereavement Leave provision of these Regulations. An employee may use up to twelve (12) days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, domestic partner**,** or child. Upon approval of the President, or the President's designee, an employee may use additional accrued sick leave for such absences. Employees covered by a collective bargaining agreement with different sick leave benefits will .

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued) (Approved June 7, 2013)

c. Sick Leave (continued)

receive those benefits according to their agreement

(4) Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day an employee is absent because of injury or illness.

No more than five days of sick leave shall be deducted in any one calendar week.

(5) (a) Upon termination of employment, and provided the employee is not reemployed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned after December 31, 1983 and prior to January 1, 1998. 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: (i) the number of days, or fractions thereof, of cumulative sick leave earned by the employee, in accordance with paragraph (2) above, minus any days, or fractions thereof, of cumulative sick leave used by the employee; or (ii) the number of days, or fractions thereof, of cumulative sick leave earned by the employee in accordance with paragraph (2) above after December 31, 1983 and prior to January 1, 1998. Non-cumulative sick leave days shall be used first, and cumulative sick leave days shall be used in the following order: pre-January 1, 1984; post-December 31, 1997; January 1, 1984 through December 31, 1997. No lump sum payment shall be made for noncumulative sick leave.

(b) An employee may waive payment for all or part of his/her eligible accrued sick leave (one-half of the employee's accumulated and unused sick leave earned after December 31, 1983 and prior to January 1, 1998) by executing an appropriate waiver form prior to termination of employment.

(c) An employee who has received a lump sum payment for accrued sick leave and who, within two years, is reemployed by the Board may, if separated in good standing, have his or her accrued sick leave restored if, within 30 days after commencement of such reemployment, the employee repays said lump sum payment to the Board for the benefit of the location at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount he or she was paid for one day of accrued sick leave. An employee may have part or all of his or her accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, he or she shall not be entitled to have any such sick leave so restored.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

c. Sick Leave (continued)

(6) The Board, through its authorized representatives, reserves the right to require acceptable evidence of illness or disability with respect to the use of sick leave.

d. Holidays

(1) All University facilities shall be closed except for necessary operations on the following principal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, and two supplemental holidays designated as the day before or day after New Year's Day and the day before or after Christmas Day.

(2) Employees will be excused with regular pay on said holidays unless otherwise determined by the President.

(3) Employees who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employer, paid time away from work equivalent to the number of hours worked on the holiday.

e. Bereavement Leave

(1) Employees will be granted, upon request, leave of up to three scheduled work days to attend the funeral or memorial service and/or for travel and bereavement time, upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents; and up to one day to attend the funeral or memorial service of a relative other than the above who is not a member of the employee's household. The amount of leave provided is not intended to be guaranteed and is available only when there is a need. Bereavement leave shall be taken in not less than one-half day increments and may not be accumulated. Employees covered by a collective bargaining agreement with different bereavement leave benefits will receive those benefits according to their agreement.

(2) Immediate family is defined as: father, mother, sister, brother, spouse, domestic partner**,** and children. Biological, adopted, foster, legal wards, or step family members are considered immediate family under this policy. In-laws are defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

(3) Other relative is defined as: aunt, uncle, niece, nephew, or first cousin of the employee. Such relatives are regarded as members of the immediate family only if in residence in the employee's household at the time of death.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

e. Bereavement Leave (continued)

(4) Bereavement leave benefits are not granted in the event of the death of a member of the employee's spouse's or domestic partner's family unless specifically stated. For example, grandparent refers to the grandparent of the employee. For purposes of application of bereavement leave, relationships existing due to marriage or domestic partnership will terminate upon the divorce or termination of the domestic partnership of the relative through whom the marriage or domestic partnership relationship exists. Current marital status will be defined in accord with Illinois State Law.

(5) The employee's supervisor may grant additional leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable bereavement leave days. An employee may choose to take such leave without pay or may use accrued vacation or sick leave time.

f. Parental Leave (Revised 3/7/08)

(1) UPI Units A and B parental leave is outlined in the UPI contract.

(2) Non-negotiated Administrative Employees

(a) An employee may take up to four (4) consecutive weeks of parental leave at full pay commencing upon the birth or adoption of a child by the employee, the employee's spouse, or domestic partner.

