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# **COLLECTIVE BARGAINING AGREEMENT**

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**For the years**  
**2022-2023 • 2023-2024**  
**2024-2025 • 2025-2026**

**Between the**  
**UNIVERSITY PROFESSIONALS**  
**OF ILLINOIS LOCAL 4100**  
**and the**  
**NORTHEASTERN ILLINOIS UNIVERSITY**  
**BOARD OF TRUSTEES**

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# **DEFINITIONS**

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

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

**Provisions of the Agreement:** The provisions of the Agreement apply to all semesters and academic sessions.

**In This Agreement (unless otherwise stated):**

**Academic Support Professional** shall mean a non-tenured employee assigned to any administrative unit that delivers student-centered or faculty-centered services designed to enhance performance and academic experience.

**Academic Term** shall mean a semester.

**Academic Program** shall mean a sequence of courses that lead to the completion of a degree and/or license requirements at the undergraduate or graduate level.

**Academic Resource Professional (ARP)** shall mean a non-tenure track Resource Professional.

**Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed by the U.S. Secretary of Education.

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

**Applicable Salary Structure** for ASPs paid hourly, shall mean the estimated number of hours worked per pay period. Refers to hourly or salaried employment.

**Bargaining Unit** shall mean the group of employees described in the certification letters from the Illinois Educational Labor Relations Board on April 3, 1985 and July 31, 1996.

**Bank Member** shall refer to an employee who has voluntarily contributed sick leave days to the Sick Leave Bank. Only Bank members may apply for and receive paid sick leave days from the bank, except as otherwise provided in the Article on Compensable Fringe Benefits.

**Base Annual Salary** shall refer to full-year, full-time salary.

**Board** shall mean the Board of Trustees for Northeastern Illinois University created by "an Act to provide for the management, cooperation, control, and maintenance of Northeastern Illinois University," the governing board for Northeastern Illinois University. To the extent permitted by law, the term "Board" shall also refer to any successor agency of the Board of Trustees.

**Catastrophic Illness or Injury** shall refer to a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhausting of all earned sick or annual leave and/or equal time off. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

**Chapter President** shall mean the President of the Northeastern Illinois University Chapter of University Professionals of Illinois, Local #4100.

**Contact Hour** shall mean one hour per week of direct instruction.

**Coordinator** shall mean an employee who is assigned responsibility for the delivery of intra- or inter-departmental academic programs or services.

**Credit Hours (CH)** shall mean the credit hour value assigned to a given course.

**Credit Unit (CU)** shall mean the value assigned to a course or activity as specified in the credit unit guidelines.

**Day**, when written in uppercase, shall mean one business day from Monday through Friday, excepting days when the University is officially closed. When written in lower case, "day" shall mean one calendar day.

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

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

**Educational Contract** shall mean a contract through which the University provides a conference, course, or other continuing education offering at the request of, and in coordination with, a governmental unit, community organization, or private business.

**Employee** shall mean a member of the Bargaining Unit described above.

**Grievance(s)** shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

**Grievant** shall mean an employee, or group of employees in a dispute over a term or provision of this Agreement as it relates to them, or the Union in a dispute over a term or provision of this Agreement as it relates to the Union as an organization.

**Instructional Effort Indicator (IEI)** refers to the agreed upon numeric value of effort assigned for specific duties in addition to the course load (Credit Hour) assignment.

**Instructor** shall mean a non-tenure track faculty.

**Leave Day** includes sick leave, annual leave, and personal leave.

**Licensed Health Care Provider** shall refer to a trained health care provider practicing within the scope of their license.

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

**Member of the Household** shall mean a person who maintains a principal residence with, has a committed relationship with, and is financially interdependent with the employee.

**Minima tables** shall mean the table of established minimum salaries for employees. These tables do not create maximum salaries for employees. In addition to years of service, minimum salaries are set by rank within Teaching Professionals and Resource Professionals, and academic degree held by Instructors, Academic Resource Professionals, and Academic Support Professionals.

**Modality** shall refer to the means of delivery for a course. May be one of the following:

- **In person** – Meeting with the students at an approved location at a set time. This is the default modality.
- **Online** – Asynchronous instruction with all course work being done online.
- **Hybrid** – The class meets part of its time synchronously and part of the time asynchronously online. Hybrid could have the synchronous portion be in person or online.
- **Remote** – Synchronous online instruction. Class meets at set times but online.
- **Hyflex** – Class is taught simultaneously in person to students in a classroom and online to students joining virtually.

The issue of “modality” will be reviewed by the University in its policy process. Should that process yield a different definition of modality, that would supersede this definition.

**Month** shall mean a calendar month.

**Provost/Vice President for Academic Affairs** shall mean the chief academic officer of the University.

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

**Relative** shall mean the employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, grandchild, or a person other than a member of the immediate family who can be claimed as a dependent on the employee's federal tax return.

**Resource Professional** shall mean a Bargaining Unit employee with tenure or on the tenure track with a job description such as librarian or counselor.

**Sick Leave Bank** shall refer to a pool of sick leave days voluntarily donated by employees. The Sick Leave Bank provides paid sick leave to Bank members who meet the eligibility requirements. It is administered by the Sick Leave Bank Committee with the assistance of Human Resources.

**Sick Leave Day** shall refer to one full sick leave day and shall equal 7.5 hours.

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

**Summer Session** shall mean any period following a Spring term and prior to the successive Fall term during which scheduled instructional activities are offered.

**Supervisor**, as used in this agreement, shall mean the person immediately responsible for management of a University Department, division, unit, or other organizational entity in which an employee is primarily employed.

**Teaching Professional** shall mean a Bargaining Unit employee with tenure or who is on tenure track appointment and provides instructional services and support.

**Terminal Degree** shall mean the highest level of college degree available from an accredited institution in an employee's field of primary academic assignment, and includes: a doctoral degree, a law degree (J.D. and L.L.M. or J.D.), a doctor of medicine (M.D.), a doctor of nursing practice (D.N.P.), a doctor of veterinary medicine (D.V.M.), an M.L.S. degree, or an M.F.A. degree in a field or area without doctoral degrees. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of an M.F.A. degree or M.L.S. degree will be treated as the equivalent.

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

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

**Union Grievance Representative** shall mean an employee of the University with the authority to represent employees in Grievance discussions with the University.

**Union Grievance Officer** shall mean an employee of the University with the authority to represent employees and the Union in Grievance discussions with the University.

**Union President** shall mean the President of Local #4100.

**University** shall mean Northeastern Illinois University.

**University Contract Administrator** shall be a University employee who is assigned responsibilities to administer the Agreement on behalf of the University.

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

**Winter Session** shall mean any period following a Fall term and prior to the successive Spring term during which scheduled instructional activities are offered.

## **PREAMBLE**

It is the intent of the Board and the Union to promote the quality and effectiveness of education in the University and to promote high standards of academic excellence in all phases of instruction, research, and service. The Board and Union recognize that mutual benefits are to be derived from improvement in the University, and that participation of employees in the formulation of policies under which they provide their services is educationally sound. The Board and Union further 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.

The disparities evident in U.S. higher education institutions reflect our country's failure to redress the harms caused by centuries of slavery, violence, systemic racism, sexism, implicit bias, and discrimination. The University pledges to work toward justice and equity through solidarity with colleagues and students. Employees of all races, ethnicities, gender identities, categories of gender expression, sexual orientations, ages, religions, ethno-religious identities, national origin, disabilities, political affiliations, marital status, veteran status, or union membership/non-membership have the right to thrive, and not just survive. No member of the University community shall discriminate against an employee on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or pregnancy.

This Preamble is a statement of intent and is not subject to the Grievance Procedure Article in this Agreement.

## **ARTICLE 1 RECOGNITION**

- 1.01 Pursuant to the November 3, 1976, certification of the Illinois Office of Collective Bargaining (Appendix A), the Board recognizes the Union as the exclusive bargaining agent for Teaching and Research Professionals described in the certification.
- 1.02 During the term of this Agreement, no employee shall be reassigned to employment in a position outside of the Bargaining Unit without the employee's consent. The University shall notify the Union President in writing of any reassignments within 15 Days of the transfer pursuant to the Article on Transfer in this Agreement.
- 1.03 Separately, pursuant to the April 3, 1985 certification (Appendix A) and the July 31, 1996 certification (Appendix A) of the Illinois Educational Labor Relations Board, the Board recognizes the Union as the exclusive bargaining agent for Instructors, Academic Support Professionals, and Academic Resource Professionals described in the certification.
- 1.04 Separately, pursuant to the January 11, 2007 agreement, effective July 2006, the University will give voluntary recognition for bargaining unit status to the Center for College Access and Success and the College of Education Resource Center (formerly the Chicago Teachers' Center) employees with the following titles: Specialist, Coordinator/Project Manager, and Coordinator/Senior Manager. Included in the January 11, 2007 agreement and effective January 1, 2007, professional hourly employees at the Center for College Access and Success and the College of Education Resource Center who have worked at 80% or more for one year will be given the title of Specialist and moved into the bargaining unit as hourly employees. Under circumstances when the responsibilities of any of the employees in the above categories are primarily supervisory, as defined by the Illinois Educational Labor Relations Act, the positions will be excluded for bargaining unit status by mutual agreement. These positions are contingent upon receipt of sufficient funding (i.e., state appropriation, grant, or contract) and are subject to the policies, regulations, and procedures of the funding agency, of the Board of Trustees of Northeastern Illinois University, and of the University.
- 1.05 Separately, pursuant to the January 11, 2007 agreement, the Board recognizes that, if a new classification is a successor title to a classification covered by this agreement, such classification shall automatically become part of this agreement. The titles Specialist and Coordinator (Project Manager and Senior Manager) are in the bargaining unit as successor titles to the title Program Associate at the Center for College Access and Success and the College of Education Resource Center, and all hours, wages, and working conditions of the collective bargaining agreement previously agreed to shall be fully applicable.
- 1.06 When the University creates a new academic employee classification or adds an additional person to an existing classification, the University will notify the Union President of the title of the classification and the duties of the classification within three months of appointment. At the request of the Union President, the University President will schedule one or more meetings to discuss whether the classification should be included in the Bargaining Unit. If necessary, final determination of the appropriate placement of the classification will be made according to the procedures of the Illinois Educational Labor Relations Board.
- 1.07 On the first day of each term, and on the 20th day after the first day of each term, the University will provide the Chapter President with a report as outlined in the Article on Information and Reports in this Agreement regarding changes in employee's employment status in the Bargaining Units, including vacancies, new hires, leave status, transfers, and reassignments (within the Bargaining Unit).
- 1.08 Nothing contained in this Agreement shall be construed to prevent the Board or the University, or their members, officials, agents, or representatives, from meeting with any individual or organization to hear views on any matter. The specific and express terms of this Agreement shall not be changed as a result of any such meeting except by a mutual agreement of the Board and the Union.

## **ARTICLE 2 CONSULTATION**

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

2.02 Labor Management Committee

The Union and the University agree to establish a Labor-Management Committee. The Committee shall be comprised of the following eight members: The University Contract Administrator, Union Grievance Officer, three members appointed by the Union and three members appointed by the University. The University Contract Administrator and Union Grievance Officer shall serve as Co-Chairs. The Committee shall meet at least twice each Academic Term and in the summer, as the Co-Chairs may determine necessary. The Co-Chairs shall arrange meeting dates and times, and plan the agenda. Additional meetings may be requested by either Co-Chair with at least seven days of notice to the other, including a proposed agenda.

The Committee's purpose is to foster effective communication and harmonious employee relations. In that context, the Committee shall be an opportunity for the University Union to share information and discuss matters of mutual interest, including overall administration and implementation of this Agreement and general conditions of employment. However, the Committee shall not supplant Consultation (Article 2.01) or the Grievance Process (Article 20).

## **ARTICLE 3      RIGHTS AND RESPONSIBILITIES**

### **3.01    Nondiscrimination**

In accordance with applicable federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of race, color, religion, sex, age, national origin, ancestry, disability, membership or non-membership in the Union, political affiliation, marital or civil union status, or veteran status.

In addition, neither the Board nor the Union shall discriminate against any employee on the basis of actual or perceived sexual orientation, gender identity, or gender expression.

For reference, DEI provisions are included in this CBA in its Preamble, in Article 24 Category D, in Article 25.03.A.3.a, Article 36.01, and Article 36.11.B.6.

### **3.02    Academic Freedom**

“At its simplest, academic freedom may be defined as the freedom to conduct research, teach, speak, and publish, subject to the norms and standards of scholarly inquiry, without interference or penalty, wherever the search for truth and understanding may lead” [Kofi Annan, (2005), *First Global Colloquium of University Presidents*, Columbia University: NYC: NY].

The *NEIU Board of Trustees Policy on Academic Freedom and Responsibilities*, in effect at the time of the signing of this contract, reflects the mutual understanding of academic freedom, its rights, and its responsibilities for employees who engage in activities specified therein.

## **ARTICLE 4 INFORMATIONAL TECHNOLOGY**

The University and the Union have a shared interest in providing technology that enables employees to deliver the best possible education and services to our students. To this end, the University will seek consultation with employees when making large scale, university-wide changes that significantly alter working conditions.

For the purposes of this article, Information Technology refers to the following: University assigned hardware/software, email, voicemail, NEIUworks, NEIUport, NEIUStar, Watermark, Workday, and other administrative or network/communication systems in use during the contract period.

### **4.01 Use**

Employees are expected to use standard University Information Technology to fulfill work assignments. Employees are expected to monitor university electronic communication systems on a regular basis, (e.g., email, NEIUport, voicemail). Employees shall not delete or disable standard university applications/maintenance applications or install pirated applications on university systems.

### **4.02 Availability, Training, and Support**

- A. The University shall seek to make available appropriate desktop, classroom, and network-based technologies and systems necessary to support employees in their work. This includes the provision of reasonable training and technical support for employees in their use of University standard IT applications and technologies. Employees are expected to participate in training provided and to maintain a working proficiency with University information technologies. Training will include practices for the efficient use of technologies and address effective maintenance routines. All technology training and support-related activities are part of the employee's workload assignment or professional development as appropriate by employee group. Once trained, employees are expected to use the most current technology provided.
- B. If an employee is assigned remote work responsibilities or is teaching in a modality that includes virtual instruction, the University will provide appropriate technology and technology support before the assigned work begins. Technology support personnel trained in the hyflex equipment will be available on each campus during the class time when a hyflex course is scheduled. Employees who request remote work and/or virtual instruction are expected to provide a phone, phone service, internet service, and other general utility costs at their own expense.

### **4.03 Privacy**

The University shall investigate voice mail, electronic mail., internet use, and computer files only with reasonable suspicion of improper conduct, including but not limited to noncompliance with the University's Information Technology policies, and with prior written notice, when feasible.

## **ARTICLE 5 PERSONNEL FILES**

- 5.01 The University shall maintain one official personnel file in physical or electronic form for each employee. The personnel file shall contain all written evaluations of the employee, a record of any disciplinary action taken against an employee, sanctions imposed, documents related to intent to terminate or termination, decisions rendered as a result of arbitration or settlement initiated within the Grievance Procedure of this Agreement, and other materials pertinent to the employee's professional activities. Anonymous individual comments shall not be placed in the personnel file.
- 5.02 All written evaluations contained in the personnel file shall be signed except summary statements of student evaluations.
- 5.03 The University Contract Administrator will notify the employee of materials placed in the employee's personnel file within 15 Days of submission to the file if those materials were not signed by the employee.
- 5.04 Except as hereinafter noted, an employee may examine an employee's own personnel file by contacting the office of the Provost/Vice President for Academic Affairs under such conditions as are necessary to ensure the integrity and safekeeping of the file. An employee may not examine materials that are included as exceptions to the disclosure requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/10. Exceptions include but are not limited to confidential materials such as letters of reference for the employee, external peer review documents, or information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- 5.05 An employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of printing or photocopying, an employee may obtain copies of any materials that are not included as exceptions to the disclosure requirements in the employee's own personnel file.
- 5.06 In the event a meeting is held to discuss materials submitted to the Personnel File, and if the minutes of the meeting are to be submitted to the personnel file, they will be agreed upon by the University Contract Administrator and the Union Grievance Officer.
- 5.07 Employees may petition the University Contract Administrator to have materials, other than personnel evaluations, removed from their personnel file. Materials requested for removal will be removed if the University agrees the material is no longer relevant.
- 5.08 If the employee is able to show to the satisfaction of the University Contract Administrator that materials are false or unsubstantiated then those materials, including any recent evaluations, will be removed from the employee's personnel file.

## **ARTICLE 6     NOTICE OF VACANT POSITIONS**

- 6.01 Prior to 10 calendar days before the deadline for applications, the University shall notify employees of any new or vacant position to be filled by publishing the announcement on the employment opportunities section of the University website. An employee who meets the advertised qualifications for the position shall, upon the employee's application, be given the opportunity to be interviewed by the search and screen committee before that committee determines the final list of candidates for on-campus interviews.

## **ARTICLE 7 TRANSFER**

- 7.01 The University may transfer an employee from one Department/unit to another within the same Bargaining Unit within the University as a result of reorganization or program need. Where applicable, an employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in this Agreement shall not be affected by Transfer resulting from reorganization or program need.
- 7.02 In the event that a Transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving Department(s) shall be consulted by the University President to determine Department program needs and the qualifications necessary for any employee to transfer into the Department. The Departmental response to the President's announcement of anticipated transfer shall be in writing. If the Departmental response indicates that either program needs or the qualifications of the employee to be transferred indicate that such a transfer is not appropriate at present, the President shall continue to confer with the Department. The President shall indicate their decision in writing to the Department. The consultation shall be held in sufficient time to allow Departmental response prior to the transfer determination. The Chapter President shall be notified of these consultations.
- 7.03 An employee may submit a written request through the Department Chair and, as applicable, dean/director, to the University President for Transfer from one Department to another within the University, and within the same Bargaining Unit. The University President shall review the request with the members of the other Department. Within 60 days of submission of the employee's request to the Department Chair, the employee shall receive notification in writing from the University President of the President's decision. If the University President grants the Transfer request, the employee shall be transferred. A tenured employee who is transferred pursuant to this section shall retain a tenured appointment only if retention of tenure is recommended by the University President and approved by the Board.
- 7.04 With the consent of the employee, the University may transfer an employee from within the Bargaining Unit to a position outside the Bargaining Unit. Upon re-entry into the Bargaining Unit, the employee's re-entry salary shall be no less than it would have been as a result of non-discretionary increases if the employee had remained in the Bargaining Unit.

A tenured employee who is reassigned pursuant to this section shall retain tenure in the Department/unit in which that employee's appointment is formally located. If the tenured employee wishes to return to their original tenured position in the Bargaining Unit, the University will reinstate them to a budget line in their home Department/Unit within 12 months of the request, provided that the employee's Bargaining Unit position has not been eliminated by the staff reduction procedure. An employee whose position has been eliminated will be able to use any benefits of Article 29 starting on the date their request to re-enter the bargaining unit was made.

## **ARTICLE 8 PROGRAM REORGANIZATION**

### **8.01 Notification of Intent to Reorganize**

When plans are undertaken to reorganize the University Department/unit/program structure by combining or by separating a portion of a Department/unit/program with/from the original structure, all affected employees shall be notified, in writing with a copy to the Chapter President, of such plans and given an opportunity to respond prior to a final determination. The Chapter President shall receive notice of a final determination prior to the implementation of a reorganization plan. An employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, or eligibility for Compensable Fringe Benefits specified in this Agreement (Article 19) shall not be affected by a reorganization which results in the employee's Transfer from one Department/unit/program to another within the University.

- 8.02 During the term of this Agreement, a Teaching Professional or Resource Professional who has been transferred to a new Department as a result of Program Reorganization and who has applied for tenure in the new Department shall be subject to the educational requirements for tenure of Teaching Professional or Resource Professional's former Department if such requirements are less stringent than those of the new Department. If the Teaching Professional or Resource Professional was not previously a member of a Department within the University which had educational requirements for tenure, the Teaching Professional or Resource Professional shall be subject to the educational requirements for tenure of the new Department.
- 8.03 **ALL EMPLOYEES EXCEPT ACADEMIC SUPPORT PROFESSIONALS:** During the first academic year of operation of a new Department created as a result of a reorganization, an employee will be evaluated in accordance with the statement of Application of Criteria of the employee's former Department/program unless the timing of the reorganization is such that a statement of Application of Criteria for the new Department/program can be adopted and implemented pursuant to the Article on Evaluation and Evaluation Criteria in this Agreement. If the employee was not previously a member of a Department within the University that had a statement of Application of Criteria, the employee shall be evaluated in accordance with the pertinent Article on Evaluation and Evaluation Criteria in this Agreement.
- 8.04 **ACADEMIC SUPPORT PROFESSIONALS:** An Academic Support Professional who has been transferred to a new Department/unit/program as a result of Program Reorganization shall meet with the Academic Support Professional's Supervisor no later than 15 days after the effective date of the reorganization to develop a description of the materials and methods which will be used to evaluate the employee's performance.
- 8.05 By November 1 of the first academic year of operation of a new Department created as a result of Program Reorganization, a Department/program summer rotation plan and roster shall be submitted to the University Contract Administrator.

## **ARTICLE 9 ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE AND PROCESS**

- 9.01 The University shall have an Academic Program Elimination Review Committee composed of and elected by University employees. The sole purpose of the Academic Program Elimination Review Committee shall be to provide recommendations to the Provost/Vice President for Academic Affairs concerning academic programs being considered for elimination that would result in the layoff of an employee.
- 9.02 The University Academic Program Elimination Review Committee shall:
- A. be composed of no more than seven employees;
  - B. have representation from each college and major academic unit;
  - C. have staggered three-year terms;
  - D. be elected in an election conducted by the Faculty Senate at the University.
- 9.03 Program Review Process
- A. Each year the Academic Program Elimination Review Committee shall receive information on each program being considered by the Provost/Vice President for Academic Affairs for elimination and which would result in the layoff of an employee. The information shall include:
    1. data on enrollment, majors, and course offerings;
    2. data on program costs.
  - B. The Academic Program Elimination Review Committee may request additional relevant information from the Provost/Vice President for Academic Affairs.
- 9.04 In the process of developing its recommendations, the Committee shall review program costs and enrollment history; contributions of the program to the general education requirements, interdisciplinary and service functions, graduation requirements, and the University curriculum; and contributions of the program to the mission and goals of the University.
- 9.05 Before the University formally transmits its recommendations on program status to the Board, the Academic Program Elimination Review Committee shall make its recommendations to the Provost/Vice President for Academic Affairs. The Committee's recommendations shall be included with the University's recommendations and sent to the Board.
- 9.06 A Board decision concerning the elimination of any academic program that would result in the layoff of an employee(s) shall be communicated to the employee(s) in the affected program and the Chapter President.

# **ARTICLE 10 UNION RIGHTS**

## **10.01 Use of Facilities**

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

## **10.02 Provisions of Materials**

Prior to each regular or special meeting of the Board, a copy of each of the following materials will be transmitted to the Union President and to the Chapter President:

- A. the agenda for the meeting;
- B. the report of the University President to the Board, if a written report is made. The materials will be transmitted to the Union President and the Chapter President at the same time such materials are transmitted to other recipients.

## **10.03 Reassigned Time**

- A. Reassigned time, leaves without salary, and additional purchased time shall be granted in accordance with terms agreed upon by the Board and the Union.
- B. Each contract year the University will allot 65 Credit Units of reassigned time for Union elected or appointed positions, as determined by the Union, to be taken during the two semesters and summer and winter sessions.
- C. Employees granted reassigned time and/or leaves without salary as described above shall not be considered representatives of the University for any activities on behalf of employees or the Union. The Union shall indemnify and hold the Board, its agents, and employees harmless against any damages due to a violation of this clause.

## **10.04 Bulletin Boards**

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

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

10.06 Neither the Union nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

## **ARTICLE 11 FACILITIES, EQUIPMENT, AND SAFETY**

11.01 It is in the joint interest of the University and the Union that all employees are provided with the space, materials, and equipment necessary to fulfill their professional obligations. In accordance with applicable law, policy, established procedures, the University will provide access to (a) necessary equipment and materials, which may include current and appropriate technologies and (b) instructional, office, and laboratory facilities conducive to the performance of assigned obligations.

In the event that private space is necessary in order to conduct confidential obligations, the employee and their supervisor will collaborate to find appropriate space. In the event that secure space for the storage of sensitive or personal materials is necessary, the employee and their supervisor will collaborate to implement an appropriate solution.

- A. Once assigned an office or research space, an employee will not be relocated without consultation and appropriate notification to the employee and the University Contract Administrator. No relocation may be done in an arbitrary, retaliatory, or capricious manner.
- B. If an assigned class is converted to a tutored study, the employee for that course will retain use of the assigned room or an alternate, suitable room for that tutored study for teaching purposes during the assigned course time for the duration of the semester or session. An employee may waive the use of a room for the tutored study. However, any in-person tutored study must occur on NEIU premises. The employee may propose to their Chair a change in modality for the tutored study.

