AGREEMENT
2017-2021

University Professionals of Illinois Local 4100

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PREAMBLE

It is the intent of the Board and the Union to promote the quality and effectiveness of education at Western Illinois University and to promote high standards of academic excellence in all phases of instruction, research, service, and support services. The Board and Union recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of a high quality education and, moreover, affirm that academic freedom and responsibility should not be abridged or abused.

DEFINITIONS

Performance by Designee: Any action or responsibility assigned to an official or representative of the Board, the University, or the Union may be performed by a designee of such official or representative.

Titles or Headings: Any titles or headings are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

Whenever Used in This Agreement

1. **Academic Credit Equivalents (ACEs)** shall mean the unit by which workload is measured. More detailed, operational definitions may be found both in the contract and in Workload Equivalencies developed at the department, college, and University levels.

2. **Academic Support Professional** shall mean an employee described in Appendix B, Article II.

3. **Academic Vice President** shall mean the Vice President for Academic Affairs.

4. **Academic Year** shall mean two consecutive 16-week semesters (fall and spring).

5. **Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed in the Higher Education Directory.

6. **Adequate Cause** shall mean one or more acts or omissions which, singly or in the aggregate, have directly and substantially affected or impaired an employee's performance or fulfillment of her/his professional duties.

7. **Agreement** shall mean the negotiated contract between the Union and the Board.

8. **Appropriate** Vice President shall mean a University Vice President responsible for coordination and supervision of the University program or organizational unit in which an employee is primarily assigned.

9. **Associate Faculty** shall mean non-tenure-track faculty described in Appendix B, Article I (previously termed "temporary" faculty), who are employed in positions expected to be ongoing as enrollment and program need require. (This does not include temporary faculty hired as a one-year replacement for a tenure/tenure-track position.)

10. **Board** shall mean the Western Illinois University Board of Trustees. To the extent permitted by law, the term "Board" shall also refer to any successor agency of the Board of Trustees of Western Illinois University.

11. **Days** shall mean calendar days unless otherwise specified.

12. **Dean** shall mean the dean of a college, school, or University Libraries.

13. **Department** shall mean the University department, division, unit, or other organizational entity in which an employee is primarily employed.

14. **Department Chair** shall mean the person immediately responsible for management of the University department, division, unit, or other organizational entity in which an employee is primarily employed.

15. **Departmental Independent Study/Readings** courses shall mean those courses offered in academic departments in which faculty work with students on an individual basis on individual projects.

16. **Employee** shall mean a member of the bargaining units described in Appendix A and Appendix B. It shall be used interchangeably with "faculty" in Unit A and with "Academic Support Professionals" and "Associate Faculty" in Unit B.

17. **Independent Study Program courses** shall mean those courses offered by academic departments through the School of Distance Learning, International Studies, and Outreach to a class of students working independently to complete the courses.

18. **Intersession** shall mean the period of time between fall and spring semesters and during fall and spring breaks.

19. **Member of the Immediate Family** shall mean the employee's husband, wife, domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, or child.

20. **Memorandum of Understanding** shall mean a document which, when mutually agreed to, shall clarify or elaborate upon any of the provisions of this Agreement.

21. **Off-campus** shall mean a site at a distance from the location of the employee's primary teaching assignment and to which the employee must commute.

22. **Professional Degree** shall include a JD, MSW, or other degree or credential recommended by an academic department and the appropriate dean, and approved by the Academic Vice President.

23. **Reassignment** shall mean the assignment of duties to an employee outside of the designated department/unit in which that employee's appointment is formally located.

24. **Relative** shall mean the employee's grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

25. **Sanction** shall mean a disciplinary action ranging from a letter of reprimand up to, but not including, termination.

26. **Seniority** shall mean years of service at Western Illinois University.

27. **State Universities Retirement System** shall mean the retirement system established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such employees" approved on July 21, 1941, as amended.

28. **Student Credit Hours (SCH)** shall mean the number of credit hours generated by multiplying the number of students enrolled in a course by the number of semester hours of said course.

29. **Summer Session** shall mean any period between the end of spring semester and the beginning of fall semester.

30. **Terminal Degree** shall mean a doctoral degree, MSW degree, or MFA degree. The educational requirement for promotion and tenure in the Library is a Master's degree in Library Science (MLS) with an additional advanced or professional degree or the MLS with a sixth-year specialist degree in librarianship. A degree in fine arts or Library Science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent. Degrees other than those named here, or their equivalent, may be designated as a terminal degree if recommended by an academic department and the appropriate dean, and approved by the Academic Vice President.

31. **Transfer** shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.

32. **Tutored study** shall mean supervision/teaching of a catalog-listed course (other than Independent Study, research, practica, and other such courses that are "arranged" or do not meet at scheduled times) with an enrollment too low for the course to be offered as a regular class. A tutored study does not have to meet the same number of hours as a regular class.

33. **Union** shall mean the University Professionals of Illinois, Local 4100, an affiliate of the IFT, AFT, and AFL-CIO.

34. **Union Chapter** shall mean the Western Illinois University Chapter of the Union.

35. **Union Chapter President** shall mean the President of the Western Illinois University Chapter of the University Professionals of Illinois.

36. **Union Grievance Officer** shall mean the Union Chapter President's appointee designated to represent the Union in the grievance process.

37. **Union President** shall mean the President of UPI Local 4100.

38. **Union Representative** shall mean the person(s) appointed by the Union to represent employees.

39. **Unit A** shall mean members of the bargaining unit described in Appendix A referred to as employees or faculty. Unit A consists of tenured/tenure-track faculty, librarians, and counselors.

40. **Unit B** shall mean members of the bargaining unit described in Appendix B and referred to as Associate Faculty, Academic Support Professionals, or employees.

41. **University** shall mean Western Illinois University.

42. **University Grievance Officer** shall mean the Academic Vice President's appointee designated to represent the University in the grievance process.

43. **University President** shall mean the chief academic and administrative officer of Western Illinois University.

JOINT ARTICLES FOR UNITS A AND B

ARTICLE 1
RECOGNITION
UNITS A AND B

1.1. The Board recognizes the Union as the exclusive bargaining agent for academic employees in the bargaining unit described in the certification (hereafter referred to as Unit A), pursuant to the November 3, 1976, certification of the Illinois Office of Collective Bargaining (a copy of which is attached as Appendix A) and to any later certification by the Illinois Educational Labor Relations Board (IELRB).

1.2. Pursuant to the April 3, 1985, certification of the IELRB and the August 1, 1995, certification of the IELRB, representations of which are attached hereto as Appendix B, the Board recognizes the Union as the exclusive bargaining agent for Associate Faculty and Academic Support Professionals in the bargaining unit described in the certification (hereafter referred to as Unit B).

1.3. During the term of this Agreement, no employee in Unit A or Unit B shall be reassigned to employment in a position outside of the bargaining unit without her/his consent.

1.4. When the University creates a new academic employee classification, the Administration will notify the Union Chapter President of the title of the classification and the duties of the classification at the time that the classification is created. At the request of the Union Chapter President, the University President will schedule a meeting(s) to discuss whether the classification should be included in a bargaining unit.

1.5. The University shall make available to the Union each fall and spring semester changes in status of positions in Unit B, including vacancies, new hires, leave status, transfers, and reassignments.

1.6. Within 30 working days after the beginning of each academic term, the Academic Vice President shall make available to the Union Chapter President a list of all temporary (0 to 100% appointment) faculty and Associate Faculty employed that term.

1.7. Nothing contained in this Agreement shall prevent the Board or its members, officials, agents, or representatives from meeting with any individual or organization to hear views on any matter. This Agreement shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

ARTICLE 2
MEET AND DISCUSS
UNITS A AND B

Meetings between the University President and the Union Chapter President shall be held once each month, or as needed, to discuss matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite other persons as appropriate and shall inform the other party of any such invitations. These meetings shall not be used for the purposes of negotiation or discussion of grievances. A scheduled meeting may be cancelled by agreement of both parties.

ARTICLE 3
NONDISCRIMINATION
UNITS A AND B

3.1. In accordance with applicable federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of that employee's race, color, religion, sex, age, national origin, physical disability, membership or non-membership in the Union, political affiliation, sexual preference/orientation, or marital status.

3.2. If any provision of this Agreement is found to be invalid, prohibited by, or otherwise in conflict with any state or federal anti-discrimination laws, such provision shall be superseded by said law(s) without invalidating the remainder of this Agreement and shall be subject to renegotiation by both parties.

ARTICLE 4
EMPLOYMENT STATUS NOTICE
UNITS A AND B

4.1. a. Each employee shall receive an individual employment contract upon initial appointment. The initial contract or appointment letter shall specify the period of appointment, the type of appointment, the rank or position title of the individual, the evaluating department, the PY (when applicable), the salary, and any other terms and conditions agreed upon at the time of the initial offer.

b. Subsequent to the initial individual employment contract, all employees shall receive an annual individual Employment Status Notice within 30 work days after the beginning of a University's academic year or ratification of any successor Amendment, whichever is later. The Employment Status Notice will be distributed directly to the employee in electronic or hard-copy format. The Employment Status Notice shall indicate:

(1) the basic monthly salary of the employee for the academic year, including the salary increase components;

(2) the employee's status (e.g., probationary, including PY, tenured, and terminal);

(3) the employee's rank or position title, if applicable;

(4) that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable collective bargaining agreement.

c. Any modifications in the employee's salary will be reflected in a revised Employment Status Notice, which will be issued as soon as possible.

d. At least once each year, the University shall notify each employee of the number of days of sick leave and annual leave the employee has accrued. The accrued sick days shall be classified as (1) pre-January 1, 1984, days; (2) January 1, 1984, through December 31, 1997, days; or (3) post-December 31, 1997, days.

ARTICLE 5
PERSONNEL FILES
UNITS A AND B

5.1. The University shall maintain one official personnel file in a central location for each employee of the University. The personnel file shall contain all signed, written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 6 of this Agreement, and other materials pertinent to the employee's professional responsibilities, which shall be placed into the personnel file within 180 days following the date that the reporting administrator knew of, or created, the materials. Anonymous individual comments shall not be placed in the personnel file, except for references to comments on student evaluations.

5.2. The personnel files will be maintained by the Academic Vice President's office and can be examined by employees under conditions that ensure the integrity and safekeeping of the files.

5.3. Employees will be notified within 10 days in writing of all materials placed in their personnel file, with the exception of the following routine items: (1) confidential materials submitted in connection with the employee's initial employment; (2) the initial employment contract; (3) Employee Status Notices; (4) evaluation letters placed in the personnel file at the conclusion of retention, promotion, tenure, Professional Achievement Award (PAA) and 5 year Merit evaluations; and (5) verification of employment requests authorized by the employee. An employee may submit through the Academic Vice President's office a concise statement in response to any item placed in the personnel file

5.4. Employees may petition the Academic Vice President to have materials (other than personnel evaluations and any notice of disciplinary action) removed from their personnel file if the material is more than two years old.

5.5. A current employee, or an employee who has ended her/his employment at the University, may examine her/his personnel file during regular business hours. Confidential materials submitted in connection with the employee's initial employment may not be examined.

5.6. Upon request, an employee may obtain one copy of any non-confidential materials in the personnel file.

5.7. An employee will be notified within 10 days when the University allows access or provides copies of materials from the personnel file to any entity other than the University (including legal staff) or the Union.

ARTICLE 6
GRIEVANCE PROCEDURE
UNITS A AND B

6.1. **Purpose**

The parties agree that, whenever possible, disputes should be resolved informally at the lowest administrative level. To that end, all employees and administrators are encouraged to communicate candidly and freely regarding differences or concerns. This shall be done without fear of retaliation.

While encouraging and providing for informal resolution, this Article applies primarily to those cases where a more formal grievance procedure is necessary. Its purpose is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of formally resolving the grievances of employees.

6.2. **Resort to Other Procedures**

A grievance shall not be processed if the acts or omissions complained of are, or become, the subject of any other administrative or judicial proceeding, except in cases of discrimination.

6.3. The Board and the Union do not intend that this grievance procedure be a device for appellate review; therefore, a decision by the University or its representatives, in response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not give rise to a grievance under this procedure.

6.4. **Definition**

A grievance is a complaint or allegation by an employee or employees, or by the Union, that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. All provisions of this Agreement are subject to this grievance procedure, except for 29.6.g. or 43.8.h., or as otherwise provided in this Article.

6.5. **Representation**

The Union may, with the consent of the employee, represent an employee in a grievance filed under this Article. An employee may also represent him or herself in a grievance at Step One filed under this Article. If an employee chooses to represent him or herself, she/he shall inform the Union and the University at the time of filing. The Union Representative shall be notified at least 24 hours in advance of any meeting related to such filing. The Union shall have the right to have an observer present at all such meetings. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

6.6. **Grievance Representatives**

The Union Chapter shall periodically furnish the University Administration with the name(s) of all designated Union Representative(s).

6.7. **Participation in Proceedings**

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

6.8. **Grievance Forms**

All grievances and requests for review must be submitted in writing on forms as attached to this Agreement as Appendices C, D, and E, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is a difficulty in meeting any time limit, the Union Representative may sign such documents for the grievant, with the grievant's authorization, and later file a copy signed by the grievant.

6.9. **Stopping the Clock**

The grievance clock shall stop between academic terms (fall semester, spring semester, and Summer Session), or upon mutual consent of the Union and the University.

6.10. **Compliance with Procedure**

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

6.11. **Procedure for Handling Grievances**

a. Informal

(1) At the time a grievance is initiated, the Union Representative and the University Grievance Officer will attempt to achieve an informal resolution.

(2) If the grievant, Union Representative, and University Grievance Officer decide it would be advantageous to do so, a meeting shall be scheduled that brings together all affected parties for the purpose of reaching an informal resolution. If the grievant accepts the outcome of the informal resolution, the grievant will agree to withdraw the grievance. If the grievant is not satisfied with the outcome, the grievant may proceed with a Step One hearing.

(3) During any postponement hereafter described, the Academic Vice President shall, upon request of either the grievant or the Union Representative, arrange an informal conference between the appropriate University representative(s) and the grievant and/or Union Representative.

b. Step One

(1) A grievance shall be filed with the Academic Vice President within 40 days following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. For the purpose of seeking informal resolution of the grievance, the grievant may, in the written grievance, request a postponement of any action in processing the grievance formally for a period of up to 30 days. If such a request is made, it shall be granted. Upon the grievant's written request, additional 30-day extensions will be granted, unless to do so would impede the resolution of the grievance. During a postponement period, further attempts at informal resolution may be pursued. The grievant or Union Representative may terminate the postponement period at any time by giving written notice to the Academic Vice President that she/he wishes to proceed with the Step One hearing provided for below. If the postponement period expires without such written notice, the grievance shall be deemed informally resolved and need not be processed further.

(2) The Academic Vice President or her/his designee (except the University Grievance Officer) shall conduct a formal Step One hearing no later than 30 days following: (1) receipt of the grievance if no postponement is requested, or (2) receipt of written notice that the grievant wishes to proceed with the Step One hearing.

In advance of the Step One hearing, the grievant and University shall have the right upon request to a copy of any existing identifiable documents relevant to the grievance and which the grievant or University is not prohibited by law from providing. The grievant and University will make every reasonable effort to provide the requested documents no less than one week prior to the Step One hearing. Prior to the Step One hearing, the Academic Vice President, or designated hearing officer, will receive a copy of the WIU/UPI 2017-2021 Agreement, the grievance form filed by the grievant/UPI, and all supporting documents submitted by the grievant/UPI.

Individuals attending the Step One hearing will be the University Grievance Officer, the grievant(s), the Union Representative, and the Academic Vice President or designated hearing officer. Any other invited guests may attend the Step One hearing, if invited by the University Grievance Officer, the grievant(s), or the Union Representative. The Union Representative and University Grievance Officer will be responsible for notifying one another in advance of the name and purpose of any invited guest. At the Step One hearing, the grievant shall have the right to present any evidence in support of the grievance. The University Grievance Officer shall also be able to present evidence and information relevant to the grievance. The Step One hearing will be recorded and transcribed. The Academic Vice President, or designated hearing officer will be allowed to ask questions of the grievant(s), the Union Representative, the University Grievance Officer, or any invited guest attending for the purpose of providing testimony. The Academic Vice President, or designated hearing officer, shall issue a written decision, stating the reasons therefore, within 30 days following the conclusion of the hearing. In the event the decision at Step One refers to documents not requested or presented, copies of such documents shall be attached to the decision. Only those acts or omissions and terms or provisions of the Agreement identified at Step One may be considered at subsequent steps.

(3) The Academic Vice President, or designated hearing officer, shall consider procedural and substantive issues, as applicable, in rendering a decision.

c. Step Two

(1) If a grievance is not satisfactorily resolved at Step One, the Union Representative may, upon the request of the grievant, file a written request for review by a Step Two Hearing Panel within 30 days following receipt of the Step One decision.

(2) Grievances at Step Two will be reviewed by a three-person panel consisting of:

(a) one Unit A or Unit B employee, as applicable, or former employee, selected by the Union Chapter;

(b) one University employee or former employee selected by the Administration;

(c) the University President;

The role of the two Hearing Panel members appointed by the Union Chapter and Administration shall be to make recommendations to the University President. The University President's role will be to decide the outcome of the Step Two hearing.

(3) The representative of the grievant shall schedule a hearing no later than 30 days following the panel's receipt of the request for review. Prior to the Step Two hearing, the Grievance Panel will receive the grievance form filed by the grievant/UPI, transcripts of the Step One hearing, and all supporting documents submitted by UPI and the Administration at the Step One hearing.

(4) The Step Two hearing will be recorded and transcribed. Individuals attending the Step Two hearing will be the University Grievance Officer, the grievant(s), the Union Representative, and the members of the Step Two Grievance Panel (Union Chapter appointee, Administrative appointee, and University President). Any other invited guests may attend the Step Two hearing if invited by the University Grievance Officer, the grievant(s), or the Union Representative. The Union Representative and University Grievance Officer will be responsible for notifying one another in advance of the name and purpose of any invited guest. The University Grievance Officer, Union Representative, and the grievant(s) shall be allowed to submit at the Step Two hearing any additional evidence relevant to the grievance if the additional evidence is new or was not available at the time of the Step One hearing. The University Grievance Officer and Union Representative will be responsible for sharing with one another in advance of the Step Two hearing any new evidence or information that is to be presented during the Step Two hearing. The members of the Grievance Panel will be allowed to ask questions of the grievant(s), the Union Representative, the University Grievance Officer, or any invited guest attending for the purpose of providing testimony.

(5) At the conclusion of the formal presentation of evidence, the two Grievance Panel members appointed by the Union Chapter and Administration shall meet privately with the University President and offer their recommendations for support or denial of the grievance, as well as reasons for those recommendations. The meeting will be recorded, and the recommenda-

tions and discussion will be transcribed along with all else said at the hearing. A complete transcript of the hearing and panel discussion will be provided to the grievant, the University Grievance Officer, Union Representative, Union Chapter President, and Academic Vice President, within 30 days after the conclusion of the hearing.

(6) The Grievance Panel shall consider procedural and substantive issues, as applicable.

(7) Within 30 days of the conclusion of the hearing, the University President shall render her/his decision, issuing a decision letter to the grievant (copied to the University Grievance Officer, Union Representative, Union Chapter President, and Academic Vice President) with reasons for that decision.

d. Step Three

If the grievance is not resolved at Step Two, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the Academic Vice President within 30 days after receipt of the Step Two decision and shall be signed by the grievant and the Union Chapter President. No later than 30 days after filing a written notice of intent to arbitrate, the Union and the University will select an arbitrator and date for the arbitration hearing. The arbitration hearing will take place no later than six months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the University.

In the case when the Union initially decides against proceeding to arbitration and upon the Union notifying the Academic Vice President of said decision, the Union shall be granted an additional 30-day extension to file a written notice of intent to proceed to arbitration so as to allow the grievant to appeal the Union's decision utilizing the Union's own appeal process.

e. Withdrawal of Grievance

A grievance may be withdrawn by the grievant or the Union at any point before or during a Step Two or Step Three proceeding.

f. Grievance Mediation

Either party may request that any grievance be submitted to grievance mediation before a mediator with the Federal Mediation and Conciliation Service after completion of Steps One and Two and the initiation of arbitration but prior to the arbitration hearing before an arbitrator. The other party may agree to accept or decline the request for mediation. Should the parties agree to participate in grievance mediation, the timeframe for selecting an arbitrator and

submitting the dispute to arbitration shall be extended by a period of time necessary to facilitate the grievance mediation process.

6.12. **Arbitration Procedure**

a. Selection of an Arbitrator

Representatives of the University and the Union shall meet within 90 days after the execution of this Agreement for the purpose of selecting an Arbitration Pool of no more than 15 members. Selection of an arbitrator to hear a grievance shall be by mutual agreement or by alternately striking names from the Arbitration Pool list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a pool of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Pool.

b. Authority of the Arbitrator

(1) The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

(2) Where an administrator has made an academic judgment—for example, a judgment concerning application of evaluation criteria in decisions on retention, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal—the arbitrator shall not substitute her/his judgment for that of the administrator. The arbitrator shall not review the academic decision, except for the purpose of determining whether or not that decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such case, the employee shall serve one

additional academic year without further right to notice that the employee will not be offered employment thereafter.

c. Conduct of Hearing

All arbitration hearings shall be held in Macomb, Illinois (or in Moline, Illinois, in a case arising at the Quad Cities campus), unless otherwise agreed to by the parties. The hearing shall commence within 21 days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 30 days of the close of the hearing, or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

d. Effect of Decision

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

e. Fees and Expenses

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

6.13. **Miscellaneous Provisions**

a. Settlement Implementation

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

b. Time Limits

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

c. Notification

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

d. Precedent

No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to in writing by the Academic Vice President and the Union Chapter President.

e. Retroactivity

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

f. Processing

The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the Board or Academic Vice President from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment. In no event shall any employee, as a result of a pending grievance, be entitled to compensation following cessation of employment.

g. Reprisal

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

h. Records

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

ARTICLE 7
MANAGEMENT RIGHTS
UNITS A AND B

7.1. The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities, and authority conferred upon and vested in it by law, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and to adopt subsequent policies, rules, regulations, and practices in furtherance thereof. Such rights, powers, and duties include, but are not limited to, oversight of and decisional authority over educational programs, budget, personnel (except as provided for by this Agreement), buildings, facilities, and services; institutional organization; development of policies, procedures, and schedules; and responsibility for responding to emergencies.

7.2. The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of policies, rules, regulations, and practices shall be limited only by the specific and express terms of this Agreement.

7.3. Neither the Union nor the Board waives the rights guaranteed them under the Illinois Educational Labor Relations Act, 115 ILCS 5/1 et. seq.

ARTICLE 8
UNION RIGHTS
UNITS A AND B

8.1. **Use of Facilities**

a. The Union may use the University's physical facilities and services subject to University policies on the use and scheduling of such facilities or services.

b. The University will provide the Union Chapter an office, desk, chairs, telephone, and access to a local area network. The Union will be responsible for secretarial services, office supplies, and telecommunication charges.

8.2. **Provisions of Materials**

a. Prior to each regular or special meeting of the Board, a copy of the agenda for the meeting and the report of the University to the Board will be transmitted to the Union President and the Union Chapter President. These materials will be transmitted at the same time such materials are transmitted to other recipients.

b. By September 30, an Excel accessible file (CSV or Excel) containing all bargaining unit employees' names, position, rank (if applicable), salary, summer salary (if applicable), start date/office location, office phone, campus location, and Union affiliation will be sent to the Union President.

c. By September 30, an Excel accessible file (CSV or Excel) listing all UPI members containing names, addresses, and phone numbers will be sent to the Union President.

8.3. **Reassigned Time for Official Union Duties**

a. Reassigned time, leaves without salary, and additional purchased time shall be granted in accordance with the following terms agreed upon by the University and the Union:

(1) 30 ACEs of release time for Union elected or appointed positions, as determined by the Union, to be taken during two semesters and Summer Session beginning each fall semester. Under this Agreement, the Union Chapter President will be required to teach only one course each semester during the regular academic year. The Union Grievance Officer will be required to teach only two courses each semester during the regular academic year. ACEs given out during the Summer Session will be given out under the provisions outlined in 29.11., Summer Session Compensation.

(2) Additional ACEs may be purchased by the Union at the full pro rata salary of the employee being assigned the ACEs.

b. Employees granted reassigned time and/or leaves without salary as described above shall not be considered representatives of their University for any activities on behalf of employees or the Union. The Union shall indemnify and hold the Board, its agents, and employees harmless against any damages due to a violation of this clause.

8.4. **Bulletin Boards**

a. The Union may post materials on University bulletin boards (including electronic). The Union must be clearly identified on the face of any posted material. The Union shall assume all costs associated with any posted material. Posted material shall bear the date of posting and may be removed by University representatives after having been posted for a period of 21 calendar days, unless the University grants permission for a longer posting.

b. The Union shall indemnify, defend, and hold the Board, its agents, and employees harmless against any claim, demand, suit, or form of liability arising as a result of the posting of any Union materials on University bulletin boards in accordance with the provisions of this Article. Materials which are not posted in accordance with the provisions of this Article may be removed by University representatives.

ARTICLE 9
FACILITIES AND EQUIPMENT
UNITS A AND B

9.1. In accordance with applicable law, policy, and established procedures, the University will seek to provide a safe working environment for all employees; adequate equipment and materials; and instructional, office, and laboratory facilities conducive to the performance of professional obligations.

9.2. In accordance with University policy, an employee may obtain entry to her/his office during periods when the building in which the office is located is closed.

9.3. In accordance with applicable University policy and procedures, University facilities, equipment, or personnel shall be used only for University business.

9.4. **Parking**

During the term of this Agreement, the Union agrees to accept the University's operating and regulatory policies governing parking as they exist at the time of ratification of this Agreement. The University and Union also agree that parking permits for Union employees at the Macomb campus and the Quad Cities campus be increased by not more than 40% of the current fees in any one-year period. If fee increases exceed 40% of the current rate in any one-year period, the Union maintains the right to negotiate with the University over the rate increase. The cost for Union employees' parking permits at the Quad Cities campus shall be at the identical rate set for the Macomb campus. Western Illinois University parking permits will be valid at both the Macomb and Quad Cities campuses.

ARTICLE 10
NON-STRIKE OR LOCKOUT
UNITS A AND B

The Board agrees that there will be no lockout during the term of this Agreement. The Union Chapter agrees that it will not strike nor will it authorize or encourage any strike by any employees during the term of this Agreement.

ARTICLE 11
DUES CHECKOFF AND FAIR SHARE
UNITS A AND B

11.1. **Dues**

a. In accordance with the State Salary and Annuity Withholding Act (5 ILCS 365/1 et. seq.), the University will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer, from the salary of each employee submitting written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.

b. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

c. Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events: (1) termination of the employee's employment, (2) written notice by the employee of cancellation of the authorization, (3) expiration of the time during which such withholding was authorized, or (4) when the total amount authorized to be withheld has been so withheld.

d. The Union shall give written notice to the University of any changes in its dues at least 30 days prior to the effective date of any such change. If any change in Union dues requires modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the University President, pay the actual cost of such reprogramming.

e. The Union shall indemnify, defend, and hold the Board, its members, officials, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board or its employees, agents, or representatives in complying with this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of employees for Union dues once the University has remitted such monies to the Union.

f. The Union shall promptly refund to its member(s) any funds received pursuant to this Article which are in excess of the amount of dues authorized to be deducted.

g. Nothing in this Article shall require the University to deduct Union fines, penalties, or special assessments from the salary of any employee.

h. The University shall not be responsible for or liable to the Union for the remittance or payment of any sum other than authorized deductions for Union dues.