(b) If both parents are employees of the University, one parent should be designated as the "primary" and may take up to four (4) consecutive weeks of parental leave at full pay commencing with the birth or adoption of a child by the employee, employee's spouse, or domestic partner. The "secondary" parent may take up to two (2) consecutive weeks at full pay commencing with the birth or adoption of a child of the employee, employee's spouse, or domestic partner, or following immediately the leave of the "primary" parent.

(c) Following the parental leave granted above, the appropriate vice president may approve the employee's use of sick leave for the recovery of the employee, employee's spouse, domestic partner, or child.

(d) Upon the positive recommendation from the employee's immediate supervisor and/or department chair, dean, and/or director, the employee may request to the appropriate vice president or President an appointment and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to eight (8) months after the birth or adoption of a child. The request for less than 100%

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

f. Parental Leave (continued)

employment should be made as early as possible and must be taken in eight (8) or less consecutive months.

If an employee is granted less than 100% employment after the birth of a child, only the first four (4) weeks of that employment shall be compensated at full salary.

(e) An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993.

g. Educational Leave

Administrative employees shall have the right to apply for an educational leave after completing five years of service at the University. Applicants shall document how the proposed educational leave is consistent with the goals of the University and their personal professional development. Requests for educational leave shall be forwarded through the employee's supervisor at least three months prior to the start of the proposed leave. The supervisor shall be responsible to document how the applicant's work will be covered during the term of the leave. The application for educational leave and the recommendation of the supervisor, including the proposed work coverage plan, shall be forwarded to the appropriate Vice President for review and recommendation. The President of the University shall review the application and attached recommendations for consideration of action.

(1) Applications for educational leave may be approved for the following purposes:

(a) study and research, including related travel;

(b) creative work in the employee's field of endeavor.

(2) The employee shall, prior to the granting of educational leave, enter into a written agreement with the University that, upon the termination of such leave, the employee will return to service for a full year and that, in default of completing such service, will refund, unless excused by the President for reasons satisfactory to him or her, an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. No such refund shall be necessary should the employee be terminated prior to the completion of the service agreed upon.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

g. Education Leave (continued)

(3) Ordinarily, educational leaves may not result in an increase in net salary cost.

(4) An educational leave shall not be awarded more than once in every seven years, and educational leave time shall not be cumulative.

(5) Salary payments during educational leave shall be: one-half pay if leave is granted for a full year; full pay if leave is granted for one-half year.

(6) The maximum number of educational leave units that may be used during each fiscal year shall be one unit for each twenty-five full-time faculty and administrative employees who are not covered by a collective bargaining agreement or major fraction thereof. Each unit so derived shall generate twelve half-pay months or six full-pay months of educational leave.

h. Leave Without Salary

(1) An employee may apply for a leave without salary. Ordinarily, such leave may be granted only after the employee has completed at least two consecutive years of full-time service at the University.

(2) A leave without salary may be granted at the discretion of the President following a determination that the employee intends to return to service at the end of such leave. The initial grant of a leave without salary may be for a period of up to one calendar year. The leave may be extended upon the agreement of the President for a period of up to two successive calendar years.

(3) An application for leave without salary shall ordinarily be submitted to the President or his/her designee at least three months prior to the starting date of the requested leave. The application must state the purposes of the leave and the time period for which the leave is requested. The reasons for which a leave without salary may be requested are: (a) personal, (b) research, (c) advanced study, or (d) professional development.

(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) While on leave without salary, an employee shall retain accrued sick leave and vacation leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or vacation leave.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

h. Leave without Salary (continued)

(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.

(7) Time spent by an employee on a leave without salary shall not be creditable for the purpose of determining eligibility for educational leave.

i. Educational Benefits (Approved September 30, 2011)

(1) An employee may enroll 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. The fees which will be waived by the University include credit evaluation fees, activity fees, and graduation fees. In addition, service fees, such as those imposed to secure revenue for bond retirement, will be waived by the University. For employees who enroll in courses at State universities in Illinois other than Western Illinois University, the credit hour maxima and fees which will be waived will be determined by the institution in which such employees enroll.

(2) The natural, adopted, foster, and step-children up to and including the age of 25 and the spouse or declared domestic partner of an employee who dies while in service shall be entitled to a waiver of 100% tuition and mandatory 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 the waiver. Children of a declared domestic partner will be considered as step-children of the employee for the purposes of this program.