11.02 In accordance with University policy, employees may obtain entry to their assigned workspaces including times other than normal university operating hours.

11.03 In accordance with applicable university policy and procedures, university facilities, equipment or personnel shall be used only for university business. It is the expectation that all employees will cooperate with efforts to make full and appropriate use of the university space and equipment.

11.04

- A. In accordance with applicable law, policy, and established procedures, the University will seek to provide a safe working environment for all employees. This includes emergency preparedness procedures, relevant parts of which will be made available in all campus buildings and offices.
- B. It is the understanding of the University and the Union that a safe work environment is a shared responsibility. Employees are expected to regularly monitor university communication systems, including both electronic and print media, and to participate in emergency drills when they occur. During emergency evacuations and drills, employees will assist in the evacuation process as appropriate and leave the affected structures. As part of a university-wide initiative, faculty members will include on their syllabi a web link to emergency information for students.

11.05 University Closure

If the University closes the main campus of the University to on-campus presence by members of the Bargaining Unit due to severe weather, travel to remote sites or field observation will not be required.

## **ARTICLE 12 DUES CHECKOFF**

- 12.01 In accordance with the State Salary and Annuity Withholding Act, and except as limited below, the Board agrees that the University will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University President, from the salary of each employee who gives the University written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.
- 12.02 Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amount deducted.
- 12.03 Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events:
  - A. termination of the employee's employment;
  - B. written notice by the employee to the University of cancellation of the authorization;
  - C. expiration of the time during which such withholding was authorized; or
  - D. when the total amount authorized to be withheld has been so withheld.
- 12.04 Neither the Board nor the University shall be under any obligation to make any deductions for dues if any employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, State insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such an event, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.
- 12.05 The Union shall give written notice to the University President of any changes in its dues at least 30 calendar days prior to the effective date of any such change. If any change in Union dues requires modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the University President, pay the actual cost of such reprogramming.
- 12.06 The Union shall indemnify, defend, and hold the Board, its members, officials, agents or representatives or the University, its employees, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives or the University, its employees, agents, or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the University pursuant to this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of employees for Union dues by the University once the University has remitted such monies to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the University has agreed to deduct.
- 12.07 Nothing in this Article shall require the University to deduct Union fines, penalties, or special assessments from the salary of any employee.
- 12.08 Neither the Board nor the University shall be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

## **ARTICLE 13 MANAGEMENT RIGHTS**

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

## **ARTICLE 14 NO STRIKE OR LOCKOUT**

14.01 The Board agrees that there will be no lockout at the University during the term of this Agreement. The Union agrees there will be no strike by itself and that it will not authorize or encourage any strike by any employees during the term of this Agreement.

## **ARTICLE 15 SEVERABILITY**

15.01 In the event any provision of this Agreement

- A. shall at any time be contrary to law; or
- B. is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or
- C. is rendered invalid by reason of subsequently enacted legislation; or
- D. if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity,

then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

15.02 If a provision of this Agreement is rendered ineffective for any of the reasons specified above, the Board and the Union shall, within 30 calendar days thereafter, commence negotiations to seek resolution of any problem caused thereby.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

### **16.01 Totality**

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

### **16.02 Amendment and Modification**

Nothing herein shall preclude the Board and Union from mutually agreeing to amend or modify any of the provisions of this Agreement. In the event the Board and Union negotiate a mutually acceptable amendment or modification of this Agreement, the amendment or modification shall be put in writing and become a part of this Agreement upon ratification by both parties. All amendments, modifications, letters of agreement or other items that change, alter, or provide interpretation of this Agreement will be numbered sequentially as amendments and attached to this Agreement.

### **16.03 Conflict with Policies or Regulation**

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

### **16.04 Availability of Agreement**

The University will provide each employee and each subsequent new Bargaining Unit employee with a printed Agreement following ratification and access to an electronic version of this Agreement. Any agreements and modifications agreed to during the term of this Agreement will be posted electronically. The Union and the University shall split the cost 50/50 of printing this Agreement in booklet form.

### **16.05 Employee Identification**

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

# **ARTICLE 17 INFORMATION AND REPORTING**

## **17.01 Information**

- A. The University will post electronically on the NEIU website and/or portal: all Board Policies and Procedures; all University policies; administrative memoranda or its successor, regulations pertinent to employees; and approved minutes of the meetings of the Board.
- B. Notification of any update or addition of any of the above documents will be made electronically to all employees within five Days of posting.
- C. A copy of the internal operating budget of the University and the compliance audit will be placed at the Reference Desk of the Ronald Williams Library and in the University Archives as soon as the documents are available.

## **17.02 Reports**

On the first day of each term, and on the 20th working day after the first day of each term, the University will provide a report to the Chapter President that includes the items listed in (a) and (b) below for each member of the bargaining unit. A copy of this report will also be sent to the Union President.

- A. Employee Information
  - 1. Name
  - 2. College
  - 3. Department
  - 4. Employee group/rank
  - 5. Salary information and source of funding
  - 6. Percent employment (where applicable)
  - 7. Employee identification number
  - 8. Original date of hire
  - 9. Employee birthdate
  - 10. Campus mailing address available at time of request
  - 11. Office location available at time of request
  - 12. University email address
  - 13. Work telephone number and extension
  - 14. Home address
  - 15. Home phone number
  - 16. Cell phone number

17. Projected annual Union dues

B. Position information

1. New hires into tenure track faculty positions
2. Entry into bargaining unit as non-tenure track faculty
3. Changes in employee status (in and out of bargaining unit)
4. Employee promotions
5. Eligible employee's progress towards inclusion in the Bargaining Unit
6. Employee reclassifications and transfers
7. Employee leaves of absence and return from leaves of absence
8. Employee layoffs

The University shall report to the Chapter President the above information for all Employees entering the bargaining unit after the beginning of the fall academic term. This report shall be due 30 Days after the beginning of the spring academic term and by July 1 for all Employees entering the bargaining unit since the fall report.

## **ARTICLE 18 LEAVE WITHOUT PAY**

- 18.01 An eligible employee may apply for leave without salary 12 months after the date of the employee's initial employment at the University. This requirement may be waived by the University President upon written request of the applicant.
- 18.02 An application for leave without salary must be submitted to the employee's Department Chair or Supervisor at least 90 Days prior to the starting date of the requested leave. The 90-day advance notification requirement may be waived upon written request by the applicant and approval by the Provost/Vice President for Academic Affairs and the University President. The written application must state the purpose for the request, and provide a written explanation of the need for the leave and the time period for which the leave is requested. The purposes for which a leave may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service.
- 18.03 A leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within 10 Days to an employee whose application for leave without salary has been denied. If an employee believes an application for a leave without salary has been arbitrarily and capriciously denied, the employee may file a grievance under the Grievance Procedure Article. The sole question to be decided in any such Grievance shall be whether the denial was arbitrary and capricious.
- 18.04 The initial grant of a leave without salary may be for a period of up to 12 months. The leave may be extended upon the agreement of the University President for additional periods for a total leave not to exceed 36 consecutive months (three years) regardless of the percentage of the leave. Each extension may be for a period of up to 12 months.
- 18.05 The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave without salary must be submitted to the University President at least 90 days prior to the starting date of the requested extension. In cases where the original leave was less than 90 days the application for an extension of a leave without salary must be submitted to the University President prior to the midpoint of the original leave. The 90 days' advance notification requirement may be waived upon written request by the applicant and approval by the Provost/Vice President for Academic Affairs and the University President. Determination for granting a requested extension of a leave without salary will be done as in 18.02 above.
- 18.06 Fractional Leaves
- A. Fractional leaves (less than 100%) will be granted only to tenured Teaching Professionals, Resource Professionals and Academic Support Professionals, who have completed two consecutive years of full-time service at the University. Probationary Teaching Professionals and Resource Professionals may apply for a fractional leave after completion of three probationary years of service and for the purpose of meeting the educational requirements for tenure.
- B. In the case of fractional leaves of 25% or more granted for personal reasons to tenured Teaching Professionals or Resource Professionals who have not attained the rank of professor and Academic Support Professionals, who had previously completed two consecutive years of full-time service at the University, the time the person is employed during the period of the fractional leave will count proportionately toward years in rank or service. The percent of the fractional leave will be determined against the equivalent of nine months or more of annualized full-time employment as a basis for one year of service for Teaching Professionals and Resource Professionals. The percent of the fractional leave will be determined by percent employment on a 12-month employment basis for Academic Support Professionals. Upon return from fractional

leave status the employee will be placed in the appropriate year in rank and/or will be credited with the appropriate years of service for promotion on a proportional basis as defined above.

- C. The time of actual employment during a fractional leave shall be counted proportionately for purposes of determining eligibility for sabbatical leave, educational leave, or retraining leave to the extent that such leaves apply to the employee. The equivalent of nine months or more of full-time employment in any year will count as one year of service. Upon return from leave status, the employee will be credited with the appropriate years of service.

- 18.07 Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect non-discretionary increases which the employee would have received if not on leave.
- 18.08 While on leave without salary, an employee shall retain accrued sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.
- 18.09 An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the Administration of such insurance programs or the State Universities Retirement System so permit.

18.10 Time Credited/Not Credited

- A. Time spent on a leave without salary shall not be credited for the purpose of determining eligibility for sabbatical or educational leave.
- B. Time spent on a leave without salary for personal reasons shall not be credited for the purpose of determining eligibility for promotion.
- C. Time spent by a Teaching Professional or a Resource Professional on a full -time leave without salary for the purpose of research, advanced study, professional development, or public service will be credited for the purpose of determining eligibility for tenure only if approved by the University President. Upon written request, the University President will provide a written explanation within 10 Days to a Teaching Professional or a Resource Professional whose request to credit the time spent on a leave without salary for the purpose of determining eligibility for tenure has been denied. If an employee believes such a request has been arbitrarily and capriciously denied, they may file a Grievance under the Grievance Procedure Article. The sole question to be decided in any such Grievance shall be whether the denial was arbitrary and capricious. A Teaching Professional or Resource Professional may elect not to credit such time for the purpose of determining eligibility for tenure. At the time of application, a Teaching Professional or Resource Professional must indicate in writing to the Provost/Vice President for Academic Affairs whether the employee requests time spent on a leave without salary to be credited for the purpose of determining eligibility for tenure. If an employee indicates in writing to the Provost/Vice President for Academic Affairs before beginning leave without salary that the leave time is not to be credited for the purpose of determining eligibility for tenure, there shall be no retention evaluation of the employee during the period of the leave.
- D. Time spent by a Teaching Professional or a Resource Professional on leave without salary for the purpose of research, advanced study, professional development, or public service will be credited for the purpose of determining eligibility for promotion.

18.11 Compulsory Leave

- A. If the University President has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform the employee's essential job functions is being impaired by a medical condition; or (2) an employee is posing a direct threat of harm to the employee's own safety or health, or to the health or safety of others due to a medical condition, then the University President may inform the employee in writing of the basis for the University President's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University.

Prior to such an examination the University President shall provide the doctor who conducts the examination with specific information about the essential functions of the employee's job. The required examination will not exceed the scope of the specific medical condition at issue and will be limited to a request that the doctor submit an opinion to the University President as to whether the employee is able to: (1) perform the essential job functions of the employee's job with or without reasonable accommodation; or (2) continue to work without posing a direct threat to the employee's own safety or health, or to the health or safety of others. A copy of the doctor's opinion shall be given to the employee.

Refusal of an employee to submit to such a medical examination may result in suspension of the employee or other disciplinary action. At the employee's discretion and expense, a second such medical opinion may be obtained for consideration by the University President. If two medical opinions are obtained which are in conflict, then the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply a third medical opinion for consideration by the University President. The expense of a third such opinion shall be shared equally by the employee and the University. The University shall keep all information concerning the medical condition or history of the employee confidential, and maintain such information on separate forms and in separate medical files, apart from the employee's official personnel files.

- B. If, after an objective individual assessment of such medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and possible reasonable accommodations for a medical condition that is a disability under the provisions of the Americans with Disabilities Act (ADA) which reason If, after an objective individual assessment of such medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and possible reasonable accommodations for a medical condition that is a disability under the provisions of the Americans with Disabilities Act (ADA) which reasonable accommodations do not impose an undue burden on the University, the University President concludes that the employee (1) is presently unable to perform the essential functions of the employee's job; or (2) presently presents a direct threat to the employee's own safety or health, or to the health or safety of others, the University President shall place the employee on compulsory leave. The University President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave shall be used during the compulsory leave period. That portion of the compulsory leave, if any, which is not covered by earned leave shall be without pay.
- C. After expiration of one-half of the compulsory leave period the employee may, upon written notice to the University President, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. Prior to seeking such a medical opinion, the University President shall provide the doctor who is to conduct the examination specific information about the essential functions of the employee's job. The examination will not exceed the scope of the specific medical condition at issue and will be limited to a request that the doctor submit an opinion to the University President as to whether the employee is able to return to work and (1) perform the essential job functions of the employee's job with or without reasonable accommodation; or return to work (2) without posing a direct threat

to the employee's own safety or health, or to the health or safety of others. A copy of the doctor's opinion shall be given to the employee.

At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the University President. If two medical opinions are obtained which are in conflict, then the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the University President. The expense of the third doctor's opinion shall be shared equally by the employee and the University. The University shall keep all information concerning the medical condition or history of the employee confidential, and maintain such information on separate forms and in separate medical files, apart from the official personnel files.

If, after an objective individual assessment of all the medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and of possible reasonable accommodations for medical conditions that are a disability under the ADA and which do not impose an undue burden on the University, the University President concludes that the employee is able to perform the essential functions of the employee's job upon the employee's return to work, then the employee may return to work at the beginning of the next Academic Term of the University.

If, after an objective individual assessment of all the medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and of possible reasonable accommodations for medical conditions that are a disability under the ADA, which do not impose an undue burden on the University, the University President concludes that the employee (1) is presently unable to perform the essential functions of the employee's job; or (2) presently presents a direct threat to the health or safety of self or others, then the University President may (1) require the completion of the compulsory leave term. After expiration of the compulsory leave period, the employee may, upon written notice to the University President, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. Prior to the examination the University President shall provide the doctor who conducts the examination specific information about the nature of the employee's job.

The examination will not exceed the scope of the specific medical condition at issue and will be limited to a request that the doctor submit an opinion to the University President as to whether the employee is currently able to return to work and (1) perform the essential job functions of the employee's job with or without reasonable accommodation; or return to work (2) without posing a direct threat to the employee's own safety or health, or to the health or safety of others. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the University President. If two medical opinions are obtained which are in conflict, then the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the University President. The expense of the third doctor's opinion shall be shared equally by the employee and the University. The University shall keep all information concerning the medical condition or history of the employee confidential, and maintain such information on separate forms and in separate medical files, apart from the official personnel files.

If, after an objective individual assessment of all the medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and of possible reasonable accommodations for medical conditions that are a disability under the ADA and which do not impose an undue burden on the University, the University President concludes that the employee is able to return to work, the employee may return to work at the beginning of the next Academic Term of the University.

If, after an objective individual assessment of all the medical opinions, other specific evidence relevant to the employee's current ability to perform the essential functions of the employee's job, and of possible reasonable accommodations for medical conditions that are a disability under the ADA and which do not impose an undue burden on the University, the University President concludes that the employee is (1) unable to perform the essential functions of the employee's job upon the employee's return to work, or (2) presently presents a direct threat to the employee's own safety or health, or to the health or safety of others the University President may (1) continue the compulsory leave term, or (2) request the employee's resignation, or (3) recommend termination in accordance with the procedures provided in the Agreement. Termination under these circumstances shall not be considered to be a disciplinary action.

# **ARTICLE 19 COMPENSABLE FRINGE BENEFITS**

## **19.01 Health and Other Benefits**

During the term of this Agreement, employee benefit programs (health, life, etc.) shall be provided to all employees who are eligible to participate in those programs in accordance with the Illinois State employees Group Insurance Act, 5 ILCS 375/1et seq. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services to be intended to apply to employees of the Board. Except as provided elsewhere in this agreement, changes or modifications in benefits, benefit levels or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and cost for optional coverage are the sole responsibility of the employee except as may be noted in this Agreement. Links to information about Central Management Services' benefit programs will be provided on the University portal.

## **19.02 Sabbatical Leave**

This section applies to tenured/tenure-track Teaching Professionals and Resource Professionals.

### **A. Purpose**

Because of its commitment to provide excellence in education, the University recognizes the need for granting sabbatical leaves to Teaching Professionals and Resource Professionals so they can engage in scholarly and professional development for the mutual benefit of the University and the employee.

### **B. Eligibility**

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

### **C. Uses**

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

### **D. Quotas**

Quotas for University sabbatical leaves shall be determined at the beginning of each academic year. The quota shall be one sabbatical leave for each 17 Teaching Professionals and Resource Professionals, or major fraction thereof. If the number of sabbatical leaves generated for a given academic year exceeds the number of academically acceptable proposals for sabbatical leave by Teaching Professionals and Resource Professionals eligible for consideration for such leave, the maximum available for award in such year shall be equal to the number of academically acceptable proposals.

### **E. Procedures**

1. Sabbatical leave proposals shall be reviewed and processed according to procedures established at the University. A copy of the timetable for sabbatical applications shall be made available to each Teaching Professional and Resource Professional by October 1 of each year unless otherwise agreed to by the University President and the Chapter President.
2. The University President may deny a request for sabbatical leave because the sabbatical proposal is academically unacceptable. In the event of such a denial, a Teaching Professional or Resource Professional may within 10 Days of the denial request in writing an explanation of the denial. The University President shall provide written reasons for the denial to the Teaching Professional or Resource Professional within 10 Days of the written request.

F. Priority

1. If the number of academically acceptable sabbatical leave proposals exceeds the number of available sabbatical leaves at the University, priority of award shall be informed by 1) the academic strengths of the proposal as ranked by the awards committee, and 2) full-time years of service if this would be a first sabbatical, or years of service since the last sabbatical. A sabbatical may be deferred to a later date if necessitated by program need. Notice of deferral must be given upon notification of receipt of the sabbatical. The Teaching Professional or Resource Professional whose sabbatical is deferred will begin accruing years of service toward eligibility toward the next sabbatical with the year following the initial granting of the sabbatical.
2. If the number of academically acceptable sabbatical leave proposals is greater than the number of sabbatical leaves available in a given year, the granting of a sabbatical leave may be considered on the basis of exception if the subject matter proposed is time-sensitive or merits exceptional consideration.

G. Term

1. The term of sabbatical leave shall be either one Academic Term at full pay or two Academic Terms at half pay. Each academic year, 75 percent of the total sabbatical leaves available for award shall be available for one academic term at full pay. If application of the 75 percent ratio results in a major fraction, the fraction shall be rounded up the next highest whole number.
2. If a Teaching Professional or Resource Professional receives a grant in connection with a sabbatical leave, the duration of the sabbatical may be adjusted by the University to coincide with the provisions of the grant.

H. Conditions

1. Each Teaching Professional or Resource Professional who is granted a sabbatical leave shall agree to serve at the University for at least one academic year after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave, said judgment note to be canceled at the end of the required year of service or at the death or permanent disability of the employee.

2. Each sabbatical proposal shall disclose to the University other salaries, grants, fellowships, or financial support for which the Teaching Professional or Resource Professional has applied or does receive. If notice of support is received after the proposal is submitted, the individual shall notify the Provost/Vice President for Academic Affairs.

I. Report of Sabbatical Leave

1. By the end of the first Academic Term following return to the University from sabbatical leave, the Teaching Professional or Resource Professional shall file a written account of sabbatical activities and accomplishments as related to the goals and objectives stated in the sabbatical proposal with the Provost/Vice President for Academic Affairs, Dean and Department Chair. The report shall be made available to Department colleagues and shall be placed in the employee's personnel file.
2. Any change in a proposed or on-going sabbatical that significantly modifies the original proposal must be reported to the Provost/Vice President for Academic Affairs for approval at the earliest possible time.

J. Miscellaneous

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

**19.03 Educational Leave**

This section applies to Full-Time Academic Support Professionals, Full-Time Academic Resource Professionals, and Full-Time Instructors.

A. Eligibility

An Educational Leave is granted at the discretion of the University President. Academic Support Professionals, Academic Resource Professionals, and Instructors may receive an Educational Leave only after completing at least five consecutive years of full-time service at the University. An Educational Leave shall not be awarded to the same employee more than once in every seven academic years and Educational Leave time shall not be cumulative.

B. Uses

Educational Leave may be used for the following purposes:

1. study and research, and
2. professional growth related to the Full-Time employee's responsibilities as described in the official job description.

C. Availability

The number of Educational Leaves shall be determined at the beginning of each academic year. The number shall be one Educational Leave for every 25 Full-Time Academic Support Professionals and Academic Resource Professionals and one Educational Leave for every 25 Full-Time Instructors, or major fraction thereof.

D. Procedures

1. Educational Leave proposals shall be reviewed according to procedures established at the University. A copy of the timetable for Educational Leave applications shall be made available to each Full-Time Academic Support Professional, Academic Resource Professional, and Instructor by October 1 unless otherwise agreed to by the Chapter President and the University President.
2. The University President may deny a request for an Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within ten Days of a notice of denial, the University President, upon written request of the applicant, shall provide written reasons for the denial to the employee who submitted the proposal.

E. Priority

If the number of acceptable Educational Leave proposals exceeds the number of available Educational Leaves at the University, priority of award shall be informed by 1) the academic strengths of the proposal as ranked by the awards committee, and 2) full-time years of service if this would be a first educational leave, or years of service since the last educational leave.

F. Terms

Salary payments during Educational Leave shall be as follows: one-half, if leave is granted for a full year, full pay if leave is granted for one-half year, equating to six months of salary for Academic Support Professionals and Academic Resource Professionals and four and a half months of salary for Instructors.

G. Conditions

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

Each Educational Leave proposal shall disclose to the University other salaries, grants, fellowships, or financial support for which the employee has applied or does receive. If notice of support is received after the proposal is submitted, the individual shall notify the Provost/Vice President for Academic Affairs.

H. Report of Educational Leave

1. By the end of the first Academic Term following return to the University from Educational Leave, the employee shall file a written account of Educational Leave activities and accomplishments as related to the goals and objectives stated in the Educational Leave proposal with the Provost/Vice President for Academic Affairs, Dean and Department Chair and shall be placed in the employee's personnel file.
2. Any change in a proposed or on-going Educational Leave that significantly modifies the original proposal must be reported to the Provost/Vice President for Academic Affairs for approval at the earliest possible time.

#### 19.04 Retraining Leave

- A. At the discretion of the University President a retraining leave may be granted to an eligible employee for the purpose of acquiring new skills for the benefit of the University.
- B. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave. Applications submitted pursuant to the Article on Staff Reduction Procedures in this Agreement (Article 29), shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific Department in the University, the University President will provide that Department an opportunity to provide input regarding the retraining leave proposal.
- C. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.
- D. Each employee who is granted a retraining leave shall agree to serve at the University for at least six Academic Terms after the completion of the leave and shall give a judgment note to the University for the amount of the retraining leave, said judgment note to be canceled at the end of the required period of service or at the death or permanent disability of the employee, or if the employee is non-retained or is not granted tenure.
- E. Upon completion of a retraining leave an employee shall file a written account of retraining activities and accomplishments with the Provost/Vice President for Academic Affairs. If after successful completion of a retraining leave, an employee is transferred to another department, the employee's transfer shall be made in accordance with the provisions of this Agreement's Article on Transfer (Article 7).
- F. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave unless the time on leave is being credited toward tenure in accordance with this Article.
- G. Time spent by an employee on a retraining leave will not be credited for the purpose of determining eligibility for promotion, sabbatical, or Educational Leave.
- H. Time spent by an employee on a retraining leave will be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an employee must indicate in writing to the University President whether the employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President will provide a written explanation within 10 Days to an employee whose request to credit the time spent on a retraining leave for the purpose of determining eligibility for tenure has been denied. If the employee believes such a request has been arbitrarily and capriciously denied, the employee may file a Grievance under this Agreement's Article on Grievance Procedure (Article 20). The sole question to be decided in any such Grievance regarding granting retraining leave credit towards tenure shall be whether the denial was arbitrary and capricious.

#### 19.05 Family Medical Leave

- A. An eligible employee may receive Family Medical Leave Act (FMLA) benefits in accordance with applicable law. These same benefits are extended when the employee is responsible for a member(s) of the household as defined in the Definitions section of this Agreement.