11.2. **Fair Share**

a. All employees covered by this Agreement who are not members of the Union shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

b. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state and federal law and Labor Board rules.

c. Fair share payment by non-members shall be deducted by the University and remitted to the Union within 10 working days of said deduction unless required to remit a fee to the Illinois Educational Labor Relations Board (IELRB) for escrow.

d. The University shall provide the Union with the names of all non-Union employees from whose earnings the fair share payment shall be deducted.

e. The Union and Board shall comply with the rules of the IELRB concerning notice, objections, and related matters contained in its fair share rules.

f. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, arising out of actions in compliance with this Article.

g. If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately to bring this Article into compliance with the standards or rulings of said IELRB or court.

ARTICLE 12
MINUTES, POLICIES, AND BUDGETS
UNITS A AND B

The Board and/or University will maintain a hard copy and, when available, an electronic copy of each of the following documents in the reference area of the Malpass Library as soon as the documents are available:

a. The approved minutes of the meetings of the Board

b. Board By-laws and Regulations

c. University Policy Manual and Administrative Procedures Handbook

d. The internal operating budget of the University

e. The University's Resource Allocation Management Plan (RAMP)

f. The Faculty Policy Manual

g. The WIU/UPI Agreement

h. Department Criteria from each department

i. University/College/Department Workload Equivalents

j. The unabridged version of the Annual Financial Report

ARTICLE 13
MISCELLANEOUS PROVISIONS
UNITS A AND B

13.1. **Totality**

The Board and Union acknowledge that during the negotiations, which resulted in this Agreement, both parties had the unlimited opportunity to present all interests and options, and that this Agreement constitutes the entire Agreement between the parties for its duration.

13.2. **Amendment and Modification and Memorandums of Understanding**

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

The Board, or its designee, and Union may negotiate Memorandums of Understanding (MOU) which, when mutually agreed to, shall clarify or elaborate upon any of the provisions of this Agreement. In the case of an MOU, ratification by the Union and approval by the Board of Trustees will be waived. However, the MOU document must be signed by the Union Chapter President and the University President or her/his designee, and the MOU shall be made publicly available through an online source.

13.3. **Conflict with Policies or Regulation**

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

13.4. **Availability of Agreement**

The University agrees to provide each employee in the bargaining unit with a copy of the Agreement and to provide a copy to each new employee upon hiring.

13.5. **Identification**

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

13.6. **Establishment of University Committees**

a. Committee to Study Market Equity

The University and Union agree to repeat the Committee to Study Market Equity utilizing the same procedures used to produce the 2009 equity study report and make recommendations regarding Unit A and Unit B compensation to the University President and Union Chapter President. The University and Union shall appoint an equal number of representatives to serve on the committee as voting members. The committee is to complete its report and submit it to the University President and Union Chapter President by April 21, 2020.

b. Committee to Develop Contract Language Concerning ASP Workloads

The University and Union agree to form a committee to discuss and make a recommendation to the Academic Vice President and Union President for ASP workloads. The University and Union shall appoint an equal number of representatives to serve on the committee as voting members The Committee is to complete its report and submit it to the University President and Union Chapter President by April 21, 2020.

c. On-line Evaluations Committee

The University and Union agree to form a committee to evaluate the feasibility of transitioning to a completely on-line evaluation system, to improve the response rate for the current on-line system of evaluations and make recommendations related thereto. The University and Union shall appoint an equal number of representatives to serve on the committee as voting members. The Committee is to complete its report and submit it to the University President and Union Chapter President by April 21, 2019. The Committee may request an extension if additional time is needed.

13.7. **Positive Time Reporting Requirements in Relation to the State Officials and Employees Ethics Act**

This section is established between UPI and WIU for the purpose of describing the use of Western Illinois University (WIU) employee positive time reporting activities as mandated under the 2003 State Officials and Employees Ethics Act (SOEEA).

a. Under SOEEA, state employees periodically must submit records documenting the total amount of time spent each day on official State business.

b. Unit A and all Unit B bargaining unit members shall comply with the positive reporting requirements implemented by WIU in accordance with the instructions developed collabora¬tively between the University and UPI.

c. An employee's time reporting and report shall not be used in retention, tenure, promotion, or any other decision rendered in the evaluation process. Any and all information that is submitted in relation to comporting with SOEEA will be solely used for compliance with SOEEA. Under no circumstances may any time reporting information be used by the University for any other purpose except those outlined by the law (the SOEEA permits the University to utilize disciplinary actions for intentional violations of the act; see 5 ILCS 430/50 5[f]).

d. Any University discipline actions resulting from the SOEEA must follow the progressive disciplinary articles outlined in this Agreement.

e. The information disclosed in the positive time reporting system shall be deemed confidential and not included in the personnel records of any employee, except as required in accordance with SOEEA.

f. Failure to submit a positive time reporting form shall have no effect on retention, promotion, tenure, or any other evaluative process. However, it is expected that employees will comply with state laws and University regulations. The University will provide reasonable assistance to help employees to comply with the SOEEA time reporting requirements.

13.8. **Open Access and Predatory Journals and Publications**

UPI agrees to develop guidelines and best practices for Open Access and Predatory Journals and Publications to submit to the Academic Vice President (AVP). Such guidelines and best practices are subject to the approval of the AVP.

ARTICLE 14
SEVERABILITY
UNITS A AND B

14.1. In the event any provision of this Agreement (1) shall be found contrary to statutory law or judicial ruling, or (2) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

14.2. If a provision of this Agreement is rendered ineffective for any of the reasons specified above, the Board and the Union shall, within 30 calendar days thereafter, begin negotiations to seek resolution of any resulting problems.

ARTICLE 15
DURATION
UNITS A AND B

15.1. **Duration**

The terms of this Agreement shall become effective upon execution of this Agreement by the Board and the Union and shall remain in effect through June 30, 2021, except as follows:

a. All Articles may be reopened by mutual agreement. For the applicable period, and the changes agreed upon, an Appendix will be distributed.

ARTICLE 16
DISTANCE EDUCATION
UNITS A AND B

16.1. **Definition**

Distance Education refers to distance teaching and learning where the faculty member and the students are not in the same classroom or location. The course may be synchronous or asynchronous. Delivery of instruction is accomplished by one or more technological media or can be print-based materials, sent through the mail. Technology media include live or recorded satellite broadcasts, live 2-way video (CODEC), computer or internet technology (such as web-based instruction), digital and/or analog videotape, CD-ROM, or other electronic means, now known or hereafter developed, utilized to provide instruction.

16.2. **Assignment of Distance Education Duties, Training, Support, and Ownership**

The following considerations apply to all Distance Education delivery methods:

a. No faculty member shall teach a Distance Education course using technology with which she/he is unfamiliar without the opportunity to be trained in the effective use of those technologies prior to the actual teaching of the course.

b. Only these faculty who have the skills, training, and experience to design or teach a Distance Education course will be assigned to do so by the department chair in consultation with the faculty member.

c. The faculty member shall be assigned to teach a Distance Education course using new technologies at least one semester prior to the actual teaching of the course to allow adequate opportunity to prepare materials required for those technologies.

d. Faculty members who teach a Distance Education course will receive necessary instructional, logistical, and technical support and assured use of appropriate equipment in good working order.

e. For the development or teaching of a Distance Education course, priority will be placed upon assigning such duties to appropriate departmental faculty members in the Union bargaining unit. It is only when personnel resources are inadequate, per Article 16.2.b., that assignment of these duties will be made to individuals not in the Union bargaining unit.

f. Ownership, control, and use of the materials developed for web-based, videotaped, and digitally recorded courses will be consistent with the University's Policy Statement on Intellectual Property as it exists at the time of ratification of this Agreement.

16.3. **Distance Education Committees**

a. The University and the Union mutually agree that they will enter into ongoing discussion on Distance Education which shall include, but not be limited to, matters of support, training, quality, and workload issues. Any committees charged in part or in whole with the responsibility of addressing issues related to Distance Education will have at least two Union-appointed representatives.

16.4. **Workload**

a. Course Development

Pursuant to Article 16.2.b., a faculty member assigned to develop a Distance Education course, which requires substantial time and effort to learn new technologies and to develop or adapt materials, will be given appropriate ACEs during the semester of development as follows:

(1) A faculty member developing a CODEC or satellite course shall receive two ACEs for initial compilation of materials, such as a workbook to support the class consisting of handouts, assignments, and supplemental materials.

(2) A faculty member assigned to develop a web-based class shall receive either a minimum of three ACEs for initial development of the course or a stipend of $5,000, subject to department chair's approval and availability of ACEs to be assigned or availability of funds. The department chair may award more than three ACEs based on the amount of time and effort put forth in the development of the course.

(3) The department chair may award a faculty member ACEs for revising or converting (to a new platform) an existing course, the number of ACEs to be determined based on the amount of time and effort put forth in revising or converting the course.

b. Enrollment and Teaching ACEs

(1) Determination of the standard class size for a Distance Education class shall be reasonable and based on pedagogical considerations, determined by the appropriate administrator in collaboration with the instructor. Large sections will be compensated by additional ACEs as specified below.

Total enrollment for all sites for CODEC and satellite delivered classes, including the on-campus site, will be capped at previously established enrollment levels for the equivalent on-campus course.

Total enrollments for web-based courses will be capped at previously established enrollment levels for the equivalent on-campus class.

(2) If total enrollments exceed the caps for CODEC, satellite, or web-based courses as specified above, an additional .5 ACE will be assigned for every 25% by which the enrollment cap is exceeded. However, when grading and evaluation support is provided so that there is no additional effort required by the faculty member, or the grading/evaluation instruments themselves do not require substantial effort from the faculty member, no additional ACEs will be assigned.

(3) A faculty member assigned to teach a web-based course shall receive ACEs at the rate of one ACE for each semester hour.

(4) Web-based courses taught outside the regular academic year (after spring and before fall semester) will be paid at the Summer Session rate.

16.5. **Classes Recorded on Video**

This Section applies when a regular on-campus course is videotaped or recorded using digital technologies for use at a future time or date by either the department or the faculty member. This Article applies only to materials that are not delivered via the internet.

A faculty member using videotapes or digitally produced recordings and materials produced by the faculty member him or herself, by another faculty member, or purchased from an outside source to teach an entire course will receive ACEs at the rate of one ACE for each semester hour.

16.6. **Distance Education Courses from Other Institutions**

A live, interactive Distance Education course transmitted by another institution may not be offered at a Western Illinois University site without the prior approval of the Academic Vice President if the same course is being taught that same semester at any WIU site.

16.7. **Combining Courses**

A regularly scheduled on-campus class with sufficient enrollment will not be canceled for the purpose of transferring or directing students into a similar Distance Education class.

16.8. **Cross Reference of Other Distance Education Articles of This Contract**

a. Evaluation: For evaluation of Distance Education courses, see Article 20.16.

b. Compensation: For compensation of Distance Education courses, see Article 29.10.

ARTICLE 17
LEAVE WITHOUT SALARY
UNIT A

17.1. An employee is eligible for leave without salary 12 months after the date of her/his initial employment at the University.

17.2. **Leave Application and Duration**

a. An application for leave without salary shall be submitted to the employee's department chair, dean, and the Academic Vice President at least six months prior to the starting date of the requested leave. The application shall state the purpose and provide a written explanation of the need for the leave and the time period for which the leave is requested. The purposes for which a leave may be requested are: (1) personal, (2) research, (3) advanced study, (4) professional development, or (5) public service.

b. The initial grant of a leave without salary may be for a period of up to 12 months. A leave without salary is granted at the discretion of the Academic Vice President, following submission of the request to the department chair and dean, who will then forward the request to the Academic Vice President with a recommendation for approval/denial. Upon the written request of the applicant, the Academic Vice President will provide a written explanation within 10 working days to an employee whose application for leave without salary has not been approved.

c. An extension of a leave without salary for up to an additional year is granted at the discretion of the Academic Vice President, following submission of the written request (including explanation of the need for the extension) to the department chair and dean, who will forward the request to the Academic Vice President with a recommendation for approval/denial.

d. The request for an extension of a leave without salary shall be submitted at least six months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave.

e. Any of the above limitations or deadlines may be waived by the Academic Vice President upon the request of an employee submitted to the department chair and dean, who will forward it with a recommendation.

f. A denial of a request for leave may be appealed to the University President.

g. Upon return to the University from a full-time leave without salary, an employee's salary shall be adjusted to reflect negotiated increases which the employee would have received if not on leave.

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

17.4. An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program. The employee 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.

17.5. **Credit of Time Spent on Leave**

a. The retention, tenure, promotion, merit, and sabbatical clock shall stop while the employee is on Leave without Salary unless the employee requests and is granted approval from the Academic Vice President to include the year. A request to count the year must be submitted by the end of the fourth week after her/his return to full time employment.

b. Employees will not be required to submit retention, tenure, or promotion portfolios (or Merit Form) when on leave unless the employee requests and is granted approval to submit the portfolio (or Merit Form) from the Academic Vice President.

c. The employee will be able to submit any work accomplished during Leave without Salary in any future retention, promotion, or tenure portfolios (or Merit Form), regardless of whether the employee counted the time spent on leave toward eligibility for retention, tenure, promotion, and sabbatical per Article 17.5.a.

17.6. **Compulsory Leave**

a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the University President shall inform the employee in writing of the basis for the University President's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University, or by a doctor chosen, and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the University 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.

(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 University President. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the University President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the University President concludes that the employee:

(1) presents a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact.

(2) is unable to perform, with a reasonable accommodation, the duties required by the position of employment, the University President shall place the employee on compulsory leave. The University President shall notify the employee in writing of the duration of the compulsory leave period; however, the University President may, with the agreement of the employee, extend the leave period if necessary, and if so, shall notify the employee in writing. Any earned leave credits (accumulated sick or vacation days) may be used during the compulsory leave period. That portion of the compulsory 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 and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), state or federal disability benefits, or existing WIU Board of Trustees Policy or Regulations.

c. After expiration of one-half of the compulsory leave period, or when the employee believes she/he is able to return to work, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If, after reviewing the opinion and other materials relevant to the employee's illness or injury, the University President concludes the employee is able to return to work, the employee may return to work immediately. If the University President denies the request to return to work, she/he shall notify the employee in writing with reasons.

d. If, at the end of a compulsory leave, after reviewing the opinion of the doctor chosen and paid for by the University or the doctor chosen and paid for by

the employee who is acceptable to the University, and other materials relevant to the employee's illness or injury, the University President concludes an employee is unable to return to work, the University President may extend the period of compulsory leave, or if the University cannot reasonably accommodate the illness or injury,

(1) request the employee's resignation.

(2) recommend termination in accordance with the procedures provided in Article 22. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 18
FACULTY RESPONSIBILITIES AND ASSIGNMENT OF DUTIES
UNIT A

18.1. The professional obligation of an employee in Unit A consists of both assigned and unassigned duties and activities; assigned duties will be recorded on an Assignment of Duties form along with the designated number of academic credit equivalents (ACEs) for each of those duties.

18.2. **Full Workload**

a. The following shall be considered a full workload: From 18 to 22 ACEs.

An employee who teaches a mass lecture shall be compensated with additional ACEs equivalent to the number of semester hours of the course. Mass Lecture will be defined in the Department Workload Equivalents document (see 18.2.c.1).

b. Art studios, music applied study and ensembles, Library assignments, and field and activity courses shall be equated on a ratio of 2⁄3 ACE for each contact hour spent in such work. For laboratories, each actual contact hour shall be assigned at the rate of .5 to one ACE, depending on difficulty/time of preparation and the proportion of time spent teaching or supervising. Where any of the above courses also include lecture hours, each hour of scheduled lecture shall be assigned one ACE. Any Unit A counseling assignments will be negotiated between the Union and the University. Changes in these allocations can only be made in DWEs. Rationale must be provided in writing by anyone requesting a review for any changes. Any such changes must go through the required DWE process, including vote of departmental faculty; review by department chair, dean, and college faculty; and approval by the Academic Vice President in consultation with the Union Chapter President. If at least 3⁄5 of the department faculty vote to oppose a change to Article 18.2.b., the process will terminate and the proposed change will not happen.

c. Additional workload equivalents will be determined as follows:

(1) Department Workload Equivalents (DWEs) not specified in this Article will be developed by the department chair in collaboration with the department faculty. A minimum of one departmental meeting will be devoted to seeking input from faculty and to the development of the DWE. Minutes will be taken at this meeting. All faculty members of the department/unit will be given the opportunity to vote to recommend to approve or disapprove the final DWE document. The summary of faculty comments to be forwarded will be written by an ad hoc committee of faculty. Both the summary of comments and the committee composition will be voted on by the faculty. Upon completion, the department chair will forward the proposal, the results of the vote, and a summary of the faculty comments to the appropriate dean. After reviewing the proposed workload equivalents, the faculty vote, and the faculty comments, the dean will forward the department chair's recommendations, the faculty vote, and the faculty's comments, together with the dean's recommendations, to the Academic Vice President. Final approval rests with the Academic Vice President after discussion with the appropriate deans and with the Union Chapter President. Approved copies will be sent to deans, department chairs, faculty, and the Union Chapter President.

(2) College Workload Equivalents (CWEs) shall be developed by the appropriate dean. She/he shall distribute the CWE document to college/unit faculty via the College faculty council for their review and comment. Representatives elected to a college faculty council will be given the opportunity to vote to recommend to approve or disapprove the final CWE document. The dean shall submit the CWE document, along with faculty comments, to the Academic Vice President for approval/disapproval following discussion with the deans and the Union Chapter President. The summary of faculty comments to be forwarded will be written by the Chair of the faculty council. Approved copies will be sent to deans, department chairs, faculty, and the Union Chapter President. Subsequent modifications to the CWE after initial approval may be made when necessary by the appropriate dean following approval of the Academic Vice President following discussion with the Union Chapter President.

(3) University Workload Equivalents (UWEs) shall be granted by the Academic Vice President following discussion with the Union Chapter President. Approved copies will be sent to deans, department chairs, faculty, and the Union Chapter President. Subsequent modifications to the UWE after initial development may be made when necessary by the Academic Vice President following discussion with the Union Chapter President.

d. Modification of Department Workload Equivalents and College Workload Equivalents: In the case of a new duty or assignment that must be performed as a result of a department, unit, or program need that was not evident at the time of the implementation of this contract or as a result of a curriculum or unit change, a modification of the DWE and/or CWE may be requested by a department, the college, or the University. Modifications when necessary shall follow the same procedures discussed in 20.4.b. Any department or college considering modifications to DWE documents, under the condition stated above, must provide sufficient justification to the Academic Vice President for initiating those changes or additions to the DWE document.

e. The Union Chapter President shall be given five (5) days to review the timetable and to provide input in writing to the Academic Vice President prior to finalizing the timetable.

18.3. **Preparations**

Except for activities courses, no more than five different preparations (of 3 to 4 semester hour courses) per year shall be assigned. For additional preparations, one ACE shall be awarded for each preparation of a 3 to 4 sh course. Except for intersession and activity courses, two 1 sh course preparations shall count as one preparation and three 2 sh courses shall count as two preparations.

18.4. **Advising**

Undergraduate and graduate advising will be covered in the DWEs.

18.5. **Departmental Independent Study/Readings**

It is expected that faculty will occasionally direct departmental independent study. Faculty supervising more than 6 student credit hours (SCH) of Independent Study/ Readings per academic year shall be compensated at the summer session rate (Article 29.11.c) starting with the 7th SCH.

18.6. **Tutored Study**

Tutored Study courses may be offered when classes do not meet the department's enrollment thresholds (see Definitions). In general, the enrollment thresholds shall be under 15 students in a lower division class, under 10 students in an upper division class, and under five students in a graduate class. Departments may define in their DWE document enrollment thresholds different than those stated above if warranted by the unique nature of a class within their discipline. Faculty members assigned to teach a tutored study course shall receive the pro rata equivalent of one ACE for five students in a 3 sh course. Appropriate ACE assignments may be specified in DWEs, but these equivalents will never be less than one ACE for five students in a 3 sh course.

18.7. **Team Teaching**

For courses that are team taught in which all participating faculty teach throughout the entire semester, each faculty member shall receive the full ACEs for the course. In other cases, the ACEs will be divided proportionately among the faculty based on their level of responsibility in the instruction.

18.8. **Internships**

Internship supervision shall be awarded between .1 and .4 ACE per student, based on number and distance of site visits and level of supervision required, as defined in the DWE document (see Article 18.2.c.[1]).

18.9. **Pre-Student Teaching and Student Teaching Supervision**

Workload for pre-student teaching supervisors, when such supervision is conducted outside of a class for which an employee receives ACEs, shall be awarded between .1 and .4 ACE per student, based on number and distance of site visits and level of supervision required, as defined in the DWE document (see Article 18.2.c.[1]).

A full workload for student teaching supervisors shall be from 24 to 36 student teachers per academic year.

18.10. **Off-Campus Instruction**

Off-campus course assignments will be based on program need. Faculty will be asked to indicate in writing their willingness to participate in off-campus instruction, and that information will be taken into consideration when assignments are made.

18.11. **Distance Education (See Article 16.)**

18.12. **Intersession Courses**

Faculty who teach intersession courses during the regular academic year may choose to be compensated either with ACEs in their annual workload or by payment at a rate equivalent to the rate paid for overload, regardless of their total ACE load. Assignment of intersession teaching will be made to faculty who indicate in writing their willingness to teach during intersession. Intersession courses taught outside the regular academic year (after spring and before fall semester) will be paid at the Summer Session rate.

18.13. **Overload**

a. Faculty assigned more than 22 ACEs will receive overload compensation at the rate specified in Article 29.8.

b. If a faculty member is absent from her/his duties, another faculty member may be assigned to perform those duties by the department chair. If the assignment exceeds one week, the faculty member performing the duties shall receive compensation prorated for the period of assignment beginning with the second week of the assignment. The compensation shall be based on 150 minutes taught in a week for a three ACE class in a 16-week semester, or equivalent.

c. Voluntary overload shall not exceed nine ACEs per year. Involuntary overload shall not exceed six ACEs per year.

18.14. **Assignment of Duties**

a. The Academic Vice President shall develop (1) the forms to be used to record officially assigned duties, and (2) the timetable for the development of course schedules and assignment of duties, and of Summer Session rotation, to include both Unit A and Unit B Faculty. The Academic Vice President will review the forms and timetable with the Union Chapter President before they are distributed to employees. A copy of the time table shall be provided to each employee by September 1 unless otherwise agreed to by the Academic Vice President and the Union Chapter President.

b. The department chair is responsible for assigning duties. Included in that responsibility, the Department Chair shall attempt to discuss assignment of duties with employees who shall have an opportunity to discuss and receive adequate notice regarding their assignment of duties. In accordance with the timetable distributed by the Academic Vice President, faculty

(1) may indicate their preference in writing regarding assigned courses, scheduling, reassigned time, and assignment of specific duties, and may request resources necessary to accomplish the proposed assignment;

(2) shall receive preliminary written notice of their teaching assignment for the next semester;

(3) shall receive final, written notice of their assignment of duties for the next semester. Modifications in this assignment shall be discussed with the employee at the earliest possible time and recorded on a new Assignment of Duties form, signed by the employee.

c. Late changes in assignment may be necessitated by unexpected changes in personnel or enrollments. Reasonable opportunity for consultation shall be provided before such late changes are recorded and a revised Assignment of Duties form is provided to the faculty member.

d. A reasonable effort will be made to contact employees away from campus via the University email address regarding their assignment of duties in accordance with requirements of Articles 18.14.b. or 18.14.c. above.

e. Written assignment of duties for all faculty will be submitted to the appropriate dean for final approval.

18.15. **Office Hours and Faculty Accessibility**

Each employee shall maintain a schedule of at least four office hours per calendar week spread over at least three days. These hours shall be scheduled to allow reasonable access and shall be posted. Department chairs may allow an adjustment or appropriate substitution to the above office hour requirement to provide for nontraditional classes or unique teaching situations.

If necessary and reasonable, faculty are expected, and have a professional obligation, to be accessible to meet students, other faculty, and staff, as well as attend meetings, on days and times other than those of posted office hours and scheduled classes.

18.16. **Summer Session Appointments**

See Article 19, Summer Session.

18.17. **Outside Employment, Outside Teaching, and Consulting**

a. Outside employment while employed on contract as a full-time faculty member at Western Illinois University represents a potential conflict of commitment and interest. Such employment is prohibited without prior approval of the Academic Vice President, following submission of the request to the department chair and dean with recommendations for approval/denial. Such request will indicate the nature of the outside employment and an estimate of the amount of time which will be involved. If approved, an employee's performance of professional obligations to the University as specified in Article 18.1. shall have priority over any outside employment.

b. Outside teaching includes all forms of instruction whether in the classroom or via distance learning offered by other entities (including for-profit organizations). With the exception of occasional guest lectures or seminars, teaching for another entity while employed on contract as a full-time faculty member at Western Illinois University represents a potential conflict of commitment and interest. Such teaching is prohibited without prior approval of the Academic Vice President, following submission of the request to the department chair and dean with recommendations for approval/denial. Such request will indicate the nature of the outside employment and an estimate of the amount of time which will be involved.

c. With the approval of the Academic Vice President, following submission of the request to the department chair and dean with recommendations for approval/denial, an employee may engage in consulting activities for which the employee receives compensation for entities outside the University while employed on

contract as a full-time faculty member at Western Illinois University. Such request will indicate the nature of the consulting activity and an estimate of the amount of time which will be involved. Such activities are to be limited to no more than 20% of an employee's work time (example: in a five-day week, an employee is limited to one day of consulting).

18.18. **Teaching Certification Portfolios**

No faculty member shall be assigned more than 10 portfolios without receiving ACE compensation. Evaluation of Teaching Certification Portfolios over 10 portfolios, when such evaluations are conducted outside of a class for which an employee receives ACEs, shall be awarded a range of between .5 and one ACE per 10 portfolios or fraction thereof (in no less than .5 increments), to be determined in the DWE based upon the number of and length of entries to be evaluated and the responsibility of the faculty member in overseeing the portfolio process.

18.19. **Grants and Contracts**

If an employee is assigned to work on an externally funded grant or contract, the employee may request the Academic Vice President to exclude such work from her/his assigned obligation. The Academic Vice President, after consulting with the department chair and dean, shall review each request for exclusion individually. If the work is not excluded, the Academic Vice President shall determine the value of such work in terms of ACEs. (See Article 29.5.)

18.20. **Program Accreditation**

Faculty members assigned to oversee, collect, and/or analyze data; write reports; or otherwise to be involved in program accreditation will be awarded one to three ACEs per academic semester based upon the level of their involvement in the accreditation process as defined by the DWE document.

ARTICLE 19
SUMMER SESSION
UNIT A

19.1. **Summer Session Appointments**

a. Each academic year, the University Administration shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the Summer Session.

b. Rotation Plans

(1) A department's rotation plan (that shall include both Unit A and Unit B Associate Faculty) will be used to determine which, if any, department employees will be offered departmental Summer Session employment. Employees on terminal contracts will not be eligible for Summer Session employment.

