



Agreement Between Board of Trustees and SIUC Non-Tenure Track Faculty
Association 2015-2020

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AGREEMENT

Between

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

and

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

for Fiscal Years 2015 - 2020, Covering the Period

July 1, 2014 - June 30, 2020

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ARTICLE 1

PREAMBLE

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

ARTICLE 2

RECOGNITION

Section 2.01. Recognition. The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit described as follows:

Included: All full-time and part-time non-tenure track faculty and employees teaching at the Center for English as a Second Language on a Restricted Term Appointment who are employed by the Board of Trustees of Southern Illinois University through its Carbondale campus.

Excluded: All tenured and tenure-track faculty; all full-time and part-time non-tenure track faculty employed by SIUC who are retired from tenured positions; all non-tenure track faculty employed in the SIU School of Medicine; and all supervisory, managerial, confidential, student and short-term employees as defined in the Illinois Educational Labor Relations Act.

Section 2.02. Appointments and Faculty Titles. The appointments and job titles used by the Board are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or job titles will continue to be utilized by the Board. Any disagreement regarding inclusion or exclusion of a newly created classification or job title in or from the bargaining unit shall be resolved by the unit clarification procedures established by the Illinois Educational Labor Relations Board, and shall not be subject to the grievance procedure of this Agreement.

Section 2.03. Meeting with Other Employee Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any Faculty, constituency group, or employee organization to hear their views on any matter. No changes in any terms or conditions of employment that fall within the mandatory scope of bargaining will be made as a result of any such meeting except by mutual agreement of the Board and the Association.

ARTICLE 3

DEFINITIONS

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

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

Academic Year - The term "Academic Year" shall mean the twelve (12) month period beginning on the first day of summer intersession and ending on the last day of the following spring semester.

Association - The term "Association" shall mean the SIUC Non-Tenure Track Faculty Association, a labor organization affiliated with the Illinois Education Association/National Education Association, and its authorized representatives.

Board - The term "Board" shall mean the Board of Trustees of Southern Illinois University, its members and authorized administrative or management representatives.

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

Non-Tenure Track Faculty - The term "NTT Faculty or NTT Faculty member or faculty" shall mean those employees specifically included in the bargaining unit as non-tenure track faculty as specified in Article 2 of this Agreement.

Restricted Term Appointment – The term "Restricted Term Appointment" shall mean those employees who are specifically included in the bargaining unit as restricted term appointment employees in Article 2 of this Agreement.

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

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

ARTICLE 4

ASSOCIATION RIGHTS

Section 4.01. Exclusive Representative. In accordance with Article 2 of this Agreement, the Association is the exclusive bargaining representative for NTT Faculty covered by this agreement.

The Association shall be represented on the University Joint Benefits Committee, the Affirmative Action Advisory Committee, the Computing Advisory Committee, the Library Affairs Advisory Committee, and any present or future search committees for University President, University Chancellor, Provost, and College Deans. In addition, the Association shall have the right to nominate a Faculty member for possible appointment to the SURS Advisory Committee. Finally, the Association President or designee shall continue to be invited to attend the University President's periodic meetings with constituency heads as long as such meetings are held.

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

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

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

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

Section 4.05. Orientations. The Board shall provide the Association the opportunity to present to new NTT Faculty members either before or after any University-wide orientation. Attendance by new NTT Faculty members at any such Association presentation is voluntary and shall not be considered part of the orientation. The Board shall notify the Association of the orientation(s) date and location once it has been confirmed but no later than two (2) weeks in advance of the orientation.

Section 4.06. Dues Deduction. During the term of this Agreement, the Board agrees to make payroll deductions for Association membership dues pursuant to an NTT faculty member's signed written authorization form. Such authorization must be received by the University's Director of Human Resources (or designee) by the fifteenth day of the first month for which the deduction shall be made. Thereafter the Board shall deduct such amounts for that NTT faculty member as the Association certifies. The NTT faculty member's dues deductions can only be revoked by written notice to the Association Treasurer and the Director of Human Resources (or designee).

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

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

Section 4.07. Electronic Bulletin Board/Web Page. During the term of this Agreement, the Association may use an electronic Bulletin Board or Web Page on the University electronic information system to facilitate on-campus communication with its members, provided that such usage shall be restricted to the following: (a) notices of Association recreational and social activities; (b) notices of Association elections; (c) notices of Association appointments; and (d) notices of Association meetings, reports, minutes, information, and announcements thereof. The Association shall limit posting of all Association notices on campus to this space. Costs incident to preparing the posting of Association material shall be borne by the Association.

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

Section 4.08. Association Use of University Equipment, Facilities or Supplies. The Association may use University equipment, facilities and/or supplies, including but not limited to copiers, telephones, e-mail, and meeting rooms, if such usage has been pre-approved, in writing. Such use shall not take precedence over University needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the Board.

Section 4.09. Miscellaneous.

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

Section 4.10. Fair Share Payments.

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

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

Section 4.11 Bargaining Unit Report. The Board shall provide to the Association a report of current bargaining unit members as defined in by section 2.01 of this Agreement on or around October 1 and on or around February 1 of each year. The report shall include the following information for each faculty member: Name, AIS#; Position ID; rank/title; College and Department / School (ORG) of appointment; work address; work phone (as provided in AIS); home address (as provided in AIS); home phone (as provided in AIS); email address (as provided in AIS); first SIU hire date; beginning and end date of current appointment; FTE of current appointment; salary; term versus continuing status.

Section 4.12. Office Space for Association Business. The University agrees to work with the Association to identify University office space(s) which are available for lease. If appropriate space is located, the Association shall be permitted to lease University-owned space(s) under the same terms, lease amounts, and conditions as the other lessees. The parties agree that the other IEA/NEA units at SIUC: Association of Civil Service Employees, Graduate Assistants United, SIUC Faculty Association, may share any such leased space(s).

ARTICLE 5

BOARD RIGHTS

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

It is recognized that in many instances the exercise and implementation of the foregoing rights may be governed by express provisions found elsewhere in this Agreement, may be regulated by obligations under federal and state law, or may be based on determinations, recommendations, or proposals emanating from various constituencies, including the administration or faculty.

Section 5.02. Subject to the rights and authority of the Board, the initial development and review of educational and academic matters (e.g., program curricula, program admission requirements, and program graduation requirements) is undertaken by faculty within the framework of the approved department, school, or college operating papers.

ARTICLE 6

COMMUNICATIONS COMMITTEE

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

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

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

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

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

ARTICLE 7

GRIEVANCE PROCEDURE

The non-retaliation provisions in Section 14 of the Illinois Educational Labor Relations Act (115 ILCS 5/14) apply to this article in its entirety.

Section 7.01. Definition. A "grievance" is a dispute raised during the term of this Agreement by a NTT Faculty member(s), or the Association against the Board, involving an alleged violation of one or more provision(s) set forth in this Agreement affecting:

- a. a NTT Faculty member(s);
- b. a class of similarly situated NTT Faculty members; or
- c. specific Association rights under this Agreement (e.g., dues deduction, Association use of University equipment, facilities or supplies, Association access and receipt of information, etc.)

Section 7.02. Informal Process. The parties acknowledge that it is usually most desirable for a NTT faculty member(s) and the Board to resolve problems through free and informal communications, starting with the appropriate administrator at the lowest administrative level. At any such informal meeting, the NTT Faculty member(s) may be accompanied by another non-administrative member of the SIUC NTT Faculty and the administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may attend any such informal meeting.

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

Section 7.03. Authority to File a Grievance. The following parties shall be authorized to file a grievance:

- a. the affected NTT Faculty member(s) or the Association on behalf of the affected NTT Faculty member(s) who has authorized the filing in writing for those grievances as defined in 7.01(a);
- b. the Association on behalf of a class of similarly situated NTT Faculty members who have authorized the filing in writing for those grievances as defined in 7.01(b); or
- c. the Association on its own behalf for those grievances as defined in 7.01(c).

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

Any NTT Faculty member(s) may present a grievance and have it adjusted without the

intervention of the Association. Any such resolution shall be consistent with the terms of this collective bargaining agreement. Unless approved by the Association, any such resolution shall not be precedent-setting.

Section 7.04. Time Limits.

- a. Time limits throughout this Article referring to "days" will mean calendar days. The parties may, by mutual written agreement, extend the time limits contained in this Article related to the filing, meeting(s), or processing of a grievance. Neither party shall arbitrarily and unreasonably refuse to agree to a written request for an extension of a time limit in this Article. If the other party denies the request for extension of time, then the grieving party shall have five (5) days, or the remainder of the original filing period, whichever is longer, to file the grievance.
- b. All formal grievances must be presented no later than forty-two (42) days from the date of the first occurrence of the matter giving rise to the grievance, or within forty-two (42) days after the Grievant(s) through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.
- c. The NTT Faculty member(s) or Association may preserve the right to file a grievance by filing an Intent to File Notice, within the forty-two (42) day period, while simultaneously pursuing the Informal Resolution Process noted in Section 7.02. In the event that a dispute cannot be resolved through the Informal Resolution Process, the formal grievance must be filed pursuant to Section 7.05 within fourteen (14) days of written notification from the Administrator (or designee) that informal discussion has been unsuccessful in order to be considered timely filed.
- d. If a grievance is not filed within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next level of the grievance procedure within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board's last answer.
- e. If the Board does not respond to a grievance within the specified time limits or any agreed extension thereof, the grievance may be considered to be denied at that level and immediately appealed to the next level. The timeline for the response at the next higher level will not begin until the Grievant(s) or the Association serves formal notification to the next level Administrator.
- f. Once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15.
- g. Once a grievance has been timely filed, the processing shall continue between May 15 and August 15 unless either party notifies the other in writing that the time limits be stopped.