B. Extended Child-Rearing Leave

A full-time employee shall be given the option of paid or unpaid Extended Child-Rearing Leave. A full-time employee:

1. shall be permitted to use accumulated sick days for paid leave for a period up to 30 days after the date of exhaustion of time allowed under the FMLA time after the birth of a child or adoption of a child; or
  2. shall be permitted to take, after the leave allowed by the FMLA, an additional 30 days of unpaid leave.
- C. The retention, tenure, promotion, sabbatical, educational leave, and PAI clocks shall stop while the employee is on FMLA or extended child-rearing leave. Exceptions to this stopping the clock must be approved prior to the beginning of the leave by the University President.

No Actions taken by the University shall restrict or deny any rights guaranteed by the FMLA.

19.06 Parental Leave

- A. Effective FY2023, an employee may take up to six consecutive weeks of parental leave at full pay commencing with the birth, adoption, or fostering of their child. These days will not be deducted from sick leave. In the case of adoption or fostering, parental leave begins with the date the parent takes custody of the child. For one instance of fostering a child within an 18-month period, these six weeks will not be deducted from sick leave.
- B. In the case of medical complications surrounding the birth or adoption of a child, such as, but not limited to: Cesarean birth procedures, preterm births, the use of neonatal intensive care, etc. the employee may take two additional weeks of paid parental leave that will start after the 6 weeks of paid leave defined in 19.06.A ends.
- C. In the case of adoption arrangements requiring the prospective parents to travel overseas, the employee may request that the duration of the parental leave begin prior to the date that they take custody of the child.
- D. If both parents work for the University, each employee shall be provided the same parental leave provisions. The parents should notify their respective Department Chair on whether they wish to take their Family Leave concurrently or sequentially.
- E. Upon a positive recommendation from an employee's Department Chair and Dean, an employee may choose to negotiate with the Academic Vice President workload and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to two semesters following the birth or adoption of a child.
- F. The employee may request up to 25 sick days from the Sick Leave Bank for recovery and/or complications to the pregnancy or birth after the leave from 19.06.A has been used.
- G. The leave described in 19.06.A shall be utilized within 12 months of the date of birth or adoption and shall run concurrently with FMLA leave.
- H. No employee should be adversely affected by pregnancy or adoption. Employees may not have negative action taken against them due to request and/or approval of parental leave. The retention, tenure, promotion, sabbatical, education leave, and PAI clocks shall stop while the

employee is on parental leave. The University President must approve exceptions to this stopping the clock prior to the beginning of the leave.

- I. On return from parental leave, an employee shall be placed in their former position. If such position does not exist, the employee shall be placed in a position of equal rank at the same pay.

#### 19.07 VESSA Leave

Eligible employees may receive Illinois Victims Economic Security and Safety Act (VESSA) benefits in accordance with applicable law. These same benefits are extended when the employee is responsible for a member(s) of the household as defined in the Definitions section of this Agreement.

#### 19.08 Annual Leave

- A. Any employee on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment or the balance of the annual leave accrual will revert to the maximum of 48 days. After employment by the University ends, an employee, or such employee's legally designated representative, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee. A summary of the total accrued annual leave days will be made available to each employee on no less than a quarterly basis.
- B. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three consecutive days shall be submitted to the Supervisor or Department Chair at least five Days in advance of the date on which the employee wishes to begin leave. In such instances, the Supervisor or Department Chair shall respond to the request at least two days before the date on which the employee wishes to begin leave.
- C. A response to the request for use of earned annual leave shall be given within at least three Days when the request is for in excess of three consecutive days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the Supervisor or Department Chair and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.
- D. Accrued annual leave days shall not be deducted for sick leave unless an employee's sick leave balance first reaches zero. Deductions of annual leave shall not be made for any University approved holiday. Days when the University is officially closed for business may be used for unscheduled professional activities by Teaching Professionals and Resource Professionals with 12-month periods of appointment. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with the appropriate Article on Responsibilities and Assignment of Duties in this Agreement.

#### 19.09 Military Leave

- A. An employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from State employment for any period actively spent in such military service, following the provisions of Illinois law, Public Act 93-0537, effective January 1, 2004 and while under contract, including:
  - 1. basic training;
  - 2. special or advanced training, whether or not within the State, and whether or not voluntary; and
  - 3. annual training.
- B. During such leaves, the employee's seniority and other benefits shall continue to accrue. During leaves for annual training, the employee shall continue to receive the employee's regular compensation as a State employee. During leaves for basic training and up to 60 days of special or advanced training, if such employee's compensation for military activities is less than such employee's compensation as a State employee, such employee shall receive their regular compensation as a State employee minus the amount of their base pay for military activities.
- C. Any full-time employee of the State of Illinois, other than an independent contractor, who is a member of the Illinois National Guard or a reserve component of the United States Armed Forces or the Illinois State Militia and who is mobilized to active duty shall continue during the period of active duty to receive their benefits and regular compensation as a State employee, minus an amount equal to their military active duty base pay. The Department of Central Management Services and the State Comptroller are required by Illinois law to coordinate in the development of procedures for the implementation of this Section.

#### 19.10 Sick Leave

- A. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy and in accordance with the benefits provided in this Agreement.
- B. The purpose of sick leave is to accommodate an employee while sick or injured, and unavailable to perform assigned duties. An employee on sick leave, therefore, may not accept employment or perform consulting services for another employer except with the prior written consent of the University President.
- C. Sick Leave Accrual
  - 1. A full-time employee who has accrued sick leave at the University shall, for purposes of this Agreement, be credited with such accrual as of the effective date of this Agreement. If the accrual exceeds 300 work days, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 300 work days specified in the section below.
  - 2. A part-time employee with an appointment above 50% shall earn sick leave on a pro rata basis.
- D. Sick Leave Accrual shall be earned at the rate of two days for each month, or major fraction thereof, of service under the employee's contract excluding the Summer Term for Teaching Professionals and Instructors. Sick leave will be credited to the employee on a monthly basis.
- E. Sick leave must be taken in units of no less than one-half day and reported in hours to the nearest quarter hour. Sick leave must be filed whenever an employee is unable to perform

assigned professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed at the University and made available to each employee. An employee on sick leave will remain in that status until the employee informs the University that they are able to return to work. Sick leave taken in excess of three Days must include a release to return to work from an attending physician.

- F. Sick leave may be used only during the term of an employee's period of appointment.
- G. Deductions of sick leave shall not be made during any University approved holiday. One day of sick leave shall be deducted for each day the employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week, unless the employee is scheduled for more than five days. Sick leave days shall be deducted only for those days the employee is scheduled to be on campus or on University business. In the case of a Teaching Professional, deduction for the use of sick leave will be calculated at five days' deduction per week after a one-week absence. Non-compensable sick days shall be used before any sick days accrued during the period after December 31, 1983 and before January 1, 1998. Reports of accumulated sick leave and sick leave used shall be made available to each employee on a quarterly basis.
- H. Lump Sum Payment for Sick Leave
  - 1. Upon cessation of employment with the University an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984 and before January 1, 1998.
  - 2. The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following:
    - a. the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with the above minus any days, or fractions thereof, of accrued sick leave used by the employee; or
    - b. the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with the above after December 31, 1983 and before January 1, 1998.
  - 3. An employee who has received a lump sum payment for accrued sick leave in accordance with this Section and who, within two years of the cessation of employment with the University and who is reemployed by the University, may have their accrued sick leave restored if, within 30 days after the commencement of such reemployment, the employee repays said lump sum payment to the University. For each day of sick leave to be restored, the employee shall pay the gross amount they were paid for one day of accrued sick leave. An employee may have part of or all accrued sick leave restored in this manner; however, if the employee does not make any such payment to the University, the employee shall not be entitled to have such sick leave restored.
  - 4. Employees shall have the right to exchange unused accrued sick leave days for up to two years' service credit, or otherwise that amount allowed by law as per PA 92-0416, or as per any successor bill that becomes law during the term of this Agreement, or any agreed upon extension of this Agreement.
    - a. Upon recommendation of the Provost/Vice President for Academic Affairs, the University President may grant a full-time employee a leave with full pay for a period not to exceed 60 calendar days, if the employee:

- i) has completed at least six academic terms of service at the University;
- ii) has exhausted all sick leave benefits under the terms of this Agreement;
- iii) is a participant in the State Universities Retirement System; and
- iv) is entitled to and has applied for disability benefits under the State Universities Retirement System.

I. Verification and Documentation of Sick Leave

1. Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from acting on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.
2. Nothing herein shall be construed to prevent or limit the University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval that might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick-leave days used will be pro-rated until the employee is able to return to a full-time status.
3. An employee on extended leave shall present appropriate medical documentation assessing their ability to resume their professional responsibilities at least 10 Days prior to returning to work.

J. Sick Leave Buy-Out

1. Pursuant to Public Act 92-0599 (the Act), and upon the eligible employee's request, unused compensable sick days will be paid at the current rate of earnings and counted as defined in the Act as part of earnings from the University during the period of up to two years of employment prior to retirement subject to the 20% limitation and the guidelines established by the State Universities Retirement System (SURS).
2. To receive this benefit, an eligible employee must submit to the Manager of employee Benefits, in the Department of Human Resources an "Irrevocable Election to Retire" prior to the use of this benefit.
3. If the Act is repealed, this section of the article on Compensation will become void. If the Act is amended and it is permissible under the amended act, employees who had previously submitted an "Irrevocable Election to Retire" will have a choice to continue to receive the sick leave paid as per this section or to withdraw their "Irrevocable Election to Retire." If the employee withdraws their "Irrevocable Election to Retire," the matter of whether or not the funds paid pursuant to this section can be used for pension calculation will be decided between the employee and SURS.

19.11 Personal Leave

Teaching Professionals may use up to 5 days of earned (cumulative) sick leave per year for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. The Teaching Professional must have prior approval for two or more consecutive Days from their Department Chair no less than 10 Days in advance of the time of the proposed leave

19.12 Professional Meetings and Work-Related Travel

- A. An employee's expenses in connection with approved professional meetings or activities shall be reimbursed in accordance with written University policy.
- B. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.
- C. All Travel funded by external grants shall be reimbursed in compliance with the stated terms of those grants.

#### 19.13 Bereavement Leave

Bereavement leave with pay of up to five days per occurrence will be granted to an employee for a deceased member of the employee's immediate family, member of the household or a deceased relative. Bereavement leave may only be used during the term of an employee's contract. Bereavement leave may not be accrued. Upon approval by the Provost/Vice President for Academic Affairs, an employee may use accrued sick leave for bereavement purposes in excess of five days.

#### 19.14 Leave for Required Jury Duty or Witness Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for appearing as a party in a non-job related proceeding involving such employee, or for:

- A. appearing as an expert witness when the employee is compensated for such appearance, or
- B. appearing as a plaintiff or complainant in a proceeding in which the Board or the University is a defendant or respondent.

#### 19.15 Educational Benefits

- A. A full-time employee may enroll for credit at the University for up to a maximum of eight Credit Hours in any one Academic Term with exemption from the payment of tuition and fees. Special lab or class-specific fees are not exempted.
- B. A part-time employee with at least a 50% appointment may enroll for credit at the University for a maximum of four Credit Hours in any one Academic Term with exemption from the payment of tuition and fees. Special lab or class-specific fees are not exempted.
- C. The natural, adopted, foster, step-children, or a member of the household or child of a member of the household, or the spouse of any employee employed at least 50% time for at least five years who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

#### 19.16 Benefits While on Compensated Leave

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

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

19.17 Previously Accrued Leave

- A. If an employee has accrued cumulative annual leave and moves into a position in which annual leave is not accrued, that employee's accrued cumulative annual leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.
- B. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with this Agreement.

19.18 Post-Retirement Employment

Any SURS retiree will not be eligible for bargaining unit membership for purposes of employment if hired for teaching or any other assignment. Any appointment would be considered based on program need in any term or session. The retiree's State Universities Retirement System annuities and benefits, and the effect on those annuities and benefits by this post-retirement employment, will be determined in accordance with the State Universities Retirement System and any applicable pension laws in effect.

19.19 Sick Leave Bank

A. Purpose

The purpose of the UPI Voluntary Sick Leave Bank (Bank) is to provide limited additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury, the need for extended child-rearing leave, or for leave as described under VESSA. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees.

The Union and the University agree that any dispute involving this section (19.19) shall not be subject to the parties' grievance and arbitration procedures. The Union agrees to indemnify and hold harmless the University for any claims arising from the administration or operation of the Bank.

B. Enrollment in the Bank

An open enrollment period will be held annually during the Benefits Choice period or at additional times by agreement with Human Resources. At that time, any eligible employee may join the bank by contributing two sick leave days. In order to remain a member in good standing, current Bank members must continue to make a voluntary annual contribution of one sick leave day. Should the Bank reach a balance of 45 or fewer available sick leave days, a special contribution period may be opened. If any sick leave days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year. (see Appendix H: Sick Leave Bank Forms).

C. Membership Eligibility, Obligations, and Limitations

1. Membership in the Bank is available to all employees who have accumulated 12 sick leave days in order to make the initial donation.
2. Membership eligibility for participation in the Bank for a fiscal year begins upon the employee's original donation of two days of sick leave.
3. Eligibility is discontinued upon termination of employment, retirement, death, or revocation of participation to donate a sick leave day the following fiscal year(s). No payment of benefits will be made to survivors.
4. Membership continues from year-to-year with an automatic annual reduction in sick leave of one day donated to the Bank until/unless the member submits a revocation form to discontinue membership.
5. Members must waive all claims to sick leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.
6. The Bank is available to those employees who have completely exhausted all Leave Days and who are not receiving disability or Workers' Compensation.

D. Donations to the Bank

1. Employees will be given at least one annual opportunity to donate to the Bank. Donors must have a minimum balance of ten sick leave days after making any donation.
2. Any employee who wishes to join the Bank through the donation of two days of sick leave during any open enrollment period must sign a statement indicating the donation is voluntary. Donation forms will be submitted to Human Resources.
3. Donations made during the Benefits Choice period qualify the employee for membership in the Bank the following fiscal year.
4. If sick leave is being donated to the Bank, compensated sick leave (as defined in 19.10.G) will only be used if all other sick leave has been exhausted.

E. Administration of the Bank

1. The Bank will be administered by the Sick Leave Bank Committee (Committee). The Committee will have three voting members appointed by the Chapter President with one non-voting representative from Human Resources.
2. The Chapter President will designate a member to convene the Committee. Human Resources will be responsible for coordinating the annual donation period, processing approved requests, and maintaining appropriate related records.
3. Requests to the Bank will be received and reviewed by the Committee. The Committee will prepare a written notification to the requesting member approving or denying the application. Human Resources will ensure that the appropriate forms and/or documentation are processed if the request is approved.
4. The Committee may not grant sick leave days to members when the Bank does not have available days.

5. An application shall be denied if it is incomplete, lacks supporting statement from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.
6. The Bank will be administered in accordance with the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), VESSA, and the Health Insurance Portability and Accountability Act (HIPAA) requirements.

F. Withdrawals from the Bank

1. A member or their designee must complete an application for sick leave and submit it to the Committee.
2. The Committee will develop appropriate processes and procedures for applications to the Bank in accordance with applicable law. Applications should indicate the estimated number of sick leave days requested.
3. The Committee will render a written decision to the employee within five Days after receipt of the request.
4. The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third of the balance in the Bank or a maximum of 25 sick days, whichever is less. No member may receive more than 25 sick leave days in a 12-month period.
5. Sick leave may be used only during the term of an employee's employment.
6. Any sick leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
7. Sick leave days may be used for the personal illness or injury of the employee or to care for a parent spouse, domestic partner, child with a serious health condition, for extended child-rearing leave, or for leave as described under VESSA.
8. Use of sick leave days from the Bank is considered under the provision of the FMLA and any use is included in the 12 weeks of leave provided under this Act, if applicable.
9. Use of sick leave days from the Bank is considered under the provision of VESSA and any use is included in the 12 weeks of leave provided under this Act, if applicable.

G. Employee with Insufficient Sick Days to Join the Bank

An employee who has not accumulated enough sick days to join the Bank may still apply through the normal application process and shall be given the same consideration as a donating member of the Bank.

H. Non-Member Use of the Sick Bank

A member of the bargaining unit who is not a member of the Sick Leave Bank may be awarded days from the Bank by mutual agreement of the University Contract Administrator and the Chapter President.

I. Appeal Process

In the event that an employee is denied membership into the Bank or a member is denied

benefits from the Bank, they may submit a written appeal to the Sick Leave Bank Committee within ten Days of receiving the denial. A written response shall be issued with ten Days from the date of the appeal.

## 19.20 Reassigned Time from Teaching/Primary Duty for Research/Creative Activities

This section applies to tenured/tenure-track Teaching Professionals and Resource Professionals.

### A. Purpose

The University recognizes the need to support ongoing research and creative activities during Academic Terms.

### B. Eligibility

Reassigned time from teaching/primary duty for research/creative activities is granted at the discretion of the University President. Tenured/tenure-track Teaching Professionals and Resource Professionals are eligible to apply for reassigned time from teaching/primary duty for research/creative activities after their first year in the Bargaining Unit of the University. Reassigned time from teaching/primary duty for research/creative activities shall not be awarded to the same Teaching Professional or Resource Professional more than once in an academic year.

### C. Quotas

1. Each academic year the University will offer reassigned time from teaching/primary duty for research/creative activities to no more than 6 tenured/tenure-track Teaching Professionals and/or Resource Professionals, equivalent to three Credit Units per reassigned time from teaching/primary duty for research/creative activities.
2. A Teacher Professional or Resource Professional who has been granted a sabbatical leave may not apply for reassigned time from teaching/primary duty for research/creative activities until the academic year after the faculty member has returned from such leave.
3. Funding for reassigned time from teaching/primary duty for research/creative activities will be contingent upon resources available for the duration of this agreement
4. For the academic years 2022-2023 and 2023-2024, a minimum of two reassigned times from teaching/primary duty for research/creative activities will be funded by the Provost/Vice President for Academic Affairs.
5.
  - a. A Teacher Professional or Resource Professional may not be on sabbatical leave and have reassigned time from teaching/primary duty for research/creative activities in the same academic year.
  - b. A Teacher Professional or Resource Professional may not apply for reassigned time from teaching/primary duty for research/creative activities while on sabbatical leave.

D. Procedures

1. Proposals for reassigned time from teaching/primary duty for research/creative activities shall be reviewed and processed according to procedures established at the University. A copy of the timetable for applications for reassigned time from teaching/primary duty for research/creative activities shall be made available to each tenured/tenure-track Teaching Professional and Resource Professional by October 1 of each year unless otherwise agreed to mutually by the Union and the Administration.
2. The University President may deny a request for reassigned time from teaching/primary duty for research/creative activities because the research proposal is academically unacceptable. In the event of such a denial, a Teaching Professional or Resource Professional may request in writing an explanation of the denial within 10 Days of the denial. The University President shall provide written reason for the denial to the Teaching Professional or Resource Professional within 10 Days of the written request.

E. Priority

1. If the number of academically acceptable research proposals exceeds the available number of proposals for reassigned time from teaching/primary duty for research/creative activities, new applicants shall receive priority over repeat applicants.
2. Awards may be deferred on the basis of program need and shall be assigned to the fall or spring Academic Terms on the basis of program need.

F. Report on Reassigned Time from Teaching/Primary Duty for Research/Creative Activities

By the end of the Academic Term following the Term in which a Teaching Professional or Resource Professional received reassigned time for teaching/primary duty for research/creative activities, the Teaching Professional or Resource Professional shall file a written account of research or creative activities and accomplishments as related to the goals and objectives stated in their research proposal with the Provost/Vice President for Academic Affairs, Dean, and Department Chair. The report shall be made available to Department colleagues and shall be placed in the employee's personnel file.

# **ARTICLE 20 GRIEVANCE PROCEDURE**

## **20.01 Purpose**

The University and the Union encourage the informal resolution of differences, agree that problems should be resolved before the filing of a Grievance, and encourage open communication so that resort to the Grievance procedure will not be necessary. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of Grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the Grievances of employees pursuant to this Contract.

## **20.02 Resort to Other Procedures**

If prior to filing a Grievance pursuant to this Contract, or while a Grievance is proceeding according to this Contract, an employee seeks resolution or appeal of the matter in any forum external to the university (administrative or judicial), the University shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This waiver does not apply in cases where the Grievant has sought resolution of the matter by filing a complaint of discrimination with the EEOC or through any other forum established by state or federal law to resolve complaints of discrimination prohibited on the basis specified by law. Further, since the University and the Union do not intend that this Grievance procedure be a device for appellate review, a response by the University or its representatives, to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not give rise to a Grievance under this procedure.

## **20.03 Definitions**

- A. The term "Grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Contract, subject to those exclusions appearing in other Articles of this Contract.
- B. The term "Grievant" shall mean an employee or group of employees in a dispute over a term or provision of this Contract as it relates to them, or the Union in a dispute over a term or provision of this Contract as it relates to the Union as an organization.

## **20.04 Representation**

The Union may, with the consent of the employee, represent an employee in a Grievance filed under this Article. An employee may also self-represent in a Grievance at the Exploratory Resolution Phase under this Article. If an employee chooses to self-represent, the employee shall so inform the Union and the University in writing at the time of submitting a Grievance Form (see Appendix B). No resolution of any individually processed Grievance shall be inconsistent with the terms of this Contract and for this purpose the Union shall have the right to have a Union Grievance Representative present at all meetings called for the purpose of discussing Grievances.

## 20.05 Grievance Representatives/Union Grievance Officer

Within 30 Days after the execution of this Contract, the Union shall deliver to the University Contract Administrator a list of all persons authorized to act as Union Grievance Representatives at the University and shall deliver to the University Contract Administrator an updated list as changes occur. One of the Grievance Representatives shall be designated as the Union Grievance Officer. The Union will notify the University of the name of the individual who is assigned the role of Union Grievance Officer. If the responsibilities of a Union Grievance Representative require rescheduling of the representative's University duties, the representative may, with the approval of the Provost/Vice President for Academic Affairs, arrange for the rescheduling of such duties or their coverage by colleagues. Requests for such rescheduling shall not be unreasonably made and approvals shall not be unreasonably withheld. The provisions of Article 20.05 shall also apply to the UPI Local Grievance Representative if they are an employee of the university.

## 20.06 Appearances

If it is necessary for an employee to participate in a Grievance or arbitration proceeding during working hours, the employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the employee shall make arrangements acceptable to the Provost/Vice President for Academic Affairs for the performance of the employee's duties. Requests for such rescheduling shall not be unreasonably made and approvals of such arrangements shall not be unreasonably withheld.

## 20.07 Grievance Forms

All Grievances must be submitted in writing on forms as attached to this Contract as Appendix B, and shall be signed by the Grievant. If there is a difficulty in meeting any time limit, a Union Grievance Representative may sign such documents for the Grievant and file a copy signed by the Grievant in a timely manner.

## 20.08 Compliance with Procedure

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

## 20.09 Grievance Resolution Procedure

### A. Exploratory Resolution Phase

1. If the Union believes that the contract has been violated, the Union Grievance Officer may initiate the grievance procedures at the request of an employee(s) or the Union. This procedure most often begins when the Grievant meets with the Union Grievance Officer or Grievance Representative to determine whether any sections of this Contract have been violated. However, this procedure can also begin when an employee independently chooses to file a Grievance Form with the Office of Academic Affairs, as indicated in Section 20.04 of this Article.
2. If the Union Grievance Officer agrees that the issue involves a contract violation, a Grievance Form is completed that notes details of the matter and provides relevant background information. The Grievance Form must be completed not more than 30 Days following (a) the date of the act or omission believed to be in violation of the contract, or (b) the date on which the Union or employee knew or reasonably should have known of such act or omission, whichever is later.

3. Upon mutual agreement between the University Contract Administrator and Union Grievance Officer, the 30-Day time limit for initiating Grievance Form may be extended.
4. Once the Grievance Form is completed and transmitted to the Office of Academic Affairs, the Union Grievance Officer and University Contract Administrator shall meet to discuss the issue identified in the Grievance Form, share background information, and explore possible resolutions. During this phase, the Grievant shall have the right, upon request, to a copy of any existing identifiable documents relevant to the Grievance. If the Union Grievance Officer and University Contract Administrator are able to reach a resolution acceptable to the University, Union and Grievant, within 10 Days, they note the resolution in the Resolution Update section of the Grievance Form. The matter is then considered closed.
5. If the Union Grievance Officer and University Contract Administrator are not able to reach a resolution of the matter acceptable to the University, Union, and Grievant within 10 Days, the Grievance will automatically proceed to the Grievance Panel Hearing Phase and the University Contract Administrator or their designee shall schedule the date of the Grievance Panel Hearing.
6. An employee who has chosen to self-represent will meet with the Union Grievance Officer and University Contract Administrator to discuss the issue identified in the Grievance Form, share background information, and determine if the contract has been violated. During this phase the Grievant shall have the right, upon request, to a copy of any existing identifiable documents relevant to the issue.