(2) Program needs shall supersede a department's rotation plan in determining which, if any, department employees will be offered departmental Summer Session appointments. Except for special program needs, department employees shall be given priority in the award of Summer Session employment.

(3) A department rotation plan shall ensure that Unit A tenured/tenure-track employees and Unit B Associate Faculty in the department have equal access to departmental Summer Session employment during a Summer Session. No faculty member shall teach two summers in a row unless all other faculty on the roster have passed on the teaching opportunity, actually taught a Summer Session course, or unless there is program need.

(4) Unit A tenured/tenure-track employees and Unit B Associate Faculty shall be given priority over temporary employees in the award of Summer Session appointments.

(5) After a review of the existing Summer Session rotation plans, the Academic Vice President will consult with the Union Chapter President regarding guidelines for use by departments in reviewing existing rotation systems. The guidelines will be sent to each department by January 15, 2019.

(6) Each department chair, after consultation with department employees, shall submit the department's rotation plan to the appropriate dean and Academic Vice President for approval. The Academic Vice President shall review all plans to ensure their consistency with University guidelines and to ensure that department employees have equal access to departmental assignments during a Summer Session. The Academic Vice President shall provide the department chair with copies to all department employees, a written statement which: (1) approves the department's rotation plan, or (2) disapproves the department's rotation plan in whole or in part. In the event of disapproval in whole or in part, the statement will contain the reasons for disapproval and any suggestions for modifications of the plan. If a department has no approved rotation plan, the Academic Vice President, after consultation with the Union Chapter President, shall establish a rotation plan for the department. Once approved or established, a department rotation plan shall remain in effect for the duration of this Agreement. The Academic Vice President will prepare and distribute a timeline for implementation of this Article.

(7) A copy of the approved department rotation plan shall be provided to each department employee as specified in the University timetable. Each employee who desires a Summer Session appointment shall notify her/his department chair by the date specified in the University timetable.

c. Firm Contracts

An employee who receives a Summer Session assignment shall receive a firm contract for the appointment by no later than 30 calendar days prior to the date the appointment is to begin. For a class with insufficient enrollment 30 days prior to the first day of class, the Academic Vice President may either cancel the class or, if sufficient enrollment is anticipated, the employee may choose to remove himself or herself from the assignment or to accept a contract issued at the time the class is sufficiently enrolled.

d. An employee's position on the Summer Session rotation roster will be based on assignment of Teaching/Primary Duties on and off campus. Assignments not affecting an employee's position on the Summer Session rotation roster include:

(1) Independent Study Program courses, and (2) work funded by an external grant/contract obtained by the employee.

19.2. **Summer Session Compensation** (See Article 29.11.)

ARTICLE 20
EVALUATION: CRITERIA AND PROCEDURES
UNIT A

20.1. **Purpose of Evaluation**

The University is responsible for evaluating the performance of all employees. The purposes of evaluation are to judge the effectiveness of an employee's performance, to identify areas of strength and weakness, and to improve employee performance. Additionally it shall provide a basis for the University President and the Board, as appropriate, to make decisions concerning retention, promotion, tenure, or merit. It is the responsibility of all employees to submit the materials and follow the schedules identified in this Article.

20.2. **Evaluation Schedule**

In consultation with the Union Chapter President, the Academic Vice President or designee shall create and distribute to all faculty by September 1 the University timetable listing the deadline dates for faculty to submit their evaluation portfo-

lios and for each faculty committee and evaluating administrator to provide written notice of their evaluation recommendations. Upon written request of the employee or the department chair and the dean, the Academic Vice President may extend the deadline for submission of the portfolio, with notification to the Union Chapter President.

20.3. **Evaluation Period**

a. Retention: Except in Probationary Year One [PY1] and PY2, material submitted for an evaluation will include activity from the first day of the fall semester to the day preceding the beginning of the next fall semester (see chart on the following page). The year in which one submits a retention portfolio is not evaluated as it will be evaluated during a subsequent evaluation period.

b. Primary emphasis will be placed on performance since the initial appointment date for first-year employees; for all other probationary employees, primary emphasis will be placed on the period beginning with the semester they submitted their most recent evaluation portfolio. However, each evaluation period shall be considered in the full context of the employee's total probationary performance record. Probationary employees will show improvement in Teaching/Primary Duties and increased quantity and quality of performance in Scholarly/Professional Activities and Service Activities. Exceptions to this expectation may be made for faculty whose performance is sufficiently strong that significant improvement would be difficult to achieve.

c. Employees in PY1 and PY2 shall be evaluated in Teaching/Primary Duties. Employees in PY1 and PY2 will be required to submit plans for pursuit of Scholarly/Professional Activities, and may list Scholarly/Professional Activities for that evaluation period if applicable. Employees in PY1 and PY2 will demonstrate at least minimal service in each evaluation period. Service Activities, Scholarly/Professional Activities, and plans for Scholarly/Professional Activities shall be included in the evaluation portfolio for written advisory comment from the Department Personnel Committee (DPC), department chair, and dean. A non-retention decision in PY1 and PY2 cannot be based on Scholarly/Professional or Service Activities. PY1 and PY2 written advisory comments are intended for the faculty member's professional development, and shall not be used as a basis for personnel decision making in PY1, PY2, or in future evaluation years.

Evaluation for PY1 will consider documentation for fall semester of that year. Evaluation for PY2 will consider documentation for spring semester of the first year (with a review of the PY1 outline). Evaluation for PY3 will consider documentation for fall and spring semesters of PY2 (with a review of the PY1 and PY2 outlines). Evaluation of PY4 will consider documentation for fall and spring semesters of PY3 (with a review of all previous years' outlines). Evaluation for PY5 will consider documentation for fall and spring semesters of PY4 (with a review of all previous semester outlines). This system is presented in the chart below:

PY Year	Semesters to Be Documented
1	Fall, PY1
2	Spring, PY1*
3	Fall & Spring, PY2*
4	Fall & Spring, PY3*
5	Fall & Spring, PY4*
6 (Tenure Year)	Fall, PY1 to Date of Tenure Application*

*Plus outlines from previous years

Employees who begin their employment after October 1 shall remain in PY1 their entire second employment year. In January of their second employment year, they will have the previous spring and fall evaluated. They then will fall into the normal cycle described above beginning with PY2.

d. Tenure: The evaluation period for tenure will include the total number of years employed as a probationary faculty member at the University, up to and including the date of submission of the tenure portfolio.

e. Promotion: The evaluation period for promotion (to both Associate Professor and Full Professor) will include the employee's entire record since the initial hiring date up to and including the date of submission of the promotion portfolio.

f. Merit: The evaluation period for merit, applicable to faculty in the rank of Professor +5, Professor+10 and Professor+15, will be the same five year period as outlined below for appraisal.

g. Five- Year Appraisal of Tenured Faculty: The evaluation period will include the five years (i.e., the ten full semesters) prior to appraisal application.

20.4. **Evaluation Criteria**

a. Evaluation of an employee's effectiveness shall be based on consideration of the employee's professional responsibilities: Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities. Teaching/Primary Duties shall be the most important of these three responsibilities.

b. Department Criteria

(1) Each department shall have a statement of Department Criteria, describing the standards, materials, methods, and procedures to be used in evaluating performance of employees eligible for retention, tenure, and promotion. The Department Criteria will contain the following:

(a) Materials and activities appropriate for the department to use for each of the three areas of evaluation and the relative importance of these materials and activities;

(b) A general statement of the methods to be used and the relative emphasis to be given in each of the three areas of evaluation, with Teaching/Primary Duties being the most important area;

(c) A statement that student assessment results will not be used in the evaluation of faculty performance;

(d) An educational requirement—Current educational requirements for tenure shall be reviewed and, if appropriate, modified, at the department level. Departments with professional programs may specify requirements within their program;

(e) The department's student course evaluation form;

(f) When applicable, Department Criteria shall take into consideration inherent differences in form, content, or audience that might adversely affect a faculty member's evaluation—Examples include, but are not limited to, general education, Distance Education (see Article 20.16.), or multicultural material;

(g) A statement that defines the composition of the Department Personnel Committee (DPC) and the procedures for election;

(h) The criteria for tenure, which will be identical to the criteria for promotion to Associate Professor.

(2) Nothing shall prevent the Academic Vice President from requiring common elements in all Department Criteria as related to the performance of assigned professional responsibilities, upon discussion with the Union Chapter President.

c. Department Criteria Development and Approval Process

Department Criteria will be developed by the department chair in collaboration with the department faculty. A minimum of one departmental meeting will be devoted to seeking input from faculty and to the development of the Department Criteria. Minutes will be taken at this meeting. All faculty members of the department/unit will be given the opportunity to vote to recommend to approve or disapprove the final Department Criteria document. Upon completion, the Department Criteria will be signed by the DPC chair indicating faculty participation and either concurrence or concerns. The DPC chair shall attach a statement to accompany the Department Criteria containing any comments or concerns expressed by the faculty, either individually or collectively.

By no later than a date to be specified in the University timetable, each department chair shall submit the department's proposed Department Criteria, with the faculty vote and any accompanying statement by the DPC chair, to the appropriate dean and College Personnel Committee (CPC). The dean and CPC

will forward all Department Criteria, along with their respective recommendations, the faculty vote, and statement from the DPC chair, to the Academic Vice President for approval/disapproval. The dean's and CPC's recommendations will simultaneously be copied to the department chair and chair of the DPC. The Academic Vice President shall review proposed Department Criteria, discuss them with the appropriate dean and the Union Chapter President, and then notify the dean, department chair, and the DPC chair in writing of any recommended additions, deletions, or modifications. Department revisions shall be submitted to the dean and forwarded to the Academic Vice President for final approval. The Academic Vice President will notify departments of the approval status of their Department Criteria. [Specific dates will be provided by the Academic Vice President in consultation with the Union Chapter President following ratification of the contract.] If the Academic Vice President rejects proposed revisions and the department faculty request it, the Academic Vice President will meet with the faculty to discuss the reasons for the decision.

(1) The Department Criteria as approved shall become effective the first day of the fall semester of the 2019-2020 academic year. The Department Criteria shall remain in effect for the duration of this Agreement, unless modified by the faculty and department chair, recommended by the dean, and approved by the Academic Vice President after discussion with the Union Chapter President. Modifications when necessary shall follow the same procedures discussed in 20.4.b. Any department considering modifications to Department Criteria must provide sufficient justification to the Academic Vice President for initiating those changes to the Department Criteria. Department Criteria in effect on August 31, 2018, shall remain in effect through the 2018-2019 academic year.

(2) During the first year (2019-2020) of the new Department Criteria, faculty applying for retention, tenure, or promotion may choose whether to meet the old or the new Department Criteria.

(3) All departments shall receive a copy of the approved statement of Department Criteria within 15 days of final approval, with copies to individual faculty no later than September 1, 2019.

d. Areas of Evaluation

The effectiveness of each employee being considered for retention, promotion, tenure, and Merit (see Article 20.13.), will be evaluated in the areas of Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities. Teaching/Primary Duties is the most important of the three areas of evaluation.

e. Factors to be Considered in Evaluation of Each Area (Specificity to be added by Department Criteria)

The following lists are not to be considered exhaustive, but are intended to be used as a guide. All employees will not necessarily be evaluated on all items.

(1) Teaching/Primary Duties:

(a) Assigned and related teaching responsibilities;

(b) Command of and currency in subject matter/discipline;

(c) Oral English proficiency as mandated by Illinois statute;

(d) Ability to organize, analyze, and present knowledge or material;

(e) Ability to encourage and engage students in the learning process;

(f) Application of new methodologies and technologies of instruction;

(g) Documented participation in professional growth activities contributing to enhanced teaching or contributions to the University or profession;

(h) Student advisement and direction of individual student activities.

(2) Scholarly/Professional Activities:

(a) The quality and quantity of research;

(b) The quality and quantity of research leading to publication/presentations;

(c) The quality and quantity of creative activity especially in, but not limited to, the performing arts;

(d) The nature, number, and funding level of grants;

(e) The extent and nature of local, state, or national recognition of research/creative activity;

(f) The extent and nature of participation in professional organizations (local, state, national; office/position held or leadership roles).

(3) Service Activities*

Service Activities include department, college, and University-wide activities and service to the region and state, and service to a professional organization if not listed in 20.4.e.(2)(f), including, but not limited to, such activities as the following:

(a) Committees;

(b) Recruitment/retention activities;

(c) Sponsorship of student organizations;

(d) Mentoring activities;

(e) Community or regional agency work or consultations.

*For faculty assigned to the WIU-Quad Cities campus, criteria should reflect what is available at that location, recognizing alternatives to Macomb-based committee service.

The quality of participation shall be evaluated by consideration of factors such as the following:

(a) Extent and nature of leadership;

(b) Degree of participation;

(c) Quality and length of service;

(d) Extent and nature of local, state, or national recognition of service;

(e) The relationship of the service to the employee's assigned responsibilities and to the University.

20.5. **Evaluation Committees**

a. Faculty evaluation committees will function at the department and University levels. All faculty on these committees will be tenured employees (unless a department has fewer than three tenured faculty) elected by members of Bargaining Unit A.

(1) DPC members will be elected by all department members of Bargaining Unit A. In a department unable to constitute a DPC of three members for all portfolio applications, DPC members will be elected by and from among all Unit A bargaining unit members who teach courses in that department on a regular basis as determined by the department. If there are not enough Unit A bargaining unit members regularly teaching courses in the department to constitute a three-member DPC for all portfolio applications, then Unit A bargaining unit members in the department will elect among Unit A bargaining unit members recruited from outside the department. These DPC volunteers will be recruited on the basis of their disciplinary similarities to the department.

(2) The CPC shall consist of all the DPC chairs in a college, or a subset of DPC chairs in the college. If a subset, CPC members will be elected by

the chairs of each DPC in each college. The size of this committee will be determined in each college. The CPC will evaluate portfolios for all employees receiving a negative recommendation by the DPC and/or department chair. The CPC will also be responsible for reviewing the Department Criteria and Merit Form and documents submitted by the departments in the college and for making recommendations with regard to those documents, with primary emphasis on consistency of expectations across departments.

(3) The University Personnel Committee (UPC) shall consist of nine tenured Professors, with two elected from and by each college; one representative will be elected by and from the University Library/Counseling Center/Illinois Institute for Rural Affairs Bargaining Unit A employees. Staggered terms shall be for three years. The Faculty Senate will conduct the election of representatives on the UPC.

b. The role of faculty personnel committees in retention, tenure, and promotion is to provide written recommendations: DPCs recommend to department chairs; department chairs recommend to Deans, and Deans recommend to the Academic Vice President. CPCs recommend to deans in cases where there are any negative recommendations; and the UPC recommends to the Academic Vice President in cases where there are any negative recommendations.

c. All evaluators, including DPCs, CPCs, and the UPC, may request further materials, explanations, or additional documentation of statements in the portfolio.

d. Failure to constitute a committee, or failure of a committee to make a recommendation, shall not prevent decisions concerning retention, tenure, or promotion from being made.

20.6. **Evaluation Portfolio and the Addition of New Materials**

a. By a date specified in the University evaluation timetable, each employee to be evaluated for retention, promotion, and tenure shall submit an evaluation portfolio containing evaluation materials required by the Department Criteria. The portfolio should include a table of contents to ensure adequate security of the contents, and it should be organized according to the guidelines developed jointly by the Academic Vice President and the Union.

b. Material used in the evaluation process shall be materials included in the evaluation portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment. Documentation of program needs may be used where program needs are the basis of a non-retention recommendation or decision.

c. Conditions under which materials may be added to the portfolio by the Administration:

(1) when the materials were not available prior to the beginning of the evaluation process, provided the employee is notified and given an opportunity to respond; or

(2) when the materials were in the employee's personnel file prior to the beginning of the evaluation process, provided that copies of any statements attached to such materials by the employee also be included and provided that the employee is notified and given an opportunity to review the materials and respond.

d. Conditions under which materials may be added to the portfolio by the employee:

(1) when an evaluator requests further materials, explanation, or additional documentation of statements in the portfolio; or

(2) when the material is submitted in response to an evaluator's placement of materials in the employee's evaluation portfolio or personnel file after the beginning of the evaluation process; or

(3) when supporting documentation was not available prior to the beginning of the evaluation process.

(4) In the case of a tenure application and an application for promotion to Associate Professor, where substantial new material may affect the outcome, the addition of new material will be permitted at any time during the evaluation process.

e. When materials are added to the employee's evaluation portfolio, or when additional materials are requested, the evaluation shall cease and the employee shall be given up to three work days to respond before the evaluation resumes, unless given an extension by the Academic Vice President and the Union Chapter President.

f. A copy of the evaluation recommendation made at each step of the evaluation process shall be added to the portfolio. If an employee has requested reconsideration of a negative recommendation, a copy of the employee's request for reconsideration letter and of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of any written evaluation placed in an employee's evaluation portfolio or personnel file shall be provided to the employee.

20.7. **Evaluation Procedures Common to All Personnel Applications**

a. Employees will initiate applications for retention, tenure, or promotion. This is accomplished by the submission of the evaluation portfolio to the department chair.

b. The following evaluators will prepare separate written recommendations concerning applications for retention, tenure, or promotion: the DPC, the department chair, the CPC (if required), the appropriate dean or director (if any), and the UPC (if required). All written recommendations will be supported with written reasons based on Department Criteria, and the applicant will be provided with a copy of the recommendation and supporting reasons before the recommendation is forwarded to the next level. The Academic Vice President shall review with the University President the evaluation portfolios submitted by employees. The University President will provide the employee with a written decision concerning the application. If the decision is negative, the University President will provide the employee with a statement of reasons for the decision based on Department Criteria.

c. The evaluation process will commence with the department chair forwarding the evaluation portfolio to the DPC. Upon completion of its evaluation, the DPC will forward the evaluation portfolio to the department chair. Upon completion of her/his evaluation, the department chair will forward the evaluation portfolios to the CPC for all employees receiving negative recommendations. Upon completion of its evaluation, the CPC will forward the evaluation portfolio to the appropriate dean or director; if there is no dean or director, the department chair will forward the evaluation portfolio to the Academic Vice President. Upon completion of her/his evaluation, the dean or director will forward the evaluation portfolio to the Academic Vice President. The Academic Vice President will forward to the UPC the evaluation portfolios for all employees receiving negative recommendations. Upon completion of its evaluation, the UPC will forward the evaluation portfolio and its recommendation to the Academic Vice President. The Academic Vice President shall review with the University President the evaluation portfolios submitted by employees. The University President shall provide each employee with a written decision. If the decision is negative, the University President shall provide the employee with a statement of reasons for the decision based on Department Criteria.

d. The employee may submit a written request for reconsideration of any negative recommendation by the DPC, department chair, CPC, or dean. In the event of a negative evaluation from the UPC, the employee may attach a response to go forward to the Academic Vice President. The request should contain relevant information, reasons, and documentation. Requests for reconsideration must be filed with the appropriate evaluator no later than five work days after receipt by the employee of the negative evaluation recommendation. All requests for reconsideration will be granted, and the appropriate evaluator will provide the employee with a written statement of the result of the reconsideration.

e. Copies of all written recommendations, requests for reconsideration, written responses to the requests for reconsideration, and a response written by an employee after a negative decision by the UPC shall be placed in the employee's evaluation portfolio at each level of review.

20.8. **Procedures Unique to Retention Decisions**

a. Probationary employees shall be evaluated every year; however, no employee shall be evaluated for retention until she/he has completed one full semester at the University. Employees in PY1 and PY2 shall be evaluated in Teaching/ Primary Duties. Employees in PY1 and PY2 will be required to submit plans for pursuit of Scholarly/Professional Activities and may list Scholarly/ Professional Activities for that evaluation period if applicable. Employees in PY1 and PY2 will demonstrate at least minimal service in each evaluation period. Service Activities, Scholarly/Professional Activities, and plans for Scholarly/Professional Activities shall be included in the evaluation portfolio for written advisory comment from the DPC, department chair, and dean. A non-retention decision in PY1 and PY2 cannot be based on Scholarly/ Professional or Service Activities. PY1 and PY2 written advisory comments are intended for the faculty member's professional development and shall not be used as a basis for personnel decision making in PY1, PY2, or in future evaluation years.

b. Written notice that a probationary appointment will not be renewed will be given to an employee by the University President as follows:

(1) By not later than April 1 for employees in PY1 and PY2;

(2) By not later than January 15 for employees in PY3 and PY4;

(3) By not later than 12 months before expiration of the appointment for employees in PY5 and PY6 (tenure year).

c. In the event of failure to provide notice of non-renewal required by Article 20.8.b. above, the employee shall receive a probationary appointment for one academic year.

d. If an employee fails to submit an evaluation portfolio, that employee shall not be rehired in a tenure-track position. However, an employee may withdraw a portfolio at any stage of the evaluation process and shall be given the renewal notice required in Article 20.8.b. above.

e. Employees bringing prior years of experience (per Articles 20.9.e. and 20.10.g.) shall submit their Scholarly/Professional Activities record from that year or those years in PY3 or PY4, as appropriate.

20.9. **Procedures Unique to Promotion Decisions**

An employee shall be eligible for consideration for promotion if she/he meets the following requirements:

a. Degree or Educational Requirement

(1) All degrees must be awarded by and all graduate study completed at a regionally accredited institution, or equivalent from an international accrediting body.

(2) For promotion to the rank of Associate Professor, an employee must possess a terminal degree or an appropriate professional degree/credential or meet the educational requirement for tenure.

(3) For promotion to the rank of Professor, an employee must possess a terminal degree or an appropriate professional degree/credential or meet the educational requirement for tenure.

b. Time of Application

(1) Faculty shall apply for promotion to Associate Professor in the same year that she/he applies for tenure.

(2) An employee may apply for promotion to the rank of Professor in her/his fifth year of full-time service at the University at the rank of Associate Professor.

c. Promotion on the Basis of Exception

An employee who does not satisfy the degree requirements or educational requirements for promotion may apply on the basis of exceptional Teaching/Primary Duties or exceptional Scholarly/Professional Activities. Department Criteria will specify exceptional performance in each of the two areas. In addition to exceptional performance in the employee's chosen area, the employee will be expected to meet or exceed regular promotion requirements in each of the two other areas of responsibility.

d. The number of employees who hold a particular rank at the University shall not be grounds for denial of a promotion to an eligible employee who has otherwise satisfied evaluation criteria.

e. Applying Prior Years of Experience Toward Promotion

(1) An employee who has been employed full-time in a tenured or tenure-track position at a regionally accredited baccalaureate degree-granting institution of higher education (or equivalent from an international accrediting body) may elect to have counted toward promotion to Associate Professor one year or two consecutive years of full-time employment of the employee's choice if the year(s) of previous employment occurred within the five years immediately prior to one's initial appointment to a position at Western Illinois University. Faculty who count previous years of employment toward promotion may have their Scholarly/Professional Activities record during that same one year or two years considered as part of their performance.

(2) Employees should discuss their interest in applying prior years of experience toward promotion with their department chair prior to initiating the application process.

Promotion applicants who elect to count previous years of employment toward promotion may do so with the understanding that only the Scholarly/Professional Activities record is entered into the promotion and retention portfolios.

The Scholarly/Professional Activities record included in the promotion portfolio will be those activities that occurred during the specified period of time identified in the Academic Vice President's letter approving the faculty member's request to count previous years of employment toward promotion.

(3) An employee applying prior years of experience toward promotion must simultaneously apply those same prior years of experience toward retention and tenure.

(4) An employee who is eligible for applying prior year(s) of employment toward promotion must notify the Academic Vice President in writing by September 1 of the employee's second full year of employment.

f. A tenured/tenure-track employee may be granted, upon request, a one-year extension of the evaluation period for promotion as a consequence of exceptional circumstances. Exceptional circumstances may include, but are not limited to, disruption of research facilities, birth or adoption of a child, need to devote substantial time to the care of a seriously ill or injured person, significant personal illness or injury, or some other severe domestic issue. Such requests may be granted by the Academic Vice President in consultation with the dean and the department chair. Because the extension of the evaluation period is intended to address exceptional circumstances, such an extension shall not be granted merely because a faculty member has failed to meet the Department Criteria. Once the promotion application is submitted, it shall be evaluated on its own merit, in relation to the Department Criteria. No more than one extension of the probationary period shall be granted. The request must be made within one year after commencement of the exceptional circumstance, and prior to the submission date for the promotion application. The employee will be able to submit any work accomplished during the one-year extension period in any future retention, promotion, or tenure portfolio, or merit application.

g. An employee who has been hired in at the rank of Associate Professor and been granted tenure upon hire per the procedures in Article 20.10.d. or 20.10.e. may elect to have considered toward promotion to Full Professor any Scholarly/Professional Activities that occurred during their time of previous employment in the five years immediately prior to initial appointment to a position at Western Illinois University. There is an expectation that a reasonable level of Scholarly/Professional Activity will have been performed since being

employed at Western Illinois University in addition to activity performed in prior years.

Employees eligible to apply prior years of experience under this provision are also subject to the eligibility requirements under Article 20.9.a. (Degree or Educational Requirement) and Article 20.9.b. (Time of Application) before they can apply for promotion to Full Professor.

20.10. Procedures Unique to Tenure Decisions

a. Tenure is a status awarded by the Board of Trustees upon the positive recommendation of the University President following an extensive evaluation process. Tenure is a relationship of continuing commitment between the University and the employee, benefiting both.

b. Each tenured employee shall have continuous employment at the University unless such employee resigns, retires, is laid off pursuant to Article 24, or is terminated for adequate cause.

c. Tenure shall not be acquired automatically by length of service or prior promotion. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the University President. Tenure shall be in a department.

d. Tenure may be granted to a member of the bargaining unit described in Appendix A at either the time of initial appointment, or within one year following the date of initial appointment—if the person was tenured at her/his previous institution—following a positive recommendation by the department, the department chair, the dean, and the Academic Vice President, and upon recommendation of the University President and approval by the Board.

The process of acquiring the department's recommendation will be led by the DPC, upon notification by the department chair. The DPC will be responsible for communicating the issue of tenure upon initial appointment to the department, making the candidate's record available for review by department faculty, collecting and counting the votes, and communicating the vote's outcome to the department chair and the department faculty.

The department faculty recommendation will be determined by a majority vote. Those eligible to vote on the department's recommendation will be all Unit A faculty in the department in which a prospective candidate is applying for tenure upon initial appointment. The department faculty will be provided a reasonable period of time to review the candidate's record and to vote.

The department faculty, department chair, dean, Academic Vice President, and University President will base their recommendations upon the candidate's record of Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities. The candidate's record, in the form of a curriculum vita, will

be reviewed. A letter from the institution where tenure was previously granted will be part of the documentation to support acquiring tenure at Western Illinois University. The candidate for tenure may offer additional material for review, as desired.

e. Tenure may be granted to an individual not a member of the bargaining unit described in Appendix A, either upon initial appointment or subsequently, following a recommendation by the department, the department chair, the dean, and the Academic Vice President, and upon a positive recommendation of the University President and approval by the Board.

The process of acquiring the department's recommendation will be led by the DPC, upon notification by the department chair. The DPC will be responsible for communicating the issue of tenure upon initial appointment to the department, making the candidate's record available for review by department faculty, collecting and counting the votes, and communicating the vote's outcome to the department chair and the department faculty.