If the parties have a settlement discussion, the timelines for the grievance process will

be paused. When either party declares an end to settlement discussions, the timelines will resume, but neither party shall have a deadline of less than ten days to file, appeal, or respond.

Section 7.05. Formal Grievance Procedure. The parties agree to the following governing principles for the filing and processing of grievances:

- a. In the event the grievance is not resolved through an informal process, a grievance will be filed in writing at the administrative level immediately above the level at which the action occurred that gives rise to the grievance. The parties may, by mutual written agreement, skip levels in a specific instance. If the action occurred at the Chancellor's level or above, the grievance shall be filed at the Chancellor's level. Any such grievance must be filed within the forty-two (42) day period noted in Section 7.04.
- b. The written grievance shall specifically indicate that the matter is a grievance under this Agreement and shall contain a statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. If there was an attempt at informal resolution, the written grievance may also provide information on the informal process. A meeting shall be held at the administrative level at which a grievance is filed within fourteen (14) days after the grievance is filed. The meeting shall be between the Administrator (or designee), the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s) and/or Administrator (or designee) may invite an additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. If no resolution of the grievance is reached, the Administrator (or designee) shall provide a written answer to the Grievant(s) and the Association as appropriate no later than fourteen (14) days following such meeting.
- c. If the grievance is denied at the level filed, the Grievant(s)/Association may file an appeal(s) to the next administrative level within fourteen (14) days of receipt of the written denial, up to and including the Chancellor (e.g., an appeal of a Dean's determination shall be filed with the Provost; an appeal of the Provost's determination shall be filed with the Chancellor, etc.). The appeal(s) shall state the basis upon which the Grievant(s) believes the grievance was improperly denied at the previous level. The Grievant(s) shall also attach a copy of the original complaint and all documents supporting the grievance. The Grievant(s) and/or the Association representative may submit additional information or arguments in support of the grievance as filed. Within fourteen (14) days of the receipt of the appeal, the Administrator (or designee) with whom the appeal is filed may hold a meeting to discuss the grievance with the Grievant(s)/Association if the Administrator (or designee) believes it necessary. The Grievant(s) and/or Administrator (or designee) may invite an additional person(s) to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. The Administrator (or designee) shall provide a written response to the appeal to the Grievant(s) or the Association as appropriate within fourteen (14) days after the filing of the appeal or within fourteen (14) days after the date on which a meeting was held to discuss the appeal, whichever is later.

- d. If the appeal is filed with the Chancellor, then the Grievant(s) shall have no further internal appeal rights and may elect to request arbitration in accordance with Section 7.07.

Section 7.06. Mediation. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties by mutual agreement may submit the grievance to mediation. In such event, the Board and the Association shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service or a private mediator mutually agreed upon between the Board and the Association, to assist in resolving the grievance. In the event the Board and the Association mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the Board and the Association. At the specific request of the mediator, other NTT Faculty members and/or Administrators may be invited to assist in the resolution of the grievance.

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

Section 7.07. Arbitration. If the grievance is not settled through the process above and the Association wishes to appeal the grievance, the Association may refer the grievance to arbitration, as described below, by notifying the Chancellor in writing within fourteen (14) days of receipt of the written answer of the Chancellor (or designee) as provided to the Association:

- a. Association and Board representatives shall attempt to agree upon an arbitrator within fourteen (14) days after the Board's receipt of the Association's notice of referral. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period, the parties shall jointly request either the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of five (5) proposed arbitrators who possess experience with higher education who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Otherwise, the arbitrator shall be chosen pursuant to the rules of the American Arbitration Association or Federal Mediation and Conciliation Service then in effect.
- b. The arbitrator selected shall set the time and place for the hearing, subject to the availability of Association and Board representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. Unless otherwise mutually agreed, the hearing shall be held on the Carbondale campus.
- c. The Board and the Association retain the right to be represented by representatives of their own choosing. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), such dispute shall be resolved by the arbitrator selected by the parties.

- d. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. Upon mutual written agreement of the parties, multiple grievances may be consolidated into one arbitration hearing before the same arbitrator. Moreover, two separate grievances of a like and similar nature argued before the same arbitrator may be combined into one arbitration award.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.

Section 7.08. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law. For grievances filed after the date this Agreement is ratified by both parties, an arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the NTT Faculty member(s) who is the Grievant(s), the Association, or the Board) if any such party has engaged in frivolous litigation tactics for the purpose of delay or needlessly increase in the cost of processing a grievance. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Board, the Association, and the NTT faculty members covered by this Agreement.

Section 7.09. Information. Either party may request in writing information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and its relevance to the grievance in question. The responding party may request an explanation from the requesting party as to why the information is not otherwise available. All information requests filed with the Board shall be filed with the Associate Provost for Academic Administration.

The party to whom the request is made shall respond in writing within ten (10) days as to whether or not the request will be honored in whole or in part and, if honored in whole or in part, a good faith estimate of the time needed to fulfill the request. The responding party shall provide existing relevant information or documents or reasonable access to such information or documents. However, nothing herein is intended to require either party to create, collate, or compile information for the other party. If the responding party denies the information requested in whole or in part, the response shall include the basis for denial.

If there is any dispute over providing information under this Section, the parties agree that there shall be a discussion between the Association and the Board to attempt to resolve the

dispute within ten (10) days of the response. If the dispute is not resolved and the grievance is referred to arbitration, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the grievance.

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

Section 7.11. Miscellaneous.

- a. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure.
- b. Nothing in this Agreement is intended to preclude NTT Faculty members from processing disputes that are not "grievances" as defined in Section 7.01 of this Article in accordance with the then current applicable University policy or policies.
- c. Grievant(s), witnesses, and an Association representative may participate in the processing of a grievance in accordance with the provisions of this Article without loss of compensation, so long as NTT Faculty members meet classes and other professional obligations. Meetings related to grievances shall be held at mutually agreeable times and places.

ARTICLE 8

ACADEMIC FREEDOM

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

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

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

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

ARTICLE 9

NTT FACULTY CONTRACTS AND APPOINTMENTS

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

The Board shall make good faith efforts to ensure appointments are given to NTT Faculty in a timely manner.

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

- a. Initial and non-continuing (term) appointments may be made at the Board's discretion. Non-continuing (term) reappointment to a position creates no right or presumption of a right to a subsequent appointment or other employment. If the Board intends to offer an appointment to an NTT Faculty member who has received appointments for four or more consecutive semesters, then such offer of appointment shall be of 9 months duration. All non-continuing (term) appointments expire at the end of the term stated in the notice of appointment. No notice of non-reappointment is required for an NTT faculty member on a non-continuing (term) appointment. Nothing herein shall preclude the Board from offering a non-continuing (term) appointment term greater than one year. Further, nothing in this provision affects the bargaining unit status of an NTT Faculty member with a non-continuing (term) appointment.
- b. For NTT faculty appointed to term-basis appointments after the ratification of this agreement, the following titles (or titles consistent with university policy as approved by the Board) shall be used:

<u>Degree Held</u>	<u>Title</u>
BA/BS	Assistant Instructor
MA/MS	Assistant Lecturer
Terminal (MFA/Ph.D/JD)	Assistant Professor of Practice, or Clinical Assistant Professor

- c. The Board agrees to make a good faith effort to notify non-continuing (term) NTT Faculty members in writing whether: (i) the NTT Faculty member will receive another appointment; (ii) the NTT Faculty member will not receive another appointment; or (iii) an appointment cannot yet be offered but the NTT Faculty member may receive another appointment. Such notification shall be in accordance with the following schedule:

- i. No later than December 1 for an NTT Faculty member whose appointment ends on or about December 31;
 - ii. No later than May 1 for an NTT Faculty member whose appointment ends on or about May 15;
 - iii. No later than June 1 for an NTT Faculty member whose fiscal-basis appointment ends on or about June 30; or
 - iv. No later than thirty (30) days prior to the end of the current appointment for an NTT Faculty member whose appointment ends on or about dates other than those listed above.
- d. Notification under 9.02.b. that a non-continuing (term) NTT Faculty member will not receive another appointment shall not preclude a subsequent offer of appointment if available. The Board shall not decline to re-employ an NTT Faculty member who held a full time appointment for the sole purpose of replacing that NTT Faculty member with a lower-salaried NTT Faculty or non-bargaining unit employee.
- e. For SRECP NTT Faculty working pursuant to a grant in which required services are provided over a ten-month period, appointments will be for a ten-month period. If an SRECP NTT Faculty member is required to perform duties after the end of his/her standard appointment, he/she shall receive an additional appointment for the period in which he/she is required to perform additional services at an appropriate FTE rate and for an appropriate period to cover the performance of the services.

Section 9.03. Conversion to Continuing Appointment of NTT Faculty.

- a. A continuing appointment is one that automatically renews each academic year (or fiscal year for those on fiscal-basis appointments) unless the appointee is given notice in writing of non-reappointment pursuant to Section 9.04 of this agreement. A non-continuing (term) NTT Faculty member shall be eligible for a continuing appointment upon completion of the equivalent of ten (10) full-time consecutive Fall/Spring semester appointments. An NTT Faculty member may have one (1) one-semester “gap” in the consecutive employment history without losing her/his accumulated time toward continuing conversion. Overload and Summer assignments shall not be included in the calculation of time toward continuing conversion.
- b. Review of the NTT Faculty member by the Chair/Director for potential conversion to a continuing appointment shall commence in the NTT Faculty member’s ninth (9th) full-time equivalent consecutive semester. Such NTT Faculty member shall be evaluated with regard to (1) whether s/he has consistently exceeded standards, as indicated in annual performance reviews conducted pursuant to Section 11.01; and (2) whether a continuing need exists for the position.
- c. The recommendation by the Chair/Director for a continuing appointment is subject to approval by the Dean or appropriate equivalent, with the concurrence of the Provost (or Chancellor for Head Start) and shall not be unreasonably denied. The NTT Faculty member shall be notified of the decision in writing no later than the last day of the ninth (9th) full-time equivalent consecutive semester.