If the Union Grievance Officer and University Contract Administrator determine that the contract has not been violated, it will be noted on the Grievance Form. The matter is then considered closed. If either maintains that the contract has been violated, the Union Grievance Officer and Contract Administrator shall meet to attempt a resolution acceptable to the University, Union and Grievant as described in 20.09.A.4. If the parties are unable to reach a resolution, the Grievance proceeds to the Grievance Panel Hearing, as described in section 20.09. A.5.

#### B. Grievance Panel Hearing Phase

1. The Grievant shall be notified of the hearing date no later than two Days after the Union Grievance Officer and University Contract Administrator are unable to reach a resolution acceptable to the University, Union and Grievant. The convening of the Grievance Panel shall be within 20 Days of the Exploratory Resolution Phase, unless extended by mutual agreement of the Union Grievance Officer and University Contract Administrator.
2. Once scheduled, a panel hearing may be postponed to a later date by mutual agreement between the University Contract Administrator and the Union Grievance Officer. Absent mutual agreement there shall be one postponement each to the first available date on the Grievance Panel Hearing calendar.
3. The Grievance Panel shall be composed of four members: two employees selected by the University President, and two bargaining unit employees selected by the Union Chapter President. If needed, either the University Contract Administrator or the Grievance Officer may request a schedule of regular meetings to be determined at least 15 Days prior to the start of the academic term. All panelists shall receive common and consistent training in their roles as panelists, conducted jointly by the University and the Union.

- a. Bargaining unit panelists shall be selected from a pool representative of the various employee groups, and at least one panel member shall be of the same employee group as the Grievant.
  - b. Conflict of interest: In the event that the Grievant is in the pool of Bargaining Unit panelists, they may not be selected to serve on the Panel reviewing their Grievance. If either or both of the University's or Union's representatives on the Grievance Panel is/are materially connected to the events giving rise to the Grievance, by mutual agreement they will be replaced by an individual selected by the University President or Chapter President respectively for the review of the Grievance.
  - c. Panelists may be provided a copy of the grievance prior to the Grievance Panel Hearing and if so, will be informed of confidentiality requirements.
4. A pool of neutral parties who have agreed to act as Grievance Panel Moderators, mutually agreed upon by the University President and the Union Chapter President, shall be formed within 30 days of the ratification of this Contract, and then by the third week of each subsequent academic year. Decisions to alter the pool of moderators will be made by mutual agreement of the University President and the Union Chapter President the University and the Union shall share equally any costs for such panel moderating.
- An individual, selected from the pool of neutral parties mutually agreed upon by the University President and the Union Chapter President, shall moderate all Grievance Panel hearings. The Moderator's sole role will be to ensure that parties have the opportunity to explain their positions, completely and thoroughly, and present evidence in support or refutation of the Grievance. The Moderator will not offer opinions during Grievance Panel Hearings, nor be present during deliberations. The Union Grievance Officer and University Contract Administrator shall serve as ex officio members at the Grievance Panel Hearing. Neither shall be present during the deliberations but will make themselves available to respond to any question by the panel, as might be necessary. If such a question arises, both shall appear before the panel to provide appropriate responses.
- 5. The Grievant and the Administrator(s) alleged to have violated the contract shall be present at the hearing and shall have the right to present any evidence in support or refutation of the Grievance. All documents from the Exploratory Resolution Phase are brought forward to the Grievance Panel.
  - 6. During the hearing, the Grievance Panel's responsibility shall be to hear the facts surrounding the Grievance. The Panel will consider the documents sent forward from the Exploratory Resolution Phase, as well as the testimony and evidence provided during the Hearing Phase.
  - 7. After the conclusion of the hearing, the Panel shall have 5 Days to write individual conclusion statements. In the event that the Panel needs additional time for the deliberation to occur, the 5 Days will be extended by mutual agreement between the University Contract Administrator and the Grievance Officer. The written statements will:
    - a. Indicate whether they have reached consensus with regard to the contract violation as noted on the Grievance Form;
    - b. Recommend whether the requested remedy is warranted and consistent with the contract;

- c. Summarize any mitigating circumstances, confusion about contract interpretations, and any complicating factors surrounding the Grievance.
- 8. The members of the panel shall make these determinations by consensus when possible. However, the individual statements shall indicate the level of the panel's agreement (consensus or not) on the determination regarding any contract violation and requested remedy.
- 9. All statements shall be delivered to the University President and to the Grievant at the same time by the University Contract Administrator and the Union Grievance Officer, both of whom shall also retain copies.

C. Presidential Review and Decision

The University President shall issue a decision stating the reasons within 15 Days of the receipt of the Panel Statement. The President's decision shall be sent to the Grievant, with copies to the Grievance Officer, the Chapter President, and the Contract Administrator.

D. Arbitration

If the Grievance is not satisfactorily resolved at the Presidential Review Phase, the Union may, upon the request of the Grievant, proceed to arbitration by filing a written notice of intent to do so (see Appendix B). Notice of intent to proceed to arbitration must be filed with the University President within 30 days after receipt of the President's decision and shall be signed by the Grievant and the Union President. No later than 30 days after filing a written notice of intent to arbitrate, the Union and the University President will select an arbitrator and date for the arbitration hearing. The arbitration hearing will take place no later than six months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the University President.

E. Request for Mediation

If upon filing for arbitration, the University and the Union agree, mediation is an available option. Any costs of said Mediation shall be shared equally by the University and the Union.

20.10 Miscellaneous Provisions Pursuant to 20.01 – 20.09

A. Time Limits

Unless otherwise noted, all time limits contained in this Article may be extended by mutual agreement of the University Contract Administrator and Union Grievance Officer.

B. Grievance Clock

The grievance clock for filing a grievance shall stop between Academic Terms or upon mutual consent of the Union and the University.

C. Notification

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

D. Withdrawal of Grievance

A Grievance may be withdrawn at any time by the Grievant or by the Union representative at any point. In either case, such withdrawals shall be provided to the Contract Administrator in writing.

E. Precedent

No issue informally resolved or grievance resolved at either the Exploratory Resolution Phase or the Grievance Panel Hearing Phase shall constitute a precedent for any purpose unless agreed to in writing by the University President and the Chapter President.

F. Reprisal

No reprisal of any kind will be made by the University or Union against any Grievant, witness, or other participant in the Grievance procedure by reason of such participation.

G. Records

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

20.11 Arbitration Procedure

A. Selection of an Arbitrator

Representatives of the University and the Union shall meet within 90 Days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of no more than 15 members.

Selection of an arbitrator from the panel to hear the Grievance shall be by mutual agreement or by alternatively striking names from the panel until one name remains. The first party to strike shall be determined by the toss of a coin. The remaining name on the panel shall be designated the arbitrator to hear the Grievance. If for any reason a panel of arbitrators has not been agreed upon, and a matter is proceeding to arbitration, the parties shall jointly request the American Arbitration Association to provide a panel of seven arbitrators, each of whom shall be certified by the National Academy of Arbitrators. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.

Prior to the selection process, either party may reject the entire panel and request the American Arbitration Association to provide a second panel. Each party may reject the entire panel only once. The same selection process described above shall take place to select an arbitrator for the resultant panel.

B. Authority of the Arbitrator

1. The arbitrator shall neither add to, subtract from, modify nor alter the terms or provisions of this Contract. Arbitration shall be confined solely to the application and/or interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

2. Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute their judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Contract. If the arbitrator determines that the Contract has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University but the arbitrator may not award them monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such case the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter.

C. Arbitrator's Jurisdiction to Act

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

D. Conduct of Hearing

The arbitrator shall hold the hearing in the city where the Grievant is employed unless otherwise agreed to by the parties. The hearing shall commence within 15 Days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 30 calendar days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. Except as modified by the provisions of this Contract, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

E. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the University, the Union, and the Grievant to the extent permitted by and in accordance with applicable law and this Contract.

F. Settlement Implementation

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

G. Fees and Expenses

All fees and expenses of the arbitrator as well as the cost of the AAA list(s) shall be divided equally between the University and the Union. Each shall bear the cost of preparing and presenting its own case as well as the cost of acquiring a transcript of the proceedings. The cost of any transcripts required by the arbitrator shall be divided equally between the University and the Union.

20.12 Miscellaneous Provisions Pursuant to 20.11

A. Retroactivity

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

B. Processing

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

# **ARTICLE 21 COMPENSATION**

## **21.01 Basic Increase**

In each contract year of this agreement, the Board will grant each employee the salary increases negotiated and indicated in this Article.

- A. For FY23, the Board will grant each eligible employee a salary increase of 3.25% retroactive to July 1, 2022 for Academic Support Professionals and Academic Resource Professionals and August 16, 2023 for Teaching Professionals, Resource Professionals, and Instructors.

Upon ratification of this Agreement each presently employed member of the Bargaining Unit will receive a one-time payment of \$1000, pro-rata for part-time employees. This one-time payment and retroactive increase will be paid to members of the Bargaining Unit employed on the date of the Union's ratification of this Agreement.

- B. For FY24 each employee shall receive a salary increase of 2.5% and \$500 across the board increase, prorated per hours of work. These increases will be effective July 1, 2023 for Academic Support Professionals and Academic Resource Professionals, and August 16, 2023 for Teaching Professionals, Resource Professionals, and Instructors.
- C. For FY25 each employee shall receive a salary increase of 3.0%. These increases will be effective July 1, 2024 for Academic Support Professionals and Academic Resource Professionals, and August 16, 2024 for Teaching Professionals, Resource Professionals, and Instructors. Additionally, for FY25, \$65,000 will be allocated for compression/equity adjustments to the base to be determined by the University President based on recommendations from the Labor Management Committee.

If the total state appropriations and increased tuition from 2023 to July 1, 2025 increased by 5.0%, then the bargaining unit shall receive an additional 1.0% across the board.

- D. For FY26, each employee shall receive a salary increase of 3.0% These increases will be effective July 1, 2025 for Academic Support Professionals and Academic Resource Professionals, and August 16, 2025 for Teaching Professionals, Resource Professionals, and Instructors. Additionally, for FY26, \$65,000 will be allocated for equity adjustments to the base to be determined by the University President based on recommendations from the Labor Management Committee.
- E. If the total state appropriations and increased tuition from 2023 to July 1, 2026 increases by 7.0% then the bargaining unit shall receive an additional 1.0% across the board.

## **21.02 Eligibility**

This section applies to Teaching Professionals, Resource Professionals, Academic Resource Professionals, and Instructors.

In addition to any special conditions provided in Sections 21.01, 21.04, 21.05, 21.12 and 21.14 of this Article regarding eligibility for salary increases, and except as provided in paragraph (B) below, an employee shall be eligible for the salary increases specified in Sections 21.01, 21.04, and 21.05 of this Article for a given contract year only under the following conditions:

- A. The employee must be employed in a Bargaining Unit position as of the date of the ratification of this Agreement by the Board and the Union AND one of the following additional conditions:

1. was employed in a Bargaining Unit position at the University for at least one Academic Term during the previous contract year, or
  2. is returning to a previously held Bargaining Unit position following employment in a non-Bargaining unit position at the University for at least one Academic Term during the previous contract year.
  3. is an Instructor or an Academic Resource Professional and was employed as of August 16 of the contract year.
- B. The following employees are not eligible for the salary increases specified in Sections 21.01, 21.04, and 21.05 of this Article in a given contract year of this agreement:
1. employees who have previously been granted a salary increase for the current contract year.
  2. employees who begin employment at the University in the current contract year.

#### 21.03 Eligibility for Academic Support Specialist

- A. In addition to any special conditions provided in Sections 21.01, 21.04, 21.05, 21.12 and 21.14 of this Article regarding eligibility for the salary increases specified, and except as provided in paragraph (B) below, an Academic Support Professional shall be eligible for the salary increases specified in Sections 21.01, 21.04, and 21.05 of this Article for a given contract year of this Agreement only if they are employed in a position in the Bargaining Unit as of the date of the ratification of this Agreement by the Board and the Union or by July 1 of a given contract year, whichever is later, and one of the following additional conditions:
1. is an Academic Support Professional who was employed prior to March 1 of the previous contract year or in a position which has been newly classified as a Bargaining Unit position effective in the current contract year, or
  2. is returning to a previously held Bargaining Unit position following employment in a permanent full-time position at the University for at least one Academic Term during the previous contract year.
- B. An Academic Support Professional shall not be eligible for the salary increases specified in Sections 21.01, 21.04, and 21.05 of this Article if prior to their employment in a position in the Bargaining Unit, the Academic Support Professional has received a salary increase from the University for the current contract year.

#### 21.04 Minima Tables

- A. The Minima Tables from FY22 will be increased by 5.75% effective with FY25. The Minima Tables in Appendix D will establish the minimum salaries for employees for the length of this contract. These schedules do not create maximum salaries for employees. In addition to years of service, salary is dependent on rank within Teaching Professionals and Resource Professionals and academic degree held by Instructors, Academic Resource Professionals, and Academic Support Professionals.
- B. All minimum salaries listed in the Appendix D (Minima Tables) are the employee's FTE (base full-time annual salary divided by 9 or 12 months). To calculate minimum salary, employees at a given rank or degree shall locate their years of service and multiply the corresponding amount on each table by the number of months of their individual contract and, if applicable, by their percent of employment.

- C. In each year of the Agreement, employees will be at or above the minimum salary for their years of service and rank or degree held. In each of the years of the Agreement, all employees will receive no less than the minimum salary or pro rata amount based on percent of employment.
- D. Minima shall be implemented after any basic increase and promotion has been applied, and before PAI and Excellence Awards have been added to the FTE.

#### 21.05 Completion of Degree

The following section applies to all employees who during the term of this Agreement complete a terminal degree from an accredited institution in an area directly related to the employee's professional assignment

- A. In addition to the salary increase specified in 21.01, the University will grant a salary increase of \$2,500 added to the base full-time salary to each eligible Teaching Professional, Resource Professional, Instructor, Academic Support Professional, or Academic Resource Professional. These increases will be effective August 16 of the current contract year for eligible employees
  - 1. who completed all requirements for the first terminal degree from an accredited graduate school during the period from January 1 to August 31 in the previous contract year;
  - 2. who present satisfactory evidence thereof to the Provost/Vice President for Academic Affairs by November 1 of the current contract year; and
  - 3. who have not previously received a salary increase for completion of a Terminal Degree.

These increases shall be applied pro rata for employees with less than a 100% assignment.

#### 21.06 Part-Time employees

Part-time employees will be paid on a pro rata basis

#### 21.07 Promotional and Professional Advancement Increase

In addition to the salary increase specified above, each Teaching Professional or Resource Professional who has received a Promotional or Professional Advancement Increase (PAI) in accordance with the Article on Promotion in this Agreement will be granted a base annual salary increase of \$5,700 as of the effective date of promotion to Associate Professor, or \$6,600 to the base annual salary as of the effective date of promotion to Professor, or \$3,450 to the base annual salary as of the effective date of PAI.

#### 21.08 Faculty and Staff Excellence Awards

- A. The total funds for Excellence Awards available for Teaching Professionals and Resource Professionals, Instructors, Academic Support Professionals, and Academic Resource Professionals as per 21.08.C and 21.08.D below shall be as follows:

For FY 2023 (for award cycles in AY 2022 & 2023).....	\$110,000
For FY 2024 .....	\$ 60,000
For FY 2025.....	\$ 60,000
For FY 2026.....	\$ 60,000

- B. In the event the amount expended in Faculty and Staff Excellence Awards is less than the amount available, the remaining funds shall be allocated for Excellence Awards in the following

contract year. A report of remaining funds shall be made to Union by August 16 of the following contract year.

C. Teaching Professional and Resource Professional Excellence Awards (Faculty Excellence Awards)

1. Each year Teaching Professional and Resource Professional Excellence Awards, recognizing outstanding achievement in the areas of teaching/primary duties, research/creative activities, and service/administrative responsibility will be awarded to Teaching Professionals and Research Professionals. The dollar amount to be available for these awards will be as established in this Article. The award to a Teaching Professional or Research Professional shall be a maximum salary increase of \$1,700, which will be added to the Teaching Professional's or Resource Professional's base at the beginning of the following contract year (August 16). Recipients of Faculty Excellence Awards shall be determined by the following process:

- a. By November 15 for each year of this agreement the University President shall request of the Union recommendations of ten Teaching Professionals and Resource Professionals to serve on the Faculty Excellence Awards Committee. From these recommendations and by December 15, the University President shall appoint seven Teaching Professionals or Resource Professionals to serve on the Faculty Excellence Awards Committee. The University President's selection shall guarantee proportional representation among Teaching Professionals and Resource Professionals, and among the Colleges at the University. The rest of the membership of the committee will consist of the Dean of the College of Education, Dean of the College of Arts and Science, Dean of the College of Business and Technology, Dean of Academic Development, and the Dean of Libraries and Learning Resources. The University President shall inform the committee of the number and amount of awards available.
- b. By February 1 for each year of this Agreement the committee shall develop procedures for the nomination of eligible Teaching Professionals and Resource Professionals and the process by which they will make their award recommendations. The procedures shall allow for self-nominations or for nomination by another person, which can be made directly to the Faculty Excellence Awards Committee. This information, along with the number and dollar amount of awards available, will be distributed to all Teaching Professionals and Resource Professionals by February 15.

If self-nominated, a letter of support from the employee's Department Chair or a peer must be included in the materials submitted.

- c. All committee recommendations will be forwarded to the University President by April 15.
- d. After a review of the committee's recommendations, the President shall determine which nominees will receive Faculty Excellence Awards. The President's decision shall not be subject to the Article on Grievance Procedure in this Agreement.
- e. Notice of receipt of a Faculty Excellence Award shall be placed in the employee's personnel file.

- f. Faculty Excellence Awards are in recognition of achievement during an academic year.
- D. Instructor, Academic Resource Professional, and Academic Support Professional Excellence Awards
- 1. Each year Excellence Awards recognizing outstanding achievement in the areas of teaching/primary duties will be awarded to Instructors, Academic Resource Professionals, and Academic Support Professionals. The dollar amount to be available for these awards will be as established in this Article. The award to an Instructor, Academic Resource Professional, or Academic Support Professional shall be a maximum salary increase of \$1,200, which will be added to the Instructor's, Academic Resource Professional's, or Academic Support Professional's base. The increase will be effective August 16 for Instructors and Academic Resource Professionals and July 1 for Academic Support Professionals.
- Recipients of Excellence Awards for Instructors, Academic Resource Professionals, and Academic Support Professionals shall be determined by the following process:
- a. By November 15 for each year of this agreement the University President shall request of the Union recommendations of ten Instructors, Academic Resource Professionals and Academic Support Professionals to serve on the Excellence Awards for Instructors, Academic Resource Professionals and Academic Support Professionals Committee. From these recommendations and by December 15, the University President shall appoint seven Instructors, Academic Resource Professionals, or Academic Support Professionals to serve on the Committee. The University President's selection shall guarantee proportional representation among Instructors, Academic Resource Professionals and Academic Support Professionals. The rest of the membership of the Committee shall be comprised of the Dean of the College of Arts and Sciences, the Dean of the College of Business and Technology, the Dean of the College of Education, the Dean of Libraries and Learning Resources, and the Dean of Academic Development. The University President shall inform the committee of the number and amount of awards available.
  - b. By February 1 for each year of this Agreement the committee shall develop procedures for the nomination of eligible Instructors, Academic Resource Professionals, and Academic Support Professionals and the process by which they will make their award recommendations. The procedures shall allow for self-nominations or for nomination by another person that can be made directly to the Excellence Awards for Instructors, Academic Resource Professionals, and Academic Support Professionals Committee. This information, along with the number and dollar amount of awards available, will be distributed to all Instructors, Academic Resource Professionals, and Academic Support Professionals by February 15.
- For the evaluation period for which materials are being submitted, an Instructor must submit a copy of their final assignment of duties form, and an Academic Support Professional or an Academic Resource Professional must submit a copy of their final workplan.
- c. All committee recommendations will be forwarded to the University President by April 15.

- d. After a review of the committee's recommendations, the President shall determine which nominees will receive Excellence Awards. The President's decision shall not be subject to the Article on Grievance Procedure in this Agreement (Article 20).
- e. Notice of receipt of an Excellence Award for Instructors, Academic Resource Professionals, and Academic Support Professionals shall be placed in the recipient's personnel file.
- f. Excellence Awards for Instructors, Academic Resource Professionals, and Academic Support Professionals are in recognition of achievement during an academic year.

#### 21.09 Initial Appointment

An individual who receives an initial appointment to a position included in the Bargaining Unit for or during an academic year at the University shall be appointed at a salary at least equal to the applicable minimum salary for the individual's qualifications specified in the Article on Compensation in this Agreement.

#### 21.10 Summer Session Salaries for Teaching Professionals and Instructors

Summer session assignments shall be compensated on the basis of 75% of the Teaching Professional's monthly salary rate (base full-time annual salary divided by nine months). A Teaching Professional shall receive one month's adjusted salary for an assignment of three Credit Units, two months adjusted salary for an assignment of six Credit Units, and three months adjusted salary for an assignment of nine Credit Units. Assignments in excess of nine Credit Units shall be paid at the overload rate specified below. The summer session assignments for faculty who have declared their last four years before retirement as specified in 23.08.C.8 in this Agreement, shall be compensated at 90% of the Teaching Professional's monthly salary rate (base full-time annual salary divided by nine months). This declaration must be made in writing by November 1 to the Department Chair, the Dean, and the Provost/Vice President for Academic Affairs. This declaration can be made only once and cannot be canceled once started. Summer session assignments for a Teaching Professional who has exhausted the four years of 90% compensation shall be returned to 75% of the Teaching Professional's monthly salary rate for any other summer session assignments.

Summer session assignments shall be compensated on the basis of 100% of the Instructor's monthly salary rate (base full-time annual salary divided by nine months). An Instructor shall receive one month's salary for an assignment of three Credit Hours, two month's salary for an assignment of six Credit Hours, and three month's salary for an assignment of nine Credit Hours. Assignments in excess of nine Credit Hours shall be paid at the overload rate specified in Section 21.15 below.

#### 21.11 Grant/Contract Salaries

If an employee is assigned work on an externally funded grant or contract, the work may be excluded from the employee's assigned obligation if approved by the Provost/Vice President for Academic Affairs. For all such grant or contract work so excluded, an employee may earn up to a total of 40% above the employee's annual salary in the previous 12-month period. This amount shall be in addition to the employee's base salary if the grant or contract work is excluded from the employee's assigned obligation. If the work on an externally funded grant or contract is not excluded from the employee's assigned obligation there will not be earnings above the employee's established base annual salary. This section shall not apply to grant or contract work performed during sabbatical leave.

**21.12 Compensation for Academic Support Professionals and Academic Resource Professionals on Instructional Assignments.**

Academic Support Professionals and Academic Resource Professionals who are hired to teach courses outside of their annual work plan shall be compensated according to the following:

- A. Academic Support Professionals and Academic Resource Professionals who are hired to teach courses outside of their annual work plan shall be compensated at the Instructor rate for those assignments.
- B. For the purposes of determining instructional minima for Academic Support Professionals and Academic Resource Professionals, the years of service shall be equivalent to years of service at the University since September 1, 2003 in the capacity of Instructor.

**21.13 Counteroffer**

- A. The University President may approve a salary increase to retain an employee who has received a bona fide offer of other employment, which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.
- B. The effective date of the increase provided in paragraph (A) above shall be no sooner than the first day of the Academic Term which immediately succeeds the approval of the counteroffer by the President.
- C. An employee shall not be eligible to receive a salary increase under the section on Counteroffer above until the fourth year of full-time employment at the University. An employee who receives an increase under paragraph (A) above will not be eligible to receive another such increase until the fourth year after a Counteroffer increase.
- D. An employee who receives an increase under the paragraph above shall be eligible for increases specified in the Article in this Agreement on Promotion and the Article on Salary in this Article including the Professional Advancement Increase, Completion of Degree, Equity Adjustment, and Excellence Awards. If the employee is eligible for an increase under the terms of Counteroffer then the employee will not be eligible for any increase specified under the terms of the Article on Salary in this Agreement, except as provided below:
- E. An employee who receives an increase under Counteroffer above shall be eligible to receive the difference between the increase under Counteroffer above and the increase specified in Article on Salary in this Agreement if:
  - 1. the increase under Counteroffer above is less than the increase specified in the Article on Salary in this Agreement; and
  - 2. the employee is otherwise eligible for the increase specified in this Article.
- F. Each employee who receives a salary increase under the paragraph on Counteroffer above shall agree to serve at the University for at least four Academic Terms subsequent to the end of the Academic Term in which the increase is received and shall give a judgment note to the University for the amount of the increase, said judgment note to be canceled at the end of the required period of service or at the death or permanent disability of the employee.
- G. Within 30 Days after the approval of an increase under the paragraph on Counteroffer above, a report shall be delivered to the Chapter President from the University President. The report shall

contain the name of the employee to be awarded such an increase and a copy of the offer received by the employee. In the event the offer has not been in writing and if the offer has been from an academic institution, the report shall include the name of the official with whom the University President has verified the offer.