The department faculty recommendation will be determined by a majority vote. Those eligible to vote on the department's recommendation will be all Unit A faculty in the department in which a prospective candidate is applying for tenure upon initial appointment. The department faculty will be provided a reasonable period of time to review the candidate's record and to vote.

The department faculty, department chair, dean, Academic Vice President, and University President will base their recommendations upon the candidate's record of Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities.

If the candidate earned tenure at her/his previous institution, then the candidate's record, in the form of a curriculum vita, will be reviewed. A letter from the institution where tenure was previously granted will be part of the documentation to support acquiring tenure at Western Illinois University. The candidate for tenure may offer additional material for review, as desired.

If the candidate did not earn tenure at her/his previous institution, then the candidate's record, in the form of an evaluation portfolio containing evaluation materials required by the Department Criteria and organized according to the University guidelines, will be reviewed. The candidate for tenure may offer additional material for review, as desired.

f. An employee shall be eligible to apply for tenure if she/he holds at least the rank of Assistant Professor and meets the following requirements. An employee will be considered for promotion and tenure in the same year (unless hired as an Associate Professor):

(1) Degree or Educational Requirements

Faculty must meet the degree or educational requirements stipulated in their department's criteria. An employee who does not satisfy the degree or educational requirements for tenure may apply for consideration on the basis of exceptional Teaching/Primary Duties or exceptional Scholarly/ Professional Activities. Criteria for exceptionality in the above areas shall be stipulated in the Department Criteria. In addition to exceptional performance in the employee's chosen area, the employee will be expected to meet or exceed regular promotion requirements in each of the two other areas of responsibility.

(2) Time of Application

(a) An employee may not apply for tenure before her/his PY6. The employee shall apply for promotion to Associate Professor at the same time that she/he applies for tenure.

(b) All employees shall be placed in PY1 at the time of initial appointment.

g. Applying Prior Years of Experience Toward Tenure

(1) An employee who has been employed full-time in a tenured or tenure-track position at a regionally accredited baccalaureate degree-granting institution of higher education (or equivalent from an international accrediting body) may elect to have counted toward tenure one year or two consecutive years of full-time employment of the employee's choice if the year(s) of previous employment occurred within the five years immediately prior to one's initial appointment to a position at Western Illinois University. Faculty who count previous years of employment toward tenure may have their Scholarly/Professional Activities record during that same one year or two years considered as part of their performance. After successful completion of PY1, an employee may elect to be placed in a higher PY as follows:

Previous Years Experience Counted	**WIU Probationary Year**
1	3
2	4

(2) Tenure applicants who elect to count previous years of employment toward tenure may do so with the understanding that only the Scholarly/ Professional Activities record is entered into the tenure and retention portfolios.

The Scholarly/Professional Activities record included in the tenure portfolio will be those activities that occurred during the specified period of time identified in the Academic Vice President's letter approving the faculty member's request to count previous years of employment toward tenure.

The PY3 or PY4 retention portfolio for those who elect to be placed in a higher probationary year per this Article will be comprised of full documentation, as required by the new PY (PY3 or PY4), for all activities occurring in the first year of employment at Western Illinois University.

(3) An employee applying prior years of experience toward tenure must simultaneously apply those same prior years of experience toward retention and promotion to Associate Professor.

(4) An employee who is eligible for placement in a higher PY, and who elects to be placed in a higher PY, must notify the Academic Vice President in writing by September 1 of the employee's PY2.

h. In the event that an eligible employee does not submit her/his application for tenure in PY6, the employee shall receive a terminal contract for the next academic year. An employee may withdraw her/his tenure application at any time during the tenure evaluation process.

i. If an employee is not notified of a decision denying tenure by the University President on her/his tenure application by June 1 and by the Board after the next meeting following June 1, the employee shall be granted a probationary contract for the subsequent academic year but shall not thereby receive tenure. An eligible employee in her/his PY6 who is not awarded tenure by action of the Board shall receive a terminal contract for the subsequent academic year.

j. A tenure-track employee may be granted, upon request, a one-year extension of the evaluation period for tenure as a consequence of exceptional circumstances. Exceptional circumstances may include, but are not limited to, disruption of research facilities, birth or adoption of a child, need to devote substantial time to the care of a seriously ill or injured person, significant personal illness or injury, or other severe domestic issue. Such request may be granted by the Academic Vice President in consultation with the dean and the department chair. Because the extension of the evaluation period is intended to address exceptional circumstances, such an extension shall not be granted merely because a faculty member has failed to meet the Department Criteria. Once the tenure application is submitted, it shall be evaluated on its own merit, in relation to the Department Criteria. No more than one extension of the probationary period shall be granted. The request must be made within one year after commencement of the exceptional circumstance and prior to the submission date for the tenure application. The employee will be able to submit any work accomplished during the one-year extension period in any future retention, promotion, or tenure portfolio, or merit application.

20.11. **Requirements and Procedures with Regard to Student Evaluations**

a. Departments shall develop standardized procedures for administering student evaluations for all courses that are evaluated. Faculty being evaluated are not to be in the room at the time of the evaluation, and evaluations should be returned to the department office directly, or by mail by a disinterested party such as a proctor, or responsible student. Family members of faculty being evaluated cannot serve as proctors. If necessary, faculty may transport completed evaluations that have been placed in a sealed envelope by a proctor or responsible student with the seal signed by the proctor or student.

b. Faculty shall be evaluated on the basis of more than one measurement of teaching effectiveness. Numerical scores on student evaluations shall not be the sole determinant in retention, tenure, promotion, and five -year appraisal recommendations. Evaluators should not render negative personnel decisions based on one or a few low scores or one or a few classes, but, rather, evaluators should interpret numerical scores from student evaluations in terms of clear and consistent "patterns" that have developed over the appropriate evaluation period.

c. Faculty are not to receive the results of student evaluations until after grades have been submitted.

d. Faculty who question the accuracy of the transcription of student comments may request that the DPC chair and/or department chair review the original evaluations. Student evaluations are the property of the University. Faculty will be provided with a copy of evaluation scores and all transcribed comments.

e. Department Criteria will explain the role of student evaluations in personnel recommendations.

f. Faculty shall submit student evaluations from all courses taught except in the following cases: Evaluations for Summer Session and intersession courses are optional unless required by Department Criteria. Evaluations for Tutored Study classes are optional.

g. Online courses and other courses offered through Distance Education are to be evaluated based on guidelines provided in Department Criteria (see Article 20.16. below).

20.12. **Procedures Unique to Five-Year Appraisal for Tenured Employees**

a. Effective with the 2018-2019 academic year, there will be an appraisal every five years required of all tenured faculty not applying for promotion. The appraisal cycle will begin in an employee's fifth year after being awarded tenure. It will be repeated every fifth year after that, except as set forth in Article 20.12.d. below. The appraisal cycle resets with promotion to Professor if said promotion is delayed past the fifth year after tenure.

b. The purpose of this process is to identify areas of strength and weakness and to improve performance. The process is not to be construed as a review of either individual or collective tenure. The evaluation shall consist of the review of the following by the department chair:

(1) Student evaluations (see Article 20.11. above);

(2) Materials submitted by the employee in outline form to substantiate a reasonable level of performance in the areas of Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities; and

(3) Materials in the employee's personnel file.

c. Following review of the documents, the department chair shall write a brief evaluation statement and send it to the dean for review and to the Academic Vice President for inclusion in the employee's personnel file. A copy of the evaluation statement shall be sent to the employee, who may attach a written response to the evaluation statement for inclusion in the personnel file.

d. If there is documented evidence of a need for improvement, the department chair shall meet with the faculty member in order to identify strengths and weaknesses and, if necessary, to develop an appropriate Professional Improvement Plan. After this meeting, the department chair may write such a plan and shall allow a reasonable period of time for its completion. The faculty member has a professional obligation to participate in the development and implementation of such a Professional Improvement Plan. One year after the employee receives the Professional Improvement Plan, the employee will be evaluated again. If a faculty member successfully completes her/his Professional Improvement Plan, then a new appraisal cycle will begin immediately after that evaluation.

e. If, during the five-year cycle, a department chair or dean has documented evidence that there is a problem with a faculty member's performance, the department chair will discuss the situation with the faculty member and, if necessary, develop with the employee's input an appropriate Professional Improvement Plan.

f. If a faculty member fails to participate in the development and implementation of a Professional Improvement Plan, a sanction may be initiated (see Article 21.5.c.).

20.13. **Procedures Unique to Merit System**

a. There will be a pilot program from FY19 to FY 22 (Fall 2018-Spring 2022) of merit increases in lieu of minima increases for Professor+5, Professor+10, and Professor+15 reflected in a separate Memorandum of Understanding.

b. Effective with increases to effect with the 2018-2019 academic year, the parties have agreed to a merit system, an organizational reward system designed to offer a monetary incentive for performance by full Professors+5, Professor+10 and Professor+15 (who will no longer be subject to minima increases) across the three areas of responsibility: Teaching/Primary Duties; Scholarly/ Professional Activities; and Service Activities.

The mechanism for obtaining a monetary reward is an objectively based activity system. Each eligible activity performed by a faculty member will accumulate across the 5 year evaluation cycle that will be the same as the appraisal.

c. Only faculty in the rank of Professor+5, Professor+10 and Professor+15 are eligible for merit increases.

Applicants may receive a rating of "Satisfactory" or "Outstanding" in each the following areas: Teaching/Primary Duties; Scholarly/Professional Activities; and Service and not be on a Performance Improvement Plan in order to be eligible for a merit increase. The merit increase system is set forth in Article 29. There is no limit on the number of merit increases that can be awarded in any year. A faculty member's activities continue to accumulate from one year to the next during the five-year evaluation cycle. After the evaluation cycle, the faculty member's activities would be set back to zero, and the process toward earning a merit adjustment for eligible employees would begin again.

d. Earning a merit increase will result in a percentage increase going toward the faculty member's base salary (see Article 29).

e. Except as otherwise provided by the terms of the MOU, to be considered for a merit increase, merit forms must be submitted by September 15 of the year of application for a merit increase. Activities applied to the merit adjustment will include activities from the ten (10) semesters prior to the submission of the Merit Form. Merit Forms will be distributed to faculty by November 15, 2018 for use in recording activities for the merit evaluation cycle.

An individual faculty member may choose not to participate in the Merit System in any given 5 year evaluation cycle. If a faculty member chooses not to submit a Merit Form in a particular cycle, the faculty member will not be assigned a merit rating and the activities may not be used in future cycles. If the faculty member chooses to participate, however, it is the faculty member's responsibility to fill out a Merit Form by the designated due date annually listing her/his eligible activities, and then the chair of the DPC, the department chair, and dean will each have an opportunity to view the Merit Form submission and to sign off. Each examiner's signature indicates that the activity was indeed performed and, at the very least, the faculty member's participation met reasonable expectations for any individual performing the task. The minimal documentation required to be submitted with the Merit Form for universal activities shall be the same across Departments. However, Departments may

determine what minimal documentation, if any, should be submitted for supplemental equivalencies

f. If new information becomes available regarding an activity that has been validated during an annual review, or the 5th year of the merit evaluation, that would cause evaluators to render a negative decision regarding that activity if it were submitted again in a different year (e.g., a journal in which an applicant has published is determined later to be predatory), the evaluators have the right to reject a future submission of that activity. In such a case, the evaluators must inform, in writing, both the applicant and the UPI Chapter President as to the reason for this new assessment decision. The initial validation cannot be re-reviewed or rescinded.

g. In the 5th year, each examiner's signature indicates that the activity was indeed performed and, at the very least, the faculty member's participation met reasonable expectations for any individual performing the task. In addition, it verifies the total activities completed during the cycle, the rating, and the percentage increase earned. If the three examiners are in concurrence about the accuracy of the Merit Form contents, then the "activities" are awarded to the faculty member. Any examiner may request further materials, explanation, or documentation of an activity listed on the Merit Form. If there is disagreement between the DPC chair and department chair, an appeal will go to the dean and the CPC chair for resolution. Any faculty member who disagrees with examiners' alteration(s) on his/her Merit Form will be allowed to submit an appeal to the Academic Vice President, who will make the final determination in those disputed cases. The Academic Vice President must notify both the member and UPI Chapter President of the basis for the decision. If a faculty member wishes to submit such an appeal, then the faculty member should proceed as follows:

(1) Send a written letter to the Academic Vice President, specifying the item(s) in dispute and the faculty member's justification. The faculty member will have at least one week to write the letter of appeal;

(2) In the appeal letter, the faculty member has the option of directly asking any examiner for an explanation of the basis for his/her alteration of the Merit Form. If asked, an explanation shall be provided;

(3) If a faculty member wishes a written response from an examiner, then the faculty member should send a written request by the date specified in the retention/tenure/promotion/merit calendar. Examiners receiving written requests are expected to respond to the faculty member by the date specified by the calendar;

h. Because faculty receive a separate contract during the Summer Session, courses taught during the summer for which an employee receives ACEs or pay will not count toward merit. Work done in the Scholarly/Professional Activities and Service Activities areas may count toward a merit adjustment.

i. Professors applying for merit five years or more after promotion, must meet the tenure requirements for Teaching/Primary Duties to be eligible for a merit increase. If an otherwise eligible Professor has been assigned, or is in the process of completing a Professional Improvement Plan to address identified weaknesses in Teaching/Primary Duties as established under procedures in Article 20.12.d. or 20.12.e, the Professor is not eligible for a merit increase. Once the Professor has successfully completed a Professional Improvement Plan, per procedures in 20.12.d., then she/he is eligible to be awarded a merit increase if he/she is otherwise eligible. The determination about a Professor's Teaching/Primary Duties performance level, relative to tenure requirements, is necessary only in the 5th year of the 5 year evaluation cycle. The determination process for merit increases is not to be construed as a review of either the individual or collective tenure.

20.14. **Implementation of the Merit Increase**

a. The University and Union have developed a merit system that includes activities to be counted as activities for merit evaluation purposes. It includes a list of activities that all departments shall include in their department Merit Form document, the timetable, how activities are to be assigned and how to develop departmental equivalencies. Departments may identify equivalencies to supplement the Merit Form developed by the University and UPI, but may not otherwise modify the Merit Form.

b. Each activity identified on the Merit Form document must fulfill the following criteria in order to be functional for merit purposes:

(1) The activity, as defined, must lend itself to a dichotomous system (i.e., the activity was accomplished and is to be counted as an activity OR the activity was not accomplished and is not to be counted);

(2) The activity, as defined, must lend itself to an objective scoring system (i.e., it cannot be open to subjective judgment); and

(3) To the degree possible, every activity should fall well within the faculty member's realm of personal control (i.e., the activities should represent opportunities that are available to every individual).

c. The department chair in collaboration with the DPC chair and the department faculty shall, after designating equivalent activities in Teaching/Primary Duties, Scholarly/ Professional Activities, and Service Activities, which may be counted toward merit, supplement the Department Merit Form document. A minimum of one departmental meeting will be devoted to seeking input from faculty and to the development of the Department Merit Form document. Minutes will be taken at this meeting. All Unit A faculty members of the department/unit will be given the opportunity to vote to recommend approving or disapproving the final document. Upon completion, the department chair and the DPC chair will forward the proposal, the results of the vote, and a sum-

mary of the faculty comments to the appropriate dean and CPC. After reviewing the proposed document, the faculty vote, and the faculty comments, the dean and CPC will forward the department chair's and DPC chair's recommendations, the faculty vote, and the faculty's comments, together with the dean's and CPC's recommendations, to the Academic Vice President. The dean's and CPC's recommendations will simultaneously be copied to the department chair and chair of the DPC. Final approval rests with the Academic Vice President after discussion with the appropriate deans and with the Union Chapter President. Approved copies will be sent to deans, department chairs, faculty, and the Union Chapter President.

d. The University Merit Form document shall remain in effect for the duration of the Memorandum of Understanding governing the Merit System, subject only to approved equivalencies from the departments and any changes mutually agreed upon by the parties.

20.15. **Procedures Unique to Distance Education Courses**

a. For the purpose of evaluating a faculty member's CODEC, web-based, or satellite-broadcast teaching, on-campus and off-campus sections of the same class will be evaluated by taking into account the different methods of delivery. The intent is that inherent instructional differences between Distance Education and regular classes should be taken into account in a faculty member's evaluation.

b. Any department offering Distance Education courses shall:

(1) establish appropriate criteria for the evaluation of Distance Education teaching;

(2) identify alternative evaluation methods of Distance Education teaching (such as separate forms for Distance Education classes or for evaluating of the technology) consistent with the category used.

c. The following items may be taken into account in developing the Department Criteria/methods for evaluating the teaching of Distance Education courses:

(1) Type of Distance Education;

(2) Number of remote sites for CODEC and satellite broadcast, and number of students at each site;

(3) Types and reliability of support to students at remote sites;

(4) Frequency of technical "downtime"; and/or

(5) Faculty member's prior experience with this type of Distance Education teaching or offering of this course at a distance.

20.16. **Multi-Department Assignments**

a. Multi-department assignments shall take place only upon initial hire or when program needs require such assignments and when the employee is qualified for the assignment and has been consulted about that assignment.

b. No employee shall be evaluated for retention, promotion, tenure, five-year appraisal, or merit by more than one department, specified at the time of appointment or transfer.

c. An employee with duties assigned outside the evaluating department shall submit evaluation materials relevant to those duties; these materials may include documentation of Scholarly/Professional Activities or Service Activities. Such material will be considered commensurate with the employee's assignment outside the evaluating department.

d. Evaluators will use the approved Department Criteria of the evaluating department to evaluate assignments outside of the department.

ARTICLE 21
SANCTIONS
UNIT A

21.1. Sanctions may be imposed for violations of employment obligations or professional ethics as specified in Board or University policy, rules, and regulations or in this Agreement.

The University subscribes to the principles of progressive discipline, although there may be instances when summary action is justified (see Article 21.7. below).

21.2. When a sanction is being considered, a letter stating the problem (with any documentation), identifying possible sanctions, and providing notification that a formal meeting will be held shall be sent by the department chair to the employee with copies sent to the dean, Academic Vice President, and Union Chapter President.

21.3. At the time of the formal meeting, the employee may choose to waive her/his right to have a Union Representative present. If the matter is resolved at this meeting, or at subsequent meetings agreed upon by both parties, the employee and the Union Chapter President shall be provided written notice of the nature of the resolution.

21.4. If the matter is not resolved at the formal meeting (in Article 21.3. above), the Academic Vice President shall send the employee written notice of the sanction as provided for in Articles 21.5. or 21.6. herein, with reasons, by certified mail, with a copy placed in the employee's personnel file.

21.5. Sanctions that may be imposed without a formal hearing include the following:

a. A letter of reprimand, which may be issued by the appropriate administrator. The employee may attach a statement in response to the letter of reprimand. This documentation shall be placed in the employee's personnel file;

b. Suspension up to two days, or a penalty equivalent to no more than two days' pay, imposed by the Academic Vice President. Documentation of this action shall be placed in the employee's personnel file;

c. Ineligibility for annual salary increases if a faculty member fails to participate in the development and implementation of a Professional Improvement Plan under Article 20.12.f.

21.6. Sanctions for which an employee is entitled to a formal hearing include:

a. suspension for more than two days; or

b. a penalty equivalent to more than two days' pay.

21.7. When, in the judgment of the University President, the presence of an employee presents a threat to the health or safety of the employee or other members of the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University or its members, the University President, or designee, may suspend the employee pending the sanctioning process. Such suspension shall be with pay. The University President, or designee, may also direct that the member be removed and barred from University property.

21.8. Within two calendar weeks of the certified mail notification of a proposed sanction under Article 21.6., the employee has the right to request a hearing before a faculty panel. If no hearing is requested, any sanction shall be imposed by the University President.

21.9. **Formal Hearing**

a. If a sanction hearing panel is requested, the panel will then be selected by the University President and the Union Chapter President, or their designees, who will draw by lottery five names from a pool of tenured Full Professors employed at WIU for at least five years.

(1) This pool will consist of two faculty from each department (including the Library) who are elected by their department colleagues no later than October 1. Names will remain in the pool for two full years.

(2) The five names will include no more than two representatives from each college.

(3) The University President and the Union Chapter President will each have the right to veto five names.

b. The panel members will serve for the duration of the sanction hearing.

c. Every effort shall be made to adjust the schedule for hearings to accommodate the assignments of the faculty on the panel. When not under contract, faculty may be given compensation.

21.10. The hearing will be held within 30 days of the employee's request for a hearing. The hearing shall be attended by the Academic Vice President or designee, the appropriate administrator, the employee, a Union Representative, and legal counsel, if requested.

21.11. The panel shall review the reasons for the proposed sanction and any related documentation. The panel may request any additional information or witnesses deemed necessary. The burden of proof, at a standard of clear and convincing evidence, that a sanction is appropriate and warranted rests with the University.

21.12. The panel will submit its recommendation to the employee and to the University President within 10 working days of the last day of the hearing. The recommendation shall be based on the evidence presented at the hearing.

21.13. The University President shall submit her/his decision to the employee within 10 working days of receiving the panel's recommendation.

21.14. A record of any sanction imposed on an employee shall be placed in the employee's personnel file. The employee has the right to respond in writing to the written record of the sanction and also to have that response placed in her/his personnel file.

21.15. Records of previous disciplinary actions involving conduct of the same or similar nature may be used by the panel or University President in determining the appropriate sanction.

ARTICLE 22
TERMINATION
UNIT A

22.1. Termination of a tenured employee at any time or of a probationary employee before the end of the specified term may be effected for adequate cause, including violation of employment obligations or professional ethics as specified in Board or University policy, rules, and regulations, or in this Agreement. Termination is effected only by action of the Board of Trustees upon recommendation of the University President.

22.2. Before an employee is served a notice of intent to seek termination, reasonable attempts shall be made to resolve the matter informally. The University President or designee shall, when practicable, hold at least one meeting with the employee to discuss possible remedial actions by the employee, or to discuss settlement of the matter. This meeting will follow consultation with the appropriate administrators. The Union Chapter President shall be informed of this meeting, and a Union Representative shall, with the consent of the employee, be present at the meeting. The employee shall receive prior written notice of the purpose of the meeting, including identification of the topic(s) to be discussed. Additional meetings may be held until either the employee or the University President, or designee, notifies the other in writing of her/his belief that further meetings will not be productive.

22.3. Within 10 days of notification by either the employee or the University President that further informal meetings will not be productive, the University President shall provide the employee written notification of one of the following:

a. No further action will be taken, and all references to the matter will be removed from the employee's personnel file;

b. No further action will be taken but documentation pertaining to the matter will be left in the employee's personnel file;

c. A lesser sanction has been deemed appropriate, in which case a sanction hearing panel will be convened, if applicable and requested within two calendar weeks;

d. Specific remedial actions are to be taken by the employee, the date by which these actions are to be taken, and the method for evaluating the success of the remedial actions;

e. The terms on which the matter is to be settled; or

f. Notice of intent to seek termination.

22.4. Notice of intent to seek termination shall include a statement of reasons.

22.5. Within 20 working days of receiving notification of intent to terminate, the employee has the right to request a formal hearing before a panel of five tenured Full Professors.

a. The panel will be selected by the University President and the Union Chapter President or their designees, who will draw by lottery five names from a pool of tenured Full Professors who have been employed at WIU for at least five years.

(1) The pool will consist of two faculty from each department (including the Library) who are elected by their department colleagues to a 2 year term on Sanctions/Termination Pool with election by October 1 of any year. Names will remain in the pool for two full years.

(2) The five names will include no more than two representatives from each college.

(3) The University President and the Union Chapter President will each have the right to veto five names.

b. Every effort shall be made to adjust the schedule for hearings to accommodate the assignments of the faculty on the panel. When not under contract, faculty serving on the panel may be given compensation.

22.6. A hearing must be held within 90 days of the employee's request for a hearing. The hearing shall be attended by the Academic Vice President or designee, the appropriate administrator(s), the employee, a Union Representative, and legal counsel, if requested. If legal counsel is present at the request of the University, the expense will be paid by the University; if legal counsel is present at the request of the employee, the expense will be paid by the employee. Notice of this hearing shall be given to the employee and the Union. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses. The burden of proof that there is adequate cause for termination rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The University shall employ a certified court reporter to provide an official record of the hearing, a copy of which will be provided to the employee.

22.7. The panel shall review the reasons for the proposed termination and any related documentation. The panel may request any additional information or witnesses they deem necessary.

22.8. The panel will submit its recommendation to the employee and to the University President within 15 working days of the last day of the hearing. The panel may determine that there is, or is not, adequate cause for termination; if a sanction less than termination is found appropriate, the panel may make such recommendation (see Article 21). All recommendations shall be supported with reasons based on the evidence presented at the hearing.

22.9. The University President shall submit her/his recommendation to the employee by certified mail within 30 calendar days of receiving the panel's recommendation. The University President's recommendation, along with that of the panel, shall be delivered to the Board for final action.

22.10. The Board shall be provided copies of all official notifications, recommendations, and accompanying documentation.

22.11. The Board will notify the employee of its decision within 60 days of receipt of the University President's recommendation.

22.12. An employee served with notice of termination may be suspended with compensation or reassigned by the University President if she/he is of the opinion that the employee's presence in her/his appointed position constitutes a threat of health, safety, or bodily harm or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University members individually or collectively, or harm to property. The University President, or designee, may also direct that the employee be removed and barred from University property. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to her/ his appointed position.

22.13. Records of previous disciplinary actions involving conduct of the same or similar nature may be used by the panel or University President.

ARTICLE 23
DEPARTMENT/SCHOOL REORGANIZATION
UNIT A

23.1. **Notification of Intent to Reorganize**

When plans are undertaken to reorganize a department or unit, all affected employees shall be notified of such plans and given an opportunity to respond prior to the reorganization.

23.2. An employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion and/or merit, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 27 shall not be affected by a reorganization which results in the employee's transfer within the University.

23.3. An employee who has been transferred to a different department as a result of reorganization and who has applied for tenure in the new department shall be subject to the educational requirements for tenure of her/his former department if such requirements are less stringent than those of the new department.

23.4. During the first academic year of operation of a department created as a result of a reorganization, an employee will be evaluated for retention, promotion, or tenure in accordance with the Department Criteria of her/his former department, unless the timing of the reorganization is such that a statement of Department Criteria for the new department can be adopted and implemented pursuant to Article 20.

23.5. By the designated agreed timeline of the first academic year of operation of a department created as a result of reorganization, a department Summer Session rotation plan shall be submitted to the Academic Vice President for approval.

23.6. By the end of the first academic year of operation of a department created as a result of reorganization, the Department Workload Equivalents (DWE) document shall be submitted to the Academic Vice President for approval following procedures outlined in Article 18.2.c.(1).

23.7. By the end of the first academic year of operation of a department created as a result of reorganization, the Merit Form document supplemented with equivalencies shall be submitted to the Academic Vice President for approval. This document may include activities that have not already been approved in the documents of the reorganized units only if said activities resulted from the creation of the new department/unit.

ARTICLE 24
STAFF REDUCTION PROCEDURES
UNIT A

24.1. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.