- d. For NTT Faculty members who are approved for conversion to a continuing appointment, such notice shall include:
 - i. the FTE at which the NTT Faculty member will convert, which shall be the FTE most commonly occurring during the last five (5) semesters that s/he held prior to completing 9 full-time equivalent consecutive semesters, up to and including 1.0 FTE; and
 - ii. the effective date of the continuing appointment, which shall be at the beginning of the second academic semester contract period that follows the semester in which such notice is provided (i.e., if reviewing in Fall with a positive recommendation, the continuing appointment is effective at the start of the following Fall semester; if reviewing in Spring with a positive recommendation, the continuing appointment is effective at the start of the following Spring semester).
- e. For NTT Faculty members who are not approved for conversion to a continuing appointment, such notice shall include the reason(s) for the decision in writing. Subsequently, the NTT Faculty member's appointment shall terminate at the end of the semester following the semester in which the determination is made (e.g., if reviewed in Fall and not recommended, the appointment terminates at the end of the following Spring semester; if reviewed in Spring and not recommended, the appointment terminates at the end of the following Fall semester). The NTT Faculty member shall not thereafter be re-employed by SIUC in an NTT position without the prior written consent of the Provost (or Chancellor for Head Start). NTT Faculty members shall not be denied continuing status for arbitrary or capricious reasons.
- f. If an NTT Faculty member has two or more independent non-tenure track appointments in different departments/units, all such appointments shall be included in the calculation for conversion to a continuing appointment. For each unit, the NTT Faculty member's conversion rate of FTE shall be the most commonly occurring FTE in the respective department/unit during the last five (5) semesters that s/he held prior to completing the 9 full-time equivalent consecutive semesters, with the total FTE for all appointments not to exceed 1.0 FTE (i.e. if the NTT Faculty member has been employed at 1.0 FTE the previous five (5) semesters they will be fulltime continuing). If any department/unit(s) does not recommend conversion, the conversion to a continuing appointment shall only be in the approving department/unit(s) at the appropriate FTE for that department/unit as calculated above. The NTT Faculty member shall not thereafter be re-employed by the non-recommending department/unit(s) in an NTT position without the prior written consent of the Provost (or Chancellor for Head Start).
- g. Time toward conversion to a continuing appointment may be transferred from a non-continuing (term) NTT appointment to another non-continuing (term) NTT appointment for purposes of achieving continuing status if there is no gap in NTT appointment status, excluding Summer, between the prior NTT appointment and the new NTT appointment and if the Dean (or equivalent) and the NTT faculty member agree in writing that the NTT service time shall be transferred. Such agreement must be documented no later than the end of the contract term of the first appointment in the new unit. Such requests shall

not be unreasonably denied. If an NTT faculty member's program/unit is moved or merged with another, his/her time toward conversion to continuing appointment shall automatically transfer to the moved / merged program/unit. This includes the instance whereby her/his program/unit is moved or merged in the semester that the NTT Faculty member achieves continuing appointment – such faculty member shall have continuing status in the moved / merged unit.

- h. In the event that an NTT Faculty member holds a continuing appointment at less than 1.0 FTE and is subsequently provided an additional non-continuing (term) appointment in the same unit that combines to create a 1.0 FTE appointment in that unit, the additional non-continuing (term) appointment is eligible to convert to continuing after review and positive recommendation using the procedure outlined in 9.03 a-c., but following an accelerated schedule of six (6) consecutive Fall/Spring semesters at a total of 1.0 FTE.
- i. For all other continuing appointments at less than 1.0 FTE in which an additional non-continuing (term) appointment is offered, the conversion to continuing for the non-continuing (term) appointment will be calculated using the process outlined in Section 9.03.d. utilizing the entire FTE of the faculty member's appointment in the calculation. In such instance, the NTT Faculty member shall be responsible for notifying the Department Chair/ School Director no later than September 15 (for Fall semester) or February 15 (for Spring Semester) of the semester prior to the semester in which the 10th full-time equivalent semester would be expected to be completed. If the NTT Faculty member does not notify the Department Chair / School Director of the review and potential conversion to a higher FTE by the deadline, the faculty member shall have a new deadline in the next semester.

For example, for a faculty member who holds a 50% FTE continuing appointment and is provided recurring, consecutive 25% FTE appointments in future semesters, the calculation of the 10 full-time equivalent semesters would be as follows:

Year	Appointment	Full Time Equivalent Semesters
1	Fall + Spring (25% FTE in each)	1.5 (2 * .75 FTE ¹)
2	Fall + Spring (25% FTE in each)	3.0 (adding 2 * .75 FTE)
3	Fall + Spring (25% FTE in each)	4.5 (adding 2 * .75 FTE)
4	Fall + Spring (25% FTE in each)	6.0 (adding 2 * .75 FTE)
5	Fall + Spring (25% FTE in each)	7.5 (adding 2 * .75 FTE)
6	Fall + Spring (25% FTE in each)	9.0 (adding 2 * .75 FTE)
7	Fall + Spring (25% FTE in each)	10.5 (adding 2 * .75 FTE)

In the example above, review for continuing conversion of the non-continuing portion of the appointment would occur in the Spring of year 6 (the semester before reaching the 10th-equivalent semester).

- j. An NTT Faculty member on a non-continuing (term) appointment may be converted to a continuing appointment at any time upon the recommendation of the Chair/Director and approval by the Dean, with the concurrence of the Provost (or Chancellor for Head Start).

¹ Continuing FTE of .50 + additional .25 FTE appointment.

Such conversion shall minimally occur at the rate of the most commonly occurring FTE during the last five (5) semesters that s/he held prior to reaching continuing status, up to and including 1.0 FTE.

- k. NTT Faculty who attain a continuing appointment under this Article shall carry titles as below:

<u>Degree Held</u>	<u>Title</u>
BA/BS	Associate Instructor
MA/MS	Associate Lecturer
Terminal (MFA/Ph.D/JD)	Associate Professor of Practice, or Clinical Associate Professor ²

Further, once an NTT Faculty member has a continuing appointment, he/she will retain that status if his/her department/school/program is moved, merged, reduced, or divided.

- l. Nothing in this Article shall afford the NTT Faculty member consideration for tenure. Tenure can only be granted by the Southern Illinois University Board of Trustees. NTT Faculty members are eligible to be hired for tenure track or tenured faculty positions and shall not be denied due to having been an NTT Faculty member.
- m. The provisions in this Article shall not negate or abrogate an existing approved (as of January 1, 2006) departmental or college operating paper that prescribes or provides for specific terms of appointment or promotional reviews (e.g. the School of Law.)

Section 9.04. Non-reappointment of Continuing NTT Faculty. The Board may non-reappoint a continuing NTT Faculty member by providing written notice. Such written notice must include the reason(s) for non-reappointment and must be given no less than twelve (12) months in advance of expiration of appointment for an NTT faculty member with a full-time (1.0 FTE) continuing appointment or no less than one academic term in advance of expiration of appointment for an NTT Faculty member with a part-time (less than 1.0 FTE) continuing appointment.

For NTT Faculty members holding academic contract semester/year appointments, the last date of employment shall be no earlier than the last day of the contractual academic period (i.e., May 15 for Spring appointments; December 31 for Fall appointments).

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

Section 9.05. Arbitration. Notwithstanding any other provision of this Article or Agreement, the Board's decision not to grant a continuing appointment to an NTT Faculty member or to non-reappoint an NTT faculty member on a continuing appointment shall not be subject to the arbitration procedure set forth in this Agreement. Any alleged procedural violation of Article 9 may be grieved by the NTT faculty member under the grievance and arbitration procedure set

² The NTT faculty member shall have the option of choosing either title upon conversion to continuing status.

forth in this Agreement. However, an arbitrator has no authority to and may not under any circumstances award a continuing appointment.

Section 9.06. Third year Review. At the end of his/her sixth semester of employment (or the equivalent for par-time NTT Faculty) the Chair/Director shall give a written review to the NTT Faculty member. Such written review may be incorporated into the NTT Faculty member's annual review under section 11.02 of this agreement as long as it meets the requirements below.

- a. The purpose of the third year review is to assess and communicate the nature and extent of the NTT Faculty member's performance of assigned duties consistent with his/her yearly workload assignment, with particular focus on progress toward attaining continuing status. As such, the review shall include a review of the NTT Faculty member's performance during their employment, along with an assessment by the Chair/Director regarding whether the faculty member is currently making satisfactory progress toward conversion to continuing status. The third year review shall identify areas of strength and weakness and areas that need improvement.
- b. The NTT Faculty member shall receive a copy of his/her third year review by December 1 or May 1 (depending on which semester is the NTT Faculty Member's sixth semester).
- c. The NTT Faculty member may submit a written response to this review that will also be included in the personnel file. This response must be submitted within fifteen (15) business days after the NTT Faculty member's receipt of a copy of the review.

ARTICLE 10

DISCIPLINE

Section 10.01. Supersedence. The provisions of this Article (Discipline) shall be in lieu of the provisions governing discipline set forth in the SIU and the SIUC policies with respect to NTT faculty members covered by this Agreement. This paragraph shall not apply to the Board's decision to non-reappoint an NTT Faculty member pursuant to Section 9.04 of this Agreement, or to the Board's decision not to issue a new appointment to an NTT Faculty member at the end of an appointment pursuant to Section 9.02 of this Agreement.

Section 10.02. Just Cause. Discipline under this Article shall be for just cause. Just cause includes but is not limited to dishonesty or other unethical conduct, including a violation of the State Ethics Act, insubordination, incompetence, failure to perform assigned duties, neglect of duty, violation of laws or university policies, such as the prohibition against unlawful discrimination, sexual harassment, illegal use of controlled substances, etc., abuse of the NTT Faculty member's position, or misuse of University resources.