- H. The approval of or failure to approve an increase under the paragraph on Counteroffer above shall not be subject to the Grievance Procedure in this Agreement. The Union may file a grievance concerning any other aspect of the Article on Additional Compensation in this Agreement. The grievance must be filed within the time limit for filing a grievance specified in the Article on Grievance Procedures in this Agreement.

#### 21.14 Transfer and Reassignment Adjustments

The University may adjust an employee's salary based upon transfer or reassignment in accordance with paragraphs (A), (B), and (C) below. An employee may request an adjustment by notifying in writing the Provost/Vice President for Academic Affairs of the desired adjustment. The employee may include endorsement by the applicable supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next Academic Term of employment. If the request is denied, the employee will be so notified, in writing, by the Provost/Vice President for Academic Affairs. Such request shall not be unreasonably made or unreasonably denied.

- A. The salary of an employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of the assigned Department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.
- B. The salary of an employee who is transferred, pursuant to the Article on Transfer in this Agreement (see Article 7), from one Department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving Department.
- C. Within 30 Days after the granting of an increase under this Section on Transfer and Reassignment Adjustments, the Chapter President shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

#### 21.15 Overload

- A. For the duration of this Agreement, the overload compensation for Teaching Professionals and Resource Professionals shall be \$1,400 per instructional/primary duty CU and \$400 per non-instructional CU. Overload shall be paid under the following conditions:
  1. the Teaching Professional is assigned instructional/primary duties in excess of 20 CUs and/or research/creative activity and/or service in excess of 6 CUs as specified in the Article on Faculty Assignment of Duties and Responsibilities in this Agreement, or
  2. the Resource Professional's Primary Duty assignment exceeds 30 CUs and/or the total workload assignment exceeds 36 CUs as specified in the Article on Faculty Assignment of Duties and Responsibilities in this Agreement,
  3. the Teaching Professional is assigned duties in excess of nine CUs in the summer term.
- B. For the duration of this Agreement, the overload compensation for Instructors shall be \$1,400 per CH or IEI. Overload shall be paid under the following conditions:
  1. if the full-time Instructor's CH assignment is in excess of 24 CHs, or

2. if CHs (excluding courses) or IEIs are assigned after the initial CH assignment for part-time Instructors, or
3. if the employee is assigned Primary Duties in excess of nine CHs in the summer term.

21.16 Off-Campus Travel Compensation

Off-Campus Travel expenses will be reimbursed consistent with the State of Illinois travel regulations.

21.17 Senior Instructor and Senior Academic Resource Professional Compensation

When an Instructor or Academic Research Professional is designated as Senior Instructor or Senior Academic Resource Professional, the University will grant a salary increase of \$1,500 added to their base full-time annual salary.

21.18 Senior Academic Support Professional Compensation

After completing 10 years of service to the University, the University will grant a salary increase of \$1,500 added to the base full-time annual salary of an Academic Support Professional.

## **ARTICLE 22 TPRP EMPLOYMENT STATUS STATEMENT**

All references to "employee" in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.

### **22.01 Employment Contract**

- A. Each employee shall receive an appointment letter/employment contract upon initial appointment. The initial contract/appointment letter shall serve as the initial contract for the employee and will specify the period of appointment, the type of appointment, the rank of the individual, the evaluating Department/Unit, the probationary year, the individual's salary, and the individual's status in the Bargaining Unit. A copy of the appointment letter shall be sent to the Chapter President.
- B. Subsequent to the initial appointment letter/employment contract, all employees shall receive an annual printed Employment Status Statement. The Employment Status Statement shall be sent to each employee no later than 30 Days after the beginning of the University's academic year or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate
  - 1. the evaluating Department/Unit
  - 2. the employee's status (e.g., probationary, including probationary year; tenured; terminal);
  - 3. the employee's ID number;
  - 4. the employee's rank;
  - 5. the year the employee started at the University, and the total years of service to the University;
  - 6. the employee's years of service completed in their current employment Bargaining Unit category;
  - 7. the employee's period of employment (number of months);
  - 8. the employee's percent appointment;
  - 9. the pay distribution for the employee;
  - 10. the employee's base annual salary, including any salary increase component;
  - 11. the employee's base monthly salary (base annual salary divided by period of employment);
  - 12. the gross distribution amount for the employee; and
  - 13. that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the University, including the terms of any applicable collective bargaining agreement.

Any modifications in an employee's Employment Status will be reflected in a revised statement that will be issued to the affected individual and delivered to the Chapter President within 15 Days of the change.

The template for the forms used to report this information will be available on NEIUport upon ratification of this Collective Bargaining Agreement.

# **ARTICLE 23 TPRP FACULTY RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

**Sections 23.01 – 23.08 refer to Teaching Professionals.**

**Sections 23.09 – 23.14 refer to Resource Professionals.**

**Sections 23.15 – 23.16 refer to both employee groups.**

NEIU is proud to offer educational experiences across modalities to meet the needs of our students. While we embrace the advantages of the virtual experience, the in-person presence on campus across teaching, research and service obligations help to cultivate a positive, student-centered environment. Professional expectations include various forms of availability and visibility across campuses.

Such expectations enhance opportunities for quality engagement between students and teaching professionals that is unique to the in-person presence. As well, duties (e.g., office hours, service membership) performed in person not only enhance student outcomes but facilitate higher quality collaboration and communication experiences for teaching professionals.

**23.01** The professional obligation of a Teaching Professional is composed of assigned duties and activities including engaging in teaching, primary duty, research/creative activities, service, and professional development, as well as maintaining disciplinary currency. An assigned duty or activity of a Teaching Professional will be reflected on an assignment of duties form and will receive a Credit Unit value as specified in the Credit Unit Equivalencies (see Article 24).

**23.02** Definition of Assigned Obligation for Teaching Professionals

- A. The assigned obligation of a Teaching Professional shall be two semesters with a range of 21 to 27 Credit Units including three Credit Units assigned for non-instructional professional development activities.

The instructional/primary duty assignment of a Teaching Professional shall be two semesters with 18 - 20 Credit Units. Non-instructional assignments shall include 3 Credit Units of professional development and may include assignments for research/creative activities and service. Instructional/primary duty assignment includes a minimum expectation of 18 Credit Units assigned from Category A, Keys 1 – 14, and Category B Key 20 when applicable, as defined by Article 24.

- B. The obligation of a Teaching Professional may be assigned in any combination of Credit Units within the ranges specified. If a Teaching Professional is assigned duties for only part of a period of appointment, their assigned obligation shall be reduced in proportion to the period of appointment. If a Teaching Professional is employed on a part-time appointment, their assigned obligation shall be proportionate to the appointment.
- C. The assigned obligation of a Teaching Professional may be on the NEIU main campus, the Jacob Carruthers Center for Inner City Studies, the Center for College Access and Success, El Centro, a University Center of Lake County site, or some combination thereof. Travel expenses will be reimbursed consistent with the State of Illinois travel regulations.

**23.03** Assignment Process for Teaching Professionals

- A. The Provost/Vice President for Academic Affairs shall develop the forms to be used to record officially assigned duties and the timetable for distribution of Credit Unit guidelines for Teaching Professionals, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The Provost/Vice President for Academic Affairs will review the

forms and timetable with the Chapter President before they are distributed to Teaching Professionals. A copy of the timetable shall be made available to employees on NEIUport no later than October 15 unless otherwise agreed to by the Chapter President and the University President.

- B. The workload process begins with the Department Chair preparing the schedule of classes for the next academic year. When appropriate, Chairs may request course schedule drafts from program coordinators. A Teaching Professional may submit a written proposal for an assignment of teaching/primary duty, research/creative activities, and service for consideration by the Teaching Professional's Department Chair by the date specified in timetable described in section 23.03.A. The proposal may include scheduling options or specific activities that the Teaching Professional proposes to have assigned by the Department Chair. The proposal may also be accompanied by requests submitted in accordance with published University procedures for resources related to specific activities in order to accomplish the proposed assignment.
- C.
1. A Teaching Professional shall have an opportunity to discuss an assignment, including proposed assignments reflected in preliminary course schedules, in advance of an official assignment or any modification of an official assignment except where it is impossible to do so because of leave status or illness of an employee, unexpected staff changes, or changes necessitated by enrollment. If requested in writing by the employee at least one week prior to the issuance of written assignments by the Chair, a personal consultation will be held between the employee and the Chair. A reasonable effort will be made to provide an advance opportunity to discuss an assignment or any modification of an official assignment to an employee who is away from campus on University business.
  2. The Department Chair shall develop and approve the written assignment of duties when the workload assignment falls within the negotiated range (21-27 CUs) and the instructional/primary duty assignment is within 18 – 20 Credit Units. The approved assignment of duties will be forwarded to the appropriate Dean and Provost/Vice President for Academic Affairs for review.
  3. If the proposed workload assignment exceeds 27 CUs or the instructional/primary duty assignment is below 18 instructional/primary duty Credit Units or exceeds 20 instructional/primary duty Credit Units, then the Department Chair shall submit it to the appropriate Dean for review and the Provost/Vice President for Academic Affairs for review and approval.
  4. If the proposed workload assignment exceeds 6 CUs of research/creative activities and/or service combined, the Department Chair may assign overload from the pool of research/creative activities and/or service overload CUs (see 23.05).
- D.
1. A Teaching Professional shall receive their approved written assignment of duties, including any Credit Units to be assigned by June 1 or at the time of appointment, whichever is later.
  2. An employee shall be given an opportunity to discuss any modification of the official written assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in Credit Units, within 10 Days of the modification.
- E.

1. If, following the receipt of an approved assignment of duties form, a significant modification is made by the University in a Teaching Professional's assigned duties, the employee's Department Chair shall prepare a revised assignment form to reflect any modification of Credit Unit categories and values.
2. A Teaching Professional may request a modification of the approved assignment or in the Credit Units awarded for such assigned duties. The employee shall then request that the Department Chair consider a revision in assignment of duties reflecting a modification of Credit Units. A Teaching Professional may request a meeting with the Chair to discuss the reason for the denial of a revision. The change in assignment shall follow the procedure indicated in 23.03.C.

**23.04 Credit Units and Credit Unit Equivalencies for Teaching Professionals**

- A. Credit Unit equivalency guidelines are as stated in Article 24 and shall remain in effect for the life of this Agreement.
- B. Except as provided in Section 23.04.C below, the Credit Units referred to in Section 23.04.A above shall be computed by addition of the Credit Hours assigned by the University to the courses assigned to an employee. The Credit Units referred to in Section 23.02 above shall be assigned according to the procedure specified in Section 23.03, consistent with University Credit Unit guidelines.
- C.
  1. The Provost/Vice President for Academic Affairs may assign employees to perform activities in the following Credit Unit categories: Instruction/Primary Duty, Research and Creative Activities, and Service/Administrative Responsibilities. All Teaching Professionals are assigned 3 Credit Units of Professional Development. The Credit Unit Equivalency Guidelines identify activities included in each Credit Unit category.
  2. The Credit Unit Equivalency Guidelines include adjustments in Credit Unit values for the following instructional activities: courses/activities in which contact hours exceed Credit Hours, class size, writing intensive, developmental instruction, general education and individualized instruction as specified in the University Credit Unit guidelines. The Credit Unit value shall be counted toward fulfillment of the obligation specified in Section 23.02.
  3. The assignment of Credit Units for service responsibilities to the Department/unit, college, University, or professional community shall be based on the Credit Unit Equivalency Guidelines. The assignment of Credit Units for research and creative activities shall be based on the Credit Unit Equivalency Guidelines. If credit is assigned for service and/or research and creative activities, it shall be counted toward fulfillment of the obligation specified in Section 23.02.
  4. If an employee is assigned to work on an externally funded grant or contract, the employee may request the Provost/Vice President for Academic Affairs to exclude such work from the employee's assigned obligation specified in Article 23.02. The Provost/Vice President for Academic Affairs shall review each request for exclusion individually. An employee may request a meeting with the Provost/Vice President of Academic Affairs to discuss the reason for the denial of a workload exclusion. If the work is not excluded and the grant/contract budget does not specify the workload value for the activity, then the Provost/Vice President for Academic Affairs shall determine the value of such work in terms of Credit Units and Credit Unit category using the Credit Unit Equivalency Guidelines.

23.05 Overload for Teaching Professionals

- A. A Teaching Professional may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, to perform instructional activities in excess of 20 instructional/primary duty Credit Units during a two-semester assignment or in excess of nine instructional Credit Units if they have an appointment to perform duties in a summer session. Excess Credit Units under this section shall be compensated at the rate specified in the Compensation Article for instructional/primary duty overload. Assignment of involuntary instructional/primary duty overload shall not exceed one three-Credit Hour course per academic year. Instructional/primary duty Credit Unit assignments in excess of 20 Credit Units and/or research/creative activities and/or service combined in excess of six Credit Units shall be compensated at the overload rate specified in the Compensation Article.
- B. A Teaching Professional who has been assigned six CUs of research/creative activities and/or service may be assigned overload CUs by their Department Chair from a pool of CUs that will be available to each department. The pool of research/creative activity and/or service CUs will be equal to 1.5 CUs times the number of Teaching Professionals as of August 16 for the academic year of the assignment.
- C.
  - 1. If a Teaching Professional is absent from their duties, another employee may be requested or assigned to perform the absent Teaching Professional's duties. Except as specified in Section 23.05.C.2 below, the assignment shall be without compensation.
  - 2. If the assignment is in excess of 20 instructional/primary duty CUs, and if the assignment exceeds one week within a semester or the pro rata equivalent of one week within any summer session, (exclusive of periods when classes are not in session in the case of a Teaching Professional), the Teaching Professional shall receive compensation prorated for the period of assignment as specified in the Compensation Article, beginning with the second week of the assignment.

23.06 Course Cancellation for Teaching Professionals

A Teaching Professional shall be compensated at a rate of \$100 per class for all class meetings completed during the first week prior to the cancellation of a course during a Semester or Summer Session. Compensation for class meetings beyond the first week of instruction but prior to the cancellation of a course shall be pro rata. An alternate instructional/primary duty or non- instructional activity may be assigned to replace the canceled course.

23.07 Teaching Professional Accessibility (Academic Terms and Summer Sessions)

Office Hours

Faculty interaction with individual students, other faculty, and University staff is recognized as essential in a successful learning environment.

A. Academic Year

To provide individual student access to faculty, each Teaching Professional shall maintain a schedule of at least four office hours per calendar week spread over at least three Days or a schedule of at least five office hours per calendar week spread over at least two Days, of which 25% must be held on campus.

B. Summer Sessions

During Summer IA and II, office hours shall be as follows: Faculty assigned nine Credit Units or more shall hold four office hours each week. An assignment of 6-8 CUs shall be accompanied by three office hours each week while a faculty assigned 3-5 CUs shall schedule 1 ½ hours each week. During Summer IB, office hours shall be as follows: Faculty assigned nine CUs or more shall hold three office hours each week. An assignment of 6-8 CUs shall be accompanied by two office hours each week while a faculty assigned 3-5 CUs shall schedule 1 ½ hours each week. These hours shall be scheduled to allow reasonable access and shall be posted and reported to the Department Chair by the end of the first week of the semester or summer session. If necessary and with reasonable notice, faculty are expected to be accessible to meet students, other faculty, and staff on days and times other than those of posted office hours and scheduled classes. Email, online interaction, or other forms of electronic communication may be used to meet accessibility needs beyond posted office hours and scheduled classes.

23.08 Summer Session Appointments for Teaching Professionals

A. Schedule of Courses

Each academic year, the Provost/Vice President for Academic Affairs shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.

B. Rotation Plan and Rotation Roster

1. The Provost/Vice President for Academic Affairs will consult with the Chapter President regarding guidelines for use by Departments in reviewing existing rotation plans. The guidelines will be sent to each Department by the date specified in the University timetable. Department/Programs may revise their current plan or develop a new rotation plan to be used for the duration of this Agreement. By November 1, each Department Chair, after consultation with Department/Program employees, shall submit the Department's/program's rotation plan to the appropriate Dean and Provost/Vice President for Academic Affairs for review and approval.
2. A copy of the approved Department rotation plan, the plan used to determine summer session assignments, shall be provided to each Teaching Professional as specified in the University timetable. The rotation roster is the list of individual faculty members eligible to teach each summer based on the department's or program's rotation plan. Rotation rosters for each summer will be based on the Department's rotation plan.
3. Seniority on rotation rosters for Teaching Professionals will be determined by date of hire. In the event that a department does not provide a rotation plan by the date indicated in 23.08.B.1, seniority will be used as the default for summer session assignments. One course per Teaching Professional will be assigned and then a second course will be assigned, as available.
4. A Teaching Professional who has a course(s) canceled during summer may not "bump" (claim) the summer assignment of another Teacher Professional or Instructor.

5. A Teaching Professional who has a course(s) canceled during one summer or is not assigned 6 CUs to teach in one summer will be at the top of the rotation roster for the next summer rotation roster only. If more than one Teaching Professional has a course canceled in the same summer, then these Teaching Professionals will be placed in seniority at the top of the rotation roster for the next summer rotation roster only (see 23.08.B.2).
6. If a Teaching Professional has a Summer Session assignment which is not assigned through the Teaching Professional's Department/Program or which results from an externally funded grant or contract which the Teaching Professional has obtained, the assignment shall not affect the Teaching Professional's position on their rotation roster.
7. A copy of the approved Department/Program Summer Rotation Plan shall be forwarded to the UPI Chapter President. A copy of the summer rotation roster shall be forwarded to the UPI Chapter President no later than November 15 of each academic year. In the event that a department/program does not provide a rotation plan, Article 23.08.B.3 plus the Instructor reemployment roster (Article 36.07) shall be used for Summer Session assignments.

C. Summer Session Appointment Process

1. Each Teaching Professional who desires a Summer Session appointment shall notify their Department Chair by the date specified in the University timetable.
2. In accordance with 23.08.B.2 above, a Department's rotation roster will be used to determine which, if any, Teaching Professional will be offered Departmental/Program summer session employment. Employees on terminal contracts will not be eligible for summer session employment.
3. Program need shall supersede a Department's/Program's rotation roster in determining which, if any, Teaching Professional shall be offered Departmental/Program Summer Session appointments. Except for program need, Teaching Professionals shall be given priority in the award of summer session employment.
4. A Department/Program rotation plan and its resultant roster shall ensure that Teaching Professionals in the Department/Program have equal access to department Summer Session employment during a Summer Session, except as limited in this section.
5. Teaching Professionals shall be given priority over Instructors and temporary employees in the award of summer session appointments, except that a full-time Instructor or temporary employee who is replacing a Teaching Professional on leave may hold a temporary appointment for the Teaching Professional's full period of appointment.
6. A Teaching Professional may submit a written proposal for an assignment of teaching/primary duty for consideration by the Teaching Professional's Department Chair. The proposal does not constitute an assignment.
7. Up to nine CUs may be assigned to a Teaching Professional in a summer session and shall be compensated at the rate specified in the Compensation Article. No Teaching Professional shall be assigned more than six CUs during the summer until all eligible and qualified Instructors have been offered and/or assigned six Credit Hours. All summer assignments will be approved by the appropriate Dean and Provost/Vice President for Academic Affairs.

8. Teaching Professionals who declare an intent to retire within four years in accordance with 21.10 of this Agreement and who receive a summer assignment during that period consistent with the Department rotation plan, shall be compensated as stated in the Article on Compensation in this Agreement. This declaration must be made in writing by November 1 to the Department Chair, the Dean, and the Provost/Vice President for Academic Affairs. This declaration can be made only once and cannot be canceled once started.
  9. Employees on terminal contracts will not be eligible for summer session employment.
- D. Overload
1. If a Teaching Professional is absent from their teaching responsibilities, another employee may be requested or assigned to perform the absent employee's teaching responsibilities. If the additional teaching assignment exceeds the pro rata equivalent of one week within any Summer Session (exclusive of periods when classes are not in session), the employee shall receive compensation prorated for the period of the assignment as specified in the Compensation Article, beginning with the second week of the assignment.
  2. Credit Units in excess of nine and approved by the appropriate Dean and Provost/Vice President for Academic Affairs will be compensated at the overload rate as indicated in the Article on Compensation.

#### 23.09 Professional Obligation of Resource Professionals

The professional obligation of a Resource Professional is composed of assigned duties and activities, including engaging in primary duties, research/creative activities, service, and professional development, as well as maintaining disciplinary currency. Any assigned duty or activity of a Resource Professional will be reflected on an assignment of duties form and will receive a Credit Unit value as specified in the Credit Unit Equivalencies (see Article 24).

#### 23.10 Definition of Assigned Obligation for Resource Professionals

- A. The assigned obligation of a Resource Professional shall be for 12 months with a range of 30 to 36 CUs with an expectation that 30 CUs will be assigned to primary duty/activities. Workload may include assignments for research/creative activities and service.
- B. If a Resource Professional is assigned duties for only part of a period of appointment, their assigned obligation shall be reduced in proportion to the period of appointment. If a Resource Professional is employed on a part-time appointment, their assigned obligation shall be proportionate to the appointment.

#### 23.11 Workload Assignment Process for Resource Professionals

- A. The Provost/Vice President for Academic Affairs shall develop the forms to be used to record officially assigned duties and the timetable for distribution of Credit Unit guidelines for Resource Professionals and the official assignment of duties. The Provost/Vice President for Academic Affairs will review the forms and timetable with the Chapter President before they are distributed to Resource Professionals. A copy of the timetable shall be made available to employees on NEIUport no later than October 15 unless otherwise agreed to by the Chapter President and the University President.

- B. A Resource Professional may submit a written proposal for an assignment of primary duties, research/creative activities, and service for consideration by the employee's Department Chair. The proposal may include scheduling options, reassigned time, or assignment of specific duties. The proposal may also be accompanied by requests submitted in accordance with published University procedures for resources related to specific activities in order to accomplish the proposed assignment.
- C. The Department Chair shall prepare the assignment of duties and make a draft of this assignment available to the Resource Professional on or before the date established in the timetable. A Resource Professional shall have an opportunity to discuss an assignment or any modification of an assignment prior to approval except where it is impossible to do so because of leave status, illness, or travel on University business or unexpected staff changes or changes necessitated by enrollment. If requested in writing by the employee at least one week prior to the issuance of written assignments by the Department Chair, a personal consultation will be held between the employee and the Department Chair.
- D. The Department Chair shall develop and approve the written assignment of duties when the total workload assignment falls within the negotiated range (30-36 CUs) and the primary duty assignment is 30 Credit Units for primary duty. The workload shall then be forwarded to the Dean and Provost/Vice President for Academic Affairs for review as specified in the timetable.
- E. If the proposed total workload assignment exceeds 36 CUs or the primary duty assignment is above/below 30 CUs then the Department Chair shall submit it to the appropriate Dean and the Provost/Vice President for Academic Affairs for review and approval. Any assignment above 30 CUs for primary duty and/or above six CUs of combined research/creative activities and/or service shall be assigned according to the Overload section of this Article (23.05).
- F. A Resource Professional shall receive their approved assignment of duties, including any Credit Units to be assigned by June 1 or at the time of appointment, whichever is later.
- G. An employee shall be given an opportunity to discuss any modification of the approved assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in Credit Units, within ten Days of the modification.
- H. If, following the receipt of an approved assignment of duties form, a significant modification is made by the University in a Resource Professional's assigned duties, the employee's Department Chair shall prepare a revised assignment form to reflect any modification of Credit Unit categories and values.
- I. A Resource Professional may request a modification of the approved assignment, or in the Credit Units awarded for such assigned duties. The employee shall then request that the Department Chair consider an official revision in assignment of duties reflecting a modification of Credit Units. The change in assignment shall follow the procedure indicated in 23.11.C.

#### 23.12 Credit Units and Credit Unit Equivalencies for Resource Professionals

- A. Credit Unit equivalency guidelines in Article 24 shall remain in effect for the life of this Agreement.
- B. The Credit Units referred to in Section 23.10 above shall be assigned according to the procedure specified in Section 23.11, consistent with University Credit Unit guidelines.
- C. The Provost/Vice President for Academic Affairs may assign employees to perform activities in the following Credit Unit categories: Primary Duties, Research/Creative Activities, and

- Service/Administrative Responsibilities. The Credit Unit Equivalency Guidelines identify activities included in each Credit Unit category.
- D. The assignment of Credit Units for service/administrative responsibilities to the Department/unit, college, university, or professional community shall be based on the Credit Unit Equivalency Guidelines. The assignment of Credit Units for research and creative activities shall be based on the Credit Unit Equivalency Guidelines (see Article 24).
  - E. If an employee is assigned to work on an externally funded grant or contract, the employee may request the Provost/Vice President for Academic Affairs to exclude such work from the employee's assigned obligation specified in Article 23.10. The Provost/Vice President for Academic Affairs shall review each request for exclusion individually. An employee may request a meeting with the Provost/Vice President for Academic Affairs to discuss the denial of workload exclusion. If the work is not excluded and the grant/contract budget does not specify the workload value for the activity, then the Provost/Vice President for Academic Affairs shall determine the value of such work in terms of Credit Units and Credit Unit category using the Credit Unit Equivalency Guidelines.