24.2. If the Board decides it is necessary to lay off employees, according to this Article, the factors which will be considered are length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences. The layoff of employees shall be in the order listed below:

a. Temporary full and part-time faculty

b. Associate Faculty

c. Full-time employees on probationary appointment (without tenure)

d. Tenured employees

24.3. No tenured employee shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

24.4. The University shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 25, or retraining pursuant to Article 27.3.

24.5. A laid-off employee who accepts such other bargaining unit employment shall, with Board approval, retain accumulated rights or benefits.

24.6. An employee with a probationary appointment shall be given the same notice in the event of the layoff as would be given in the event of non-renewal of her/his appointment. As specified in 20.8.b., a tenured employee who has received notice of layoff shall be employed for at least one additional academic year. In cases of extreme and immediate financial exigency, notice requirements will not apply and layoffs may be effective immediately.

24.7. a. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the Academic Vice President to establish (1) the description of the employee's position at the time she/he was given notice of layoff, and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience.

b. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered reemployment; it shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this Article should be sent by certified mail and must be accepted within 30 calendar days, such acceptance to take effect no later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the University shall have no further obligation to the employee.

c. During the three-year period specified in Article 24.7.b. above, notice of bargaining unit employment opportunities at the University for which the employee is qualified shall be sent to the employee at her/his last known address. If the employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the employee fails to apply for the opportunity within 15 days from the date the notice is sent to the employee, or if the employee is not offered reemployment, her/his name shall remain on the layoff list for the remainder of the period specified in Article 24.7.b. above.

d. An employee who held a tenured position on the date of layoff shall resume tenure if the position is reinstated and an offer of reemployment in that position is accepted. An employee who has been laid off and who accepts reemployment in a bargaining unit position at the University shall, upon reemployment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect nondiscretionary increases to which the employee would have been entitled if not laid off.

24.8. An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

ARTICLE 25
TRANSFER
UNIT A

25.1. The University may transfer an employee from one department/unit to another within Unit A as a result of reorganization or program need. At least 45 days prior to such transfer, the employee and the Union Chapter President shall be notified in writing of the intent to transfer. When transfer occurs within Unit A, an employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, and eligibility for the compensable fringe benefits specified in Article 27 shall not be affected by transfer.

25.2. An employee may, through her/his department chair, dean, and Academic Vice President, submit a request to the University President for transfer within Unit A or from Unit A to Unit B. Within 90 days of submission of her/his request to the department chair, the employee shall receive notification in writing from the University President of her/his decision. If the University President grants the request, the employee shall be transferred. When transfer occurs within Unit A, an employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, and eligibility for the compensable fringe benefits specified in Article 27 shall not be affected by transfer.

A tenured employee who, as a result of her/his request, is transferred from Unit A to Unit B shall retain her/his tenure appointment only if retention of tenure is recommended by the University President. The employee shall maintain accrued fringe benefits and years of service.

25.3. With the consent of the employee, the University may reassign an employee from Unit A to a position outside the bargaining units (Unit A and Unit B). A tenured employee who is reassigned pursuant to this Article shall retain her/his tenure in the department/unit in which that employee's appointment is formally located. If the employee is subsequently reassigned to a bargaining unit position in the department in which her/his appointment is formally located, the employee's salary shall be no less than it would have been as a result of negotiated increases if the employee had remained in the bargaining unit (see Article 1.3.).

25.4. In the event that a transfer is anticipated, the probable receiving department(s) and dean shall be notified by the University President and asked to determine department program needs and the qualifications necessary for any employee to transfer into the department. The University President shall also invite written comments from faculty of the receiving department in sufficient time to allow faculty responses prior to the transfer determination. The department shall be notified in writing of the University President's final decision. The Union Chapter President shall be kept informed throughout the process.

25.5. The University may transfer an employee from one WIU campus to another. Faculty whose transfer is initiated by the University shall receive advance notice of one complete academic year of the intent to transfer. Any employee whose transfer increases her/his one-way commute from home by 50 or more miles shall be eligible for relocation expenses consistent with existing University policy. This does not apply to faculty on temporary assignment. Faculty affiliated with academic programs that are moved from one campus to another may seek transfer under Article 25.

ARTICLE 26
ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE
UNIT A

26.1. When the University is considering eliminating academic programs that would result in the layoff of an employee, it will constitute an Academic Program Elimination Review (APER) Committee composed of and elected by employees in the bargaining unit. The sole purpose of the APER Committee shall be to provide recommendations to the Academic Vice President concerning academic programs being considered for elimination which would result in the layoff of an employee. The Union Chapter President will be notified of the intent to form this committee.

26.2. The APER Committee shall:

a. be composed of no more than five employees;

b. have representation from each college and the Library;

c. have a term of appointment appropriate for the anticipated workload; and

d. be elected in an election conducted by the Faculty Senate.

26.3. a. The APER Committee shall receive information on any program being considered for elimination which would result in the layoff of an employee. The information shall include:

(1) data on enrollment, majors, and course offerings; and

(2) data on program costs.

b. The APER Committee may request additional relevant information from the Academic Vice President.

26.4. In the process of developing its recommendations, the APER Committee shall review program costs and enrollment history, contributions of the program to the general education requirements, interdisciplinary and service functions, graduation requirements, the University curriculum, and contributions of the program to the mission and goals of the University.

26.5. Any recommendation to the Board for program elimination which would result in the layoff of an employee under Article 26.1. shall include the recommendation of the APER Committee.

26.6. Any Board decision concerning the elimination of any academic program which would result in the layoff of an employee(s) shall be communicated to the employee(s) in the affected unit.

ARTICLE 27
COMPENSABLE FRINGE BENEFITS
UNIT A

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

employee and costs for optional coverage are the sole responsibility of the employee. This Article is subject to renegotiation pursuant to the provisions of Article 15.1.

27.2. **Sabbatical Leave**

a. Purpose

Because of its commitment to provide excellence in education, the Board recognizes the need for granting sabbatical leaves to faculty members for the purpose of encouraging scholarly and professional development for the mutual benefit of the University and the employee.

A sabbatical leave may be used for the purpose of acquiring new professional skills and updating existing professional skills as well as for research, in accordance with the purpose stated above.

b. Eligibility

A sabbatical leave is granted at the discretion of the University President. A tenured employee is eligible to apply for a sabbatical leave from the University only after completing at least five years of full-time service in the bargaining unit at the University. A sabbatical leave shall not be awarded to the same employee more than once every seven academic years, and sabbatical leave time shall not be cumulative.

c. Quota

The quota shall be one sabbatical leave for each 17 employees, or major fraction thereof.

d. Sabbatical Leave Proposal

The sabbatical leave proposal shall include (1) a summary of the project; (2) a plan of activity; (3) a current vita and/or evidence of background/preparation in topic area, if appropriate; (4) expected result or outcome of project (e.g., publication, recital, art show, etc.); and (5) a report from previous sabbatical, if appropriate.

e. Procedures

Sabbatical leave proposals shall be reviewed and processed according to established procedures. The department chair, dean, UPC, and Academic Vice President shall each recommend/not recommend to the University President based on the information supplied in Article 27.2.d. The University President may deny a request for sabbatical leave because the sabbatical proposal is academically unacceptable. In the event that such a denial is made, upon request made within 10 working days after receipt of such denial, the University

President shall provide a written explanation for the denial to the employee who submitted the proposal.

f. A deadline of April 1 each year is established after which if any employee withdraws her/his application, the sabbatical will be eliminated for that year and not reassigned to another applicant.

g. Priority

If the number of academically acceptable sabbatical leave proposals exceeds the number of available sabbatical leaves at the University, priority of award shall be determined on the basis of years of full-time service at the University or years of full-time service since the last sabbatical. If an employee has never had a sabbatical from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had a sabbatical from the University, that employee's priority shall be determined on the basis of the numbers of years of full-time service since the employee's last sabbatical. "Full-time service" is defined as 100% appointment for a full academic year. It excludes time of service under temporary contracts, leaves of absence without pay, and time not in the bargaining unit.

If for sabbatical quota reasons it becomes necessary to select part of a group having the same years of full-time service, the highest academic rank will be given precedence. If further selection must be made, sabbatical leaves will be offered to those persons in the academic rank who hold the terminal degree. If ties still exist, the criterion will be academic years of full-time service in rank. If ties still exist, the criterion will be in social security number closest to 000-00-0000, counting from 000-00-0000 upward.

h. Program Need

A sabbatical may be deferred to a later date if necessitated by program need. Notice of deferral must be given upon notification of receipt of the sabbatical. The person deferred will begin accruing years of service toward eligibility toward the next sabbatical with the year following the initial granting of the sabbatical.

i. Term

(1) The term of sabbatical leave shall be either one semester at full pay or two semesters at half pay. Each academic year, 75% of the total sabbatical leaves available for award shall be available for award for one semester at full pay.

(2) If an academic employee receives a grant in connection with a sabbatical leave, the duration of the sabbatical may be adjusted by the University to coincide with the provisions of the grant.

j. Conditions

(1) Each employee who is granted a sabbatical leave shall agree to serve at the University for at least one academic year after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave. This judgment note will be cancelled at the end of the required year of service or upon the permanent disability or death of the employee. In the event that the employee serves a portion of an academic year, then she/he shall be charged a prorated amount of the judgment note.

(2) Each employee in her/his sabbatical proposal shall inform the University of other salaries, grants, fellowships, or financial support for which the employee has applied or does receive. If notice of support is received after the proposal is submitted, the employee shall notify the appropriate vice president.

(3) Any change in the sabbatical which significantly modifies the original proposal must be reported to the appropriate department chair, dean, and appropriate vice president for approval before the sabbatical is undertaken.

k. Report of Sabbatical Leave

By the end of the first semester following return to the University from sabbatical leave, the employee shall file a written account of sabbatical activities and accomplishments as related to the goals and objectives stated in the sabbatical proposal with the department chair, dean, and appropriate vice president. The report shall include: (1) a summary of the project/work accomplished; (2) progress toward and/or completed outcomes as stated in the proposal (e.g., publication, recital, art show, etc.); (3) an updated vita, including works-in-progress; and (4) a discussion of future benefit resulting from the sabbatical. The Academic Vice President shall mark the report complete/incomplete. The faculty member will have an opportunity to rewrite an incomplete report and resubmit it within 30 days. A report that remains incomplete may result in the individual not being eligible for future sabbaticals. All sabbatical reports shall be placed in employees' personnel files and in the University Archives.

l. Miscellaneous

Time spent by an employee on a sabbatical leave will be credited for the purpose of determining eligibility for promotion.

27.3. **Retraining Leave**

a. The University President, at her/his discretion, may grant a retraining leave to an eligible employee for the purpose of acquiring new skills for the benefit of the University.

b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave.

Applications submitted pursuant to Article 24, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.

c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President after recommendation by the department chair, dean, and appropriate vice president. Compensation for retraining leaves shall be at no less than half pay.

d. Each employee who is granted a retraining leave shall agree to serve the University for at least three academic years after the completion of the leave and shall give a judgment note to the Board of Trustees for the amount of the retraining leave. This judgment note is to be cancelled at the end of the required period of service or upon the permanent disability or death of the employee, or if the employee is non-retained or is not granted tenure.

e. Upon completion of a retraining leave, an employee shall file a written account of retraining activities and accomplishments with the appropriate vice president. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 25, Transfer.

f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave, unless the time on leave is being credited toward tenure in accordance with Article 27.3.g. below.

g. Time spent by an employee on a retraining leave will be credited for the purpose of determining eligibility for tenure, promotion, or sabbatical upon approval of the University President. At the time of application, an employee must indicate in writing to the University President whether the employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure, promotion, or sabbatical. Upon request, the University President will provide a written explanation within 10 working days to an employee whose request to credit the time spent on a retraining leave for the purpose of determining eligibility for tenure, promotion, or sabbatical has been denied.

27.4. **Parental Leave**

a. Effective FY19, a tenured/tenure-track employee may take up to six consecutive weeks of parental leave at full pay commencing with the birth or adoption of her/his child (these days will not be deducted from sick leave). In the case of

adoption, parental leave begins with the date the parent takes possession of the child.

b. An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993 (FMLA). Parental leave taken will automatically be counted toward the 12 weeks allowed under the FMLA for eligible employees. Should an employee be eligible for FMLA leave for the birth or adoption of her/his child, earned personal days, vacation, or sick leave may be substituted for unpaid FMLA leave. If both parents work for the University and FMLA is invoked, the combined total for both parents through the FMLA is 12 weeks. Employees are encouraged to review the entire FMLA for other benefits that may apply to them.

c. Each employee who is granted a Parental Leave shall agree to serve at the University for one year after the completion of the Parental Leave and shall give a judgment note to the University for the amount of the Parental Leave. This judgment note will be cancelled at the end of the required year of service or upon the permanent disability, severe illness that requires an employment leave, death of the employee, cessation of employment due to an administrative decision, or in the event of a permanent disability or severe illness of the child that necessitates the employee to discontinue or take leave of his/her employment. In the event that the employee serves a portion of an academic year, then she/he shall be charged a prorated amount of the judgment note.

d. Upon a positive recommendation from an employee's department chair and dean, she/he may negotiate with the Academic Vice President workload and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to two semesters after, or consistent with, 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 "full" semester increments. If an employee is granted less than 100% employment after, or consistent with, the birth of a child, six weeks of that employment shall be compensated at full salary (consistent with Article 27.4.a. above). The retention, tenure, promotion, sabbatical, and merit clock shall stop while the employee is on this less than full-time status unless the employee requests and is granted approval from the Academic Vice President to include the evaluation year. A request to count the evaluation year must be submitted by the end of the fourth week after her/his return to full-time employment.

27.5. **Annual Leave**

a. Any tenured/tenure-track employee who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full-pay status. No other employee in Unit A shall earn or receive annual leave.

An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48

days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment.

Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the employee's department chair at least 30 days in advance of the date on which the employee wishes to begin leave.

c. A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate vice president and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

d. Deductions of annual leave shall not be made for any Board-approved holiday or when the University is closed to the public. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with Article 18.15.

27.6. **Military Leave**

a. A tenured/tenure-track 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, while under contract, including:

(1) basic training;

(2) special or advanced training, whether or not within the State, and whether or not voluntary; and/or

(3) annual training.

b. During leaves for annual training, the employee, while under contract, shall continue to receive her/his regular compensation. During leaves for basic training, and up to 60 calendar days of special or advanced training, if such employ-

ee's compensation for military activities is less than her/his compensation as an employee, she/he shall receive her/his regular compensation as an employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Articles 27.6.a. and 27.6.b.

27.7. **Sick Leave**

a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to 20 days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, domestic partner, or child. Upon approval of the appropriate vice president, an employee may use additional accrued sick leave for such absences. In the case of an employee where a grandparent, parent (including in-laws), spouse, domestic partner, or child or, with approval, a brother/sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. The leave does not need to be continuous, but the employee must provide advance notice to the employee's immediate supervisor, when possible.

b. (1) An employee who has accrued sick leave at the University shall be credited with such accrual as of the effective date of this Agreement. If the accrual exceeds 360 work days, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 360 work days specified in Article 27.7.b.(2) below.

(2) An employee may accrue sick leave during the terms of employment at the University up to a maximum of 360 work days. An employee who has accrued cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.75 days per month, provided that the sick leave balance of such employee remains

at the maximum by the deduction of no more than 1.75 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.

c. During the first three years of employment at the University, an employee shall earn sick leave at the rate of 20 work days per academic year or 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, whichever is greater. Thereafter, the employee shall earn sick leave at the rate of 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, irrespective of the term of the employee's contract. During the first three years of employment, sick leave will be credited to employees at the beginning of each academic year. Thereafter, sick leave shall be earned on a monthly basis.

d. Sick leave must be taken in units of no less than one-half day. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed in consultation with the Union Chapter President and provided to each employee. An employee on sick leave will remain in that status until the employee informs the University that she/he is able to return to work.

e. Sick leave may be used only during the term of an employee's period of appointment.

f. Deductions of sick leave shall not be made during any Board-approved holiday nor shall deductions be made when University classes are not in session, unless the employee is assigned teaching responsibilities during such time period. No more than five days of sick leave shall be deducted in any one calendar week, unless the employee is scheduled for more than five days.

g. Lump Sum Payment

(1) Upon cessation of employment for at least 30 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, through December 31, 1997.

(2) The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 27.7.b.(2) minus any days, fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 27.7.b.(2) after December 31, 1983. Accrued sick leave days shall be used in the fol-

lowing order: pre-January 1, 1984; post-December 31, 1997; January 1, 1984, through December 31, 1997.

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

Pursuant to the Illinois Pension Code (40 ILCS 5/15 et. seq., as amended by Public Act 0599), Public Act 92-0599, and subsequently upon the employee's request, unused sick leave that can be used for sick leave buy-out will be paid at the current rate of earnings as part of earnings from the University during the period of up to two academic years of employment prior to retirement, subject to the 20% limitation and the guidelines set by State Universities Retirement System (SURS). The employee must submit an Irrevocable Election to Retire prior to receiving this benefit. In the event that Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid as part of earnings from the University during the period of up to two years of employment prior to retirement, unless a new agreement allowing such payment is negotiated by the University and UPI. Employees already receiving the benefit at the time of the repeal or amendment of Act 92-0599 will continue to do so.

h. Upon recommendation of the appropriate vice president, the University President may grant a tenured or tenure-track employee a leave with full pay for a period not to exceed 60 calendar days, if the employee:

(1) has completed at least three full academic years of service at the University;

(2) has exhausted all sick leave benefits under the terms of this Agreement;

(3) is a participant in SURS; and/or

(4) is entitled to and has applied for disability benefits under SURS.

i. (1) Nothing shall prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.

(2) Nothing shall prevent or limit the University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick leave days used will be prorated until the employee is able to return to a full-time status.

j. Sick Leave Bank

An employee choosing to participate in the University's Sick Leave Bank may draw additional sick leave days under the terms and conditions of the University's Sick Leave Bank Policy as it exists at the time of ratification of this Agreement.

A Union-appointed representative will be a member of the committee established to administer the program.

27.8. **Personal Leave**

Up to five days of sick leave per year may be used for personal days. All requests for personal leave must be submitted prior to the leave being taken. Any request for personal days during the first and last weeks of the semester or for the two days immediately preceding or following fall or spring break must be approved. Requests for more than two personal leave days must be approved by the employee's immediate supervisor.

27.9. **Professional Meetings and Work-Related Travel**

a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.

b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

27.10. **Terminal Care and Bereavement Leave**

a. In the case of an employee where a grandparent, parent (including in-laws), spouse, domestic partner, or child, or, with approval, a brother/sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. The leave does not need to be continuous, but the employee must provide advance notice to the employee's immediate supervisor.

b. Leave with pay of up to five consecutive days per occurrence will be granted to an employee in the event of the death of a member of the employee's immediate family or a relative. Bereavement leave may only be used during the term of an employee's contract. Bereavement leave shall be taken in not less than one-

half day increments and may not be accrued. In the event of a loss of a spouse, domestic partner, parent, in-law, or child, an employee is eligible for 10 days of bereavement leave.

c. Upon approval of the appropriate department chair and dean, an employee may use accrued sick leave for bereavement leave requirements in excess of five or 10 days.

27.11. **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 state or federal administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (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.

27.12. **Educational Benefits**

a. A full-time employee may enroll for credit at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.

b. The natural, adopted, foster, or stepchildren, or the spouse/domestic partner of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

27.13. **Benefits While on Compensated Leave**

a. An employee on compensated leave may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or SURS so permit.

b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

27.14. **Previously Accrued Leave**

a. If an employee has accrued cumulative annual leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative

annual leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.

b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Article 27.7.g.(2).

27.15. **Retirement Contracts**

Faculty in their last year of employment before retirement may negotiate a terminal contract with the appropriate department chair, dean, or Academic Vice President. Any terminal contract must be approved by the Academic Vice President. Retirement contracts will be funded outside the department and college's regular budget allocation. Contracts written during the summer will fall outside a department's Summer Session rotation. Equal access to this opportunity shall be available to all those eligible.

27.16. **Post-Retirement Employment**

Following retirement, an employee who returns to University employment is not a member of the bargaining unit.

27.17 **Mini Sabbatical**

a. Purpose: The University agrees to provide a single three (3) ACE or four (4) ACE reduction of workload to Unit A faculty members for the purpose of encouraging professional projects, including grant applications, for the mutual benefit of the University and the employee. Applicants will be required to develop and submit applications for projects for the mini-sabbatical term.

b. Eligibility: In order to be eligible for a mini-sabbatical, applicants must agree to remain in a full-time position at WIU the semester following the mini-sabbatical term and have complied with all requirements, including a submission of a final report.

c. Quota: No more than 36 ACEs will be offered each year.

d. Mini-Sabbatical Proposal: The mini-sabbatical/grant-writing fellowship proposal shall include: (1) a summary of project; (2) a plan of activity; (3) a current vita and/or evidence of background/preparation in topic area, if appropriate; (4)

expected grant funding source and estimate of funds (if applicable); and (5) a report from previous fellowships/mini-sabbaticals, if appropriate.

e. Procedures: Proposals shall be reviewed and processed according to established procedures. All procedures will be administered by the Office of the Provost. Proposals will be reviewed by a team of evaluators that will include: a representative of the Office of the Provost, a representative from the Center for Innovation in Teaching and Research, and one faculty representative from each college or division selected in consultation with UPI. Proposals shall be assessed in accordance with the following:

f. Merits of the activity to be performed (1) relevance of the proposal to the University's priorities (if applicable), and (2) the applicant's qualifications. Awards are subject to the approval of the Provost. Priority: If the number of acceptable mini-sabbaticals exceeds the number available, priority of award shall be determined based on (1) the proposal score, and (2) preference given to applicants who were not awarded a mini-sabbatical in the prior year.

g. Program Need: A mini-sabbatical may be deferred up to one (1) academic year if necessitated by program need. Notice of deferral must be given to the recipient upon notification of receipt of the mini-sabbatical. A deferral will not impact the number of mini-sabbaticals awarded the following year.

h. Reduction of Workload: A recipient of a mini-sabbatical will receive a one course reduction (or equivalent) of workload. This reallocation of workload cannot place the member in an ACE overload for the academic year, nor shall it leave the member with a total ACE load greater than that which she/he was assigned during the immediately preceding academic year without faculty consent.

i. Report of Mini-Sabbatical: By the end of the first semester following the completion of the mini-sabbatical, the employee shall file a written account of activities and accomplishments as related to the goals and objectives stated in the proposal with the AVP. The report shall include: (1) a summary of the mini-sabbatical/project work accomplished; (2) and/or progress toward the completion of the project; and (3) a brief statement of the future benefit resulting from the mini-sabbatical. The Academic Vice President shall mark the report complete/incomplete. The faculty member will have an opportunity to rewrite an incomplete report and resubmit it within 30 days. A report that remains incomplete may result in the individual not being eligible for future mini-sabbaticals. All mini-sabbatical reports shall be placed in the University archives.

ARTICLE 28
SALARY
UNIT A

28.1. **Basic Increase**

a. There shall be no basic salary increase for 2017-2018.

b. For 2018-2019, employees who deferred 3% of their base salary per the Deferral Memorandum of Agreement shall have the amount deferred restored to their base salaries.

c. For 2019-2020, the salaries of all employees and the minima lanes will be reduced by 2%.

d. Salaries and minima shall be frozen for the remainder of the 2017-2021 Agreement.

e. Provided, however, either the Union or the University may request, by October 1, 2020, to reopen the Agreement to discuss base salaries to be effective in 2020-2021. Either party may request an extension of the reopener date due to the failure to receive an approved annual state appropriation prior thereto. In addition, should the state legislature appropriate funds specifically for salary increases, the parties will meet to discuss the applicability to the bargaining unit.

f. Effective the first day of FY18, salary minima for academic years 2017-2021 will be specified in Article 29.3.; promotion amounts will be specified in Article 29.1.; and merit amounts will be specified in Article 29.2.

g. If an employee signs, prior to December 15, 2018, an irrevocable election to retire no later than June 30, 2020, the employee will be exempt from the new contract wage and minima reductions under the current contract (WIU/UPI 2017-2021 Agreement).

ARTICLE 29
ADDITIONAL COMPENSATION
UNIT A

This Article shall be in effect for the term of this Agreement.

29.1. **Promotion**

In addition to the salary increase specified in Article 28, the Board will set the monthly salary increase for promotion, effective the first day of Fall 2017 for 2017-2021, in the amounts listed below (amounts listed are per month):

Promotion	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Associate Professor	$381	$381	$500	$500
Professor	$423	$423	$500	$500

29.2. **Merit Increase**

Eligible employees (Professor +5, +10 and +15) who have achieved the requisite performance requirements beginning with the 2018-2019 academic year will be eligible for increases as outlined in Article 20 during the pilot period.

MERIT LANES

Full Professor + 5 years*

Merit Lane	**Teaching**	**Research**	**Service**	**%Increase**
1	Satisfactory	-	-	2.00%
2	Outstanding	-	-	2.50%
3	Outstanding in 1 area & Satisfactory in the other 2 areas			3.00%
4	Outstanding in 2 areas & Satisfactory in the other area			4.00%
5	Outstanding	Outstanding	Outstanding	5.00%

Full Professor + 10 years*

Merit Lane	**Teaching**	**Research**	**Service**	**%Increase**
1	Satisfactory	-	-	2.00%
2	Outstanding	-	-	2.50%
3	Outstanding in 1 area & Satisfactory in the other 2 areas			3.00%
4	Outstanding in 2 areas & Satisfactory in the other area			4.00%
5	Outstanding	Outstanding	Outstanding	5.00%

Full Professor + 15 years*				
Merit Lane	**Teaching**	**Research**	**Service**	**%Increase**
1	Satisfactory	-	-	2.00%
2	Outstanding	-	-	3.00%
3	Outstanding in 1 area & Satisfactory in the other 2 areas			4.00%
4	Outstanding in 2 areas & Satisfactory in the other area			5.00%
5	Outstanding	Outstanding	Outstanding	6.00%

*Merit increases are not available while working on a PIP.

29.3. **Salary Minima**

a. Effective the first day of the Fall 2017 contract and continued through June 30, 2021, the University shall adjust the monthly salary of an employee whose salary is less than the applicable minimum as outlined below. Professional Achievement Awards (PAA) have been discontinued. All minima and merit adjustments under this contract shall be implemented before current PAA is applied and after all other increases have been awarded.

b. The minimum monthly salaries shall be computed according to the following salary lanes for employees at each rank as of the first day of fall semester of each of the following years, as appropriate (amounts are listed per month):

Lane Minima	**2017-18**	**2018-19**	**2019-20**	**2020-21**
1 Assistant Professor	$6,429	$6,429	$6,300	$6,300
2 Associate Professor	$7,931	$7,931	$7,772	$7,772
3 Associate Professor (5)	$8,677	$8,677	$8,503	$8,503
4 Professor	$9,616	$9,616	$9,424	$9,424
Merit				
5 Professor (5)	$10,350	$10,350	max 5%	max 5%
6 Professor (10)	$11,275	$11,275	max 5%	max 5%
7 Professor (15)	$11,925	$11,925	max 6%	max 6%

c. Note: Lane 3 refers to the rank of Associate Professor, with at least five completed years of service to the University in that rank. Lane 4 refers to the rank of Professor who has not yet achieved 5 years of service as a full Professor. Professors in Lane 5, 6 and 7 do not receive minima and instead are eligible for a merit adjustment during the pilot program.

d. When calculating minima or merit adjustments, an employee's previous PAA award(s) will be excluded from her/his salary.