Section 10.03. Progressive Discipline. The Board agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of given conduct may justify immediate dismissal without any prior progressive discipline.

Section 10.04. Types of Discipline. Discipline may include, but is not necessarily limited to, a reprimand (either oral or written), a suspension without pay, or dismissal. For the purposes of this Section, a "written reprimand" shall be defined as a written document that is given to an NTT Faculty member and placed in his/her personnel file that concerns a matter that may, if not corrected, lead to further disciplinary action. Oral reprimands may not be grieved but shall be subject to the provisions of Section 15.01.

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

Section 10.06. Right of Representation.

- a. Before conducting an investigatory interview or discipline meeting which may reasonably be expected to result in disciplinary action against the NTT Faculty member being questioned, that NTT Faculty member may request that an Association representative be present. It is recognized that an NTT Faculty member may not insist that a particular representative be present or unreasonably delay the interview.
- b. If the NTT Faculty member requests an Association representative, the Board shall either suspend the investigatory interview or discipline meeting until an Association representative can be present or advise the NTT Faculty member that it will not proceed with the interview unless the NTT Faculty member is willing to enter the

interview or discipline meeting unaccompanied by a representative (in which case the Board may act on the basis of information obtained from other sources).

- c. It is not the intent of the parties to convert investigatory interviews or discipline meetings into adversarial proceedings. The role of the Association representative is to assist the NTT Faculty member; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. During an investigatory interview, the Board retains the right to insist on hearing the NTT Faculty member's own account of the matter under investigation.
- d. This Section does not apply to meetings at which discipline is simply administered.

Section 10.07. Procedures for Disciplinary Action other than Suspension or Dismissal. Prior to making a final decision to administer discipline to an NTT Faculty member other than a suspension without pay or dismissal, the Board shall provide the NTT Faculty member with an opportunity to be heard. At minimum, the Board will notify the NTT Faculty member of: the reason(s) for such possible disciplinary action, including a description of the alleged violation(s) or action(s) and/or the standard(s) allegedly violated; the date, time, and location for the meeting; the administrator(s) to be present at the meeting; and notification of the Faculty member's right of representation pursuant to Section 10.06 of this Agreement. Such notice shall be done in writing but the formal notice provisions of Section 10.05 shall not apply to this Section. Email notification to the official SIUC email address of the NTT Faculty member shall be sufficient for purposes of this Section.

Section 10.08. Procedures for Suspension or Dismissal of NTT Faculty. The Board may suspend or dismiss an NTT Faculty member prior to the end of the NTT Faculty member's appointment with just cause. In the event the Board dismisses an NTT faculty member prior to the end of that NTT Faculty member's appointment, that NTT Faculty member shall only be entitled to compensation, on a pro rata basis, for services performed prior to the dismissal.

- a. Investigatory Interview. Before concluding an investigation of alleged conduct that could result in suspension without pay or dismissal of an NTT faculty member, the Board shall conduct an investigatory interview(s) with the NTT faculty member. Minimum information in the notice of such investigatory interview shall include: a description of the alleged violation(s) or action(s) and/or the standard(s) allegedly violated; the date, time, and location for the meeting; the administrator(s) to be present at the meeting; and notification of the Faculty member's right of representation pursuant to Section 10.06 of this Agreement. If an NTT Faculty member elects not to attend an investigatory interview scheduled pursuant to this section, the Board reserves the right to complete the investigation process without the NTT Faculty member's participation.
- b. Opportunity to be Heard. Except as otherwise provided in Section 10.09, prior to making a final decision to suspend without pay or dismiss an NTT Faculty member, the Board shall provide the NTT Faculty member with an opportunity to be heard. The Board shall hold a meeting with the NTT Faculty member, at which the Board shall provide the reason(s) for possible suspension without pay or dismissal. The Board will provide the NTT faculty member at least one week's

prior written notice of the meeting in accordance with Section 10.05. Minimum information in the notice of such meeting shall include: a description of the alleged violation(s) or action(s) and/or the standard(s) allegedly violated; the date, time, and location for the meeting; the administrator(s) to be present at the meeting; and notification of the Faculty member's right of representation pursuant to Section 10.06 of this Agreement. At such meeting, the NTT Faculty member shall have the opportunity to respond to the reason(s) for possible suspension without pay or dismissal by offering an explanation of his/her position orally and/or in writing. An NTT Faculty member who elects not to attend a meeting scheduled pursuant to the provisions of this section shall forfeit his/her procedural right to respond to the charges and the Board reserves the right to continue with the Discipline process. However, in such cases, the NTT faculty member shall have the right to grieve any decision to discipline the NTT faculty member.

Section 10.09. Administrative Leave Pending Discipline. If, in a specific instance, the Board deems it unreasonable or impractical to provide an NTT Faculty member with advance notice of the reason(s) for possible suspension without pay or dismissal, then the Board may temporarily place the NTT Faculty member on a paid or unpaid administrative leave until such time as it can provide such notice and offer the NTT Faculty member an opportunity to meet and respond, provided that no such administrative leave shall exceed thirty (30) days. If an NTT faculty member has been placed on unpaid administrative leave under this Section and is later exonerated, the NTT faculty member shall be paid for the period of the unpaid administrative leave.

Section 10.10 Appeal of Disciplinary Action. To appeal disciplinary action implemented under this Article, an NTT Faculty member shall utilize the grievance and arbitration procedures set forth in this Agreement. Oral reprimands may not be appealed or grieved as noted in Section 10.04.

Section 10.11 Timelines. The Board shall conclude the discipline process as quickly as can be reasonably accomplished and shall make a good faith effort to complete the discipline process in 60 days. If the Association makes a request for an update on the status of the discipline process, the Board shall provide to the Association within 7 days a good faith estimate for when the process will be completed.

ARTICLE 11

FACULTY RIGHTS AND RESPONSIBILITIES

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

Section 11.02. Evaluation Procedures for NTT Faculty.

- a. No NTT Faculty member shall be evaluated until she or he has completed at least one full semester of service at the University. Thereafter, the Chair/Unit Director, or designee, shall complete a written annual review for each NTT Faculty member in his/her unit on or before May 15 of each academic year. Such annual evaluation shall cover the NTT Faculty member's performance during the preceding 12 month period.
- b. NTT Faculty shall be evaluated against the workload assignment. The evaluation of an NTT Faculty member shall consist of a written review by the Department Chair/Unit Director, or designee as defined in 11.01. If requested, before or after such review is completed, a meeting shall be held between the Chair/Director, or designee, and the NTT Faculty member being reviewed. The review shall consider, but not be limited to:
 - 1) student course evaluations of all courses and/or other evaluation instruments of instructional activities/primary duties for NTT Faculty during their years in the bargaining unit;
 - 2) any materials that may be required by the Department policy (e.g. peer review observations) in the area of teaching;
 - a. When formal peer review observations are utilized, unless otherwise defined by the appropriate operating paper, the Chair/Director shall determine the peer reviewer(s) following consultation with the candidate to develop a list of qualified potential peer reviewers.

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

- c. The evaluation shall be provided to the faculty member.
 - 1) The evaluation shall state whether the NTT Faculty member's effectiveness in teaching and other assigned duties needs improvement, meets standards or exceeds standards.

- 2) If the Chair/Director or designee intends to issue an evaluation which indicates that an employee's overall performance needs improvement, the Department Chair/Unit Director, or designee, shall provide the employee with a draft evaluation and an opportunity to discuss prior to finalizing the evaluation. After the discussion, the Chair/Director or designee shall issue a final evaluation. If that evaluation indicates a need for improvement, then the Chair/Director or designee shall provide written recommendation for improvement.
- 3) A copy of the evaluation shall be sent to the NTT Faculty member. The NTT Faculty member may submit a written response to the evaluation statement within ten (10) working days of receiving it for inclusion in her or his personnel file. If the Chair/Director (or designee) does not provide a written evaluation to an NTT Faculty member, then both parties agree the NTT Faculty shall be considered as having met standards for the evaluation period in question.
- 4) Following the completion of an evaluation under section 11.02.c.2, the employee shall have sixty calendar days to submit to the Dean a written appeal of the evaluation. The appeal must include specific points of disagreement with the evaluation and must include documentation in support of the claim. Following receipt of the appeal, the Dean (or designee) shall request a written response to the appeal from the chair/designee who completed the evaluation. The chair/designee shall have 5 working days to submit a response. The appeal will be heard by an independent panel chaired by the Dean (or designee). The panel shall be chosen from the complainant's College. The Dean (or designee) and the faculty member shall each choose two members of the panel. The panel shall have access to all materials pursuant to the evaluation. The members of the panel shall familiarize themselves with the evaluation materials. Then, the panel shall meet separately with the faculty member and the chair/director (or designee) who performed the evaluation for purpose of discussing the evaluation. After meeting with both parties to the appeal, the panel shall issue a decision binding on both parties. The panel may uphold or reject the original evaluation. If the evaluation is rejected, the panel shall complete a new and independent evaluation that supersedes the original evaluation.