(3) An employee who has retired from the University may enroll in the University for a maximum of one course, or three credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and such fees as may be waived in accordance with paragraph (1) above.

(4) See Board Regulations Section IV.B.2.a. for provisions governing the award of 50% tuition waivers to the children of University employees with 7 cumulative years or more of university service.

II. Employees (continued)

B. Faculty and Administrative Employees (continued)

12. Employee Benefits (continued)

j. Benefits for Coaches (Approved June 7, 2013)

The following provisions shall apply only to coaches, who for the purposes of this subsection are defined as temporary administrative employees appointed for terms pursuant to written contract, or in the event of no written contract to terms of not longer than twelve months, and more than half of whose assignment is coaching intercollegiate athletics.

(1) Notwithstanding any of the other benefits provisions of these Regulations, coaches may be given an appointment which entitles them to the employee benefits described in Section II.A.9. and Section II.B.12. above, (subject to the requirements thereof concerning application and eligibility), but with the following benefits:

(a) Coaches appointed hereunder shall be entitled to cumulative vacation leave which shall be earned at the rate of two days per month for each month in the term of appointment. Vacation leave may be accrued up to a maximum of 24 days. [An employee who accrues the maximum will earn no further vacation leave until the employee's use of vacation leave reduces the accrual below the maximum.] Upon termination of employment, and provided that the employee is not re-employed at the same place of employment within 30 calendar days, he/she shall receive lump sum payment for unused vacation leave at the end of his/her term.

(b) Coaches appointed hereunder shall be entitled to cumulative sick leave of 1.5 days per month of appointment. The employee may accrue cumulative sick leave up to a maximum of 360 work days and may use accumulated sick leave only when the employee is prevented from performing assigned duties because of illness, injury, or temporary disabilities. The employee may use up to twelve (12) days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, domestic partner, or child. Upon approval of the President, or the President's designee, an employee may use additional accrued sick leave for such absences. [Employees covered by a collective bargaining agreement with different sick leave benefits will receive those benefits according to their agreement.] Deductions of sick leave shall not be made during any Board approved holiday. No lump sum payment shall be made for cumulative sick leave earned after January 1, 1998. No more than five days of sick leave shall be deducted in any one calendar week.

II. Employees (continued)

C. Civil Service Employees

1. Coverage

This Subsection C. applies to all civil service employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Work Week

a. The standard work week (exclusive of unpaid meal periods) for all full-time employees shall consist of 37 1/2 hours per week, except for those classifications maintaining 24-hour-per-day operations including, but not limited to, Security and Plant Engineers, for which the standard work week shall consist of 40 hours per week.

b. Any change in the standard work week for full-time employees shall require approval of the designated employer representative (Director of Human Resources) and the President.

3. Work Schedules and Shift Assignments

A schedule of work days and shift assignments shall be maintained for each civil service employee. Work day schedules and shift assignments may be changed to meet operating conditions and needs of the University upon reasonable notice to the civil service employees affected.

4. Performance Evaluation

The University shall develop a performance evaluation program for employees consistent with these Regulations and the statutes and rules governing the State Universities Civil Service System. The programs and any changes shall become effective when approved by the President. Each performance evaluation program shall include the following elements and such other elements as are necessary and appropriate: (a) a description of the evaluation structure; (b) an identification of the roles and responsibilities of employees and supervisors; (c) a statement of job related criteria for performance evaluation; and (d) a description of the employee appeal procedure with respect to recommendations or decisions made pursuant to a performance evaluation.

II. Employees (continued)

C. Civil Service Employees (continued)

5. Grievance Procedure

a. The University shall establish a grievance procedure for the resolution of employee grievances. An employee may file a grievance when a dispute arises concerning the interpretation or application of these Regulations and/or policies established by the University. The grievance procedure shall contain the following elements and such other elements as are necessary and appropriate:

(1) provisions for informal resolution;

(2) formal procedures for filing a grievance; and

(3) provisions for a formal employer representative decision and an appeal by the employee of that decision.

b. The decision made at the conclusion of the appeal shall be final and binding and shall be consistent with these Regulations.

c. If an employee seeks resolution of the grievance in any other forum, whether administrative or judicial, or pursuant to a grievance procedure under a collective bargaining agreement, the employer representative shall have no obligation to process the grievance under the procedure established in accordance with this regulation.

d. An employee grievance committee may be established for the purpose of advising the employer representative on employee grievances.

e. The grievance procedures described above and any changes therein shall become effective when approved by the President.