29.4. **Initial Appointment**

A person who receives an initial appointment to a position in the bargaining unit shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in Article 29.3.

29.5. **Grant/Contract Salaries**

If an employee is assigned work on a funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the appropriate vice president, after consultation with the department chair and dean. For all such grant or contract work so excluded, an employee may earn up to a total of 40% of her/his basic monthly salary in each month they are on contract in a 12-month period. This amount shall be in addition to the employee's basic salary. This Article shall not apply to grant or contract work performed during sabbatical leave.

29.6. **Counteroffer**

a. The University President may approve a salary increase to retain an employee who has received a bona fide offer of employment from another University which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this Article shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.

b. The effective date of the increase provided in Article 29.6.a. above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the University President.

c. An employee shall not be eligible to receive a salary increase under Article 29.6.a. above until her/his fourth year of full-time employment at the University. An employee who receives an increase under Article 29.6.a. above will not be eligible to receive another such increase.

d. An employee who receives an increase under Article 29.6.a. above shall be eligible to receive the difference between the increase under Article 29.6.a. above and the increase specified in Article 28.1. if:

   (1) the increase under Article 29.6.a. above is less than the increase specified in Article 28.1; and /or

   (2) the employee is otherwise eligible for the increase specified in Article 28.1.

e. Each employee who receives a salary increase under 29.6.a. above shall agree to serve at the University for at least two academic years subsequent to the academic year in which the increase is received and shall give a judgment note to the Board for the amount of the increase, said judgment note to be canceled at

the end of the required period of service or at the permanent disability or death of the employee.

f. Within 30 days after the approval of an increase under 29.6.a. above, a report shall be submitted to the Union Chapter President and the University President. The report shall contain the name of the employee to be awarded such an increase, a copy of the offer received by the employee and the amount of the increase. In the event the offer has not been in writing and if the offer has been from an academic institution, the report shall include the name of the official with whom the University President has verified the offer.

g. The approval of or failure to approve an increase under Article 29.6.a. above shall not be subject to the grievance procedure specified in Article 6. The Union may file a grievance concerning any other aspect of Article 29.6. The grievance must be filed within the time limit for filing a grievance specified in Article 6.

29.7. **Transfer and Reassignment Adjustments**

The University may adjust an employee's salary based upon transfer or reassignment in accordance with Articles 29.7.a., 29.7.b., and 29.7.c. below. An employee may request an adjustment by notifying in writing the appropriate Vice President of the desired adjustment. The employee may include endorsement by her/his supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next term of employment. If the request is denied, the employee will be so notified, in writing, by the appropriate vice president. Such request shall not be unreasonably denied.

a. The salary of an employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.

b. The salary of an employee who is transferred, pursuant to Article 25, from one department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving department.

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

29.8. **Overload**

An employee who is assigned duties in excess of 22 ACEs in an academic year shall be compensated for excess ACEs at the rate of $1,000 per ACE. (For overload during the Summer Session, see Article 29.11.b.).

29.9. **Extension Teaching Compensation**

a. In addition to regular salary, an off-campus instruction stipend shall be paid to all faculty members commuting to teach scheduled lecture and activity courses at off-campus sites. This stipend shall not be paid for supervision of Internships, Pre-Student Teaching, Student Teaching, or Independent Study. For internship site supervision and pre-student teaching/student teaching supervision, see Articles 18.8. and 18.9., respectively). The stipend shall be the amount specified in Article 29.9.b., Extension Teaching Compensation.

b. Based on a semester-long course taught once per week (16 weeks per semester), the following compensation will be awarded:

(1) $720 for sites located more than 150 miles from the campus;

(2) $560 for sites located 50 to 150 miles from the campus; or

(3) $400 for sites located less than 50 miles from the campus.

c. Payment shall be increased or decreased proportionately for courses which involve more or fewer trips to the off-campus site. When two courses are taught at the same site on the same day, involving one trip, payment will be based on the one trip.

d. Travel reimbursement will also be paid, at regular and established rates, to faculty teaching off-campus, for meals, pre-approved use of personal car or commercial transportation, or other legitimate and pre-approved travel expenses.

29.10. **Compensation for Distance Education Courses**

a. A faculty member assigned to develop a web-based class shall receive either a minimum of three ACEs for initial development of the course or a stipend of $5,000, subject to the department chair's approval and the availability of ACEs to be assigned or availability of funds.

b. Print-based courses administered through the Independent Study Program (ISP) will continue to be compensated as they were under the prior WIU/UPI Agreement. If compensated by stipend, the old rate of $33 per student credit hour will remain in effect through the life of this current WIU/UPI Agreement.

c. Funding of Board of Trustees Courses

(1) The administration, under conditions described below, shall compensate faculty on a per credit hour/per student basis for teaching BOT-IC courses. This compensation will be paid on a separate contract to each individual faculty member (with approval of dean/chair).

(2) The rate that faculty members shall be paid will be $40 per credit hour/per student. For example, if a BOT course has 30 enrolled students in a 3 semester hour class on the 10th day of a semester, the formula would be 30 x 3 = 90 sh x $40 = $3,600.

(3) This system would apply ONLY to BOT-IC courses, and only WWW courses offered through the BOT program would be funded through this model. It would not apply to IC courses that are offered by departments (Internet courses that do not allow preregistration for BOT students), extension courses (courses taught face-to-face at off-campus sites), or any other course offered through distance education.

(4) Faculty members may continue to be assigned BOT-IC courses in-load for ACEs (and points, if appropriate). If courses are not taught in-load, faculty members may choose to accept a contract from the BOT program which will compensate them at the $40/per credit hour/per student rate.

(5) This compensation system shall not apply to the Summer Session so as to allow faculty members to continue to receive a full month's salary for three ACEs (or four, in the case of a 4 sh course) or overload paid, regardless of whether the course is BOT-IC (see Article 29.11, Summer Session Compensation).

29.11. **Summer Session Compensation**

a. A Summer Session assignment shall be compensated on the basis of the employee's monthly salary for May of the immediately preceding academic year.

b. An employee shall receive 85% of one month's salary for a course assignment of three ACEs. Three ACEs (or four, in the case of a 4 sh course) shall be considered a full load and shall be compensated with 85% of one month's salary. Colleges may determine overload compensation for a second course assignment at a uniform rate above that stated in Article 29.8.

c. For classes with low enrollment (below 10 for undergraduate students and below 5 for graduate students), the University may choose, with the agreement of the faculty member, to offer the course as tutored study (see Article 18.6.) and pay the faculty member $75 per student credit hour. (This rate shall not apply if there is an Academic Vice President-approved enrollment cap at or below these limits.) Enrollment figures will be determined at the end of the second day of each Summer Session. The University retains the right to cancel courses for insufficient enrollment determined on the basis of previously established enrollment criteria.

d. Internship supervision will be compensated based on the ACEs specified in the faculty member's Department Workload Equivalents (DWE) document.

e. The separate travel stipend (Article 29.9.b.) will be paid to all faculty commuting to teach off-campus courses.

f. Librarians will perform their primary duties during the Summer Session according to a job description developed by the dean in consultation with individual faculty members.

Job descriptions shall adhere to those in the Library faculty DWE in effect during the academic year for full month employment for each month employed.

Summer full-time load will be defined as performing the duties identified in the summer job description. These duties will be no more than those expected in the academic year for a full month employment.

If any additional duties are assigned beyond those listed in the job description, compensation shall be paid at the overload rate on the basis of the duties and the ACEs listed on the DWE that are in effect during the academic year.

g. Compensation for non-teaching assignments shall be in accordance with 29.11.a. if less than 3 ACEs, the salary will be pro-rata.

29.12. **Supplemental Pay**

Supplemental pay is defined as compensation to contractual employees above their primary contract with the University for work performed outside their primary duties and work hours, excluding grants and contracts (as discussed in Article 29.5.). Supplemental assignments are voluntary in nature. Annually, the Academic Vice President will review and consult with the Union Chapter President regarding all supplemental assignments for bargaining unit members in the past year.

29.13. **Thesis and Dissertation Supervision.**

Effective with the 2018-2019 academic year, an employee who is a master's thesis supervisor will be paid $500 for each thesis completed and an employee who is a dissertation supervisor will be paid $750 for each dissertation completed.

ARTICLES FOR UNIT B
(ACADEMIC SUPPORT PROFESSIONALS, ASSOCIATE FACULTY)

ARTICLE 30
EMPLOYEE APPOINTMENTS
UNIT B

30.1. a. Temporary faculty shall become part of Bargaining Unit B after one year of full-time employment or after two consecutive years of at least half-time employment at the University, and shall thereafter be designated as Associate Faculty.

b. Faculty positions may be filled by employees on temporary appointments for the purpose of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional assignment; inability to recruit a qualified candidate for a tenure-track position; staffing of experimental programs; significant shifts in enrollment; or when a pool of candidates for a position is insufficient to meet Affirmative Action guidelines.

30.2. **Associate Faculty Appointments**

a. The appointment of an Associate Faculty member shall be contingent upon program need and position on the seniority list, and shall be compensated at a rate specified in Article 42, Salary.

b. Each academic year, the University will seek to provide appointments to Associate Faculty for two semesters. Upon request, the Union shall be provided with written reasons for any appointment that is less than the period provided above.

30.3. **Associate Faculty Reemployment**

a. By February 15 of each academic year, Associate Faculty in their first five years of employment in the bargaining unit shall notify their department chair in writing if they wish to be considered during the subsequent academic year for any available Associate Faculty appointment for which they are qualified. It shall be the employee's responsibility to notify the department chair in writing of any change in address and/or phone number. An employee receiving a satisfactory evaluation will normally be notified by June 1 if they will receive a contract for the following year subject to Article 30.3.d.(1) unless uncertainty about funding for the position prevents notice at that time.

b. After completion of five years as an Associate Faculty member in the bargaining unit, an employee receiving a satisfactory evaluation will automatically be issued a contract for the next academic year unless notified by June 1. This

arrangement is not to be construed as a form of tenure and is qualified by Article 30.3.d.(1) below and by program need or financial constraints.

c. By March 15, the department chair shall develop a seniority list of all Associate Faculty in the department. Placement on the roster shall be determined by seniority, meaning years of service in the bargaining unit. When more than one person is hired to begin on the same date, the placement shall be determined by the date the employee signed an offering letter. Summer employment shall not be a determining factor in establishing seniority.

   (1) The seniority list shall be submitted to the dean/director and the Academic Vice President for review. A copy of the seniority list shall be available in the department office. Additionally a copy shall be provided to any employee on the list upon request and to the Union Chapter President.

d. Use of the Seniority List

   (1) When determining to whom to offer an appointment, the department chair shall give preference to employees in the order in which they appear on the seniority list, provided however that program needs shall be taken into account. A department chair may offer an available Associate Faculty appointment to a candidate whose name is not on the seniority list if her/his decision to do so is based upon program need.

   (2) An evaluation of satisfactory or highly effective (see Article 33) shall not constitute a promise of future employment (for reference, see Article 30.3.d.[1]). Program need, funding availability, and position on the seniority list are the governing factors.

   (3) The Administration is under no obligation to rehire an Associate Faculty member receiving an unsatisfactory evaluation.

   (4) With the exception of the period beginning two weeks prior to the commencement of classes, the offer shall be conveyed in writing. Although oral offers may be made as well, wherever possible, such offers shall be followed by a written verification. Employees shall have 10 days from the date postmarked on the envelope containing the written offer to accept the offer.

e. Break in Service

   (1) If an Associate Faculty member whose name appears on the seniority list is reemployed in a position of 50% or more after requesting and receiving a leave of absence of no more than one year, the employee will be included in the bargaining unit immediately upon in-unit reemployment. An employee who receives a requested break in service shall maintain her/his seniority on the seniority list.

(2) If an Associate Faculty member who has completed at least two consecutive years of service of half-time or more is not offered in-unit employment for a period not to exceed one year, that employee will be included in the bargaining unit upon in-unit reemployment, maintaining her/his seniority on the reemployment roster.

f. When a department plans to fill a new or vacant tenure-track position, an employee holding an Associate Faculty appointment shall be granted a preliminary interview, upon request, if that employee is qualified for the position, and if she/he follows the necessary application procedures. A University-wide announcement of new or vacant positions shall be made at least one month prior to the deadlines for applications.

30.4. **Temporary Academic Support Professionals**

a. Temporary Academic Support Professionals (ASPs) shall become part of the bargaining unit described in Appendix B when they are employed full time for more than one consecutive academic year, or for appointments of 50% or more, employed for more than two consecutive academic years.

b. The appointment of a temporary ASP shall be contingent upon program need and shall be compensated at a rate specified in Article 42, Salary.

c. ASP positions may be filled by employees on a temporary basis for purposes of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional or instructional assignment; inability to recruit a qualified candidate for a permanent ASP position; staffing of experimental programs; or when a pool of candidates for a position is insufficient to meet Affirmative Action guidelines.

ARTICLE 31
LEAVE WITHOUT SALARY
UNIT B

31.1. a. Associate Faculty who have completed one year of full-time service in the bargaining unit and whose names appear on the seniority list may apply for a leave without salary for a period not to exceed one year. This requirement may be waived by the Academic vice president upon written request of the applicant. Reemployment opportunities will be provided in accordance with Article 30, Employee Appointments.

b. An ASP is eligible for leave without salary 12 months after the date of her/his initial employment. This requirement may be waived by the appropriate vice president upon written request of the applicant.

31.2. a. An application for leave without salary shall be submitted to the employee's immediate supervisor or department chair, director, or dean, and the appropriate vice president at least six months prior to the starting date of the requested leave. The application shall state the purpose and provide a written explanation of the need for the leave and the time period for which the leave is requested. The purposes for which a leave may be requested are (1) personal, (2) research, (3) advanced study, (4) professional development, or (5) public service. The six-month notification requirement may be waived by the University President upon written request of the applicant.

b. The initial grant of a leave without salary may be for a period of up to 12 months. A leave without salary is granted at the discretion of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, who will then forward the request to the appropriate vice president with a recommendation for approval/denial. Upon the written request of the applicant, the appropriate vice president will provide a written explanation within 10 working days to an employee whose application for leave without salary has not been approved.

c. An extension of a leave without salary for up to an additional year is granted at the discretion of the appropriate vice president, following submission of the written request (including explanation of the need for the extension) to the immediate supervisor or department chair and dean or director, who will forward the request to the appropriate vice president with a recommendation for approval/denial.

d. The request for an extension of a leave without salary shall be submitted at least six months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave.

e. Any of the above limitations or deadlines may be waived by the appropriate vice president upon the request of an employee submitted to the immediate supervisor or department chair and dean or director, who will forward it with a recommendation.

f. A denial of a request for leave may be appealed to the University President.

31.3. Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect negotiated increases which the employee would have received if not on leave.

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

31.5. 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 SURS so permit.

31.6. Time spent by an ASP on a leave without salary shall not be credited for the purpose of determining eligibility for administrative leave.

31.7. **Compulsory Leave**

a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the University President shall inform the employee in writing of the basis for her/his belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the University 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;

(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 University President. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the University President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the University President may conclude that the employee:

(1) presents a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact;

(2) is unable to perform, with a reasonable accommodation, the duties required by the position of employment, and the University President shall place the employee on compulsory leave. The University President shall notify the employee in writing of the duration of the compulsory leave period; however, the University President, with the agreement of the employee, may extend the leave period if necessary and, if so, shall notify the employee in writing. Any earned leave credits (accumulated sick or vacation days) may be used during the compulsory leave period. That

portion of the compulsory 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 and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), state or federal disability benefits, or existing Board policy or regulations.

c. After expiration of one-half of the compulsory leave period, or when the employee believes she/he is able to return to work, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If after reviewing the opinion and other materials relevant to the employee's illness or injury the University President concludes the employee is able to return to work, the employee may return to work immediately. If the University President denies the request to return to work, she/he shall notify the employee in writing with reasons.

d. If, at the end of a compulsory leave, after reviewing the opinion of the doctor chosen and paid for by the University or by the doctor chosen and paid for by the employee who is acceptable to the University, and other materials relevant to the employee's illness or injury, the University President concludes an employee is unable to return to work, the University President may extend the period of compulsory leave, or if the University cannot reasonably accommodate the illness or injury:

(1) request the employee's resignation; or

(2) recommend termination in accordance with the procedures provided in Article 39. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 32
PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES
UNIT B

32.1. **Assignment of Duties for Associate Faculty**

a. The professional obligation of an Associate Faculty member consists of assigned Teaching/Primary Duties, which will be specified in the letter of appointment and will receive an academic credit equivalent (ACE) value.

b. The assigned obligation of an Associate Faculty member shall be 18 to 24 ACEs. Individuals with contracts of more than nine months will be assigned ACEs proportionate to the length of the contract.

c. ACEs will be determined by the Academic vice president. The department chair is responsible for assigning duties.

d. Assignments of scheduled activities for Library/counseling employees who are Associate Faculty shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the employee's total assignment of primary duties.

e. If an Associate Faculty member is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.

f. Up to three ACEs (or four, in the case of a 4 sh course) may be assigned to an Associate Faculty member in Summer Session and shall be compensated at the rate specified in Article 43.6.

g. Office Hours and Faculty Accessibility

(1) Each employee shall maintain a schedule of at least four office hours per calendar week spread over at least three days. These hours shall be scheduled to allow reasonable access and shall be posted. Department chairs may allow an adjustment or appropriate substitution to the above office hour requirement to provide for nontraditional classes or unique teaching situations.

(2) If necessary and reasonable, faculty are expected, and have a professional obligation, to be accessible to meet students, other faculty, and staff, as well as attend meetings, on days and times other than those of posted office hours and scheduled classes.

h. The Academic Vice President shall develop the forms to be used to record officially assigned duties and the timetable for distribution of ACEs for Associate Faculty, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The Union Chapter President shall be given five (5) business days to review the forms and timetable with the Academic Vice President to provide input in writing to the AVP prior to finalizing the timetable before they are distributed to employees. A copy of the timetable shall be provided to each employee by September 1, unless otherwise agreed to by the Union Chapter President and the Academic Vice President.

i. Overload

(1) An Associate Faculty member may be assigned, if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of 24 ACEs. Overload ACEs under this Article shall be compensated at the rate specified in Article 43, Additional Compensation. Assignment of involuntary overload shall not exceed one three-credit unit course or its equivalent per semester.

(2) If an Associate Faculty member is absent from her/his duties, another employee will be assigned to perform the absent employee's duties by the department chair.

(3) If the assignment exceeds one week, the faculty member performing the duties shall receive compensation prorated at the overload rate for the period of assignment beginning with the second week of the assignment. The compensation shall be based on 150 minutes taught in a week for a three ACE class in a 16-week semester, or equivalent.

j. Summer Session Appointments

(1) Each academic year, the University Administration shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the Summer Session.

(2) Associate Faculty will be considered for Summer Session teaching assignments based on the department's Summer Session rotation policy.

(3) Development of department Summer Session rotation plans will comply with procedures established in the Unit A Agreement, Article 19, Summer Session.

k. Teaching Certification Portfolios

No faculty member shall be assigned more than 10 portfolios without receiving ACE compensation. Evaluation of Teaching Certification Portfolios over 10 portfolios, when such evaluations are conducted outside of a class for which an employee receives ACEs, shall be awarded a range of between .5 and one ACE per 10 portfolios or portion thereof (in no less than .5 increments), to be determined in the Department Workload Equivalents (DWE) based upon the number of and length of entries to be evaluated and the responsibility of the faculty member in overseeing the portfolio process.

l. Effective with the 2018-2019 academic year, the University shall allow one waiver of tutored study per academic year for faculty at a full workload, defined as 24 ACES for Unit B (not including the waiver).

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

a. Definition of Assigned Obligation: The professional obligation of Academic Support Professionals (ASPs) as specified in their job descriptions includes a diversity of duties and responsibilities.

b. At the inception of the employment relationship, each ASP shall be given a general job description which was the basis upon which the position was filled. Within 30 days of the appointment, each ASP will develop with her/his

immediate supervisor a job description which more specifically reflects the job assignment for that individual.

c. For ASPs, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the ASP's period of appointment, as approved by the supervisor. When the work week exceeds 37.5 hours, "equal time" off shall be granted within a reasonable period of time and shall reflect the real time expended by the employee in preparation and performance of her/his duties. In positions where a traditional 37.5 work week is not reasonably consistent with program need, the supervisor, in consultation with employees of the unit, shall develop a Unit Workload Document (UWD) wherein the workload obligations of each position, throughout the year, are clearly stated, and provisions for the awarding of "equal time" off are made clear. Unit supervisors will forward the UWD with employee comments to the appropriate vice president who, after consultation with the Union Chapter President, will render a decision. Any change in the UWD will be handled in the same way as "modification of a job description" (see Article 32.2.e.).

(1) In advising loads, any job description where advising/counseling or extensive student contact is established as a duty, the expected range of advisees/contact people for that work percentage shall be stated in the UWD.

(2) The assigned obligation of a part-time ASP shall be proportionate to her/his appointment.

(3) In the case of permanent job reassignment, the ASP must be notified in writing at least two weeks in advance of the permanent reassignment.

d. Annual Meeting

(1) Each ASP and her/his supervisor shall meet at the time of the employee's annual evaluation to review the employee's official job description and assignment of duties. This job description shall identify priorities among the duties and responsibilities and, when appropriate, shall provide specification of assigned duties, shall state expectations about scheduling, and shall identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the job description for the coming year and, if changed from the previous year, shall submit it to the appropriate administrator (i.e., dean, assistant/associate vice president, etc.) for review. The appropriate administrator shall then send the job description and her/his recommendation to the appropriate vice president for approval. The employee may attach a statement to the supervisor's recommendation. Each ASP shall receive a copy of her/his approved job description for the next year, if changed from the previous year, by the date specified in the University timetable. A copy of the University timetable will be sent to each employee by September 1.

(2) In an ASP's annual evaluation, the employee's job description for the year under evaluation shall be the guideline for evaluating the employee's performance.

e. Modification of Official Job Descriptions

(1) If the appropriate supervisor wishes to modify an employee's official job description at a time other than the annual meeting, then she/he shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The employee may attach a statement reacting to the proposed modification which is then forwarded to the appropriate vice president. The ASP shall receive a copy of any modification of her/his official job description.

(2) Modifications of official job descriptions shall become effective on the date specified on the modified approved description. The employee shall receive a copy of the modified job description prior to the effective date.

(3) If a modification in the job description constitutes an increase in workload, the job description shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with Article 43, Additional Compensation.

(4) An employee may request modification of her/his job description. Such a request shall be made in writing to the employee's supervisor.

f. Overload

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

(2) An employee given a special overload project assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed 30% of the base salary the employee will receive during the special assignment period. An employee on a special assignment may also have her/his normal work schedule adjusted by the appropriate vice president to reflect work on the special assignment.

32.3. Outside Employment

a. Outside employment while employed at Western Illinois University represents a potential conflict of commitment and interest. Such employment is prohibited without prior approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial. Such request will

indicate the nature of the outside employment and an estimate of the amount of time which will be involved. If approved, an employee's performance of professional obligations to the University shall have priority over any outside employment.

b. Outside teaching includes all forms of instruction whether in the classroom or via distance learning offered by other entities (including for-profit organizations). With the exception of occasional guest lectures or seminars, teaching for another university represents a potential conflict of commitment and interest. Such teaching is prohibited without prior approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial. Such request will indicate the nature of the outside employment and an estimate of the amount of time which will be involved.

c. With the approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial, an employee may engage in consulting activities for which the employee receives compensation for entities outside the University while employed at Western Illinois University. Such request will indicate the nature of the consulting activity and an estimate of the amount of time which will be involved. Such activities are to be limited to no more than 20% of an employee's work time (e.g., in a five-day week, an employee is limited to one day of consulting).

ARTICLE 33
EVALUATION AND EVALUATION CRITERIA
UNIT B

The University is responsible for evaluating the performance of employees. The purposes of evaluation are to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, and to improve employee performance. Additionally, it shall provide a basis for the University President and the Board to make personnel decisions, as appropriate.

33.1. Evaluation Procedures for Associate Faculty

a. No Associate Faculty member shall be evaluated until she/he has completed one full semester of service at the University as an Associate Faculty member.

b. An evaluation of Associate Faculty shall consist of a review of the following by the department chair and the dean:

(1) Student course evaluations of all courses taught, as well as documentation of any other Teaching/Primary Duties;

(2) Any materials required by the Department Criteria in the area of Teaching/Primary Duties;

(3) Any materials the employee submits as evidence of the effectiveness of her/his Teaching/Primary Duties;

(4) Any materials the employee chooses to submit showing involvement in Scholarly/Professional Activities and Service Activities;

(5) Materials in the employee's personnel file; and

(6) Additional documentation of the evaluation shall be sent to the employee.

c. (1) Following review of the documents, the department chair and the dean shall each write an evaluation of the employee's Teaching/Primary Duties. The evaluations shall state whether the employee's degree of effectiveness in Teaching/Primary Duties has been unsatisfactory, satisfactory, or highly effective, with the reference to the performance standards specified in the appropriate Department Criteria. A copy of the evaluation shall be sent to the employee.

(2) If an employee's performance is judged unsatisfactory, the department chair and/or dean, as appropriate, shall provide written reasons, based on the statement of Department Criteria. The employee may forward the decision of the department chair and/or dean for review by an Associate Faculty Appeals Committee.

The Associate Faculty Appeals Committee shall be composed of three bargaining unit members from Unit A and/or Unit B: one member selected by the employee, one member selected by the department chair, and the third selected by the first two members selected. The recommendations of the department chair and/or dean and the Associate Faculty Appeals Committee, if applicable, and the materials submitted by the employee shall be forwarded to the appropriate vice president for final review and evaluation.

(3) A copy of the evaluation shall be sent to the employee. The employee may attach a written response to the evaluation statements for inclusion in her/his personnel file.

d. Promotion

(1) Associate Faculty who, prior to fall 2018, have been promoted to Assistant Professor shall retain that title and be recognized by a Unit B Associate

Faculty salary lane. Such promotion and title does not move the promoted member to Unit A.

(2) Associate Faculty who, prior to fall 2018, have been promoted to Senior Associate Faculty shall receive the title of Associate Instructor and be recognized by a Unit B Associate Faculty salary lane.

(3) Associate Faculty who have completed at least their seventh year of service and who have received highly effective ratings in the last three years will achieve Associate Instructor status. This title will be recognized by a salary lane/promotion.

(4) Except as outlined below, Associate Instructors who have completed at least eleven (11) years of service as an Associate Faculty and who have received highly effective ratings in the last three years will receive the title of Senior Instructor. This title will be recognized by a salary lane/promotion.

(5) Associate Faculty must serve at least four (4) years in the title of Associate Instructor before becoming eligible for promotion to Senior Instructor. Provided, however, the four year requirement shall not be applicable to a Senior Associate Faculty who receives the title of Associate Instructor per Section (2) above, if he/she has already completed eleven (11) years of service.

(6) Associate Faculty receiving "satisfactory" ratings will be evaluated every year. Associate Faculty promoted to Senior Instructor and Unit B Assistant Professors will be evaluated every three years as long as they maintain a highly effective rating. A Senior Instructor and Unit B Assistant Professor who receives a satisfactory rating will be evaluated annually until receiving a highly effective rating, at which time they return to the three-year evaluation cycle.