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

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

a. Teaching

- 1) Students: Students are central to the mission and very existence of the University. Their needs may vary by department, and by the level of the degree program in which they are involved. Students shall receive help outside the classroom from members of the NTT Faculty. NTT Faculty members shall mentor students in their academic pursuits and respond to student questions about academic concerns, career possibilities, and other aspects of the student's professional development according to the student's needs as individuals and within the context of the program in which they are enrolled.
- 2) Classes: NTT Faculty members have a responsibility to meet all scheduled contact hours in their teaching assignment. If for any reason the NTT Faculty member cannot be present at a regularly scheduled session, the NTT Faculty member shall notify his/her Chair/Director (or designee) as soon as possible, and the NTT Faculty member shall make arrangements to cover the lost time with students. Options for doing so may include, but are not limited to, substitute instructors, alternative meeting times, or special assignments. Unless otherwise mutually agreed upon between an NTT Faculty member and his/her Chair/Director (or designee), an NTT Faculty member shall, absent emergency, consult in advance with his/her Chair/Director (or designee) regarding arrangements to cover a missed session.
- 3) Syllabus: This section only applies to NTT assignments for which a syllabus is required (e.g., credit-bearing academic courses). The course syllabus is a document that must be provided to students at the beginning of each course (if possible at the first class meeting). For online classes, syllabi should be provided to the students as soon as the course is opened. In addition, each course syllabus must be provided to the Chair/Director (or designee) by the end of the first week of the class. Each NTT Faculty member shall confirm, in writing to the Chair/Director (or designee), that they have provided the syllabus to the students by the end of the first week of the class. Individual course syllabi created by an individual NTT Faculty member shall not be electronically posted without the consent of the NTT Faculty member or as required by an accrediting body. This is not intended to exclude the public posting of standardized Master Syllabi or syllabi approved as part of the Form 90 materials. Its contents must include, at minimum, course goals and topics; types of assignments (e.g., readings, types of oral and written exercises, term papers, etc.); the means of evaluation, texts, materials, and supplies/equipment students are required to purchase; course fees (i.e., expenses beyond what is shown in the catalog); other required activities that may occur outside of scheduled class time (e.g., field trips, performances, etc.); University Emergency Procedures statement and ADA Accessibility statement or "Syllabus attachment" (as a hard copy attachment to the syllabus or as a URL link). Additionally, the NTT Faculty member is to provide his/her office hours, office location, and University telephone number and University e-mail address. The course syllabus must also contain accrediting agency syllabi requirements as appropriate.

- b. Research/Scholarship, Service, and other Professional Activities: NTT Faculty responsibility in these areas shall only be as prescribed per terms of individual contract and appropriate operating papers, consistent with applicable provisions of this collective bargaining agreement.

Section 11.05 Workspace. No faculty member's current workspace shall be diminished as a result of this Section.

- a. Carbondale Campus Appointments. The Board shall provide NTT Faculty members with an active assignment teaching a face-to-face course(s) on the Carbondale campus an appropriate workspace to support their assigned duties. Such workspace may be on a shared basis. Workspaces shall include 1) a desk, 2) a chair, and 3), if requested by the faculty member, a computer with internet access, appropriate software, and other reasonable tools to fulfill employment responsibilities (1-3 shall not be shared with other NTT Faculty members). Workspaces shall have reasonable access to a locked/secure storage container, which may be shared with other NTT Faculty members. Workspaces shall have reasonable access to a phone within the unit along with reasonable access to a printer/copy machine. The workspace shall be made available to the NTT Faculty member no later than the first day of their contract.
- b. Off-campus Appointments. To the extent possible, the Board shall provide NTT Faculty members with an active assignment teaching a face-to-face course(s) in an off-campus setting (e.g., military bases, community colleges, etc.) reasonable access to workspace (but not necessarily office space) to support their instructional activities. Such workspace may be on a shared basis and shall include a desk, chair, computer with internet access, which may be shared with other individuals, and reasonable access to a locked/secure storage container, which may be shared with other individuals. Workspaces shall have reasonable access to a phone within the unit along with reasonable access to a printer/copy machine.
- c. Head Start and SRECP Appointments. To the extent possible, the Board shall provide NTT Faculty members in Head Start and SRECP reasonable access to appropriate workspace to perform their assigned duties in a manner consistent with the standard in the district or school in which they are primarily assigned.

ARTICLE 12

LEAVES/ABSENCES

Section 12.01. Sick Leave.

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

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

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

Section 12.02. Vacation.

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

- 1) Vacation for such faculty shall be earned at the following rates:

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

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

- 2) Eligible NTT Faculty may accrue up to two years vacation credit, but no additional accumulation will be credited to their account whenever a two-year maximum is accrued.
 - 3) Eligible NTT Faculty may use all or part of their accrued vacation prior to entering into leaves of absence without pay status. Accrued and unused vacation benefits will be retained on university records pending the NTT Faculty member's return to pay status.
 - 4) Vacation is not earned during a period of leave without pay or other leave not expressly described in the Article.

- 5) Lump sum payment of accrued vacation will be made to the NTT Faculty member at the time of resignation from the university or retirement or to the estate at the time of the NTT Faculty member's death, except as limited by Illinois statute pertaining to the transfer or reemployment of State of Illinois NTT Faculty to other state institutions or agencies.
- 6) NTT Faculty in term fiscal-year appointments must use the vacation benefits during the period of appointment or the benefit will be lost to the NTT Faculty member. Should death occur during a term fiscal-year appointment, earned but unused vacation benefits will be paid in a lump sum.
- 7) NTT Faculty whose continuing fiscal-year appointments have been converted to term appointments may maintain such vacation accruals as were earned in the prior fiscal-year appointment but are subject to paragraph 6) above with respect to vacation earned during subsequent term appointments.
- 8) NTT Faculty who are in term fiscal-year appointments on a temporary basis and who retain continuing fiscal appointment status are not subject to paragraph 6) and will accrue vacation as indicated in paragraph 2) above.

Section 12.03. Military Leave. Military leave shall be granted in accordance with applicable law or applicable Board policy, as the same may be changed from time to time by the Board.

Section 12.04. Family and Medical Leave Act. The Board agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith, or applicable Board policy and all such provisions applicable to bargaining unit Faculty shall be in accordance with what is legally permissible under the FMLA.

Section 12.05. Employment Elsewhere. A leave of absence will not be granted to enable an NTT Faculty member to apply for or accept employment elsewhere or for self-employment, unless the NTT Faculty member has received advance written permission from the Provost. Any NTT Faculty member who engages in employment elsewhere (including self-employment) while on any leave of absence without having received the Provost's prior written approval may be terminated by the Board.

Section 12.06. Bereavement Leave. Up to three (3) days of funeral leave, with pay, will be granted to an NTT Faculty member to attend the funeral or memorial service of a member of the immediate family or household. For purposes of this Section, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild, and corresponding in-laws. For purposes of this section, "household" includes anyone maintaining a family relationship living in the NTT Faculty member's home. Approval will be granted for leave with pay of 1 day to attend the funeral of a relative outside the immediate family or household as defined herein.

An NTT Faculty member may take unpaid bereavement leave in the event of the death of a child under the Illinois Child Bereavement Leave Act.

Section 12.07. Jury Duty. NTT Faculty members who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal are eligible for a paid leave under this Section. During the period an eligible NTT Faculty member is actually serving on a jury or is required by a court or other tribunal to be present as a witness, the NTT Faculty member will continue to receive his normal compensation. At other times when the court or other tribunal is not in session, the NTT Faculty member is expected to be at work. NTT Faculty who are required to appear in court as defendants or plaintiffs in civil or criminal actions are ineligible for a leave under this Section.

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

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

Section 12.10 Absence with Pay for Professional Activities. The Board shall not require a faculty member to use Sick Leave, Vacation, Personal Leave, or Leaves without Pay for professional development activities that are required as part of his/her assigned duties (e.g., certification trainings, continuing education workshops, etc.). Such time shall be requested in advance and reported on the Absence Request form as "Other Absence with Pay" in accordance with University absence reporting requirements.

Faculty may request Absence with Pay for professional development activities that are mutually beneficial to the university and the employee and are not required but are relevant to his/her assigned duties (e.g., attendance and/or presentation at professional meetings, pedagogical seminars, etc.). Such time shall be requested in advance and reported on the Absence Request form as "Other Absence with Pay" in accordance with University absence reporting requirements.

Nothing in this section negates the NTT Faculty member's responsibility under Section 11.04.a.2.

ARTICLE 13

WORKLOAD AND DUTY ASSIGNMENTS

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

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

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

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

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

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

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

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

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

Section 13.06. Grievance Level By-Pass. Any dispute over whether a workload assignment is potentially excessive or disproportionate relative to other NTT Faculty in the unit not resolved after an attempt to resolve it informally at the department level and dean level shall be resolved through the filing of the initial formal grievance under Article 7 with the Provost.

ARTICLE 14

REDUCTIONS IN FORCE

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

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

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

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

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

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

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

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

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

The Board shall not issue a layoff notice for the purpose of replacing NTT Faculty members with lower-salaried employees, including graduate assistants and student workers.

The Board may consider temporarily assigning an NTT Faculty member, who is subject to layoff, to another open NTT position within a department outside the faculty member's home department / school at the University. Such assignment shall not exceed one semester, is dependent upon whether the affected member is competent and qualified to fill the open position, and is subject to approval of a search waiver request to appoint the faculty member to the position. If there is an open position for which two or more NTT Faculty are competent and qualified, the seniority and tiebreaker provisions of this section shall apply.

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

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

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

1. The NTT Faculty members equally subject to layoff may mutually agree to split a fulltime appointment into two partial appointments (the split may be unequal).
2. If the two NTT Faculty are not able to agree, the faculty members shall be offered an appointment that is an even split of the available FTE assignment. In no such case shall a single course assignment be split. Each NTT Faculty member shall have the opportunity to accept or decline the “split” appointment and chose a full layoff pursuant to Section 14.02.
3. If it is not possible to evenly split an available FTE assignment or if both of the NTT Faculty members decline the split appointment, then NTT Faculty shall be laid off by the following criteria:
 - i. The NTT Faculty member with higher and/or more relevant degrees and/or certifications shall be retained
 - ii. If 14.05.c.i does not resolve the matter, the NTT Faculty member with the greater length of employment at SIUC not as an NTT Faculty member - excluding student worker positions shall be retained.
 - iii. If 14.05.c.ii does not resolve the matter, a coin-flip shall determine the layoff.