#### 23.13 Overload for Resource Professionals

- A. A Resource Professional may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, to perform primary duties in excess of 30 Credit Units during an academic year. Excess Credit Units under this section shall be compensated at the rate specified in the Compensation Article for instructional/primary duty overload. Assignment of involuntary primary duty overload shall not exceed three CUs for the academic year. Primary duty Credit Unit assignments in excess of 30 Credit Units and/or total workload assignments in excess of 36 total Credit Units shall be compensated at the overload rate specified in the Compensation Article.
- B. A Resource Professional who has been assigned six CUs of combined research/creative activities and/or service may be assigned overload CUs by their Department Chair from a pool of CUs that will be available to each Department. The pool of research/creative activities and/or service CUs will be equal to 1.5 CUs times the number of Resource Professionals as of September 1 for the academic year of the assignment.

#### 23.14 Scheduling of Assignments for Resource Professionals

- A. Resource Professionals are expected to develop a regular workweek schedule in conjunction with their chair.
- B. Resource Professionals may request a flexible hours schedule consistent with the assignment of duties contained within this Article. A flexible hours schedule may include, but is not limited to, working fewer than five days in one week or working off campus with prior approval and appropriate reporting. Approval of a request will be subject to the consideration of the effective operation of the unit but will not be unreasonably denied. An employee may request a meeting with the Chair or appropriate Dean (with Union representation present, if desired by the employee) to discuss the denial of the request for a flexible schedule or working off campus and/or remote work schedule.
- C. A Resource Professional may request their Department Chair to schedule the Resource Professional's assigned primary duties to permit participation in activities such as research/creative activity, professional development, or service/administrative responsibilities. The Department Chair's approval shall be subject to the consideration of the effective operation of the Department. The Department Chair's approval shall not be unreasonably withheld.

- D. Assignments of scheduled activities for a Resource Professional shall be subject to the consideration of the effective operation of the Department and shall bear a reasonable relationship to the Resource Professional's total assignment of primary duties.

23.15 Outside Employment for Teaching Professionals and Resource Professionals

- A. An employee's performance of professional obligations to the University as specified in this Article on Responsibilities and Assignment of Duties, in the approved criteria for evaluation, and in terms of this Collective Bargaining Agreement, is primary and shall be given priority over any outside employment. Outside employment includes all forms of instruction whether in the classroom or via distance learning or online teaching offered by other entities (including accredited colleges/universities and for-profit organizations). With the exception of occasional guest lectures or seminars, outside employment will require approval of the employee's Department Chair or Dean.
- B. Participation by faculty members in external research and consulting that enhances their professional skills or constitutes public service are beneficial to the University as well as to the individual as long as these activities do not interfere with the individual's primary University responsibilities and assignments of duties. Any full-time faculty member who contracts for or accepts anything of value in return for research or consulting services must have the prior written approval of the Provost and must submit an annual statement indicating the amount of actual time spent on outside research or consulting services (110 ILCS 100/1) to Academic Affairs.
- C. An employee may identify themselves as representing the University in outside employment only when that representation is approved by the University. In the absence of this approval, an employee may not identify themselves as representing the University.

23.16

The reasonableness of an official assignment or modification, the specification of a Credit Unit value, or an assignment of excess duties, shall be subject to the Grievance Article (see Article 20). The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

## **ARTICLE 24 TPRP CREDIT UNIT EQUIVALENCIES FOR TEACHING PROFESSIONALS AND RESOURCE PROFESSIONALS**

**CATEGORY A: TEACHING/PRIMARY DUTY CREDIT UNIT EQUIVALENCIES**

# **TWO SEMESTER EXPECTATION 18-20 CUS**

## Key 1.

**Except as specified below, Credit Units (CUs) equal the Credit Hours (CHs) assigned to a course.**

## **Key 2. Art**

Studio 3 Credit Hours = 5.0 CUs

### **Key 3. Music**

- a. Studio 1 contact hour = 0.65 CUs
  - b. Small Ensemble 1 contact hour = 2 CUs
  - c. Large Ensemble 1 contact hour = 3 CUs

#### **Key 4. Natural Science Laboratories**

- a. 100 – and 200 – level                          lab hours = CUs  
b. 300 – and 400 – level                          lab hours = CUs

## **Key 5. Physical Education Activity**

1 hour of activity = 0.75 CUs

## **Key 6. Student Teaching Supervision**

- a. Seminar/classroom CUs = contact hours for each section
  - b. 0.2 CUs per required visit

**Key 7. Supervision of Clinical Experiences, Field Experiences, Internships, Practical**

- a. Seminar/classroom CUs = Contact hours for each section (e.g., 3 hr.=3CUs minimum)
  - b. 0.2 CUs per required visit

**Key 8. Individual Instruction**

Maximum of 3 CUs per term for any one faculty member from all Key 8 categories. A maximum of one tutored study (8c) may be assigned per term unless otherwise agreed to by the University Contract Administrator and the UPI. Tutored studies may not be assigned on an initial assignment of workload.

**a. Independent Study**

0.2 CUs per student per term	1 Credit Hour course
0.35 CUs per student per term	2 Credit Hour course
0.5 CUs per student per term	3 or more Credit Hours

**b. UWW Advising**

(maximum of 6 terms for any one student)

0.8 CUs per student in student's first and last terms

0.3 CUs per student in all other terms OR the appropriate CUs for an independent study

**c. Tutored Study**

0.2 CUs per student per term	1 Credit Hour course
0.35 CUs per student per term	2 Credit Hour course
0.5 CUs per student per term	3 Credit Hour course
0.65 CUs per student per term	4 Credit Hour course
0.8 CUs per student per term	5 or more Credit Hours

**Key 9. Undergraduate and Graduate Thesis Advising, and Master's Project Advising**

(Masters Project when students enroll for a minimum of 3 Credit Hours in one semester.)

a. Student Registers (semester 1)	Masters 0.5 CUs PhD/EdD 0.75 CUs
b. Thesis/project Completed and Accepted	Masters 1.0 CUs PhD/EdD 1.5 CUs

- c. Thesis/project work beyond 2 semesters (limit 3 semesters or summer sessions, PhD/EdD limit 6 semesters or summer) 0.3 CUs/academic terms or summer sessions
- d. Thesis/project or dissertation committee member substantively involved in student's project 0.3 CUs/semester
- e. Program capstone evaluation 0.1 CUs per student submission

## **Key 10. Team Teaching**

(0.5 – 2.0 CU) (limit of up to 1 CU per academic year may be included in the first 18 CUs).

a. One course divided between 2 or more faculty members/instructors of record (present at all classes)	CUs for course divided equally and each faculty member/instructor of record receives additional CU assignment for team participation
b. Two courses taught in tandem or Learning Community	CUs assigned to faculty/instructor of record for each course. Each faculty receives additional CUs for team participation

**Key 11. Coordination Assignments [See Appendix F]**

- a. Coordination of inter-departmental/interdisciplinary degree program (Fall/Spring)
  - b. Coordinator of intra-departmental degree program (Fall/Spring)
  - c. Summer Coordination of inter/intra department degree program
  - d. Coordination of service units such as clinics

#### **Key 12. Union Administrative Assignments (drawn from UPI allocation)**

**Key 13. Other instructional/primary duty assignment assigned by Provost/Vice President for Academic Affairs.**

## **Key 14. Student Productions**

- b. Technical Design of Student Production      1.5 CUs per: lighting, set, costume, sound, video/projection, or prop design

**Key 15. Course Development and Preparation**

(15a, 15b, and 15c must have the prior approval of the Dean and Provost before the work begins.)

- a. **New course development.** (addition to master course file) CUs awarded for the development and the participation in the curriculum review process (1 – 3 CUs)
- b. **New course preparation.** (exists in master course file but not part of faculty teaching portfolio) CUs awarded for initial preparation of course (0.5 CUs)
- c. **Conversion of a course to hybrid or online offering.** (course exists in master course file and faculty teaching portfolio). (CUs awarded one time only per course unless otherwise compensated). (1 – 3 CUs)
- d. **Multiple preparations.** (Seven or more preparations in two semesters does not include individual instruction) (0.5 CU awarded for each preparation after six)

**Key 16. Multiple NEIU or other instructional sites.**

0.4 CU per site beginning with second site. Travel and per diem reimbursed consistent with State of Illinois regulations.

**Key 17. Class size adjustments**

are based upon the University's census (20th Day) enrollment count during the semester and the University's census enrollment count pro rata equivalent during summer sessions. Size must be within limit and approved in advance by appropriate Dean in order to be eligible for adjustment.

- a. English 101, 102, 376, English Language Program 090, 099, 114, 120; Math 090, 091, 092; Read 095; all developmental and Writing Intensive Program courses approved through governance; hyflex courses

b. Other Undergraduate Courses

c. 400-level Courses

<b>Added CUs</b>	<b>17(a)</b>	<b>17(b)</b>	<b>17(c)</b>
.12	16	30-34	11-12
.24	17	35-39	13-14
.36	18	40-44	15-16
.48	19	45-49	17-18
.54	20	50-59	19-20
.60	21	60-69	21-22
.66	22	70-79	23-24
.72	23	80-89	25-26
.78	24	90-99	27-28
.84	25	100-119	xx
.90	xx	120-139	xx
.96	xx	140-159	xx

**Key 18. Cross-Listed Courses**

Course type and level will be those of the listing with larger (largest) enrollment.  
Combine all enrollments for purposes of (Key 17).

**FOR CATEGORIES B AND C (Research/Creative Activities and Service) A MAXIMUM OF 6 CUs, in any combination, may be assigned.**

**CATEGORY B: SERVICE CREDIT UNIT EQUIVALENCIES**

**Key 19. General Organizational Support Service**

**(0.5 CUs/activity)**

- Elected/appointed member of college or university committee
- Elected member of college or university governance committee
- Member of program, department, college, or university search committee
- Sponsorship of officially approved student organization, club, or honors society
- Mentoring new faculty (as assigned by Dean)
- Approved professionally related public/community service

- Other general service activities as identified and documented by the Teaching Professional and assigned by the Chair
- Member of program, department, college, or university search committee

**(1 -3 CUs/activity)**

- Assessment activities or writing reports to meet accreditation requirements
- Advising undeclared students or students enrolled in academic minor programs
- Member of union committee or task force (from UPI CU allocation)
- President of a national/international professional association
- Conference organizer for National/International professional meeting
- Planner/coordinator of a symposium, conference, panel, or poster session
- Other general service activities as identified and documented by the Teaching Professional and assigned by the Chair and approved by the Dean and Provost/Vice President for Academic Affairs

**Key 20. Advising Undergraduate Majors and Graduate Students**

Each department/program whose faculty provides advising to over 50 students (graduate and/or undergraduate) will be able to take a 3 CU primary duty allocation to use as a course release for a faculty member to have more time to devote to advising students. Programs with over 100 students will be able to take two 3CU primary duty assignments. If a program accepts the course release, there will be no service credit for the 50 students in the calculation below. A program may decline the primary duty CUs.

Each faculty member not receiving primary duty CUs for advising will receive advising CUs according to the formula:

.05 service CUs for each student advisee

All of the advising service CUs allocated in a program will be totaled and that number will be added to the research/creative activities pool in 23.05.B.

The allocation of CUs under this article will be reevaluated and updated by joint Administration/UPI committee during the Spring of 2024.

**Key 21. Departmental administrative assignments**

(1 – 3 CUs/term) (e.g., associate chair, Facilitator, scheduling, website or database maintenance, program assessment development or coordination, maintenance of instructional facilities and equipment such as labs and studios)

**Key 22. Search Committee Coordination.**

Chair of Program, Department, College, or University Search Committee (3 CU per search)

**Key 23. Fellowships and Externally Funded Activities**

CUs proportional to time allocated to activity; 1/3 time equals 3 instructional CUs per academic semester or term.

**Key 24. Shared Governance**

Chair of: University Planning and Budget Council (3); Faculty Senate (3 service and 3 primary duties); Faculty Council on Academic Affairs (3); University Personnel Committee (3)

**Key 25. Special College or University Level Assignments**

including College-wide or University-wide Program Review and Accreditation Responsibilities—CUs variable.

**Key 26. Other administrative activities**

assigned by Chair and approved by Dean and Provost/Vice President for Academic Affairs.

## CATEGORY C: RESEARCH AND CREATIVE ACTIVITIES CREDIT UNIT EQUIVALENCIES

**Key 27. General Research and Creative Activities**

(Credit Unit range 0.5 - 2 CUs per activity)

- Mentoring student research or creative activities \*
- Participation in Research Community \*
- Reviewer or member of editorial board
- Member of Institutional Review board
- Participation in ongoing research/creative project
- Presentation of conference paper or poster session or symposium

- Symposium discussant or invited speaker
- Development of book proposal/edited volume/textbook
- Development of grant proposal
- Curator or organization of exhibition or performance
- Participation in local or state exhibitions or performances
- Presenter of Workshop/Class
- Other research/creative activities as identified and documented by the Teaching Professional and assigned by the Department Chair and approved by Dean and Provost Vice President for Academic Affairs

\* if student is not registered for course

#### **Key 28. Research and Creative Activities Production**

(Credit Unit range 2-3 CUs per activity)

- Chair of NEIU Institutional Review Board
- Editor of Professional Journal
- Participation in juried international or regional exhibition or performance
- International, national, regional, or local commissioned or contracted work or performance
- Preparation of article, book, performance, or creative work
- Other research/creative productions as identified and documented by the Teaching Professional and assigned by the Department Chair and approved by the Dean and Provost/Vice President for Academic Affairs/Provost.

#### **CATEGORY D: PROFESSIONAL DEVELOPMENT**

All Teaching Professionals shall receive 3 CUs for Professional Development. Over each two- year period, Teaching Professionals shall devote at least 1 CU to professional development related to inclusive pedagogy and equity-minded practices. Probationary Teaching Professionals will report such activities in their retention portfolios; tenured TPs will report such activities to their department chair for inclusion in their annual evaluations.

#### **CREDIT UNIT EQUIVALENCIES FOR RESOURCE PROFESSIONALS**

## A. Counseling Academic Resource Professionals

In addition to specific categories and guidelines listed below, the Credit Unit guidelines for instructional/primary duty, service/administrative responsibilities and research/creative activity assignments will be utilized for Counseling Resource Professionals as applicable.

### 1. Direct counseling responsibilities

a. Weekly at-large periods      1-2 CU/period/term including evening periods

b. Direct counseling with students      1-8 CU/term

### 2. Program development of academic, personal growth, and career experiences

a. Program Planning / Design      1-4 CU/term

b. Program Evaluation / Assessment      1-3 CU/term

3. Program delivery of muddles, workshops, support groups, regularly-scheduled group counseling sessions, courses, new student orientations      1-3 CU/term

4. Staff orientation, training, and development      1 CU/term

5. Visitation, liaison, outreach to agencies, schools, organizations, and associations      1 CU/term

6. Instruction of credit classes      Per Credit Hour

7. Assigned research to facilitate      1-2 CU/term Counseling Office Functions

8. Research      See Category C for Teaching Professionals

9. Service      See Category B for Teaching Professionals

## B. Library Academic Resource Professionals

In addition to specific categories and guidelines listed below, the Credit Hour guidelines for primary duties will be utilized for Academic Resource Professionals as applicable.

1. Collection Development/Subject Specialist
  - a. Includes collection analysis activities, book and material selection, fund management, evaluation and selection of electronic and Internet resources, liaison with faculty in assigned academic departments/programs, participation in the Library's Collection Development Committee, etc.
  - b. CHs vary based upon budget allocation, number of titles purchased, number of subscriptions managed, fund type (subject and non-subject), number of departments/programs involved, cost of materials, approval vs. direct orders, serial vs. monograph orders, time allocated to activity, etc.
2. Cataloging/Metadata Creation and Classification
  - a. Includes original cataloging/metadata creation for all formats of library materials and digital objects, assigning call numbers, analyzing and evaluating vendor-supplied bibliographic records, interpreting/applying cataloging rules and principles of knowledge management, etc.
  - b. CHs variable based upon time allocated to activity.
3. Data Base Development and Online Library Systems Maintenance
  - a. Includes coordinating the operation of online systems, system administration; entering and editing records/holdings in consortial and local systems, maintaining metadata and authority control data, converting manual files into machine-readable form, maintaining patron files, maintaining computer-based files of print and online serial holdings, digital library development/ maintenance activities, creation/control of digital objects in online systems, evaluation, selection and implementation of systems; system migration, etc.
  - b. CHs variable based upon time allocated to activity and level of responsibility.
4. Scheduled Reference Services
  - a. Includes direct reference service scheduled at a public service desk or scheduled online reference service.
  - b. CUs based upon hours scheduled per week. Formula used is one hour per week for one year = 1.0 CHs.
5. Unscheduled Reference/Information/ Services/Instruction Services

- a. Includes providing backup and other unscheduled reference service, such as consultation with patrons away from service desks, mediated database searches for patrons, group or individual library/information literacy instruction, and preparation of instructional materials, etc.
- b. CHs vary based upon extent of responsibility and time allocated to activity. Backup reference desk coverage at rate of 1 CH for 35 hours of coverage over the year.

6. Library Instruction/Creation of Instructional Materials

- a. Includes providing group or individual library/information literacy instruction and/or orientations and preparing print or online instructional materials or pathfinders.
- b. CHs variable based upon number and level of sessions, number of preparations, and time allocated to activity. Library instruction/ information literacy sessions normally at rate of 1 CH for 13 contact hours.

7. Function Coordination

- a. Credit Unit assignments in this category are limited to Resource Professionals who coordinate an area, or major function within the Library.
- b. Includes establishing work schedules, establishing departmental policies, interpreting and implementing Library policies, preparing internal reports, collecting and maintaining records and statistics, etc.
- c. Includes the coordination of new systems evaluation, selection, and implementation
- d. Includes coordination of system migration
- e. CHs variable based upon level of assigned activity, budget, staff size of the unit coordinated, and time allocated to activity.

8. Function Support Activities/Staff Supervision and Training

- a. Support activities may include overseeing workflow; participating in area planning and policy making; collecting, analyzing, and reporting data; and performing any assigned activity which supports a larger Library function or unit (such as maintaining or revising the online catalog, authority files, standing order files, etc.).
- b. Staff supervision and training includes direct supervision as well as answering staff questions or providing direction, and development of materials for and presentation of training programs.

c. Credit unit assignments in this category are available to all Academic Resource Professionals, including function coordinators.

d. CHs variable based upon number of civil service and student aides supervised, level of responsibility, and time allocated to activity.

9. Acquisition of Materials

a. Includes oversight of purchase order preparation, vendor identification and selection, budget control, related order file maintenance, etc.

b. CHs only available if not assigned for Keys 7 and/or 8 above.

c. CHs vary depending upon volume, vendors involved, time allocated to activity, etc.

10. Circulation

a. Includes oversight of systems and procedures for maintaining the physical availability of materials, controlling their circulation, and providing access to electronic reserves and article delivery.

b. CHs only available if not assigned for Keys 7 and/or 8 above.

c. CHs vary depending upon volume, systems involved, and time allocated to activity.

11. Library Web Site Development and Maintenance

a. Includes design, coordination, and maintenance of the library website; development of new content; evaluating, selecting, and implementing new products.

b. CHs vary based upon extent of responsibility and time allocated to activity.

12. **Service** — See Category B for Teaching Professionals.

13. **Research** — See Category C for Teaching Professionals

# **ARTICLE 25 TPRP EVALUATION AND EVALUATION CRITERIA**

**This article applies to Teaching Professionals and Resource Professionals; all references to “employee” in this article will pertain to those members of the Bargaining Unit.**

## **25.01 Purpose of Evaluation**

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

## **25.02 Evaluation Schedule**

In each academic year, the Provost/Vice President for Academic Affairs shall prepare a schedule of evaluation for retention, promotion, or tenure. The schedule shall be posted electronically no later than October 15.

## **25.03 Evaluation Criteria and Their Application**

Evaluation of an employee's effectiveness shall be based on consideration of the employee's professional responsibilities. Evaluations shall be done in accordance with the terms of this Agreement.

### **A. Evaluation Criteria**

#### **1. Areas of Evaluation**

The degree of effectiveness of performance of each employee being considered for retention, promotion, or tenure will be evaluated in the areas of teaching/performance of primary duties, research/creative activity, and service. Teaching/performance of primary duties will be considered the most important of the three areas of evaluation.

#### **2. Performance Standards**

The performance standards listed below will be used to reach judgments about the degree of effectiveness of an employee's performance. In retention and promotion evaluations, the performance standards will be used to judge an employee's performance during the entire evaluation period. The evaluation period for retention shall be the period since the beginning of the employee's last evaluation for retention, with the exception that employees in their second year of employment in the Bargaining Unit shall have their entire period of employment evaluated. In tenure evaluations, the performance standards will be used to judge whether an employee's performance has reached the required degree of effectiveness by the end of the evaluation period. The evaluation period for tenure shall be the entire term of employment in probationary status at the University.

- a. For retention in probationary year one: satisfactory teaching/performance of primary duties; and appropriate plans to meet the second-year retention requirement of satisfactory research/creative activity; and appropriate service.
- b. For retention in probationary year two: satisfactory teaching/performance of primary duties; satisfactory research/creative activity; and satisfactory service during the entire evaluation period.

- c. For retention in probationary year three, four, and five: highly effective teaching/performance of primary duties; significant research/creative activity; and significant service during the entire evaluation period.
- d. For tenure: superior teaching/performance of primary duties; significant research/creative activity; and significant service by the end of the evaluation period. The evaluation period for tenure shall be the entire term of employment in probationary status at the University.
- e. For promotion:
  - i) to associate professor: superior teaching/performance of primary duties; significant research/creative activity; and significant service, by the end of the evaluation period.
  - ii) to professor: superior teaching/performance of primary duties; superior research/creative activity; and superior service, in each area as examined in the aggregate, that is taken as a whole, through the evaluation period.
  - iii) Exception: An eligible employee who applies for consideration for tenure or promotion on the basis of exceptional performance must meet the relevant University evaluation criteria described in 25.03.A.2.d or 25.03.A.2.e.i, and 25.03.A.2.e. iii. In addition, the employee must show evidence of exceptional performance beyond that otherwise required in one of the three areas of evaluation.

3. Areas of Consideration in Evaluating Effectiveness of Performance

- a. Evaluation of an employee's teaching/performance of primary duties will include consideration of the employee's effectiveness in their: execution of assigned responsibilities; command of the subject matter or discipline; oral English proficiency as mandated by Illinois statute; ability to organize, analyze and present knowledge or material; ability to encourage and interest students in the learning process; appropriate use of inclusive pedagogy or library services; demonstrates appropriate techniques used to evaluate student learning; and in student advisement, counseling and direction of individual activities.
- b. Evaluation of the effectiveness of an employee's research/creative activity will include consideration of: the quality and quantity of research/creative activity; contributions to the employee's discipline or field; extent and nature of national, state, or local recognition of research/creative activity; the broader impacts of research/creative activity; and the extent and nature of participation in professional organizations.
- c. Evaluation of the effectiveness of an employee's unit, college, University, community, or professional service will include consideration of: extent and nature of leadership; degree of participation; quality and length of service; extent and nature of national, state, or local recognition of service; contribution to equity in the attainment of educational outcomes; and the relationship of the service to the employee's assigned responsibilities and to the University.

B. Application of Criteria

1. Each department or program shall have a statement of Application of Criteria, describing what materials and methods will be used in evaluating performance of employees eligible for retention, promotion, or tenure. Programs within combined departments, designated by the University after consultation with the union may have the choice of writing an application of criteria specific to the program. The Application of Criteria will contain:
  - a. categories of materials and activities appropriate for the Department to use for the three areas of evaluation and the relative importance of these materials and activities; and
  - b. a general statement of the methods to be used for evaluation of teaching/performance of primary duties including one classroom observation by the Department Chair and two peer observations, with the three observations preferably spread across two Academic Terms; and
  - c. a general statement of the methods to be used for evaluation of research/creative activity, and service; and
  - d. the relative emphasis to be given to research/creative activity and service.
  - e. All Application of Criteria must contain statements in each of the areas of Teaching, Research/Creative Activities and Service that are relevant to the department's assessment of faculty who are using technology in teaching, research/creative activities, or service and must clearly identify departmental expectations in these areas.
2. After consultation with the Department, each Department Chair shall submit the Department's statement of Application of Criteria to the University President for approval.
3. By no later than June 1, 2024, the University President shall review proposed statements of Application of Criteria and shall notify the Department Chair and the department employees in writing of their approval or disapproval. If the University President does not approve proposed statements of Application of Criteria either in whole or in part, they shall provide a written statement to the Department Chair and the department or program employees and the Chapter President of the basis for their disapproval with any suggested additions, deletions, or modifications of the proposed statement. If a department or program has no approved statement of Application of Criteria, the University President, after consultation with the Chapter President, shall establish a statement of Application of Criteria for the department or program.
4. The Application of Criteria effective August 16, 2024 shall remain in effect for the duration of this agreement.
5. All employees shall receive a copy of the approved statement of Application of Criteria within 10 Days of approval.