6. Employee Discipline Program

a. The University shall develop and maintain an employee discipline program specifying reasonable rules of conduct, descriptions of inappropriate behavior, and corrective disciplinary measures. Each program shall contain the following elements and such other elements as are necessary and appropriate:

(1) rules of conduct with examples of unacceptable behavior;

II. Employees (continued)

C. Civil Service Employees (continued)

6. Employee Discipline Program (continued)

a. The University shall develop and maintain an employee discipline program ... (continued)

(2) the following levels of disciplinary action:

(a) oral warning;

(b) written reprimand;

(c) suspension;

(d) discharge; and,

(3) an employee appeal procedure.

b. The discipline programs described above and any changes therein shall become effective when approved by the President.

7. Employee Benefits

a. Limitations and Eligibility

Except as otherwise indicated for prevailing wage rate groups, employee benefits shall be made available to employees in status positions, including, for the purposes of this paragraph 7., employees in appointments designed to qualify employees for status in the class, i.e. learner, trainee, apprentice, and, where appropriate, provisional. Civil Service employees in other types of non-status appointments will not be extended employee benefits under this paragraph 7. except that employees with temporary appointments shall be eligible for holiday pay in accordance with paragraph c. below. An employee with a full-time appointment shall be eligible to receive the benefits specified in this paragraph 7. An employee whose appointment is at least half-time but less than full-time shall be eligible to receive such benefits on a pro-rated basis. An employee whose appointment is for less than half-time shall not be eligible for benefits under this paragraph 7., except that such an employee shall be eligible for holiday pay in accordance with paragraph c. below on a pro-rated basis.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

b. Vacation Leave

(1) Non-exempt employees, as defined by Fair Labor Standards Act criteria, shall earn vacation leave in accordance with the following schedule:

Years of Service Completed		Rate Earned/Hr. of Pay Status	Equiv. Days Per Year
At Least	Not More Than		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

(2) Exempt employees, as defined by Fair Labor Standards Act criteria, shall earn vacation leave in accordance with the following schedule:

Years of Service Completed		Leave Days Earned Per Year
At Least	Not More Than	
0	3	25
3	6	26
6	9	27
9		28

(3) Beginning October 1, 1972, where there has been a break in service, the service year shall be determined by the addition of all previous periods of State service which qualified for earning of vacation leave.

(4) An employee who leaves the service of the University for any reason, provided that the employee is not reemployed within 30 calendar days at the same place of employment, shall receive pay for vacation leave to the extent of any accrued balance as of the date of separation from service. No vacation leave will be available or payable for employees whose service is terminated prior to the completion of the probationary period.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

b. Vacation Leave (continued)

(5) Except as provided below, an employee may not accumulate more than two times the appropriate annual level of vacation leave. Upon reaching this maximum, vacation leave will cease to be earned except as the accumulation is reduced. An employee who is required to work on a special assignment may, at the discretion of the President, be permitted to earn up to 12 days of vacation leave beyond the maximum provided above. Such additional vacation leave must be used within 12 months after the employee completes work on the special assignment. Extra pay in lieu of vacation leave will not be allowed. An employee's preference as to time of leave shall be considered, but the employer representative shall have the right to assign leave periods. Observed holidays that occur during the approved vacation leave shall not be charged against vacation leave.

(6) Vacation leave shall not be taken during the probationary period, except for good cause and upon approval of the employer representative.

c. Holidays

(1) All Board facilities will be closed except for necessary operations on the following principal holidays: New Year's Day, day before or day after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, day before or day after Christmas Day,

(a) Principal holidays which fall on a Saturday shall be observed on the preceding Friday; principal holidays which fall on a Sunday shall be observed on the following Monday.

(b) Supplemental holidays will be observed on days designated by the President but shall be limited to work days, except Saturday and Sunday, immediately preceding or following the observance day of the respective principal holiday.