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

Section 14.07. Seniority. For purposes of this Article, “seniority” is defined as an NTT Faculty member’s length of service as a bargaining unit faculty member within the categories in Section 14.05 and within their employing unit. Seniority shall be calculated based upon the number of spring and fall semesters that an NTT Faculty member is employed provided that the semesters of employment are not separated by more than four (4) consecutive semesters, unless the cause of the separation is due to layoff or non-reappointment. Summer session and intersession employment shall not be included in the calculation of seniority.

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

Section 14.08. Recall Rights. NTT Faculty members on a continuing appointment shall have recall or re-employment right for a period of two (2) years after being laid off. Full-Time NTT Faculty members without a continuing appointment, shall have recall or re-employment rights for a period of one (1) year after the effective date of the layoff. Part-time NTT Faculty members without a continuing appointment shall not have recall rights.

Each unit shall maintain a list of NTT Faculty members who are laid off pursuant to this Article. If, during the recall period, an assignment in the Unit becomes available whose duties an NTT Faculty member on the recall/re-employment list is competent and qualified to perform, the Board shall notify the NTT Faculty member of the offer of employment in the open assignment. If more than one NTT Faculty member on the list is competent and qualified to perform the duties of the position, recall shall occur in the order set forth in Section 14.05. The

Board shall contact the NTT Faculty member at his/her last known address to give this notice. It shall be the responsibility solely of the NTT Faculty member to keep the Unit Head aware of his/her current address and telephone number. If, during the period an NTT Faculty member has been laid off and has recall or re-employment rights under this Section, a Unit is divided in to two or more Units, then the laid off employee shall have recall rights in all of the Units. If a Unit in which an NTT Faculty member holds continuing status is merged with another unit, the laid-off employee shall have recall rights in the merged unit.

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

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

ARTICLE 15

OTHER TERMS AND CONDITIONS

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

An NTT Faculty member shall be provided in person or through the campus mail system with a copy of any evaluative or critical material that is placed in his/her personnel file after the effective date of this Agreement. The NTT Faculty member may file a response to any material in the personnel file and the response shall be included in the file. No evaluative or critical material that has been placed in an NTT Faculty member's personnel file may be used against an NTT Faculty member in any legal proceeding, unless the NTT Faculty member has been given a copy of such material and has been given the opportunity to provide a timely response to such material as provided herein.

Section 15.02. Travel Expenses. With the prior approval on the applicable absence request form from his/her department chair/unit director, an NTT Faculty member may attend professional meetings and deliver seminars and colloquia at other institutions during the academic year or the term of his/her appointment. In each such instance an NTT Faculty member with direct instructional responsibilities shall be responsible for rescheduling any affected class(es) or making other appropriate arrangements. In each such instance, a Faculty member with no direct instructional responsibilities shall be responsible for making up any missed work assignments or making other appropriate arrangements to insure that any missed work assignment is properly covered. Such arrangements must be approved in writing by the Faculty member's chair/unit director prior to the Faculty member's departure. For such discretionary travel, reimbursement of travel expenses, if any, shall be subject to the availability of funds and applicable state law and University policies, rules and regulations. The University shall reimburse NTT Faculty for expenses incurred for pre-approved, nondiscretionary travel in accordance with state and university policy.

ARTICLE 16

SALARY

Section 16.01. Salary Increase for Fiscal Year 2015. No salary increase for Fiscal Year 2015.

Section 16.02. Salary Increase for Fiscal Year 2016. No salary increase for Fiscal Year 2016.

Section 16.03. Salary Increase for Fiscal Year 2017. No salary increase for Fiscal Year 2017.

Section 16.04. Head Start, Southern Regions Early Childhood Program, and Motorcycle Rider Program. Beginning with Fiscal Year 2018, salary increases for NTT Faculty appointed in Head Start, the Southern Regions Early Childhood Program (SRECP) and the Motorcycle Rider Program are governed by a side letter to this Agreement.

Section 16.05. Salary Increase for Fiscal Year 2018. Except as provided below, all NTT faculty, except those employed in the units per Section 16.04 above, who were: a) employed for at least one full semester during the 2017 Fiscal Year; and, b) will be employed for at least one full semester during the 2018 Fiscal Year shall receive an increase in his or her base salary on the effective date and in the amount allocated by the Board of Trustees for salary increases for non-represented employees on the Carbondale Campus, excluding the School of Medicine. Any such General Salary Increase shall be distributed "across the board".

NTT faculty who are not paid on a monthly rate basis, but who are instead paid on a set rate basis either per credit hour or by course, shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2018. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.06. Salary Increase for Fiscal Year 2019. Except as provided below, all NTT Faculty, except those employed in the units per Section 16.04 above, who were: a) employed for at least one full semester during the 2018 Fiscal Year; and, b) will be employed for at least one full semester during the 2019 Fiscal Year shall receive an increase in his or her base salary on the effective date and in the amount allocated by the Board of Trustees for salary increases for non-represented employees on the Carbondale Campus, excluding the School of Medicine. Any such General Salary Increase shall be distributed "across the board".

NTT Faculty who are not paid on a monthly rate basis, but who are instead paid on a set rate basis either per credit hour or by course, shall receive no General Salary Increase. Instead, they shall receive compensation pursuant to the terms of their appointment(s) for Fiscal Year 2019. Nothing in this Agreement shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.07. Wage Reopener. The Association may invoke an option to reopen Article 16 in Fiscal Year 2020 for the purposes of negotiating possible additional wage increases. To exercise this option, the Association shall provide a written notice to the University no earlier than September 1, 2019 and not later than October 1, 2019.

If this Article is re-opened pursuant to this Section, no changes shall occur to the language of the Agreement during such negotiations, unless mutually agreed to in writing and ratified by both the Association and the Board. If negotiations are re-opened all terms and conditions of the Agreement shall remain in full force and effect during the course of such negotiations, except that Article 18, No Strikes and No Lockouts shall also be considered to be open during the negotiations.

Negotiations shall occur over no more than a sixty (60) day period from the date of the first negotiations. Neither party shall unreasonably or unduly delay the start of negotiations. Both parties agree to bargain in good faith. If the parties are unable to reach agreement during this sixty (60) day period, they shall request and participate in mediation through FMCS.

Section 16.08. Salary Minimums.

All minimum salaries in this section reflect 1.0 FTE base monthly salary. For appointments less than 1.0 FTE, actual salary shall be prorated by FTE.

- a. Effective January 1, 2018, the minimum salary paid an NTT faculty member on full-time appointment of at least 9 months during the academic year shall be \$2,600 per month..
- b. Effective July 1, 2018, the minimum salary paid an NTT Faculty member on full-time appointment of at least 9 months during the academic year shall be \$2,700 per month.
- c. Effective July 1, 2019, the minimum salary paid an NTT Faculty member on full-time appointment of at least 9 months during the academic year shall be \$2,800 per month.
- d. Effective January 1, 2018, NTT Faculty who are paid on a set rate basis (either per credit hour or by course taught), and not a monthly rate basis for a semester or academic year, shall be paid no less than \$850 per credit hour assigned. Nothing in this provision shall require the Board to provide compensation for independent study supervision/instruction.

Section 16.09. Salary Levels. Nothing in this article shall reduce an NTT faculty member's current FTE-adjusted salary level. NTT faculty whose retirement or social security income is negatively affected by the salary provisions in this Article may agree to a lower salary with the consent of the Association.

Section 16.10. Summer Appointments. Nothing herein shall require that an NTT Faculty member accept a summer or intersession appointment.

Summer Instructional Contracts. The Board shall, in its sole discretion, determine which courses it may offer during the summer or intersession periods. The University reserves the right to cancel courses for any reason, including but not limited to failure to enroll

sufficient students. Once the Board determines that it may offer a course during summer or intersession, the Board shall determine whether the course will be offered to an NTT Faculty member on an enrollment-contingent basis. If enrollment-contingent courses are offered, the parties agree that a percentage of total tuition revenue will be retained by Central Administration (e.g., to cover overhead costs); instructor salary costs shall be allocated from the portion of the tuition revenue distributed to the college. Nothing shall prevent the Board from discussing the course and gauging interest of NTT Faculty members or others prior to making a contingent offer to teach the course.

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

1. Student needs (e.g., enrollments and graduation requirements, including internships);
2. Seniority
3. Unit needs; and
4. Faculty member's expertise.

Once the Board has determined that an NTT Faculty member will be provided a contingent offer to teach a summer or intersession course(s), the Board shall provide a written contingent offer for the course(s) as soon as is reasonably possible. The written offer shall, at a minimum, include the following: (1) the course(s) the NTT Faculty member is being offered, (2) the minimum number of students needed to enroll in the course for the faculty member to receive compensation at the equivalent of one month's salary for every three (3) credit hours taught, and (3) the date by which the minimum enrollment must be met for the faculty member to receive such compensation. The date by which enrollment shall be met shall be not less than five (5) and not more than ten (10) days prior to the start date for the course. If enrollment reaches the minimum established by Board by the fifth (5th) day of the course, then the faculty member shall receive compensation at the equivalent of one month's salary for every three (3) credit hours taught.

In establishing the minimum enrollment necessary to compensate the NTT Faculty member at the equivalent of one month's salary for every three (3) credit hours taught, the Board shall determine a good faith estimate of the costs of delivering the course during the summer/intersession and a good faith estimate of the minimum enrollment necessary to provide sufficient income to the Board to cover the costs of delivering the course. That minimum enrollment, based on the estimated number of students necessary to cover the costs of delivering the course, and taking into account projected tuition payments by enrolled students, shall be the minimum enrollment necessary for the faculty member to receive compensation at the equivalent of one month's salary for every three (3) credit hours taught.