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

a. Each employee will have an approved job description identifying priorities and performance expectations and a description of the materials and methods, signed by the employee, which will be used to evaluate the employee's performance. Any permanent change in period of appointment, reorganization, or change in supervisor will necessitate a review of the job description and description of materials and methods used to evaluate employee performance, within 30 days after the change, to ensure that the ASP understands the evaluation procedure used by her/his supervisor.

b. The employee shall receive a copy of the approved job description and description of materials and methods which will be used to evaluate the employee's performance. This description shall be reviewed annually by the employee and her/his supervisor at the time specified in the University timetable. Any sug-

gested modifications in the materials and methods of evaluation resulting from the annual review by the employee and her/his supervisor shall be submitted to the appropriate administrator (i.e., dean, assistant/associate vice president, etc.) for review. The appropriate administrator shall then send the evaluation modifications and her/his recommendations to the appropriate vice president for approval by the date specified in the University timetable and a copy shall be provided to the employee and to the Union Chapter President. The ASP may attach a statement to the modifications before they are forwarded to the appropriate administrator and vice president. The appropriate vice president's written response shall be sent to the employee and the employee's supervisor within 15 days of receipt of the request, and a copy shall be provided to the Union Chapter President.

c. Each ASP shall receive an annual written evaluation from her/his supervisor in accordance with the approved job description as well as a description of materials and methods to be used in evaluating the employee's performance. Evaluation shall be based on the job description. Evaluative input, where feasible and appropriate, should be obtained from individuals with whom the employee works (e.g., students, peers, clients).

d. The employee shall have two days to review and sign the evaluation, indicating that she/he has seen and read it. An employee who disagrees with the evaluation may have an additional five work days to attach a written statement. Copies of the signed evaluation shall be provided to the employee and, with any written responses by the employee, placed in the employee's personnel file.

e. Materials used in evaluation shall be in accordance with the approved job description and the description of materials and methods of evaluation. These shall consist of the following materials:

(1) submitted by the employee;

(2) referred to in the employee's supporting materials requested in accordance with Article 33.2.c. above;

(3) gathered by the supervisor or employee to include the input of students, peers, or clients about the employee's performance based on assigned responsibilities; and

(4) in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment.

ARTICLE 34
RETENTION
(ACADEMIC SUPPORT PROFESSIONALS)
UNIT B

34.1. **Retention Procedures for Academic Support Professionals**

a. Each ASP (with the exception of 34.1.b. below) shall be evaluated annually by her/his supervisor. The evaluation shall occur between April 15 and May 15.

b. An evaluation in the first year of employment shall occur by the sixth month of employment.

c. Regardless of the date of initial appointment, the calculation of years of employment of ASPs will be based on a year of July 1 through June 30, provided, however, that

(1) an employee hired between July 1 and December 31 will enter her/his second year of service on the first July 1 of her/his service at the University.

(2) an employee hired between January 1 and June 30 will not enter her/his second year of service until the second July 1 of her/his service at the University.

(3) up to three years of prior service in a position at the University shall count as years of service.

d. An employee may be recommended for non-retention because of program need or unsatisfactory performance of assigned duties. An employee shall be considered to be on a continuous appointment unless recommended for non-retention.

e. If an employee's annual evaluation results in a recommendation for non-retention, the employee's immediate supervisor or department chair and dean or director, as appropriate, shall provide written reasons, based on the employee's official job description, and the approved statement of methods and materials of evaluation. The employee may forward the recommendation of the immediate supervisor or department chair and dean or director, for review by an Academic Support Professionals Appeals Committee.

The Academic Support Professionals Appeals Committee shall be composed of three bargaining unit members from Unit A and/or Unit B to include one member selected by the employee, one member selected by the supervisor/department chair, and the third selected by the first two members selected. The recommendations of the immediate supervisor or department chair and dean or director, and the Academic Support Professionals Appeals Committee, if applicable, and the materials submitted by the employee shall be forwarded to the

appropriate vice president for review and evaluation. The Vice President shall then present her/his recommendation to the University President who will then make the final determination.

f. Notice of non-retention shall be as follows (except for Article 34.2.a. below):

(1) In the first year of service in an ASP position in the bargaining unit, not later than three months prior to the termination date specified in the notice

(2) In the second, third, fourth, and fifth years of service in an ASP position in the bargaining unit, not later than six months prior to the termination date specified in the notice

(3) If an ASP in her/his sixth year of service or more receives notice of non-retention in accordance with this Article, she/he shall receive at least nine months of employment after the notice of non-retention is received

g. ASPs who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of non-retention as specified in Article 34.1.f. above if the funding for their position is reduced or eliminated. If such funding is reduced or eliminated, the employee shall be notified immediately. If the funding is continued and annual evaluation results in a recommendation not to retain an employee, the recommendation of nonretention must be based upon the reasons specified in Article 34.1.d., and the employee must be given notice in accordance with Article 34.1.f.

h. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for an employee whose position is eliminated because of a reduction in or elimination of funds.

i. If, within two years, the funding source reduction or elimination which resulted in the elimination of an ASP's position is restored to the University, the affected employee shall be offered reemployment in the restored position if the employee's final evaluation was satisfactory.

ARTICLE 35
NOTICE OF VACANT POSITIONS
UNIT B

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant professional positions. An employee who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview. If an employee is selected to fill a new or vacant position, her/his credit for years of service at the University shall not be affected.

ARTICLE 36
TRANSFER
UNIT B

36.1. The University may transfer an employee from one department/unit to another within Unit B as a result of reorganization or program need. At least 45 days prior to such transfer, the employee and the Union Chapter President shall be notified in writing of the intent to transfer. When transfer occurs within Unit B, an employee's faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, and eligibility for the compensable fringe benefits specified in Article 41 shall not be affected by the transfer.

36.2. An employee may, through her/his supervisor or department chair, dean or director, and appropriate vice president, submit a request to the University President for transfer within Unit B. Within 90 days of submission of her/his request to the supervisor or department chair, the employee shall receive notification in writing from the University President of the University President's decision. If the University President grants the request, the employee shall be transferred. An employee's faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, and eligibility for the compensable fringe benefits specified in Article 41 shall not be affected by transfer.

36.3. With the consent of the employee, the University may reassign an employee from Unit B to a position outside the bargaining unit. If the employee is subsequently reassigned to a position in a bargaining unit in the department in which her/his appointment is formally located, the employee's salary shall be no less than it would have been as a result of negotiated increases if the employee had remained in the bargaining unit (see Article 1.3.).

36.4. In the event that a transfer is anticipated, the probable receiving department(s)/unit(s) and dean shall be notified by the University President and asked to determine department/unit program needs and the qualifications necessary for any employee to transfer into the department. The University President shall also invite written comments from faculty of the receiving department in sufficient time to allow faculty responses prior to the transfer determination. The department shall be notified in writing of the University President's final decision. The Union Chapter President shall be kept informed throughout the process.

36.5. The University may transfer an employee from one WIU campus to another. Faculty and ASPs whose transfer is initiated by the University shall receive advance notice of one complete academic year of the intent to transfer. An employee whose transfer increases her/his one-way commute from home by 50 or more miles shall be eligible for relocation expenses consistent with existing University policy. This does not apply to employees temporarily reassigned.

Faculty and ASPs affiliated with academic programs that are moved from one campus to another may seek transfer under Article 36.

ARTICLE 37
DEPARTMENT/SCHOOL REORGANIZATION
UNIT B

37.1. **Notification of Intent to Reorganize**

When plans are undertaken to reorganize the department/unit, all affected employees shall be notified of such plans and given an opportunity to respond prior to the reorganization.

37.2. A supervisor shall meet with an employee who has been transferred into her/his department/unit as a result of reorganization within 30 days after the effective date of the reorganization to develop a description of the materials and methods which will be used to evaluate the employee's performance.

37.3. An employee's years of service, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 41 shall not be affected by a reorganization which results in the employee's transfer from one position to another within the bargaining unit.

ARTICLE 38
SANCTIONS
UNIT B

38.1. Sanctions may be imposed for violations of employment obligations or professional ethics as specified in Board or University policy, rules, and regulations or in this Agreement.

The University subscribes to the principles of progressive discipline, although there may be instances when summary action is justified (see Article 38.7. below).

38.2. When a sanction is being considered, a letter stating the problem (with any documentation), identifying possible sanctions, and providing notification that a formal meeting will be held, shall be sent by the department chair/immediate supervisor to the employee with copies sent to the dean, Academic Vice President, and Union Chapter President.

38.3. At the time of the formal meeting, the employee may choose to waive her/his right to have a Union Representative present. If the matter is resolved at this meeting, or at subsequent meetings agreed upon by both parties, the employee and the Union Chapter President shall be provided written notice of the nature of the resolution.

38.4. If the matter is not resolved at the formal meeting (in Article 38.3. above), the appropriate vice president shall send the employee written notice of the sanction as provided for in Articles 38.5. or 38.6. herein, with reasons, by certified mail, with a copy placed in the employee's personnel file.

38.5. Sanctions that may be imposed without a formal hearing include the following:

a. A letter of reprimand, which may be issued by the appropriate administrator. The employee may attach a statement in response to the letter of reprimand. This documentation shall be placed in the employee's personnel file.

b. Suspension up to two days, or a penalty equivalent to no more than two days' pay, imposed by the Academic Vice President. Documentation of this action shall be placed in the employee's personnel file.

38.6. Sanctions for which an employee is entitled to a formal hearing include the following:

a. Suspension for more than two days;

b. A penalty equivalent to more than two days' pay.

38.7. When, in the judgment of the University President, the presence of an employee presents a threat to the health or safety of the employee or other members of the University community or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University or its members, the University President, or designee, may suspend the employee pending the sanctioning process. Such suspension shall be with pay. The University President, or designee, may also direct that the member be removed and barred from University property.

38.8. Within two calendar weeks of the certified mail notification of a proposed sanction under Article 38.6., the employee has the right to request a hearing before a panel of peers (Associate Faculty or Academic Support Professionals). If no hearing is requested, any sanction shall be imposed by the University President.

38.9. **Formal Hearing**

a. If a sanction hearing panel is requested, the panel will then be selected by the University President and the Union Chapter President, or their designees, who will draw by lottery five names from a pool of peers (Associate Faculty or ASPs) employed at WIU for at least five years.

(1) This pool will consist of all members of either the Associate Faculty or the ASPs as applicable, who have been employed at the University for at least five years.

(2) The University President and the Union Chapter President will each have the right to veto five names.

b. The panel members will serve for the duration of the sanction hearing.

c. Every effort shall be made to adjust the schedule for hearings to accommodate the assignments of the employees on the panel. When not under contract, employees may be given compensation.

38.10. The hearing will be held within 30 days of the employee's request for a hearing. The hearing shall be attended by the Academic Vice President or designee, the appropriate administrator, the employee, a Union Representative, and legal counsel, if requested.

38.11. The panel shall review the reasons for the proposed sanction and any related documentation. The panel may request any additional information or witnesses deemed necessary. The burden of proof, at a standard of clear and convincing evidence, that a sanction is appropriate and warranted rests with the University.

38.12. The panel will submit its recommendation to the employee and to the University President within 10 working days of the last day of the hearing. The recommendation shall be based on the evidence presented at the hearing.

38.13. The University President shall submit her/his decision to the employee within 10 working days of receiving the panel's recommendation.

38.14. A record of any sanction imposed on an employee shall be placed in the employee's personnel file. The employee has the right to respond in writing to the written record of the sanction and also to have that response placed in her/his personnel file.

38.15. Records of previous disciplinary actions involving conduct of the same or similar nature may be used by the panel or University President in determining the appropriate sanction.

ARTICLE 39
TERMINATION
UNIT B

39.1. Termination of an employee may be effected for adequate cause, including violation of employment obligations or professional ethics as specified in Board or University policy, rules, and regulations, or in this Agreement. Termination is effected only by action of the Board of Trustees upon recommendation of the University President.

39.2. Before an employee is served a notice of intent to seek termination, reasonable attempts shall be made to resolve the matter informally. The University President or designee shall, when practicable, hold at least one meeting with the employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. This meeting will follow consultation with the appropriate administrators. The Union Chapter President shall be informed of this meeting, and a Union Representative shall, with the consent of the employee, be present at the meeting. The employee shall receive prior written notice of the purpose of the meeting, including identification of the topic(s) to be discussed. Additional meetings may beheld until either the employee or the University President, or designee, notifies the other in writing of her/his belief that further meetings will not be productive.

39.3. Within 10 days of notification by either the employee or the University President that further informal meetings will not be productive, the University President shall provide the employee written notification of one of the following:

a. No further action will be taken, and all references to the matter will be removed from the employee's personnel file;

b. No further action will be taken, but documentation pertaining to the matter will be left in the employee's personnel file;

c. A lesser sanction has been deemed appropriate, in which case a sanction hearing panel will be convened, if applicable and requested within two calendar weeks;

d. Specific remedial actions that are to be taken by the employee, the date by which these actions are to be taken, and the method for evaluating the success of the remedial actions;

e. The terms on which the matter is to be settled; or

f. Notice of intent to seek termination.

39.4. Notice of intent to seek termination shall include a statement of reasons.

39.5. Within 20 working days of receiving notification of intent to terminate, the employee has the right to request a formal hearing before a panel of five peers (Associate Faculty or Academic Support Professionals, as applicable).

a. The panel will be selected by the University President and the Union Chapter President, or their designees, who will draw by lottery five names from a pool of Associate Faculty or ASPs, as applicable.

(1) The pool will consist of all employees in the Associate Faculty or the ASPs, as applicable, who have been employed at the University for at least five years.

(2) The University President and the Union Chapter President will each have the right to veto five names.

b. Every effort shall be made to adjust the schedule for hearings to accommodate the assignments of the employees on the panel. When not under contract, employees serving on the panel may be given compensation.

39.6. A hearing must be held within 90 days of the employee's request for a hearing. The hearing shall be attended by the appropriate vice president or designee, the appropriate administrator(s), the employee, a Union Representative, and legal counsel, if requested. If legal counsel is present at the request of the University, the expense will be paid by the University; if legal counsel is present at the request of the employee, the expense will be paid by the employee. Notice of this hearing shall be given to the employee and the Union. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses. The burden of proof that there is adequate cause for termination rests with the University and shall be satisfied only by clear, convincing evidence in the record considered as a whole. The University shall employ a certified court reporter to provide an official record of the hearing, a copy of which shall be provided to the employee.

39.7. The panel shall review the reasons for the proposed termination and any related documentation. The panel may request any additional information or witnesses they deem necessary.

39.8. The panel will submit its recommendation to the employee and to the University President within 15 working days of the last day of the hearing. The panel may determine that there is, or is not, adequate cause for termination; if a sanction less than termination is found appropriate, the panel may make such recommendation (see Article 38). All recommendations shall be supported with reasons based on the evidence presented at the hearing.

39.9. The University President shall submit her/his recommendation to the employee by certified mail within 30 calendar days of receiving the panel's recommendation. The University President's recommendation, along with that of the panel, shall be delivered to the Board for final action.

39.10. The Board shall be provided copies of all official notifications, recommendations, and accompanying documentation.

39.11. The Board will notify the employee of its decision within 60 days of receipt of the University President's recommendation.

39.12. An employee served with notice of termination may be suspended with compensation or reassigned by the University President if she/he is of the opinion that the employee's presence in her/his appointed position constitutes a threat of health, safety, or bodily harm or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of the University members individually or collectively, or harm to property. The University President, or designee,

may also direct that the employee be removed and barred from University property. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to her/ his appointed position.

39.13. Records of previous disciplinary actions involving conduct of the same or similar nature may be used by the panel or University President.

ARTICLE 40
STAFF REDUCTION PROCEDURES
UNIT B

40.1. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.

40.2. If the Board decides it is necessary to lay off employees according to this Article, the factors which will be considered are length of full-time service at the University, including approved leaves; length of full-time service in the department/unit, including approved leaves; educational qualifications; professional training; and professional experiences. The layoff of employees shall be in the order listed below:

a. Temporary employees

b. Employees based on seniority for ASPs, seniority within the roster for Associate Faculty, and program need

40.3. The University shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee prior to the effective date of her/ his layoff. The results of such effort shall be made known to the person affected. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 36, or retraining pursuant to Article 41.

40.4. A laid-off employee who accepts such other bargaining unit employment shall, with Board approval, retain accumulated rights or benefits.

40.5. An employee shall be given the same notice in the event of a layoff as would be given in the event of non-renewal of her/his appointment. In cases of extreme and immediate financial exigency, notice requirements will not apply and layoffs may be effective immediately.

40.6. a. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the Academic Vice President to establish: (1) the description of the employee's position at the time she/he was given notice of layoff, and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience.

b. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this Article should be sent by certified mail and must be accepted within 30 calendar days, such acceptance to take effect no later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the University shall have no further obligation to the employee.

c. During the three-year period specified in Article 40.6.b. above, notice of bargaining unit employment opportunities at the University for which the employee is qualified shall be sent to the employee at her/his last known address. If the employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the employee fails to apply for the opportunity within 15 days from the date the notice is sent to the employee, or if the employee is not offered reemployment, her/his name shall remain on the layoff list for the remainder of the period specified in Article 40.6.b. above.

d. An employee who has been laid off and who accepts reemployment in a bargaining unit position at the University shall, upon reemployment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.

40.7. An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or SURS so permit.

ARTICLE 41
COMPENSABLE FRINGE BENEFITS
UNIT B

41.1. During the terms of this Agreement, employee benefit programs (e.g., health, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, Illinois Compiled Statutes, 5 ICLS, 375/1 et. seq., as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Western Illinois University. Changes or modifications to benefits, benefit levels, or the types of employee benefit packages that may be offered is the exclusive right of CMS. The costs for participation in any of the employee benefit programs that CMS determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee. This Article is subject to renegotiation pursuant to the provisions of Article 15.1.

41.2. Administrative Leave (applies only to Unit B Faculty)

a. Eligibility

An Administrative Leave is granted at the discretion of the University President. An employee may receive an Administrative Leave only after completing at least five years of full-time service at the University. An Administrative Leave shall not be awarded to the same employee more than once in every seven academic years, and Administrative Leave time shall not be cumulative.

b. Uses

Administrative Leave may be used for Professional growth.

c. Availability

The number of Administrative Leaves will not exceed one at any given point in time.

d. Procedures

Administrative Leave proposals shall be reviewed according to procedures established by the University. The University President may deny a request for an Administrative Leave on the grounds that the proposal does not advance the professional development of the applicant. Within 10 working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the employee who submitted the proposal.

e. Priority

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

f. Terms

The term of Administrative Educational Leave shall be either a one semester 50% assignment, or a full academic year at 50% assignment. Preference will be given to the one-semester leaves.

g. Conditions

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

h. Report of Administrative Leave

By the end of the first semester following the administrative leave, the employee shall file a written account of activities and accomplishments as related to the goals and objectives stated in the administrative leave proposal with the supervisor, dean (if appropriate), and appropriate vice president. The report shall include (1) a summary of the project/work accomplished, and (2) progress toward and/or completed outcomes as stated in the proposal. The Academic Vice President shall mark the report complete/incomplete. The employee will have an opportunity to rewrite an incomplete report and resubmit it within 30 days. A report that remains incomplete may result in the individual not being eligible for future administrative leaves. All reports shall be placed in employees' personnel files and in the University Archives.

41.3. Administrative Educational Leave (applies only to ASPs)

a. Eligibility

An Administrative Educational Leave is granted at the discretion of the University President. An employee may receive an Administrative Educational Leave only after completing at least five years of full-time service at the University. An Administrative Educational Leave shall not be awarded to the same employee more than once in every seven academic years, and Administrative Educational Leave time shall not be cumulative.

b. Uses

Administrative Educational Leave may be used for the following purposes:

(1) Study and research;

(2) Professional growth related to the ASP's responsibilities as described in the official job description.

c. Availability

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

d. Procedures

Administrative Educational Leave proposals shall be reviewed according to procedures established by the University. The University President may deny a request for an Administrative Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within 10 working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the employee who submitted the proposal.

e. Priority

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

Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of the number of years since the employee's last Administrative Educational Leave.

f. Terms

The term of Administrative Educational Leave shall be either one semester at full pay or two semesters at half pay.

g. Conditions

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

h. Report of Administrative Leave

By the end of the first semester following return to the University from administrative leave, the employee shall file a written account of activities and accomplishments as related to the goals and objectives stated in the administrative leave proposal with the supervisor, dean (if appropriate), and appropriate vice president. The report shall include: (1) a summary of the project/work accomplished; (2) progress toward and/or completed outcomes as stated in the proposal; (3) an updated vita; and (4) a discussion of future benefit resulting from the leave. The Academic Vice President shall mark the report complete/incomplete. The employee will have an opportunity to rewrite an incomplete report and resubmit it within 30 days. A report that remains incomplete may result in the individual not being eligible for future administrative leaves. All reports shall be placed in employees' personnel files and in the University Archives.

41.4. **Retraining Leave**

a. The University President, at her/his discretion, may grant a retraining leave to an eligible employee for the purpose of acquiring new skills for the benefit of the University.

b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave.

Applications submitted pursuant to Article 40, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.

c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President after recommendation by the employee's immediate supervisor and/or department chair, dean and/or director, and appropriate vice president as applicable. Compensation for retraining leaves shall be at no less than half pay.

d. Each employee who is granted a retraining leave shall agree to serve the University for at least three academic years after the completion of the leave and shall give a judgment note to the Board of Trustees for the amount of the retraining leave. This judgment note is to be cancelled at the end of the required period of service or at the permanent disability or death of the employee, or if the employee is non-retained.

e. Upon completion of a retraining leave, an employee shall file a written account of retraining activities and accomplishments with the appropriate vice president. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 36, Transfer.

f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave.

g. Time spent by an ASP on a retraining leave will not be credited for the purpose of determining eligibility for Administrative Educational Leave.

41.5. **Parental Leave**

a. Effective FY19, an employee may take up to six consecutive weeks of parental leave at full pay commencing with the birth or adoption of her/his child (these days will not be deducted from sick leave). In the case of adoption, parental leave begins with the date the parent takes possession of the child.

b. An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993 (FMLA). Parental leave taken will automatically be counted toward the 12 weeks allowed under the FMLA for eligible employees. Should an employee be eligible for FMLA leave for the birth or adoption of her/his child, earned personal days, vacation, or sick leave may be substituted for unpaid FMLA leave. If both parents work for the University and FMLA is invoked, the combined total for both parents through the FMLA is 12 weeks. Employees are encouraged to review the entire FMLA for other benefits that may apply to them.

c. Each employee who is granted a Parental Leave shall agree to serve at the University for one year after the completion of the Parental Leave and shall give a judgment note to the University for the amount of the Parental Leave. This judgment note will be cancelled at the end of the required year of service or upon the permanent disability, severe illness that requires an employment leave, death of the employee, cessation of employment due to an administrative decision, or in the event of a permanent disability or severe illness of the child that necessitates the employee to discontinue or take leave of his/her employment. In the event that the employee serves a portion of an academic year, then she/he shall be charged a prorated amount of the judgment note.

d. Upon a positive recommendation from an employee's department chair and dean, she/he may negotiate with the Academic Vice President workload and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to two semesters after, or consistent with, 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 "full" semester increments. If an employee is granted less than 100% employment after, or consistent with, the birth of a child, four weeks of that employment shall be compensated at full salary (consistent with Article 27.4.a. above). The retention, tenure, promotion, sabbatical, and clock shall stop while the employee is on this less than full-time status unless the employee requests and is granted approval from the Academic Vice President to include the evaluation year. A request to count the 75% evaluation year must be submitted by the end of the fourth week after her/his return to full-time employment.

41.6. **Annual Leave**

a. An ASP or Associate Faculty member who is employed on a 10-, 11-, or 12-month contract and who is assigned to work 37.5 hours per week shall earn annual leave at the rate of two days per month during each month or fraction thereof of service in full pay status unless they receive the same fall, winter, and spring breaks as faculty on a normal academic schedule. Employees on less than a 10-month contract shall not be eligible for annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of vacation leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leavein excess of three days shall be submitted to the employee's supervisor at least 30 days in advance of the date on which the employee wishes to begin leave.

c. A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate vice president and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

d. Deductions of annual leave shall not be made for any Board-approved holiday or administrative closure days. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with Article 32.

41.7. **Military Leave**

a. 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, while under contract, including the following:

(1) Basic training;

(2) Special or advanced training, whether or not within the State, and whether or not voluntary; and/or

(3) Annual training.

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

c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. The amount of compen-

sation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Articles 41.7.a. and 41.7.b.

41.8. **Sick Leave**

a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to 20 days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, domestic partner, or child. Upon approval of the appropriate vice president, an employee may use additional accrued sick leave for such absences. In the case of an employee where a grandparent, parent (including in-laws), spouse, domestic partner, or child or, with approval, a brother/sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. The leave does not need to be continuous, but the employee must provide advance notice to the employee's immediate supervisor, when possible.

b. Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.

c. Nothing herein shall be construed to prevent or limit a University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick leave days used will be prorated until the employee is able to return to full-time status.

d. An employee may accrue sick leave during the term of employment up to a maximum of 360 work days. An employee who accrues the maximum will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum. An employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.5 days per month, provided that the sick leave balance of such employee remains at the maximum by the deduction there from of not more than 1.5 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum. This provision becomes effective for Associate Faculty on September 1, 1996; these employees shall retain any previously accrued sick leave.

e. An employee, while in pay status, shall earn non-cumulative sick leave at the rate of 10 days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment. Employees, while under contract, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee on part-time appointment shall earn sick leave on a pro rata basis.

f. Upon cessation of employment for at least 30 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, through December 31, 1997.

g. The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following:

(1) The number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 41.8.e. above minus any days, or fractions thereof, of accrued sick leave used by the employee

(2) The number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Article 41.8.e. above after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.

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

Pursuant to Public Act 92-0599 and subsequently upon the employee's request, unused sick leave that can be used for sick leave buy-out will be paid at the current rate of earning as part of earnings from the University during the period of up to two years of employment prior to retirement, subject to the 20% limitation and the guidelines set by SURS. The employee must submit an irrevocable "election to retire" prior to receiving this benefit. In the event that Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid as part of earnings from the University during the period of up to two years of employment prior to retirement unless a new agreement allowing such payment is negotiated by the University and UPI. Employees already receiving the benefit at the time of the repeal or amendment of Act 92-0599 will continue to do so.

i. Upon recommendation of the appropriate vice president, the University President may grant an employee a leave with full pay for a period not to exceed 60 calendar days if the employee

(1) has completed at least three full academic years of service at the University;

(2) has exhausted all sick leave benefits under the terms of this Agreement;

(3) is a participant in SURS;

(4) is entitled to and has applied for disability benefits under SURS.

j. For Associate Faculty, sick leave must be taken in units of no less than one-half day. For ASPs, sick leave must be taken in units of one-tenth of an hour. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed by the University and provided to each employee. An employee on sick leave will remain in that status until she/he informs the University that she/he is able to return to work.

k. Sick leave may be used only during the term of an employee's period of appointment. Deductions of sick leave shall not be made during any Board-approved holiday. One day of sick leave shall be deducted for each day the employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week unless the employee is scheduled for more than five days.

l. Sick Leave Bank: An employee choosing to participate in the University's Sick Leave Bank may draw additional sick leave days under the terms and conditions of the University's Sick Leave Bank Policy as it exists at the time of ratification of this Agreement. A Union-appointed Representative will be a member of the committee established to administer the program.