(2) (a) Employees with full-time status, provisional, apprenticeship, trainee, learner, or temporary appointments, except employees covered by collective bargaining agreements, will be excused on the observed day of each of the aforementioned principal and supplemental holidays. Such employees with less than full-time appointments shall be eligible for holiday pay on a pro-rated basis. All other employees, except employees covered by collective bargaining agreements, will be excused without pay.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

c. Holidays (continued)

(b) For employees who work other than a Monday through Friday work schedule, the calendar date on which a principal holiday falls shall be considered the holiday for purposes of receiving premium pay if work is performed on that date, in which case premium pay will not apply to work performed on the date the principal holiday is observed by the employer representative. If departmental needs permit, employees may be granted the calendar holiday off with full pay instead of the observed holiday in which case premium pay will not apply to work performed on the observed holiday.

(3) Employees covered by a collective bargaining agreement shall be granted paid holidays in accordance with the express terms of that agreement.

(4) In the event that work is required on any observed holiday as specified in paragraph (1) above, compensation shall be determined as follows:

(a) i. Employees who are eligible for holiday pay shall receive straight time pay for the holiday, plus compensation at the rate of time and one-half for hours worked or, by mutual agreement between the employee and employer representative, shall be credited with compensatory time equal to one and one-half times the number of hours worked.

ii. Employees who are not eligible for holiday pay shall be compensated at the rate of time and one-half for hours worked, or, by mutual agreement between the employee and employer representative, shall be credited with compensatory time equal to one and one-half times the number of hours worked.

iii. Exempt employees, as defined by Fair Labor Standards Act criteria, who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employer representative, paid time away from work equivalent to the number of hours worked on the holiday.

(b) i. Prevailing rate craft employees who are eligible for holiday pay shall receive straight time pay for the holiday. In addition, these employees shall be compensated in accordance with the terms of their area agreement for holidays designated in the area agreement for hours worked. For holidays not designated in their area agreement, these employees shall be compensated in accordance with paragraph (a)(i) above.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

c. Holidays (continued)

ii. Prevailing rate craft employees who are not eligible for holiday pay shall be compensated in accordance with the terms of their area agreement for holidays designated in the area agreement for hours worked. For holidays not designated in their area agreement these employees shall be compensated in accordance with paragraph (a)(ii) above.

(5) To be eligible for holiday compensation, employees must be on the active payroll on their last scheduled work day preceding the observed holiday and their first scheduled work day following the observed holiday, unless they are absent on such day(s) for good cause and such absence is approved by the employer representative.

d. Sick Leave

(1) (a) An employee in a status position shall earn credit for sick leave with full pay at the rate of .0462 hours of sick leave for each hour in pay status, equivalent to one regular work day for each completed calendar month of service or twelve regular work days per year.

(b) A status employee who fails to complete a full month of service shall have sick leave credit pro-rated for the shortened period of that month.

(2) There shall be no limit in the amount of sick leave which may be accumulated.

(3) An employee whose employment or re-employment by the Board commences within two years after termination of his or her employment by an employer covered by the State Universities Civil Service System shall, if separated in good standing, be allowed to transfer his or her accrued sick leave to the location of employment or re-employment by the Board, provided that such employee has not received a lump sum payment for accrued sick leave. If such employee has received a lump sum payment for accrued sick leave, only accrued sick leave which was earned before January 1, 1984 may be transferred; credit for accrued sick leave which was earned after December 31, 1983 and prior to January 1, 1998 shall be governed by paragraph (4) below.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued) (Approved June 7, 2013)

d. Sick Leave (continued)

(4) (a) Upon termination of employment at the University and provided the employee is not reemployed at the same place of employment within 30 calendar days, an employee, 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 prior to 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: (i) the number of days, or fractions thereof, of sick leave earned by the employee, in accordance with paragraph (1) above, minus any days, or fractions thereof, of sick leave used by the employee; or (ii) the number of days, or fractions thereof, of sick leave earned by the employee in accordance with paragraph (1) above after December 31, 1983 and prior to January 1, 1998. Accrued sick leave days shall be used in the following order: pre-January 1, 1984; post-December 31, 1997; January 1, 1984 through December 31, 1997.

(c) An employee may waive payment for all or part of his/her eligible accrued sick leave (one-half of the employee's accumulated and unused sick leave earned after December 31, 1983 and prior to January 1, 1998) by executing an appropriate waiver form prior to termination of employment.

(d) An employee who has received a lump sum payment for accrued sick leave from an employer covered by the State Universities Civil Service System and who, within two years, is employed or reemployed by the Board may, if separated in good standing, have his or her accrued sick leave restored if, within 30 days after commencement of such employment or reemployment, the employee pays said lump sum payment to the Board for the benefit of the location at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount he or she was paid for one day of accrued leave. An employee may have part or all of his or her accrued sick leave restored in this manner; however, if the employee does not make any such payment to the Board, he or she shall not be entitled to have any such sick leave so restored.