In establishing its good faith estimate of the costs of delivering the course, the Board may consider all costs of delivery, including but not limited to: the faculty member's salary, any salary support costs (e.g. teaching/graduate assistant salary, etc.), costs of the space/location for the course (rental costs, utility costs and fees, equipment needs, etc.), any additional costs or fees for delivering the course, additional supplies necessary for the course, etc. A profit to the College/Department may not be considered a cost of delivering the course. These estimated costs shall be determined by the Board and shall be estimated

on a course by course basis. Nothing in this provision subsection shall prevent the Board or any individual College or Department/School from utilizing a portfolio method to cover costs of the courses offered in the College/Department.

The NTT Faculty member may accept or reject the contingent offer to teach summer/intersession course(s). Rejecting such offer shall not preclude the offer of a future summer appointment. The Board will provide, at minimum, five (5) business days for the faculty member to consider a contingent offer to teach a summer/intersession course. If the faculty member rejects a contingent offer to teach summer/intersession course(s), then the Board may offer the course(s) to someone else.

If the NTT Faculty member accepts the enrollment-contingent offer and the student enrollment does not reach the minimum established by the Board by the date stated in the offer and the Board determines that it may still offer the course(s) during the summer/intersession, the Board shall offer the course to the faculty member with compensation reduced by the proportionate number of students enrolled in the class by the relevant date stated in the written offer. In no event shall a faculty member be paid less than the equivalent of one-half (1/2) of one month's salary for every three (3) credit hours taught for a summer/intersession teaching assignment. A faculty member shall not be required to accept any such offer to teach the course for compensation of less than the equivalent of one month's salary for every three (3) credit hours taught. The Board will provide, at minimum, two (2) business days for the faculty member to consider an offer to teach a summer/intersession course for less than one month of salary as defined above. The Board and the faculty member may mutually agree to a higher compensation amount than established by this subsection. If the faculty member rejects an offer for any reason to teach a summer/intersession course(s), including but not limited to insufficient compensation, the Board may elect to offer the course to someone else.

Any summer contract shall set forth the basis upon which the amount of compensation is computed (i.e., the percentage of time (FTE) and the full-time equivalent monthly salary) and the specific assignment accepted and approved for such compensation. Unless otherwise expressly so provided, nothing in a summer contract shall constitute an offer or promise of continuing employment.

Section 16.11. Continuing Appointment. Upon receipt of a continuing appointment pursuant to Section 9.03, a NTT Faculty member shall receive a one-time increase to his/her 1.0 FTE base salary of \$300 per month (the actual monthly salary increase shall be prorated by FTE).

Upon recommendation by the Chair/Director and approval by the Dean and Provost, an additional one-time merit-based salary increase of 1.5% of 1.0 FTE base salary may be provided at the point of conversion to continuing status. Any such increase shall be applied to the base monthly salary after application of the \$300 promotional increase (as above, the actual monthly salary increase shall be prorated by FTE).

Section 16.12. Twelve Month Payment Option. All NTT Faculty on nine month (9) academic year appointments may elect to have their salary distributed over twelve (12) months.

Salary shall be distributed over nine (9) months unless employees notify the University in writing (according to University guidelines) that they have elected the 12 month pay option.

Section 16.13. Merit. No merit pay for this contract, with the exception of any adjustment under section 16.11 of this Article.

Section 16.14. Overload. Overload assignments shall be handled pursuant to the Overload Compensation Policy as approved by the Board of Trustees effective February 24, 2011. The parties further agree to the following:

- a. Overload assignments shall be offered equitably to NTT Faculty members provided that a NTT Faculty member who is more competent and/or qualified to perform an overload assignment shall receive the overload assignment;
- b. The University shall provide a NTT Faculty member up to five (5) calendar days to accept or reject the offer of an overload assignment;
- c. As compensation for an overload assignment, the Board shall offer the NTT Faculty member financial compensation equal to one month of salary for a .25 FTE course assignment or equivalent effort per section 13.02 of this agreement. In instances where the overload assignment is less than .25 FTE or equivalent effort per section 13.02, compensation will be reduced proportionately.

The Board reserves the right not to offer a course if enrollment in the course does not meet the minimum requirement.

Section 16.15. Equity Adjustment. NTT Faculty members who were employed at SIUC on a full-time continuing appointment on November 1, 2011 and remain employed at SIUC shall receive the following one-time increases to his/her 1.0 FTE base salary:

- a. A one-time increase to his/her base salary of fifty dollars (\$50) per month upon achieving ten (10) years of full time service; and
- b. An additional one-time increase to his/her base salary of seventy-five dollars (\$75) per month upon achieving fifteen (15) years of full time service; and
- c. An additional one-time increase to his/her base salary of one hundred dollars (\$100) per month upon achieving twenty (20) years of full time service.

This provision became effective on January 18, 2012 and shall not be retroactive.

Section 16.16 Search Waiver Hires. If the Board appoints an NTT Faculty member under a search waiver, the notice of appointment shall make clear that if the faculty member is subsequently hired under a competitive search, the salary will be negotiated at that point and may be lower than the salary offered under the search waiver.

Section 16.17. Salary Counteroffers. An NTT Faculty member may make a written request to the Dean, with copy to the Chair/Director, for consideration of a salary-counter offer in the event that an outside offer of employment has been received. Notwithstanding any other provision of this Agreement, the Board retains the right to make determinations regarding counteroffers and to implement counteroffers during the term of this Agreement in order to retain

qualified faculty

In the event a counteroffer from the Board is made to and accepted by an NTT Faculty member, the Board will, within 30 days, provide a summary of the details of the counter-offer to the Association President.

On or before February 1 of each calendar year, the Board will provide the Association President a report that sets forth the number of all faculty members who have requested counteroffers.

ARTICLE 17

PROMOTIONS

Section 17.1. Promotional Opportunity for NTT Faculty

1. The parties agree that there will be one additional promotional step/title for full-time continuing NTT Faculty beyond the promotion in title and salary that is associated with conversion to continuing status.
2. Part-time continuing NTT Faculty shall not be eligible for promotion in rank. NTT Faculty members who are promoted pursuant to this Article shall carry titles as below:

<u>Degree Held</u>	<u>Title</u>
BA/BS	Instructor
MA/MS	Lecturer
Terminal (MFA/Ph.D/JD)	Professor of Practice, or Clinical Professor

3. An NTT Faculty member promoted under this article may choose to retain the title held prior to promotion at her/his discretion. Such request shall be communicated to the contract administrator (presently the Associate Provost for Academic Administration) within 30 days of notification of the promotion.
4. Nothing herein shall prevent the Board from granting an Emeritus title to a retired faculty member.
5. The Board may at its discretion, hire a faculty member at any rank allowable by University Policy or by this agreement.

Section 17.2. Creation of Standards for Promotion

College-level standards for promotion shall be developed in consultation with separate college-level steering committees constituted by appropriate stakeholders, including NTT Faculty members. College-level standards shall be completed no later than June 30, 2018.³

1. The steering committee shall be appointed by the Dean of each College. The Association shall have the right to appoint up to three committee members.
2. The college-level steering committees shall not include tenured faculty.

³ If a college does not create a standard by June 30, 2018, then the Dean, in consultation with the Provost, shall create the standards by August 1 2018.

3. The college-level steering committees may include A/P faculty administrators (e.g., Department Chairs, Associate Deans).
4. College-level standards for promotion shall be approved by the Dean and Provost before being memorialized in a promotional standards document that is independent of the College Operating Paper. Such standards shall be communicated to NTT Faculty and shall be publicly available for review (e.g., website posting).
5. Subsequent amendment to the college-level standards shall be passed by: 1) a majority vote of NTT Faculty in the college, 2) approval of the Dean, and 3) approval of the Provost. All three must occur before amendments to the standards are approved.

Section 17.3. Timeline for Promotion.

NTT Faculty who have held Continuing Status for eight semesters shall be eligible to apply for promotion. The Board shall establish and promulgate deadlines for NTT Faculty to submit dossiers for review and for the NTT Promotional Panel to transmit its promotion recommendation to the Dean. Announcement of the dossier submission date shall occur no later than 30 days prior to the submission deadline. Promotion determinations shall be completed no later than May 15 of any year in which applications for promotion are under review⁴. Promotions in rank, and accompanying salary increases (see section 17.8) shall be effective on July 1 of the fiscal year that follows the promotion determination.

Section 17.4. Promotion Review Process

During the promotion review process, a faculty member's evaluation with respect to the College standards for promotion shall be made in the context of the scope/nature of the faculty member's workload assignments (e.g., for a faculty member whose workload assignment has been 100% teaching there shall be no expectation of service contributions in the evaluation process).

1. An advisory university-level NTT Promotional Panel shall review the candidate's dossier and shall prepare a letter of recommendation regarding the candidate's promotion.
2. The NTT Promotional Panel shall include one (1) senior-level⁵ (i.e., promoted to highest available rank) NTT Faculty member from each academic college.
3. The advisory panel's recommendation letter shall be provided to the candidate, and shall be added to the dossier before it is forwarded to the Dean for review.

⁴ For academic year 2018-2019 only, promotion determinations shall be completed by December 31, 2018.

⁵ In the event that there is no senior-level NTT Faculty member available from a given College to serve on the NTT Promotional Panel, a fully-promoted NTT Faculty member from another College may be appointed. If there are no NTT Faculty members in any college who have been promoted to the highest rank, then the Association may select appropriate continuing NTT Faculty members who hold higher-than-average seniority to serve on the panel.