#### 25.04 Evaluation Procedures

- A. All evaluations of employees for retention, promotion, or tenure shall be in the areas of evaluation specified in this Article and based on the considerations in this Article and as specified in the approved statement of Application of Criteria described in this Article, on the applicable performance standard above, and on the materials referred to, in this Article.
- B. All Teaching Professionals who teach or participate in other instructional activity shall have their teaching effectiveness evaluated by students in all courses with seven or more students for each

Academic Term. All student evaluations shall be conducted in accordance with methods specified in the approved statement of Application of Criteria. All official student evaluations remain the property of the University and shall be maintained by the respective college.

C. Evaluation of Tenured employees

1. Annual Evaluation
  - a. The annual evaluation for tenured employees not being considered for promotion is a limited process to identify areas of strength and weakness and to improve performance. The evaluation shall consist of the review of the following by the Department Chair:
    - i) the required student course evaluations;
    - ii) materials submitted by the employee to substantiate performance in the areas of teaching/primary duties, research/creative activity, and service;
    - iii) materials in the employee's personnel file that fall within the current period of evaluation or are prior evaluation documents that reference goals or issues to be addressed during the current period of evaluation.
  - b. Following review of the documents, the Department Chair shall write a brief evaluation statement and send it to the Dean for review. A copy of the evaluation statement shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the personnel file.

D. Evaluation Portfolio

1. By a date to be specified in the University evaluation timetable, each employee who is to be evaluated for retention, promotion, or tenure shall submit an evaluation portfolio(s) containing evaluation materials in accordance with the applicable statement of Application of Criteria. All employees are required to prepare electronic portfolios using university-approved software. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance standard specified above. The employee is responsible to develop a detailed table of contents of the portfolio following the guidelines developed by the Provost/Vice President for Academic Affairs. Additionally, a separate section will be designated for the inclusion of materials that may be inserted by evaluators in accordance with this Article.
2. Materials used in the process of evaluation of an employee shall be materials included in the evaluation portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment. These materials must fall within the current period of evaluation or be prior evaluation documents that reference goals or issues to be addressed during the current period of evaluation. Materials placed in the personnel file after the evaluation process begins shall not be considered. Documentation of program needs may be used where program needs are the basis of a non- retention recommendation or decision.

3. After the beginning of the evaluation process, the employee may not add materials to the portfolio unless additional documentation has been requested by the Department/Program Personnel Committee, the Department Chair, Dean, University Personnel Committee, Provost/Vice President for Academic Affairs, or University President, or unless the material is submitted in response to an evaluator's placement of materials in the employee's evaluation portfolio or personnel file after the beginning of the evaluation process, or unless the material was not available prior to the beginning of the evaluation process.
4. An evaluator may not add materials to the employee's personnel file, unless the material was not available prior to the beginning of the evaluation process, except that an evaluator may add to an employee's evaluation portfolio copies of materials which were in the employee's personnel file prior to the beginning of the evaluation process but which the employee has not included in their evaluation portfolio, provided that (a) copy(s) of any statement(s) the employee has attached to such materials also be added to the evaluation portfolio.
5. If an evaluator adds materials to an employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such materials shall be provided to the employee and the employee shall, upon request, be provided an opportunity to review and respond to the materials before the completion of that step of the evaluation process. Such an opportunity shall not delay that step of the process more than three Days beyond the date specified in the University Timetable, unless an extension is agreed to by the Provost/Vice President for Academic Affairs and the Chapter President. An evaluator may request that an employee provide additional documentation of statements or materials in their evaluation portfolio. No evaluator may remove materials from the evaluation portfolio.
6. A copy of the evaluation recommendation made at each step of the evaluation process shall be added to the portfolio. If an employee has requested reconsideration of a negative recommendation by a Department Personnel Committee, Department Chair, Dean, or the University Personnel Committee, a copy of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of any written evaluation placed in an employee's evaluation portfolio or personnel file shall be provided to the employee.
7. A copy of the employee's request for reconsideration of a negative recommendation shall be added to the portfolio. Such a request for reconsideration may include additional documents if the employee believes them to be important to the evaluation process.
8. If an employee believes that a positive recommendation by an evaluator contains false or misleading statements, the employee may add a statement to the portfolio in response to the alleged false or misleading statements within three Days of receipt of the recommendation.

E. Evaluation Committees

1. Each Department or program shall have a Personnel Committee composed of and elected by department bargaining unit employees. In the event that there are fewer than three employees in the Department or program, then the University Contract Administrator and the Chapter President shall identify other employees from outside the Department or program to serve on the Department or Program Personnel Committee in order to bring its membership to a minimum of three. In the event that an employee has a multi-department assignment, the individual may request the addition of one member to the Department or Program Personnel Committee from outside the evaluating Department or program who represents the expertise in the area in which the additional duties were performed. The University Contract Administrator and the Chapter President shall identify the additional member.
2. The University shall have a University Personnel Committee composed of tenured faculty and elected by University bargaining unit employees. If fewer than 50% of the Teaching Professionals or Resource Professionals in a college are tenured, then a tenure-track employee may be elected to represent that college. The purpose of the University Personnel Committee shall be to provide recommendations to the Provost/Vice President for Academic Affairs concerning retention, promotion, or tenure of University employees, unless provided elsewhere in this Agreement.
  - a. The University Personnel Committee shall be composed of no more than 11 faculty members.
  - b. Each college shall have at least one representative on the University Personnel Committee.
  - c. One member of the University Personnel Committee shall be elected by and from Resource Professionals.
  - d. Terms on the University Personnel Committee shall be three years, and shall be staggered.
  - e. Election of the University Personnel Committee shall be conducted by the Faculty Senate.
  - f. If a University Personnel Committee is not elected or if a University Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, promotion, or tenure of University employees.
3. The only role of a Department Personnel Committee and the University Personnel Committee in evaluation of employee performance is evaluation based on a review of materials indicated in 25.04.D.2 for the purpose of providing a recommendation concerning retention, promotion, or tenure of a University employee unless provided elsewhere in this Agreement.

#### F. Multi-Department Assignments

1. No employee shall be evaluated for retention, promotion, or tenure by more than one department. The evaluating Department shall be specified at the time of appointment or whenever 50% of the employee's primary duties are outside of the appointing department.

2. An employee whose assigned obligation during an academic calendar period or period of appointment, including any overload assignment, includes assigned duties outside the evaluating Department shall submit evaluation materials relevant to those duties. Evaluation materials may include documentation on research/creative activity or service.
3. When an employee who has assigned duties outside the evaluating Department has submitted evaluation materials relevant to those duties, the evaluators' consideration of the materials will be commensurate with the employee's assignment outside the evaluating department during the total evaluation period.
4. Evaluators will use the approved statement of Application of Criteria of the evaluating Department/program in evaluating materials relating to assignments outside of the Department/program. If the statement of Application of Criteria of the evaluating Department/program does not contain such materials, they shall be evaluated by use of the approved statement of Application of Criteria of the department/program in which the duties were performed or, if no such statement exists, by the development of a multi-Department/program Application of Criteria.

#### 25.05 Professional Advancement Increase

- A. An employee shall be eligible for consideration for a professional advancement increase if they meet the following requirements:
  1. The employee must have completed at least five years of service at the University at the rank of Professor.
  2. Faculty who have received a professional advancement increase are not eligible to apply until the fifth year after notification of the previous award.
  3. An eligible employee may submit an evaluation portfolio in accordance with the University timetable. Evaluation recommendations will be made by the employee's Department/Program Personnel Committee, Department Chair, Dean and University Personnel Committee, and will be forwarded to the Provost/Vice President for Academic Affairs for decision. The performance standards necessary for a professional advancement increase can be met in one of two ways:
    - a. Superior teaching/performance of primary duties; superior research/creative activity; and significant service in the aggregate, that is, taken as a whole, through at least the last five years prior to this evaluation.
    - b. Superior teaching/performance of primary duties; significant research/creative activity; and superior service in the aggregate, that is, taken as a whole, through at least the last five years prior to this evaluation.
  4. All professional advancement increases shall be added to the employee's basic monthly salary and shall be recurring.

## **ARTICLE 26 TPRP RETENTION**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.**

### **26.01 Retention Process**

- A. There shall be an annual evaluation of each probationary employee for the purpose of making a decision concerning retention of the employee. The evaluation period of retention shall be the period since the beginning of the employee's last evaluation for retention except for employees in their second year of employment, as provided in the Article on Evaluation and Evaluation Criteria in this Agreement.
  - B. The University timetable will be made available to all faculty and will include appropriate deadline dates by which retention portfolios shall be submitted by the employee to the applicable Department Personnel Committee. Upon the written request of the employee or the Department Chair, the Provost/Vice President of Academic Affairs may extend the deadline for submission of the portfolio. Notification of any update or addition to the above timetable will be made electronically to all employees within five Days of posting.
  - C. The evaluation process for retention shall be initiated by the employee in accordance with the Article on Evaluation and Evaluation Criteria in this Agreement. All probationary employees are required to submit evaluation portfolios for retention or for tenure.
  - D. No employee shall be evaluated for retention until they have completed one full Academic Term of service at the University.
- 26.02 The initial recommendation regarding retention of an employee shall originate in the employee's Department.
- 26.03 The Department Personnel Committee shall submit a written retention recommendation for each probationary employee to the Department Chair and the employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement, or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment.
- 26.04 The Department Chair shall prepare a written retention recommendation for each probationary employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment. The Department Chair shall provide each employee considered for retention with a copy of their retention recommendation and reasons and the retention recommendation and reasons of the Department Personnel Committee. Within three working days of receipt of the recommendation and reasons, an employee may submit a written request to the Department Chair for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair. The request shall be granted and the Department Chair shall provide the employee a written statement of the result of the reconsideration by the Department Personnel Committee and/or the Department Chair.

- 26.05 The evaluation portfolio, retention recommendations, and reasons of the Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean beyond the level of the Department. The Dean, beyond the level of the Department, shall submit a written retention recommendation for each probationary employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and material as specified in the Article on Evaluation and Evaluation Criteria in this Agreement or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment. The Dean beyond the level of the Department shall provide a copy of their retention recommendation, with supporting reasons in the event of negative recommendation, to the employee being evaluated. Within three working days of receipt of the recommendation and reasons, an employee may submit a written request to the Dean for reconsideration of a negative recommendation by the Dean. The Dean shall provide the employee a written statement of the result of the reconsideration by the Dean.
- 26.06 The Provost/Vice President for Academic Affairs shall present the evaluation portfolio and all retention recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each probationary employee. Copies shall be provided to the Dean, Department Chair, and the employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment. The Provost/Vice President for Academic Affairs may review these recommendations with the University Personnel Committee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of reconsideration.
- 26.07 The Provost/Vice President for Academic Affairs shall provide each probationary employee considered for retention with a written decision. If the decision is negative, the Provost shall provide the employee with a statement of reasons for the decision based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment. If the employee is to be retained after the third year of employment, the University President will review the evaluation materials and identify areas of concern or suggest strategies for improvement should such exist.
- 26.08 Written notice that a probationary appointment will not be renewed will be given to an employee by the Provost as follows:
- A. by not later than April 1 of the first and second year of full-time employment in a position in the Bargaining Unit at the University.
  - B. by not later than 12 months before expiration of the appointment after three or more years of full-time employment in a position in the Bargaining Unit at the University.
- 26.09 Failure to Notify or Submit Portfolio
- A. In the event of failure to provide notice of non-renewal required by Section 26.08 above, the employee shall receive a probationary appointment for one academic year.

- B. In the event of failure of an employee to submit an evaluation portfolio for retention, the employee shall not have their employment continued beyond that academic year.

## **ARTICLE 27 TPRP PROMOTION**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.**

27.01 An employee shall be eligible for consideration for promotion if they meet the following requirements.

- A. Degree

To be eligible for consideration for promotion to the rank of Associate Professor or Professor, an employee must possess a Terminal Degree from an accredited graduate or professional school.

- B. Years of Service

1. An employee's application for promotion to Associate Professor will occur when they apply for tenure. The same criteria and requirements for tenure (see Article 28) shall apply to promotion to Associate Professor. Compensation for being granted concomitant promotion to Associate Professor and tenure or for promotion to Professor is covered in Article 21.
2. An employee may apply for consideration for promotion to the rank of Associate Professor in their sixth year of full-time service at the University at the rank of Assistant Professor. This consideration for promotion shall occur concomitantly with the employee's consideration for tenure.
3. An employee may apply for consideration for promotion to the rank of Professor in their sixth year of full-time service at the University at the rank of Associate Professor.

27.02 Consideration for Promotion on the Basis of Exception

- A. An employee who does not satisfy either (1) the degree requirements or (2) years of service requirements specified in Section 27.01 above may apply for consideration for promotion on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.
- B. An employee who applies for consideration for promotion on the basis of Article 27.02.A shall present evidence in support of their claim of exceptional performance to the Department Personnel Committee and the Department Chair. The employee must meet the relevant University evaluation criteria described in 25.03.A.2.e.i and 25.03.A.2.e.iii by showing evidence of exceptional performance beyond that otherwise required in one of the three areas of evaluation.
- C. If the Department Personnel Committee and the Department Chair concur that the employee should be recommended for promotion, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria within this Agreement, shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in Section 27.06. through 27.08. below.
- D. If the Department Personnel Committee or the Department Chair makes a negative recommendation for promotion, the employee shall not be considered for promotion until the next succeeding period of evaluation for promotion. If, within two weeks of the receipt of a negative recommendation and as a result of consultation by the Union and the University, it is determined

that a procedural error has been made in the evaluation of the employee, the error will be corrected and the evaluation process will begin anew. If the employee subsequently applies for consideration for promotion as an exception to the degree requirements or years of service requirement for promotion, their application shall be considered and transmitted as provided in Section 27.04 through 27.08 below.

- E. In the event of a negative recommendation by either the Department Personnel Committee or the Department Chair on a request for exception, the Department Chair shall provide the employee with their recommendation and reasons and the recommendation and reasons of the Department Personnel Committee. The reasons shall be based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement.
- 27.03 An eligible employee must apply to the Department Chair prior to the commencement of the promotion process in order to be considered for promotion. The evaluation period for promotions shall be the period since the beginning of the evaluation that resulted in the employee's promotion to their current rank at the University. If the employee has received no promotion at the University, the evaluation period for promotion shall be the period since their most recent appointment to a Bargaining Unit position at the University, unless otherwise stipulated (see 27.01.B.2).
- 27.04 The Department Personnel Committee shall submit a written promotion recommendation for each eligible employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).
- 27.05 The Department Chair shall prepare a written promotion recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25). The Department Chair shall provide each employee considered for promotion with a copy of their promotion recommendation and reasons and the promotion recommendation and reasons of the Department Personnel Committee. Within three working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation to the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or Department Chair. Within two working days of receipt of the result of reconsideration, an employee may withdraw their application for consideration for promotion by written notification to the Department Chair.
- 27.06 The evaluation portfolios, promotion recommendations, and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the Department. The Dean/Director, if any, beyond the level of the Department, shall submit a written promotion recommendation for each eligible employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25). The Dean/Director, if any, beyond the level of the Department, shall provide a copy of their promotion recommendation, with supporting reasons in the event of a negative recommendation, to the employee being evaluated.

- 27.07 The Provost/Vice President for Academic Affairs shall present all evaluation portfolios, promotion recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written promotion recommendation to the Provost/Vice President for Academic Affairs for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25). The Provost/Vice President for Academic Affairs may review recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.
- 27.08 For promotion to Associate Professor: The Provost/Vice President for Academic Affairs shall review with the University President all evaluation portfolios, promotion recommendations and supporting reasons submitted for eligible employees. The University President shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).
- 27.09 For promotion to Professor: The Provost/Vice President for Academic Affairs shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).
- 27.10 The number of employees who hold a particular rank at the University shall not be grounds for denial of a promotion to an eligible employee who has otherwise satisfied evaluation criteria as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).

## **ARTICLE 28 TPRP TENURE**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.**

- 28.01 Tenure is a status awarded by the Board of Trustees upon the positive recommendation of the University President following an extensive evaluation process. Tenure is a relationship of continuing commitment between the University and the employee, benefitting both.
- 28.02 Each tenured employee shall have continuous employment at the University unless such employee resigns, retires, is laid off pursuant to the Article on Staff Reduction Procedures within this Agreement (see Article 29), or is terminated for adequate cause pursuant to the Article on Sanctions and Termination (see Article 30)
- 28.03 Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation by the University President. Tenure shall be in a Department or Academic Program.
- 28.04 Tenure may be granted to a Teaching Professional or a Resource Professional at the time of initial appointment only after consultation with the Department or Academic Program, and upon recommendation of the University President and approval by the Board.
- 28.05 The evaluation period for tenure shall be the entire term of employment in probationary status at the University.
- 28.06 Requirements for Tenure

An employee shall be eligible for consideration for tenure if they hold at least the rank of Assistant Professor and meets the following requirements.

A. Educational Requirements:

The educational requirement for tenure requiring a Terminal Degree will remain unchanged for the duration of this Agreement.

B. Years of Service:

- 1. Except as provided below, an employee may not apply for tenure before their sixth probationary year of employment at the University.
- 2. All employees shall be placed in probationary year one at the time of initial appointment. Probationary year one may be extended for employees who begin their employment after the beginning of the academic year.

Following the successful completion of probationary year two, an employee who has prior full-time teaching or professional service in an accredited baccalaureate, degree-granting institution of higher education may elect to be placed in a higher probationary year or continue to probationary year three.

- 3. An employee who has one year of prior full-time teaching or professional service in an accredited baccalaureate degree-granting institution of higher education at the time of initial appointment may elect to be placed in probationary year four after the successful completion of probationary year two.

4. An employee who has two years of prior full-time teaching or professional service in an accredited baccalaureate degree-granting institution of higher education at the time of initial appointment may elect to be placed in probationary year four or five after the successful completion of probationary year two.
  5. An employee who has three or more years of full-time teaching or professional service in an accredited baccalaureate degree-granting institution of higher education at the time of initial appointment may elect to be placed in probationary year four, five, or six after the successful completion of probationary year two. Although placement in year six is an option, it should be considered only when performance in years one and two have been exceptional and exceeded the performance standards. Election to move to probationary year six shall be taken with special caution as this decision is final and will allow limited time of approximately 14 months to finalize the development of a tenure portfolio.
  6. The decision to be evaluated at a higher probationary year should be the result of consultation with the employee's department/program faculty and chair, and a review of the Application of Criteria requirements. The employee, after this consultation and after their own self-assessment, must be certain that their performance in all areas of evaluation (i.e., teaching/primary duty, research/creative activities, and service) can meet the standards of the probationary year chosen as specified in the Agreement and in the respective Application of Criteria.
- An employee's decision to be placed in a higher probationary year is final once the notification letter (28.06.B.7) has been submitted for the higher probationary year.
7. An employee who is eligible for placement in a higher probationary year and who elects to be placed in a higher probationary year must notify the Provost/Vice President for Academic Affairs in writing by September 15 of the third year of full-time employment.

#### 28.07 Consideration for Tenure on the Basis of Exception

- A. An employee who does not satisfy either (1) the educational requirements for tenure described above or (2) the years of service requirement specified above may apply for consideration for tenure in their fourth, fifth, or sixth year of full-time service in the Bargaining Unit at the University on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.
- B. An employee who applies for consideration for tenure on the Basis of Exception above shall present evidence in support of their claim of exceptional performance to the Department Personnel Committee and the Department Chair. The employee must meet the relevant University evaluation criteria described in 25.03.A.2.d by showing evidence of exceptional performance beyond that otherwise required in one of the three areas of evaluation.
- C. If the Department Personnel Committee and the Department Chair concur that the employee should be recommended for tenure, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria for Teaching Professionals and Resource Professionals shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in 28.09 through 28.13 below.
- D. If the Department Personnel Committee or the Department Chair makes a negative recommendation for tenure, the employee shall not further be considered for tenure until the next succeeding period of evaluation for tenure unless the employee is in their final probationary year. If the employee is not in their final probationary year and if, within two weeks of the receipt of a

negative recommendation and as a result of consultation by the Union and the University, it is determined that a procedural error has been made in the evaluation of the employee, the error will be corrected and the evaluation process will begin anew. If the employee is in their final probationary year, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria within this Agreement (see Article 25), shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in 28.09 through 28.13 below.

If the employee is not in their final probationary year and if the employee subsequently applies for consideration for tenure as an exception to the educational requirements or years of service requirements for tenure, their application shall be considered and transmitted as provided in 28.09 through 28.13 below.

- E. In the event of a negative recommendation by either the Department Personnel Committee or the Department Chair on a request for exception, the Department Chair shall provide the employee with their recommendation and reasons and the recommendation and reasons of the Department Personnel Committee. The reasons shall be based on approved evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria within this Agreement (see Article 25).

28.08 An eligible employee must apply to the Department Chair prior to the commencement of the tenure process in order to be considered for tenure. In the event an eligible employee does not submit their application for tenure in the sixth probationary year, the employee shall receive a terminal contract for the next subsequent academic year. An employee may withdraw their tenure application at any time during the tenure evaluation process.

28.09 The Department Personnel Committee shall prepare a written tenure recommendation for each eligible employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).

28.10 The Department Chair shall prepare a written tenure recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).

The Department Chair shall provide each employee considered for tenure with a copy of their recommendation and reasons and the tenure recommendation and reasons of the Department Personnel Committee. Within three working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair to the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or the Department Chair.

28.11 The evaluation portfolios, tenure recommendations, and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written tenure recommendation for each eligible employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25). The Dean/Director, if any, beyond the level of the department, shall provide a copy of their tenure recommendation to the employee with supporting reasons in the event of a negative recommendation.

- 28.12 The Provost/Vice President for Academic Affairs shall present all evaluation portfolios, tenure recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25). The Provost/Vice President for Academic Affairs may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.
- 28.13 The Provost/Vice President for Academic Affairs shall review with the University President all evaluation portfolios, tenure recommendations and supporting reasons for eligible employees. The University President shall submit their recommendations to the Board. The University President shall provide each eligible employee considered for tenure with a copy of their recommendation to the Board. If the recommendation is negative, the University President shall provide the employee with a statement of reasons based on evaluation criteria, application of criteria, and materials as specified in the Article on Evaluation and Evaluation Criteria in this Agreement (see Article 25).
- 28.14 If an employee is not notified of a negative decision by the Board on their tenure recommendation by June 1, the employee shall be granted a probationary contract for the next subsequent academic year but shall not thereby receive tenure. An eligible employee who is in their sixth probationary year and is not awarded tenure by action of the Board shall receive a terminal contract for the next subsequent academic year.