(5) An employee may use accumulated sick leave only when the employee is prevented from performing assigned duties because of illness, injury, or temporary disabilities caused or contributed to by pregnancy, or is obtaining medical or dental consultation or treatment, or for special circumstances stipulated under the Bereavement Leave provision of these Regulations. An employee may use up to twelve (12) days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, domestic partner**,** or child. The use of sick leave for familial purposes in excess of the twelve-day limit may be granted by the employer representative upon evidence of need

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

d. Sick Leave (continued)

and recommendation of the supervisor.

(6) The Board, through its employer representative, reserves the right to require acceptable evidence of disability, illness, or injury before allowing use of any sick leave benefits.

(7) Unless approved in writing by the employer representative, sick leave requested during a work stoppage may be denied and the absence from work treated as unexcused.

e. Parental Leave (Revised 3/7/08)

(1) An employee may take up to four (4) consecutive weeks of parental leave at full pay commencing upon the birth or adoption of a child by the employee, the employee's spouse, or domestic partner.

(2) If both parents are employees of the University, one parent should be designated as the "primary" and may take up to four (4) consecutive weeks of parental leave at full pay commencing with the birth or adoption of a child by the employee, employee's spouse, or domestic partner. The "secondary" parent may take up to two (2) consecutive weeks at full pay commencing with the birth or adoption of a child of the employee, employee's spouse, or domestic partner, or following immediately the leave of the primary parent.

(3) Following the parental leave granted above, the appropriate vice president may approve the employee's use of additional sick leave for the recovery of the employee, employee's spouse, domestic partner, or child.

(4) Upon a positive recommendation from the employee's immediate supervisor, and/or department chair, dean, and/or director, the employee may request to the appropriate vice present or President a change of status and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary), for up to eight (8) months after the birth or adoption of a child. The request for less than 100% employment should be made as early as possible and must be taken in eight (8) or less consecutive months. If an employee is granted less than 100% employment after the birth of a child, only the first four (4) weeks of that employment shall be compensated at full salary.

(5) An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

f. Bereavement Leave

1. Employees will be granted, upon request, leave of up to three scheduled work days to attend the funeral or memorial service and/or for travel and bereavement time, upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents; and up to one day to attend the funeral or memorial service of a relative other than the above who is not a member of the employee's household. The amount of leave provided is not intended to be guaranteed and is available only when there is a need. Bereavement leave shall be taken in not less than one-half day increments and may not be accumulated. Employees covered by a collective bargaining agreement with different bereavement leave benefits will receive those benefits according to their agreement.

2. Immediate family is defined as: father, mother, sister, brother, spouse, domestic partner**,** and children. Biological, adopted, foster, legal wards, or step family members are considered immediate family under this policy. In-laws are defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

3. Other relative is defined as: aunt, uncle, niece, nephew, or first cousin of the employee. Such relatives are regarded as members of the immediate family only if in residence in the employee's household at the time of death.

4. Bereavement leave benefits are not granted in the event of the death of a member of the employee's spouse's or domestic partner's family unless specifically stated. For example, grandparent refers to the grandparent of the employee. For purposes of application of bereavement leave, relationships existing due to marriage or domestic partnership will terminate upon the divorce or termination of the domestic partnership of the relative through whom the marriage or domestic partnership relationship exists. Current marital status will be defined in accord with Illinois State Law.

5. The employee's supervisor may grant additional leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable bereavement leave days. An employee may choose to take such leave without pay or may use accrued vacation or sick leave time.

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

g. Leaves of Absence

Requests for leave of absence without pay for reasons other than disability (including but not limited to leaves of absence without pay for advanced study), upon recommendation of a supervisor, may be granted by the employer representative after vacation leave is reduced to not more than five days. Each request will be considered on the basis of its individual merits and the operational needs of the employer representative. The employer representative may waive the above vacation reduction requirement when it is determined to be in the best interests of the employer to do so.

h. Educational Benefits (Approved September 30, 2011)

(1) Tuition and fee waivers shall be granted by each state university in Illinois to status civil service employees of the University. The following credit hour maxima shall apply to employees who enroll in courses at Western Illinois University:

	Term	Academic Annual
Full-time employee	6 c.h.	18 c.h.
3/4 time employee	4 c.h.	12 c.h.
1/2 time employee	3 c.h.	9 c.h.