41.9. **Personal Leave**

Up to five days of sick leave per year may be used for personal days. All requests for personal leave must be submitted prior to the leave being taken. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must receive approval from the employee's supervisor prior to the leave being taken.

41.10. **Professional Meetings and Work-Related Travel**

a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.

b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

41.11. **Terminal Care and Bereavement Leave**

a. In the case of an employee where a grandparent, parent (including in-laws), spouse, domestic partner, or child or, with approval, a brother/sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. The leave does not need to be continuous, but the employee must provide advance notice to the employee's immediate supervisor, when possible.

b. Leave with pay of up to five consecutive days per occurrence will be granted to an employee in the event of the death of a member of the employee's immediate family or a relative. Bereavement leave may only be used during the term of an employee's contract. Bereavement leave shall be taken in not less than one-half day increments and may not be accrued. In the event of a loss of a spouse, domestic partner, parent, in-law, or child, an employee is eligible for 10 days of bereavement leave.

c. Upon approval by the appropriate vice president. An employee may use accrued sick leave for bereavement leave in excess of five or 10 days.

41.12. **Leave for Court-Required Service**

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any state or federal administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (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 University is a defendant or respondent.

41.13. **Educational Benefits**

a. A full-time employee may enroll for credit at the University for a maximum of two courses or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.

b. A part-time employee may enroll for credit at the University for a maximum of one course or three credit hours, whichever is greater, in any academic term during which she/he is employed, with exemption from the payment of tuition and fees.

c. The natural, adopted, foster, or step-children, or the spouse/domestic partner of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

41.14. **Benefits While on Compensated Leave**

a. An employee on compensated leave may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in SURS if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or SURS so permit.

b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect non-discretionary increases which the employee would have received if not on leave.

41.15. **Previously Accrued Leave**

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

b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Articles 41.8.g. and 41.8.h. above.

41.16. **Post-Retirement Employment**

Following retirement, an employee who returns to University employment is not a member of the bargaining unit.

ARTICLE 42
SALARY
UNIT B

42.1. **Basic Increase**

a. There shall be no basic salary increase for 2017-2018.

b. For 2018-2019, employees who deferred 3% of their base salary per the Deferral Memorandum of Agreement shall have the deferred amount restored to their base salaries.

c. For 2019-2020, the salaries of all employees and the minima lanes will be reduced by 2%.

d. Salaries and minima lanes will be frozen for the remainder of the term of the 2017-2021 Agreement.

e. Provided, however, either the Union or the University may request, by October 1, 2020, to reopen the Agreement to discuss base salaries to be effective in 2020-2021. Either party may request an extension of the reopener date due to the failure to receive an approved annual state appropriation prior thereto. In addition, should the legislature appropriate funds specifically for salary increases, the parties will meet to discuss the applicability to the bargaining unit.

f. Effective for the 2017-2021 academic years (beginning July 1, 2017, for ASPs and 12-month employees), salary minima will be as specified in Articles 43.1. and 43.2. Associate Faculty who have earned promotion to Associate Instructor or Senior Instructor will be granted an increase as specified in 43.3.

g. If an employee signs, prior to December 15, 2018, an irrevocable election agreement to retire prior to June 30, 2020, the employee will be exempt from the new contract wage and minima reductions under the current contract (WIU/UPI 2017-2021 Agreement).

h. Unpaid leave days taken by some ASPs per the Memorandum of Understanding Deferral Agreement end effective June 30, 2018.

ARTICLE 43
ADDITIONAL COMPENSATION
UNIT B

This Article shall be in effect from the first day of the Fall 2017 contract (July 1, 2017, for Academic Support Professionals), through June 30, 2021.

43.1. **Salary Minima for Associate Faculty**

The following minimum monthly salary shall be paid to a full-time Associate Faculty member who, as of the first day of fall 2018 (and continued through each of the subsequent years, as appropriate), possesses the specified degree or has the specified status/rank and is in the specified year of employment (*at 50% or more each year) in a professional position at the University as follows:

	Employment Years*	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Master's/	2-6	$3,812	$3,812	$3,736	$3,736
Instructor	7-9	$4,356	$4,356	$4,269	$4,269
	10-12	$4,901	$4,901	$4,803	$4,803
	13-15	$5,261	$5,261	$5,156	$5,156
	16-18	$5,623	$5,623	$5,511	$5,511
	19-21	$5,913	$5,913	$5,795	$5,795
	22+	$6,196	$6,196	$6,072	$6,072
Master's	2-6	$3,975	$3,975	$3,896	$3,896
Plus 30 /	7-9	$4,529	$4,529	$4,438	$4,438
Assoc.	10-12	$5,082	$5,082	$4,980	$4,980
Instructor	13-15	$5,452	$5,452	$5,343	$5,343
	16-18	$5,823	$5,823	$5,707	$5,707
	19-21	$6,117	$6,117	$5,995	$5,995
	22+	$6,406	$6,406	$6,278	$6,278
Terminal/	2-6	$4,069	$4,069	$3,988	$3,988
Senior	7-9	$4,807	$4,807	$4,711	$4,711
Instructor/	10-12	$5,175	$5,175	$5,072	$5,072
Asst. Prof	13-15	$5,545	$5,545	$5,434	$5,434
	16-18	$5,914	$5,914	$5,796	$5,796
	19-21	$6,209	$6,209	$6,085	$6,085
	22+	$6,499	$6,499	$6,369	$6,369

These minimum salaries shall apply pro rata to employees whose appointments are less than full time.

*The minima schedule for the 2017-2018 academic year previously reflected the "completed years of service" as opposed to "in the years of employment". The change does not impact when Associate Faculty move lanes but was intended to eliminate confusion.

** Associate Faculty employed at the beginning of contract year 2018 (July 1, 2018) will be placed on the salary lane tied to their current degree or title, whichever is greater. Instructor will remain an Instructor. Associate Faculty who have achieved the rank of Senior Associate will be placed in the Associate Instructor title. Associate Faculty who have achieved the rank of Assistant Professor remain in the title of Assistant Professor.

43.2. **Salary Minima for Academic Support Professionals**

The minimum monthly salary shall be awarded to an employee who, as of July 1, 2017 (and continued through each of the subsequent years, as appropriate), holds the specified degree, serves in a position designated by the appropriate vice president as a position requiring or preferring that specified degree, and is in the specified year of employment at the University in a professional position as follows:

	Employment Years	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Bachelor's	1-4	$3,208	$3,208	$3,144	$3,144
	5-7	$3,544	$3,544	$3,473	$3,473
	8-10	$4,086	$4,086	$4,004	$4,004
	11-13	$4,632	$4,632	$4,539	$4,539
	14-16	$4,904	$4,904	$4,806	$4,806
	17-20	$5,082	$5,082	$4,980	$4,980
	21+	$5,388	$5,388	$5,280	$5,280
Master's	1-4	$3,655	$3,655	$3,582	$3,582
	5-7	$3,980	$3,980	$3,900	$3,900
	8-10	$4,450	$4,450	$4,361	$4,361
	11-13	$4,993	$4,993	$4,893	$4,893
	14-16	$5,536	$5,536	$5,425	$5,425
	17-20	$5,992	$5,992	$5,872	$5,872
	21+	$6,266	$6,266	$6,141	$6,141
Terminal	1-4	$3,906	$3,906	$3,828	$3,828
	5-7	$4,086	$4,086	$4,004	$4,004
	8-10	$4,632	$4,632	$4,539	$4,539
	11-13	$5,176	$5,176	$5,072	$5,072
	14-16	$5,719	$5,719	$5,605	$5,605
	17-20	$6,170	$6,170	$6,047	$6,047
	21+	$6,439	$6,439	$6,310	$6,310

These minimum salaries shall apply pro rata to employees whose appointments are less than full time.

Should a current employee seek a higher degree that would result in the employee being placed in a higher minima lane, prior approval should be obtained from the appropriate vice president stating her/his approval that said higher degree will enhance the performance of the employee's duties. With this approval, the employee may be placed in the higher minima lane after earning the higher degree. Any dispute regarding the value of the higher degree and the placement of the employee in the minima table can be appealed to the University President.

43.3. **Promotion for Associate Faculty**

In addition to the salary increase specified in Article 42, the Board will grant a promotion increase for Associate Instructor and Senior Instructor Faculty:

Promotion	2017-18	2018-19	2019-20	2020-21
Associate Instructor	$91	$91	$150	$150
Senior Instructor	$91	$91	$150	$150

43.4. **Professional Achievement Awards**

Professional Achievement Awards (PAA) have been discontinued. However, all minima adjustments under this contract shall be implemented before PAA are applied and after all other increases have been awarded.

43.5. **Initial Appointment**

A person who receives an initial appointment to a position in the bargaining unit shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in this Article, as appropriate.

43.6. **Summer Session Salaries**

a. A Summer Session assignment shall be compensated on the basis of the employee's monthly salary for May of the immediately preceding year.

b. An employee shall receive 85% of one month's salary for a course assignment of three academic credit equivalents (ACEs). Three ACEs (or four, in the case of a 4 sh course) shall be considered a full load and shall be compensated with 85% of one month's salary. Colleges may determine overload compensation for a second course assignment at a uniform rate above that stated in Article 29.8.

c. For classes with low enrollment (below 10 for undergraduate students and below 5 for graduate students), the University may choose, with the agreement of the faculty member, to offer the course as tutored study (see Article 18.6.) and pay the faculty member $75 per student credit hour. (This rate shall not apply if there is an Academic Vice President-approved enrollment cap at or

below these limits.) Enrollment figures will be determined at the end of the second day of each Summer Session. The University retains the right to cancel courses for insufficient enrollment determined on the basis of previously established enrollment criteria.

d. Internship supervision will be compensated based on the ACEs specified in the faculty member's DWE document.

e. The separate travel stipend (Article 43.10.) will be paid to all faculty commuting to teach off-campus courses.

f. Compensation for non-teaching assignments shall be in accordance with 43.6.a. If less than 3 ACEs, the salary will be pro-rata.

43.7. **Grant/Contract Salaries**

If an employee is assigned work on a funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the appropriate vice president, after consultation with the department chair or director and dean. For all such grant or contract work so excluded, an employee may earn up to a total of 40% of her/his basic monthly salary in each month they are on contract in a 12-month period. This amount shall be in addition to the employee's basic salary. This Article shall not apply to grant or contract work performed during sabbatical leave.

43.8. **Counteroffer**

ASPs and Associate Faculty may apply for a counteroffer.

a. The University President may approve a salary increase to retain an employee who has received a bona fide offer of other employment from another university which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this Article shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.

b. The effective date of the increase provided in Article 43.8.a. above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the University President.

c. An employee shall not be eligible to receive a salary increase under Article 43.8.a. above until her/his fourth year of full-time employment at the University. An employee who receives an increase under Article 43.8.a. above will not be eligible to receive another such increase.

d. An employee who receives an increase under 43.8.a. above shall be eligible for the increases specified in Article 43.2. if the employee is otherwise eligible for the increase under the terms of the Article and under the terms of Article 42.2.

e. An employee who receives an increase under Article 43.8.a. above shall be eligible to receive the difference between the increase under Article 43.8.a. above and the increase specified in Article 42.1. if:

(1) the increase under Article 43.8.a. above is less than the increase specified in Article 42.1; and/or

(2) the employee is otherwise eligible for the increase specified in Article 42.1. under the terms of Article 42.2.

f. Each employee who receives a salary increase under 43.8.a. above, shall agree to serve the University for at least two academic years subsequent to the academic year in which the increase is received and shall give a judgment note to the Board of Trustees for the amount of the increase, said judgment note to be cancelled at the end of the required period of service or at the permanent disability or death of the employee.

g. Within 30 days after the approval of an increase under Article 43.8.a. above a report shall be submitted to the Union Chapter President and the appropriate vice president. The report shall contain the name of the employee to be awarded such an increase, a copy of the offer received by the employee, and the amount of the increase. In the event the offer has not been in writing and if the offer has been from an academic institution, the report shall include the name of the official with whom the University President has verified the offer.

h. The approval of or failure to approve an increase under Article 43.7.a. above shall not be subject to the grievance procedure specified in Article 6. The Union may file a grievance concerning any other aspect of Article 43.7. The grievance must be filed within the time limit for filing a grievance specified in Article 6.11.b.(1).

43.9. **Transfer and Reassignment Adjustments**

The University may adjust an employee's salary based upon transfer or reassignment in accordance with Articles 43.9.a. and 43.9.b. below. An employee may request an adjustment by notifying in writing the appropriate vice president of the desired adjustment. The employee may include endorsement by her/his supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next term of employment. If the request is denied, the employee will be so notified, in writing, by the appropriate vice president. Such request shall not be unreasonably denied:

a. The salary of an ASP who assumes a position with expanded responsibilities may be increased to a level comparable to the salaries of other employees with comparable responsibilities.

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

43.10. **Overload**

An employee who is assigned duties in excess of 24 ACEs in an academic year shall be compensated for excess ACEs at the rate of $1,000 per ACE. (For overload during the Summer Session, see Article 29.11.b.)

43.11. **Off-Campus Travel Compensation**

Unit A compensation rates (Article 29) are applicable to Unit B employees teaching courses for which the compensation applies.

43.12. **Supplemental Pay**

Supplemental pay is defined as compensation to contractual employees above their primary contract with the University for work performed outside their primary duties and work hours, excluding grants and contracts (as discussed in Article 29.5.). Supplemental assignments are voluntary in nature. Annually, the Academic Vice President will review and consult with the Union Chapter President regarding all supplemental assignments for bargaining unit members in the past year.

ARTICLE 44
WESTERN ENGLISH AS A SECOND LANGUAGE (WESL)
UNIT B

44.1. **WESL Employee Appointments**

a. All WESL instructors shall be accorded the same rights and responsibilities as Unit B Associate Faculty. All appropriate Unit B Associate Faculty Articles and sections in the 2017-2021 WIU/UPI Agreement shall apply to WESL instructors unless modified by the sections below.

44.2. **WESL Instructor Appointments**

a. The appointment of a WESL instructor shall be contingent upon program need; position on the seniority list; and availability of funding from contracts, grants, and educational contracts (to include tuition paid by or for WESL students). Employees shall be compensated at a rate specified in Article 42.

b. Each academic year, the University will seek to provide appointments to WESL instructors for two semesters, subject to the availability of funding (see Article

44.2.a.). Upon request, the Union shall be provided with written reasons for any appointment that is less than the period provided above.

44.3. **Assignment of Duties for WESL Instructors**

a. The professional obligation of a WESL instructor consists of assigned Teaching/ Primary Duties, which will be specified in the letter of appointment and will receive an academic credit equivalent (ACE) value.

The assigned obligation of a WESL faculty member shall be 18 to 24 ACEs (based on 16-week semesters) for the academic year. The ratio of ACEs to clock hours shall be 2⁄3 ACE for each hour per week unless modified in a Department Workload Equivalents (DWE) document. ACEs may also be assigned for other duties as defined in the DWE document. It is understood that the assignment of duties shall not increase nor decrease as a result of this change in classification from ASP to Associate Faculty. Consequently, among other assignments, no more than four classes may be assigned in any one semester to a WESL instructor without instructor consent. In conjunction with WESL administration and following the procedures for DWE creation, WESL courses may be defined with a DWE with an appropriate indication of ACEs.

44.4. **Summer Workload**

Summer full-time load will be defined as performing similar duties and working similar hours as those in the fall and spring semesters. A full month of performing these duties and hours shall be compensated with a 85% of a full month's pay. These duties will be no more than those expected in the academic year for a full month employment. In other words, a WESL instructor employed during the summer may be assigned between 13.5 and 18 hours per week. (See Article 43.5. for Summer Salary.)

44.5. **Department Workload Equivalents**

DWEs not specified in this Article will be developed by the WESL director in collaboration with the WESL faculty. A minimum of one departmental meeting will be devoted to seeking input from faculty and to the development of the DWE. Minutes will be taken at this meeting. All faculty members of the department/unit will be given the opportunity to vote to recommend to approve or disapprove the final DWE document. Upon completion, the WESL director will forward the proposal, the results of the vote, and a summary of the faculty comments to the director of International Programs. After reviewing the proposed workload equivalents, the faculty vote, and the faculty comments, the director of the School of Distance Learning, International Studies, and Outreach will forward the WESL director's recommendations, the faculty vote, and the faculty's comments, together with the director's recommendations, to the Academic Vice President. Final approval rests with the Academic Vice President after discussion with the director and with the Union Chapter President. Approved copies will be sent to the director of the School

of Distance Learning, International Studies, and Outreach; the WESL director; faculty; and the Union Chapter President.

44.6. Additional Salary Agreements (see Articles 42 and 43 for Salary and Additional Compensation)

a. Commencing with the 2012-2013 academic year, all WESL faculty will fall under the Associate Faculty minima and all other compensation language.

ARTICLE 45
UNIT B CIVIL SERVICE EMPLOYEES
UNIT B

45.1. No provision in this Agreement shall diminish any rights or benefits provided by Civil Service for Civil Service employees.

45.2. Civil Service employees will retain annual leave, sick leave, and bereavement leave benefits under Civil Service provisions.

45.3. Civil Service employees will receive the Unit B salary increases negotiated in this Agreement.

45.4. Civil Service employees will follow Unit B timelines and evaluation criteria and procedures.

45.5. Where procedures differ between Civil Service and Unit B (including, but not limited to, sanctions, termination, and grievance articles), any Unit B Civil Service employee initiating or subject to such procedures may choose which to follow: Civil Service or Unit B Agreement procedures.

APPENDIX A

CERTIFICATION OF REPRESENTATIVE

ELECTION ADMINISTRATOR
525 West Jefferson, Suite 200
Springfield, Illinois 62702

In the Matter of:	:	
	:	
AFT Faculty Federation—BOG,	:	
Petitioner,	:	
	:	
and	:	
	:	
American Association of University	:	Board of Governors
Professors, Board of Governors	:	Representation
Universities (AAUP),	:	Election
Intervenor,	:	
	:	
and	:	
	:	
Board of Governors of State Colleges	:	
and Universities,	:	
Employer.	:	

CERTIFICATION OF REPRESENTATIVE

An election by secret ballot having been conducted in the above matter under the supervision of the undersigned; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objection having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided in the Board of Governors Regulations for Collective Bargaining by Academic Employees, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for AFT FACULTY FEDERATION—BOG and that, pursuant to Section 4.14 of Board of Governors Regulations for Collective Bargaining by Academic Employees, the said employee organization is the exclusive representative of all the employees in the unit set forth below.

UNIT: Shall include all academic employees employed as of September 15, 1976, at Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University, and Western Illinois University, the universities under the jurisdiction of the Board holding full-time appointments as faculty, librarians, counselors, and learning services staff, at the ranks of instructor, assistant professor, associate professor, professor, and, at Governors State University only, university professor.

The voting unit shall not include: (1) employees who hold visiting, clinical, adjunct, affiliate, emeritus, or less than full-time faculty appointments; (2) employees who are employed on a temporary contract or whose positions are primarily funded from

sources other than state appropriations to the Board of Governors universities; (3) students holding appointments as undergraduate or graduate assistants; (4) residence hall counselors and staff, intercollegiate athletic coaches whose principal duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department chairpersons, or any person employed in an administrative capacity; and (5) confidential, managerial, or supervisory employees as defined in the Board of Governors Regulations for Collective Bargaining by Academic Employees and all other employees.

Signed at Springfield, Illinois,
on the third day of November, 1976.

Cyrus A. Abramson
Election Administrator

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APPENDIX B

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	:	
	:	
Board of Governors of State Colleges and Universities, Employer,	:	
	:	Case No. 85-VR-0004-C
and	:	
	:	
University Professionals of Illinois, BOG Council, Local 4100, American Federation of Teachers, Petitioner.	:	

CERTIFICATION OF REPRESENTATIVE
PURSUANT TO NOTIFICATION OF VOLUNTARY RECOGNITION

The employee organization, named below, having established its majority in a unit appropriate for the purpose of collective bargaining, and the employer, having met all the requirements of Section VII(B) of the Illinois Educational Labor Relations Act, and no other interested employee organization having timely petitioned the Illinois Educational Labor Relations Board (the "IELRB") to seek recognition as the exclusive representative of employees in the following unit:

NOW, THEREFORE, pursuant to authority vested in the undersigned by the IELRB, University Professionals of Illinois, BOG Council, Local 4100, AFT, AFL-CIO, an employee organization, is certified as the exclusive representative of the employees in the unit set forth below, found to be appropriate for the purpose of collective bargaining unit:

See attached.

Signed at Chicago, Illinois,
on the 3rd day of April, 1985.

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD

By:
Robert Perkovich, Executive Director

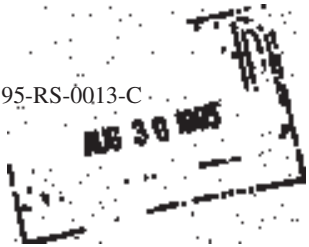
IL 548-0045

APPENDIX B

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	
Board of Governors of State Colleges and Universities, Employer,	
and	
University Professionals of Illinois, BOG Council, Local 4100, IFT/AFT, AFL/CIO, Petitioner.	

Case No. 95-RS-0013-C



CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned by Illinois Educational Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for University Professionals of Illinois, Local 4100, IFT/AFT, AFL/CIO, and that, pursuant to Sections 2(c) and 8 of the Illinois Educational Labor Relations Act, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: See attachment.

Signed at Chicago, Illinois,
on the 1st day of August, 1995.
Issued: August 29, 1995.

Julie K. Hughes /es

Illinois Educational Labor Relations Board
Julie K. Hughes, Acting Executive Director

IL 548-0018

APPENDIX B

Case No. 85-VR-0004-C (April 3, 1985)

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

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

SUBGROUP A: Academic advising, personal and career counseling, and career placement.

SUBGROUP A.1. Academic advisement and counseling and related testing:

Academic Advisor, Counselor.

SUBGROUP A.2. Entrance, placement, and career counseling and advisement.

Admissions Counselor; Assistant to Dean, Graduate Studies; Assistant to Dean, College of Business; Occupational Information and Placement Counselor; Assistant to Director, International Programs; Director, Foreign Student Admissions; Foreign Student Advisor; Certification Officer.

SUBGROUP B: Specialized academic programs.

SUBGROUP B.1. Non-traditional academic programs involving specialized segments of the student population:

Director of Independent Studies; Coordinator, Academic Services; Administrative Assistant, Academic Services; Lecturer, WESL Institute; Assistant Director of Credit Extension; Assistant to the Director of the Library.

SUBGROUP B.2. Continuing education:

Assistant to Dean, Continuing Education.

SUBGROUP C: Inter and intradepartment resource, research, and program support.

APPENDIX B

SUBGROUP C.1. Research and resource support including internships: Geologic Museum Curator; Associate Sponsored Project Administrator; Assistant Sponsored Project Administrator.

SUBGROUP C.2. Program support.

Radio Operations Manager; Director, Casa Latina; Director, Gwendolyn Brooks Cultural Center.

Case No. 95-RS-0013-C (August 1, 1995)

SUBGROUP D: Instructional Technology support and Civil Service.

Associate Director for Television; Library Operations Assistant; Producer; Coordinator of Uplink Services.

Case No. 2005-UC-0015-S (October 20, 2005)

SUBGROUP D: Center for Innovation in Teaching and Research.

Instructional Technology Systems Manager – Pedagogy Emphasis.
Instructional Technology Systems Manager – Technology Emphasis.

Excluding: Supervisory, managerial employees, and confidential employees as defined in the Act.

Case No. 2008-UC-0007-S (April 3, 2008)

SUBGROUP A.2.

Assistant Director, Center for International Studies; Specialist, Immigration/Visa; Assistant Director, International Student Admissions; Assistant Director, WESL

SUBGROUP B.1.

Assistant Director, Non-Credit Programs; Assistant to the Associate Provost-Quad Cities; Assistant Director, Student Activities–Quad Cities; Academic Support/Field Station Manager

SUBGROUP C.1.

Coordinator, Geologic Museum

SUBGROUP D.

Library Operations Associate

APPENDIX C

No.: _____

BOARD OF TRUSTEES
UPI LOCAL 4100 Date: _____
STEP ONE GRIEVANCE FORM

1. Grievant: _____
2. Home address: _____ Phone:_____
3. Office No.: _____ Phone:_____

4. Bargaining unit (check one): [ ] Tenured/tenure track
   [ ] ASP/associate faculty

5. College and department/unit: _____

6. Mailing address—If grievant is represented by the Union, all communication should go to the Union Representative.

7. Provisions of agreement allegedly violated:
   ARTICLE(S)/SECTIONS: _____
   _____

8. STATEMENT OF GRIEVANCE (be specific, include dates of acts or omissions complained of): _____
   _____
   _____

9. REMEDY SOUGHT: _____
   _____
   _____

10. I will be represented in this grievance by (check one): [ ] UPI [ ] Myself
    Union Representative's signature _____
    (If Union is representing grievant, the Union Representative should sign here.)

    I do [ ] do not [ ] (check one) want a postponement for 30 days to seek informal resolution of this grievance. Any additional postponements must be done in accordance with Article 6.11.b.(1).

11. In accordance with Article 6.2, I understand that this grievance may not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding, except in cases of discrimination.

12. This grievance was filed with the Academic Vice President's office on: _____

    Received by (check one): [ ] Certified registered mail, return receipt requested
    [ ] Personal delivery—Acknowledgement: _____

_____ _____
Signature of Grievant (Month) (Day) (Year)

Revised—Nov. 1996

APPENDIX D

WESTERN ILLINOIS UNIVERSITY
UPI LOCAL 4100
STEP TWO GRIEVANCE FORM

Grievance No.:_____ Date_____

I hereby request that a Step Two Hearing Panel review the attached decision made in connection with the attached grievance because (please be specific):

_____
_____
_____
_____
_____

I received the Step One decision on:_____ and filed this request for review with Western Illinois University Academic Vice President's office on_____ by (check one) [ ] certified registered mail, return receipt requested, [ ] personal delivery.

_____ _____
Signature of Grievant (Month) (Day) (Year)

_____ _____
Signature of Union Representative (Month) (Day) (Year)

Revised—Nov. 1996

APPENDIX E

WESTERN ILLINOIS UNIVERSITY
UPI LOCAL 4100
NOTICE OF INTENT TO ARBITRATE

Grievance No.:_____ Date_____

The UPI Local 4100 hereby gives notice of its intent to proceed to arbitration with the decision issued by the Step Two Hearing Panel, dated: _____and received by the Union on:_____.

In the grievance of:

Name of Grievant: _____ of Western Illinois University.

This notice was filed with the Academic Vice President's office on:_____by (check one): [ ] Certified registered mail, return receipt requested, or [ ] Personal delivery.

_____ _____
Signature of Union President (Month) (Day) (Year)

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

_____ _____
Signature of Grievant (Month) (Day) (Year)

Revised—Nov. 1996

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2017-2021
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The Negotiating Team wishes to thank the following individuals:

For administrative support: Amelia Hodges and Brenda McConnell

For publishing, printing, and distribution services:
Center for Innovation in Teaching and Research
Document and Publication Services