4. The Dean shall review the dossier (including the advisory panel's recommendation letter) and shall provide a written letter that includes the Dean's recommendation on promotion. The Dean's letter shall be added to the dossier before it is forwarded to the Provost for review.
 - a. If a Dean's recommendation on promotion is contrary to the recommendation of the panel, the Dean's reasons for his/her recommendation shall be stated in detail.
 - b. The Dean's decision letter shall be provided to the promotion candidate for review. In cases of a negative recommendation by the Dean, the candidate shall have the right to write a response, and such response shall be included in the dossier if received by the Dean's office within seven (7) working days. Such response shall be limited to responding to the negative recommendation of the Dean; no new material may be included in such a response.
5. The Provost shall review the dossier (including the panel's recommendation letter, the Dean's recommendation letter, and any response from the candidate) and shall make a final determination on promotion.
 - a. If the Provost's recommendation is negative regarding promotion, s/he shall provide a written decision letter summarizing the reasons for the negative determination.
 - b. The Provost's decision letter shall be provided to the promotion candidate.
6. A recommendation by the Provost to promote an NTT Faculty member is subject to ratification by the Board of Trustees.

Section 17.5. Considerations related to Negative Promotion Determinations by Provost

In the event that the Provost does not recommend promotion, the faculty member shall retain her/his current faculty status and rank, with no loss of continuing status and with no reduction in salary. A negative decision letter shall not be stored in the NTT Faculty member's personnel file.

An NTT Faculty member whose application for promotion is not approved may apply for promotion in a subsequent academic year without penalty.

Section 17.6 Dossier

A required, university-wide, standardized dossier format shall be used. The dossier shall include the following components (not necessarily in the order listed):

1. Request for promotion review form (submitted by candidate to initiate process).
2. Promotional review / recommendation signature page.
3. University Level NTT Promotional Panel letter.
4. Dean's letter of recommendation (and any candidate response as defined above).
5. Employment Information:
 - a. Offer letter, if applicable
 - b. Employment summary form (including, EG, date of hire, any prior promotions)

- c. Candidate's CV
- d. Copies of workload assignments
- e. Copies of annual evaluation forms / letters including 3rd-year review letter, if available.

Teaching / Pedagogy Module

- 1. Candidate's reflective statement on teaching / pedagogy (2-3 pages)
- 2. Summary of Teaching assignments
- 3. Evidence of Sustained Excellence and innovation in Teaching / Pedagogy (including but not limited to)
 - a. Summary of student evaluation of teaching / pedagogy, if applicable.
 - b. Peer reviews of teaching / pedagogy
 - c. External reviews of teaching / pedagogy, if appropriate

Supplemental Materials

Supplemental materials may include evidence of research and service that are not part of the faculty member's appointment or workload assignment. No faculty member shall be denied promotion for having or not having supplemental materials. Supplemental materials might include summaries of other activities / accomplishments that directly relate to and support and /or provide additional evidence of sustained excellence in teaching / pedagogy.

Section 17.7. Grievance and Arbitration

Procedural violations of this article shall be grievable under the grievance article of the Agreement. Neither the substantive recommendation of the Dean nor the substantive determination of the Provost shall be subject to grievance.

If a grievance is filed under this Agreement, an arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding promotion, the application of those standards and criteria to individual NTT Faculty members, and whether or not to award promotion. Nor shall an arbitrator have any authority or jurisdiction to award promotion or order that the Board award promotion to any NTT Faculty member. The arbitrator may order the administration to do the review a second time with different administrators substituting for the Dean and/or Provost.

Section 17.8. Salary Increase

Upon promotion under this article, the NTT Faculty member shall receive a \$550 per month increase in 1.0 FTE base salary, effective July 1 of the fiscal year that follows the promotion determination.

Section 17.9. System Review

After the completion of a two-year cycle of promotion reviews, the Association and Board shall create/charge a joint committee of six (6) members, three (3) selected by each party, to review the effectiveness of the system. The joint committee shall submit a report within six months of

its charge regarding the effectiveness of the system and any recommendations for modifications. The final report shall be submitted to the Provost and President of the NTT Faculty Association. The parties will then meet to discuss the promotion process and a potential Memorandum of Understanding.

Section 17.10. School of Law

The School of Law shall not be subject to this Article. All School of Law NTT Faculty promotions shall follow the process in the CLINICAL FACULTY LAWYERING SKILLS HIRING, PROMOTION AND CONTRACT RENEWAL DOCUMENT Approved 12/14/99.

Section 17.11. Head Start

For NTT Faculty in Head Start, the Director shall fulfill the responsibilities of the Dean as articulated in this article.

ARTICLE 18

NO STRIKES AND NO LOCKOUTS

No Strikes. During the term of this Agreement, neither the Association nor its officers or agents, nor any of the faculty members covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike), concerted refusal to work, or any other concerted and intentional interruption of the functions of the University. In the event of any violations of any provisions of this section by the Association, its members, or representatives, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

No Lockouts. During the term of this Agreement, neither the Board nor its administrative agents will lock out any faculty during the term of this Agreement as a result of a labor dispute with the Association. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the Association, immediately direct such administrative agents, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

ARTICLE 19

STATUS OF THE AGREEMENT

Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual notice of appointment or any written Board policies, rules and regulations that may be in effect from time to time, the written terms of the Agreement, for its duration, shall be controlling as to NTT bargaining unit faculty.

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

ARTICLE 20

ENTIRE AGREEMENT

Section 20.01. Entire Agreement. The provisions of this Agreement upon ratification, supersede all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and it constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties each voluntarily and unqualifiedly waive any rights that otherwise exist under law to negotiate over any matter during the term of this Agreement that is covered or referred to in said Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to said matters. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and shall remain exclusive Board prerogatives, subject only to the provisions of the next paragraph if any such prerogatives concern mandatory subjects of bargaining.

Section 20.02. Non-Waiver. This Article does not waive the Association's right to bargain over any mandatory subject of bargaining that is not covered or referred to in this Agreement if the Board is considering a change during the term of this Agreement.

ARTICLE 21

SAVINGS


In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section, or portion thereof specified in the agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 22

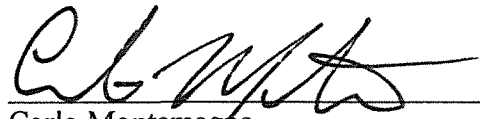
TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2014 and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2020. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing not more than 120 days nor less than 90 days prior to June 30, 2020, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

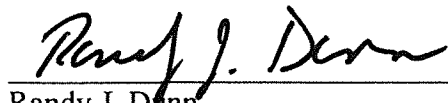
Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days advance written notice to the other party of its desire to terminate this Agreement; provided such termination date shall not be before June 30, 2020, or the anniversary date of a subsequent year as set forth in the preceding paragraph. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.



Jeff Hayes
President, NTT Faculty Association, IEA/NEA



Carlo Montemagno
Chancellor



Randy J. Dann
President

**SIDE LETTER FOR HEAD START, SOUTHERN REGION EARLY CHILDHOOD
PROGRAM AND MOTORCYCLE RIDER PROGRAM**

For Fiscal Year 2018 only, NTT Faculty appointed in the Head Start Program who were: a) employed for at least one full semester during the 2017 Fiscal Year; and, b) will be employed for at least one full semester during the 2018 Fiscal Year shall receive an increase in his or her base salary on the effective date and in the amount allocated by the Board of Trustees for salary increases for non-represented employees on the Carbondale Campus, excluding the School of Medicine. Any such General Salary Increase shall be distributed "across the board".

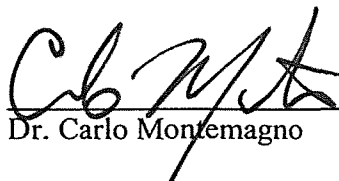
For Fiscal Year 2019 and Fiscal Year 2020: Salary increases for NTT Faculty in the Head Start program shall be determined exclusively by the approved budget from the funding agency. If the Head Start Program has funds budgeted and approved for raises for NTT Faculty, the budgeted and approved funds shall be distributed equally as raises to all NTT Faculty in the program, with effective date of the salary increase of July 1 of each fiscal year. In the event that salary increases provided to NTT Faculty under article 16 of this agreement are more than salary increases budgeted in the grant, faculty in Head Start shall receive the amount budgeted and approved by the granting agency.

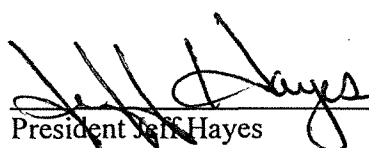
For Fiscal Year 2018, Fiscal Year 2019 and Fiscal Year 2020: Salary increases for NTT Faculty appointed in the Southern Regions Early Childhood Program (SRECP) shall be determined exclusively by the approved budget from the funding agency. If the SRECP program has funds budgeted and approved for raises for NTT Faculty, the budgeted and approved funds shall be distributed equally as raises to all NTT Faculty in the program, with effective date of the salary increase of July 1 of each fiscal year. In the event that salary increases provided to NTT Faculty under article 16 of this agreement are more than salary increases budgeted in the grant, faculty in SRECP shall receive the amount budgeted and approved by the granting agency.

For Fiscal Year 2018, Fiscal Year 2019 and Fiscal Year 2020: Salary increases for NTT Faculty appointed in the Motorcycle Rider Program shall be determined exclusively by the approved budget from the funding agency. If the Motorcycle Rider Program has funds budgeted and approved for raises for NTT Faculty, the budgeted and approved funds shall be distributed equally as raises to all NTT Faculty appointed in the program, with effective date of the salary increase of July 1 of each fiscal year. In the event that salary increases provided to NTT Faculty under article 16 of this agreement are more than salary increases budgeted in the grant, faculty in the Motorcycle Rider Program shall receive the amount budgeted and approved by the granting agency.

**Board of Trustees
Southern Illinois University**

SIUC Non-Tenure Track Faculty Association

 6/11/18
Dr. Carlo Montemagno Date

 22 Jun 2018
President Jeff Hayes Date