These maxima are employee benefit limitations and do not apply to enrollment in approved work-related training programs, the purpose of which is to improve service. The fees which will be waived by the University include credit evaluation fees, activity fees and graduation fees. In addition, service fees, such as those imposed to secure revenue for bond retirement, will be waived by the University for an employee of the University. For employees who enroll in courses at state universities in Illinois other than Western Illinois University, the credit hour maxima and fees which will be waived will be determined by the institution in which such employees enroll.

(2) Employees are encouraged to enroll in courses having scheduled class hours outside their scheduled work hours. For courses held during the employee's work schedule, the employee may be excused to attend classes subject to a maximum of 4 clock hours per week or the number of clock hours required to attend one course, whichever is greater. Requests for excused absences to attend classes must be submitted to the supervisor for approval prior to enrollment and request for waiver of tuition. When such approval is granted, employees shall "make-up" time at the discretion and approval of the supervisor by

II. Employees (continued)

C. Civil Service Employees (continued)

7. Employee Benefits (continued)

h. Educational Benefits (continued)

(i) working outside of regularly scheduled hours during the work week in which the excused absence occurs, or (ii) deducting the time spent in class from the employee's accumulated vacation leave. Daily overtime compensation shall not be earned for make-up time worked under (i) above.

(3) The natural, adopted, foster, or step-children up to and including the age of 25 and the spouse or declared domestic partner of any status employee under full-time employment (including employees on sick leave or compulsory disability leave) who dies while in service at the University shall be entitled to a waiver of 100% tuition and mandatory fees up to and including the baccalaureate degree at the University. Should both parents be full-time employees, the death of one parent shall make the child eligible for the waiver of tuition and fees. Children of a declared domestic will be considered as step-children of the employee for the purposes of this program.

(4) An employee who has retired from Western Illinois University shall be eligible for a waiver of tuition and fees at Western Illinois University as specified in paragraph (1) above for one-half time employees.

(5) See Board Regulations Section IV.B.2.a. for provisions governing the award of 50% tuition waivers to the children of University employees with 7 cumulative years or more of service.

i. National, State, and Local Elections

Upon the approval of their supervisors, employees may be granted time off up to two hours without pay to vote in any national, state, or local election.

II. Employees (continued)

C. Civil Service Employees (continued)

8. Overtime Compensation

a. (1) Except as provided in paragraph 7.h.(2) above, employees in non-negotiated classifications that are covered by the overtime provisions of the Fair Labor Standards Act will be compensated at time and one-half either through the payroll process or by allowing compensatory time off, for all time in a work week in excess of the number of hours of work comprising an established full-time daily or weekly work schedule. Employees shall not receive overtime compensation on both a daily and weekly basis for the same work time.

(2) For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any work week.

b. For employees paid on a prevailing rate basis, the number of hours before daily and/or weekly overtime is payable, and the rate of overtime pay will depend on the number of hours and the being paid locally pursuant to the appropriate multi-employee area agreement.

c. For employees in a negotiated classification, overtime payment shall be in accordance with the provisions of the applicable collective bargaining agreement.

d. Employees in positions that are exempt from the overtime provisions of the Fair Labor Standards Act shall work as required by their position.

9. Compulsory Disability Leave

(a) If the employer representative believes an employee is unable to perform assigned duties due to illness, injury, or disability, the employee shall be informed in writing on the basis of such belief. The employee may be required to obtain medical examinations and may be placed on leave for disability in accordance with rules of the State Universities Civil Service System. Refusal of an employee to complete a medical examination may result in disciplinary action.

(b) The employer representative shall notify the employee in writing of the duration of the compulsory disability leave period. Any earned sick leave or vacation leave may be used during the compulsory disability leave period. That portion of compulsory disability leave for which earned sick leave or vacation leave credits are not used shall be without pay.

REGULATIONS Approved: November 16, 2001

Section: **II. Employees**

Subsection: **D. Other Employees**

II. Employees (continued)

D. Other Employees

For employees of the Board other than faculty, administrative, and civil service employees, the President or the President's designee shall develop guidelines concerning appointment, benefits, and other conditions of employment.