## **ARTICLE 29 TPRP STAFF REDUCTION PROCEDURES**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.**

- 29.01 An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through the established program review procedures or under the procedures of the Article on Program Reorganization in this Agreement. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.
- 29.02 If the Board decides it is necessary to lay off employees according to the Article on Staff Reduction Procedures in this Agreement, the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences. The layoff of employees in the level of organization as determined by the Board to which the layoff applies shall be in the order listed below:
  - A. Full-Time employees on probationary appointment, but without tenure;
  - B. Tenured employees
- 29.03 No employee shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the Bargaining Unit.
- 29.04 The University shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee prior to the effective date of their layoff. Prior to the effective date of the layoff procedure the employee will be made aware of vacancies at the University and have the right to apply for consideration for any vacant position within the University, for which they are qualified. In addition, prior to the beginning of the layoff procedure the employee will be given preference for any vacant position within the University for which they are qualified if it is not subject to search and screen or civil service procedures. The results of such effort shall be made known to the person affected and the Chapter President. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article on Transfer in this Agreement (see Article 7) or retraining pursuant to Article on Compensable Benefits, section on Retraining, in this Agreement (see Section 19.04). A laid-off employee who accepts such other Bargaining Unit employment may, with Board approval, retain accumulated rights or benefits.
- 29.05 An employee with a probationary appointment shall be given the same notice in the event of the layoff as would be given in the event of non-renewal of their appointment. A tenured employee shall be given employment for at least one academic year beyond the academic year in which they are given notice of layoff. The notice requirements shall not apply in cases of extreme and immediate financial exigency.
- 29.06 Staff Reduction Process
  - A. Prior to the effective date of their layoff, an employee given notice of layoff may request a meeting with the Provost/Vice President of Academic Affairs to establish: (1) the description of the employee's position at the time they were given notice of layoff and (2) the areas of Bargaining Unit employment for which the employee is qualified on the basis of training or experience. The Provost/Vice President for Academic Affairs, in consultation with the employee, shall establish the description of the employee's position at the time they were given notice of

- layoff and the areas of Bargaining Unit employment for which the employee is qualified on the basis of training or experience.
- B. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time they were given notice of layoff is reinstated during such period, the employee shall be sent notice by certified mail of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within 40 calendar days from the date placed in certified mail, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.
  - C. During the three-year period specified in Section 29.06.B above, notice of Bargaining Unit employment opportunities at the University for which the employee is qualified shall be sent, by certified mail, to the employee at their last known address. If the employee applies for consideration for any such employment opportunity, they shall be granted an interview. If the employee fails to apply for the opportunity within 15 days from the date the notice is sent to the employee, or if the employee is not offered reemployment, their name shall remain on the layoff list for the remainder of the period specified in Section 29.06.B above.
  - D. An employee who held a tenured position on the date of layoff shall resume Tenure if the position is reinstated and an offer of reemployment in that position is accepted. An employee who has been laid off and who accepts reemployment in a Bargaining Unit position at the University shall, upon reemployment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment.

The salary of a laid-off employee who resumes employment in a Bargaining Unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.

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

# **ARTICLE 30 TPRP SANCTIONS AND TERMINATION**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Teaching Professionals or Resource Professionals.**

Sanctions under this Article shall be for just cause and include discipline, such as a verbal or written reprimand, a suspension with or without pay, or termination. The University will normally follow the principle of progressive discipline, except in cases where it could not be reasonably said that lesser discipline would have prevented the conduct in question. University representatives will meet with the affected employee and their Union representative during any disciplinary investigation that may lead to discipline.

## **30.01 Sanctions**

- A. Appropriate sanctions less than termination may be imposed on an employee for violation of employment obligations contained in Board or University policies, rules, or regulations or in this Agreement. The Board/University policies, rules, and regulations will be made available to all employees. No employee shall be sanctioned for a violation of these policies, rules, or regulations until they are made available.
  1. Verbal Reprimand. If warranted by the conduct and/or behavior of the employee, and/or if informal conciliation efforts have been unsuccessful, a verbal reprimand may be issued.
  2. Written Reprimand. If the conduct and/or behavior of the employee continues after a verbal reprimand has been issued, a written reprimand may be issued to the employee.
  3. Suspension With or Without Pay. If warranted by the conduct and/or behavior of the employee and if the problem is not resolved by the implementation of a verbal and/or written reprimand as described above, the Provost/Vice-President for Academic Affairs or other appropriate University administrator may recommend suspension from work with or without pay.
- B. Prior to any sanction being imposed on an employee, the University President or their designees shall hold at least one meeting with the employee to notify the employee that a sanction is being considered, to present the alleged violation and all related documentation from the personnel file, and to discuss possible resolution of the matter. The Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee. Each party shall have the opportunity to prepare a written summary of the meeting and must deliver a copy to the other party and the University President within two Days.
- C. Prior to any pre-sanction meeting, all related documents will be placed in the personnel file. Only related documents placed in the personnel file shall be considered in any pre-sanction meetings and all future meetings/hearings related to the alleged violation. There shall be no redaction of the names of complainants and witnesses from documents used in pre-sanction meetings and all future meetings/hearings related to the alleged violation. Retaliation against complainants and witnesses is prohibited.
  1. In cases of non-egregious misconduct, pre-sanction meeting(s) shall not be scheduled unless the behavior that might be subject to sanction has been discussed previously with the employee. Documentation of this discussion(s) shall be placed in the personnel file and the employee shall receive a copy. The employee shall have the opportunity to respond in writing and have said response placed in the personnel file. A Union representative may be present during this discussion(s) at the request of the employee.

- 2. If the suspected conduct is egregious, the matter will be brought immediately to a pre-sanction meeting. All related documentation shall be placed in the personnel file prior to the pre-sanction meeting.
- D. If the matter is not resolved by the meeting, the University President shall send the employee written notice of sanction, including a statement of the reasons for the sanction.
- E. If the proposed sanction is other than a written reprimand, or if it is for a penalty equal to more than two days of pay, the employee shall have the right, at their request, to a hearing before a panel of three tenured employees. One member of the panel shall be selected by the employee, one by the University President, and the third by the two members so selected. If the employee has requested a hearing, and if a panel is not selected by this method within 10 Days of service of the notice of intent to impose the sanction, the University President, in consultation with the Chapter President, shall select the remaining members of the panel.
- F. The panel shall review the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University. Legal counsel may be present to advise the University or the Union but shall not have an active role in the hearing. However, should the employee select legal counsel as their counselor/advisor, the University and the Union will have the option of being represented in a like manner.
- G. The panel shall make a good faith effort to hold full-day hearing sessions, five Days per week, on days when the University is in session. The University will offer appropriate release time to employees serving on the panel. A hearing on a proposed sanction shall not exceed one month unless extended by a majority vote of the panel. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter.
- H. A record of any sanction imposed on an employee may be placed in the employee's personnel file. The employee may review the record and provide a response to the sanction prior to placement in the employee's personnel file.
- I. Official sanctions may be issued only by the University President or their designee.
- J. No sanctions shall be imposed upon employees except in accordance with the provisions of the Article on Grievance Procedure (see Article 20).

### 30.02 Termination

Termination of a tenure appointment at any time or of a probationary appointment before the end of the specified term may be affected for adequate cause.

### 30.03 Termination Process

- A. Prior to service of a notice of intent to seek termination, the University President shall, when practicable, hold at least one meeting with an employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. The Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee. If such a meeting is not practicable, the University President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return

receipt requested addressed to the employee's last known address to offer the employee the opportunity to propose remedial actions by the employee or to discuss settlement. The Chapter President shall be informed of this attempt to communicate with the employee.

- B. Prior to such a meeting or attempted communication, the University President shall provide the employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.
- C. Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the University President or the employee notifies the other in writing of their belief that further meetings will not be productive.
- D. No later than six months from the date of the first meeting or communication under 30.03.A (a time limitation that may be extended by written agreement of the parties) the University President shall provide the employee in writing with one of the following:
  - 1. a statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or
  - 2. a statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or
  - 3. specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or
  - 4. the terms upon which the matter is to be settled; or
  - 5. a notice of intent to seek termination.
- E. If the University President serves a notice of intent to seek termination, the following procedure shall apply:
  - 1. A termination proceeding shall be initiated by the University President serving notice of intent to seek termination including a statement of reasons for termination of the employee by registered or certified mail return receipt requested addressed to the employee's last known address with a copy to the Union. Such mailing of the notice or other documents under this Article shall constitute service.

2. A tenured/tenure-track employee served with a notice of termination shall have a right to a formal hearing before a committee of five tenured employees. If, within 14 days of service of a notice, the employee delivers to the University President a written request for a formal hearing including a designation of two tenured employees to serve on the committee, then within ten Days of delivery of such a request, the University President shall select two tenured employees to serve on the committee. If the employee files a timely request for a hearing, additional time may be requested for selection of committee members. The four employees so selected shall select a fifth member of the committee. If a fifth member is not selected by the method described above, then the University President, in consultation with the Chapter President, shall promptly appoint the remaining members of the hearing committee. The Chairperson of the committee shall be selected by the committee.

An employee served notice of intent to seek termination who timely requests a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 20 Days prior to commencement of the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of their choice. When practicable, the employee shall be present, but such presence is not required for the proceeding to go forward.

3. Legal counsel may be present to advise the University or the Union but shall not have an active role in the hearing. However, should the employee select legal counsel as their counselor/advisor, the University and the Union will have the option of being represented in a like manner. Procedures to be followed by the hearing appear in Appendix C in this Agreement.
4. A verbatim record of the hearing will be taken and a transcript will be provided to the employee. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.
5. The committee shall make a good faith effort to hold full day hearing sessions, five Days per week, on days when the University is in session. The Board will offer appropriate release time to employees serving on the committee. A termination hearing shall not exceed in the aggregate a period of three months unless extended by a majority vote of the Hearing Committee. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The findings and recommendations of the Hearing Committee shall be reduced to writing and served to the employee and the University President within 20 Days after the conclusion of the hearing. If the Hearing Committee concludes that adequate cause has not been established by the evidence in the record it will so report to the University President. If the University President rejects the report, they shall state in writing the reasons for doing so to the Hearing Committee and the employee and provide 14 days for delivery of a written response. If the Hearing Committee concludes that adequate cause for dismissal has been established, it will so recommend in writing, with supporting reasons to the University President. If the Hearing Committee concludes that adequate cause for a sanction less than dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President.
6. The recommendation of the University President, along with that of the Hearing Committee, should it not concur with the President, shall be delivered to the Board for final action.

7. If the employee does not request a hearing in accordance with 30.03.E.2 or if a Hearing Committee fails to provide its findings and recommendations within 20 Days after conclusion of the hearing, the University President shall submit their recommendation to the Board for final action.
  8. An employee terminated for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.
  9. An employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in their appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to their appointed position.
  10. A record of any disciplinary action taken against an employee may be placed in the employee's personnel file.
- 30.04 All actions imposed upon employees pursuant to this Article are subject to the Article on Grievance Procedure (see Article 20).

# **ARTICLE 31 IASPARP EMPLOYMENT STATUS**

**Section 31.01 refers to Instructors, Academic Support Professionals, and Academic Resource Professionals. All other sections are specific to the Bargaining Unit classification specified in that section.**

## **31.01 Employment Contract**

- A. Each Instructor, Academic Support Professional, and Academic Resource Professional employee shall receive an individual employment contract or appointment letter upon initial appointment. The initial contract/appointment letter shall specify the period of appointment including the beginning date and the ending date, if applicable, the evaluating Department/unit, the type of appointment, job title, and the salary, and percent employment or applicable salary structure. If an Academic Support Professional has more than one Supervisor, the University shall designate one as the primary Supervisor for purposes of performing and coordinating assignment of duties and evaluation. A copy of the appointment letter shall be sent to the Chapter President.
- B. Subsequent to the initial individual employment contract or appointment letter, the Instructor, Academic Support Professional and Academic Resource Professional shall receive an annual individual Employment Status Statement. The Employment Status Statement shall be sent to each individual within 30 Days after the beginning of the University's academic year/term or ratification of any successor Amendment, whichever is later. The Employment Status Statement for the Instructor, Academic Support Professional, Academic Resource Professional shall indicate as applicable:
  - 1. the employee's status (e.g., continuing; term specific, terminal);
  - 2. the employee's title (e.g., Instructor, Academic Support Professional, Academic Resource Professional);
  - 3. the employee's ID number;
  - 4. the employee's home department/program for purposes of evaluation;
  - 5. start date at the University;
  - 6. years of service at the University;
  - 7. date of entry in the Bargaining Unit;
  - 8. the employee's years of service completed in their current employment Bargaining Unit classification;
  - 9. the employee's period of employment (number of months);
  - 10. the employee's current percent appointment or applicable salary structure;
  - 11. the pay distribution for the employee;
  - 12. the employee's base annual salary, including any salary increase component (full-year, full-time);
  - 13. the employee's base full-time annual salary divided by 9 or 12 months, as applicable;

14. the gross distribution amount for the employee per pay period;
15. the employee's highest degree completed, as approved at date of initial hire or approved under Article 21.05; and
16. that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the University, including the terms of any applicable collective bargaining agreement.

The template for the forms used to report this information will be available on NEIUport upon ratification of this Collective Bargaining Agreement.

Any modifications in an Instructor's, Academic Support Professional's or Academic Resource Professional's salary, not including changes to percentage of employment, will be reflected in a revised statement which will be issued to the affected individual and the Chapter President within 15 Days of the change.

Each Instructor, Academic Support Professional and Academic Resource Professional shall have available to them on NEIUport (1) the number of hours of sick leave accrued, classified as pre- and post- January 1, 1984, and post-January 1, 1998, hours; and (2) if applicable, the number of hours of annual leave accrued.

- C. All correspondence concerning an Instructor's, Academic Support Professional's and Academic Resource Professional's Employment Status Statement shall be sent to the individual on paper or electronically.

#### 31.02 Appointment of Instructor

Individuals employed as Instructors shall become part of the Bargaining Unit at the beginning of the first Academic Term or session of employment following the completion of 15 Credit Hours of instruction in an Academic Term or session; provided, however, (1) such employees have received an evaluation rating of "satisfactory" during the first 15 Credit Hours of instruction; (2) such employees have accumulated the 15 Credit Hours with no more than a total of three semesters' break in employment; and (3) no portion of the 15 Credit Hours may be counted if earned at less than two Credit Hours in any semester or session.

The appointment of an Instructor shall be contingent upon program need and shall be compensated at a rate consistent with the Salary Article in this Agreement.

- A. Each academic year, the University will seek to provide and/or predict 9-month appointments of at least two semesters to an Instructor who is employed at least 50% time or greater. A one semester appointment shall be equivalent to four and one-half months. Upon request, the Union shall be provided with written reasons for any appointment that is less than 9 months of at least 50%.
  1. When an Instructor is hired in fall on a semester-by-semester basis, the University will predict spring appointment contingent on program need and student demand for the purpose of Central Management Services determining eligibility for benefits.
  2. An Instructor hired for both Academic Terms in a given Academic Year will be paid consistent with 9-month appointment guidelines for salary and benefits, as per the Article on IASPARP Professional Responsibilities and Assignment of Duties (see Article 36).
- B. Reemployment Roster for Instructors

1. By February 15 of each academic year, the Chair of each Department holding Instructor appointments shall ask each Instructor, electronically or in writing, if they wish to be removed from the reemployment roster for the subsequent academic year. Only those Instructors indicating they wished to be removed will be taken off the reemployment roster (except as specified in 31.02.C.4).
2. The Instructor is responsible for maintaining their directory information on the University's portal.
3. By March 15, the Department Chair shall develop a listing of all Instructors wishing to have appointments in the Department in the subsequent academic year. To be placed on the reemployment roster, an Instructor must have received a satisfactory evaluation as conducted in accordance with the Article on Evaluation and Evaluation Criteria in this Agreement. Any Instructor receiving a rating of unsatisfactory will not be placed on the reemployment roster except for Instructors with 5 or more years of service with satisfactory ratings in each of the five years; they will be placed on a one-year probationary status. Such probationary Instructors shall retain their position on the reemployment roster. If the subsequent evaluation is again unsatisfactory, they will be removed from the roster; if it is satisfactory, they will be removed from probation and retained on the roster. Position on the roster shall be determined by seniority of years of service, then by start date or by lottery when start dates are the same. Percentage of employment shall not affect placement on the reemployment roster.
4. The reemployment roster shall be submitted to the Dean and the Provost/Vice President for Academic Affairs for review. A copy of the roster shall be available in the Department office. Additionally, a copy shall be provided to the Chapter President and to any Instructor on the roster upon request by that individual.

C. Use of the Reemployment Roster

1. Subject to the program needs of the Department/unit, an Instructor who has completed 5 years of service in the bargaining unit, appointed at least 50% time, and who receives at least a satisfactory evaluation in the most recent academic year will be issued an employment notification document for the next academic year. This notification should take place no later than June 1 and is subject to all the conditions set forth in that employment notification.
2. Thereafter, when determining to whom to offer an Instructor appointment, the Department Chair shall assign Instructors in the order in which they appear on the roster. Program need and previous percentage of appointment shall be considered with seniority when making assignments. A Department Chair may offer an available Instructor appointment to a candidate whose name is not on the roster when the decision to do so is based upon program need and that need cannot be met after consultation with the qualified Instructors on the roster.
3. The reemployment roster will be divided into two groups to provide the University and employee with greater predictability of employment (see 31.02.D.3.a, b, and c below). Individuals in both groups will receive hiring packets (see 31.01.E below) as per 31.01.D.
  - a. Initially, Group 1 will consist of the most senior 60 percent of the reemployment roster. Initially, Group 2 will consist of the least senior 40 percent of the reemployment roster.

- b. Groups 1 and 2 will be reviewed annually by the Chair and Dean, and will be adjusted based on program need and stability. Should there be a need for a substantial change to the percent in each of the Groups based on program need and stability, the Dean and Department Chair must work with the University Contract Administrator and the UPI Grievance Officer to determine the final change.
  - c. Upon request, a written justification shall be provided to the Chapter President for any deviation from the reemployment roster.

D. Instructor Employment Process

1. Each Instructor who is offered (re)employment will receive that offer in the form of approved hiring documentation from the University. The hiring documentation will include a written assignment of duties, the percentage of employment, salary, and the start and end of dates of employment. The assignment of duties will follow procedures in Article 36. The hiring documentation will be presented to Instructors electronically, and must be electronically acknowledged by the Instructor within 15 calendar days of receipt.
2. For each department or program, initial workload assignment forms for Groups 1 and 2 (see 31.02.D.3) will be based on program need and will reflect: the reemployment roster, previous percent employments, and reasonableness of assignment. Within a department or unit with at least 4 Instructors at 100% employment, no more than  $\frac{3}{4}$  of the Instructors may be assigned at the highest end of the 100% range (24 CHs). Instructors at 100% employment may not be assigned at the highest end of the 100% range (24 CHs) for 4 consecutive years without their approval.
3. Timeline for Processing Hiring Packets
  - a. Group 1: The approved Instructor hiring documentation will be received by the employee by July 10. The Instructor percentage of employment will not be reduced after July 10.
  - b. Group 2: The approved Instructor hiring documentation will be received by the employee by August 10. The Instructor's percentage of employment will not be reduced after this date. Instructors hired on a 4.5-month assignment-of-duties form for the spring semester: The approved Instructor hiring documentation will be received by the employee by the start of winter break (date to be specified in the Academic Affairs Comprehensive Academic Calendar). The Instructor's percentage of employment will not be reduced after this date.

E. Senior Instructor

1. An Instructor is eligible to apply for Senior Instructor status during the evaluation period of their eighth year as an Instructor in the Bargaining Unit or any year thereafter. Instructors must have demonstrated commitment to the University beyond the criterion of satisfactory. The Instructor Application of Criteria shall address the criteria for the designation of Senior Instructor. Criteria could include, but are not limited to: exceptional teaching, research/creative activity, and service. Evidence could include, but is not limited to: receiving a Faculty Excellence Award, having demonstrated innovative teaching strategies, new course design; etc.

2. The IDPC shall evaluate applications for Senior Instructor in Spring. IDPC recommendations are forwarded to the Department Chair for review, and then submitted to Academic Affairs for approval. If Academic Affairs rejects an application for Senior status, they must provide a written explanation to the applicant for why the application was deemed insufficient within 10 Days of the decision.
  3. When an Instructor is accorded Senior Instructor status, they will receive a monetary award (See Article 21.17). The award will be made effective the beginning of the next academic year.
- F. All employees who are hired to teach in addition to their primary duties shall be compensated at rates specified in the Article on Compensation.

#### Break in Service

A full-time Instructor who initiates a break in service without requesting leave is eligible for the following upon reemployment in a bargaining unit position. The break in service must be no greater than three years in length and provided that the employee has received evaluations of satisfactory performance prior to the break in service.

- Bargaining unit status
- Credit of years of service prior to break in service
- Minima salary reflects years of service in current Bargaining Unit classification and appropriate degree
- Is not eligible for across-the-board salary increases negotiated during break in service
- If applicable, added to the bottom of the reemployment roster

A full-time Instructor who has completed at least three years of service while a member of the Bargaining Unit shall maintain their placement on the reemployment roster, if they are re-employed after an absence of not more than one academic year. An Instructor who receives a leave of absence in accordance with the Article on Leave Without Salary in this Agreement for research/advanced study may upon reemployment, have up to one-year credit towards the individual's years of service.

### 31.03 Appointment of Academic Resource Professionals and Grant-Funded Academic Support Professionals

- A. Academic Resource Professionals and Grant-Funded Academic Support Professionals shall become part of the Bargaining Unit described in Appendix A when they are employed full-time for more than one consecutive academic year or for appointments of 50% or more, employed for more than two consecutive academic years. Grant-funded hourly employees who provide administrative/professional services shall become part of the Bargaining Unit and given the title of Specialist when they are employed for at least 1560 hours (at least 80%) within 12 months of the hiring date. An audit to determine this eligibility shall be requested by the employee no earlier than 20 Days before the anniversary date of hire. If confirmed by the audit, employees shall enter the Bargaining Unit no later than 20 Days after they have completed 1560 hours.

Those employees who do not complete 1560 hours within the first year or who fail to request an audit will be included in the July 31 annual audit described below.

By July 31 of each new fiscal year, the University shall provide a list of all grant-funded hourly employees and the number of hours worked in the past fiscal year. The Contract Administrator and Chapter President shall review this list for placement of employees in the Bargaining Unit. These employees shall enter the Bargaining Unit no later than August 31 of that year. By January 31 of each year, the University shall provide to the Chapter President a list of all grant-funded

- hourly employees and the number of hours worked between July 1 and December 31 of the previous year.
- B. The appointment of an Academic Resource Professional or Grant-Funded Academic Support Professional shall be contingent upon program need and shall be compensated at a rate specified in the Article on Compensation in this Agreement.
  - C. Academic Support Professional and Academic Resource Professional positions may be filled by individuals on a temporary basis for purposes of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional or instructional assignment; inability to fill a permanent Academic Support Professional position or a permanent Resource Professional position; staffing of experimental programs; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines.
  - D. Each academic year, the University will seek to provide 12-month appointments to an Academic Resource Professional who is employed at least 50% time or greater. Upon request, a written justification will be provided to the Chapter President if an Academic Resource Professional with 3 or more years of 100% appointment for each of these previous three 12-month academic years is assigned less than a 100% appointment.
- E. Senior Academic Resource Professional
- 1. An Academic Resource Professional is eligible to apply for Senior Academic Resource Professional status after having: completed at least 8 years of service and demonstrated commitment to the University beyond the criterion of satisfactory. The Academic Resource Professional Application of Criteria shall address the criteria for the designation of Senior Academic Resource Professional. Criteria could include, but are not limited to: exceptional job performance, research, and service. Evidence could include, but is not limited to: job performance, research, and service. Evidence could include, but is not limited to: job performance research and service. Evidence could include, but is not limited to: receiving a Faculty Excellence Award; having demonstrated innovative work strategies; etc.
  - 2. The ARP-DPC shall evaluate applications for Senior Academic Resource Professional in spring. ARP-DPC recommendations will be forwarded to the Department Chair for review and then submitted to Academic Affairs for approval. Academic Affairs rejects an application for Senior status, they must provide a written explanation to the applicant for why the application was deemed insufficient within 10 Days of the decision.
  - 3. When an Academic Resource Professional is accorded Senior Academic Resource Professional status, they will receive a monetary award (See Article 21.17). The award will be made effective in the pay period immediately following approval by Academic Affairs.
- F. Break in Service

An Academic Support Professional or Academic Resource Professional who initiates a break in service without requesting leave is eligible for the following upon reemployment in a bargaining unit position. The break in service must be no greater than three years in length and the employee has received evaluations of satisfactory and/or highly effective performance prior to the break in service.

- Bargaining unit status
- Credit of years of service prior to break in service

- Minima salary reflects years of service and appropriate degree
- Is not eligible for salary increases negotiated during break in service
- If applicable, added to the bottom of the reemployment roster

An Academic Support Professional or Academic Resource Professional who has completed at least three years of service while a member of the Bargaining Unit shall maintain their placement on the reemployment roster, if they are re-employed after an absence of not more than one academic year. An Academic Support Professional or Academic Resource Professional who receives a leave of absence in accordance with the Article on Leave Without Salary in this Agreement for research/advanced study may upon reemployment, have up to one-year credit towards the individual's years of service.

#### 31.04 Academic Support Professionals at the Center for College Access and Success (CCAS)

This section applies to Academic Support Professionals with the titles of: Specialist, Coordinator/Project Manager, or Coordinator/Senior Manager. Under circumstances when the responsibilities of any of the employees in the above categories are primarily supervisory, as defined by the Illinois Educational Labor Relations Act, the positions will be excluded from the bargaining unit status by mutual agreement. These positions are contingent upon receipt of sufficient funding.

- A. The salary of a CCAS Academic Support Professional with the title of Specialist or Coordinator who accepts a Bargaining Unit position with a changed title and an increase in responsibilities will receive a stipend. This stipend will not exceed 10% of the employee's current monthly salary. All negotiated increases shall be applied to the monthly base only.
- B. A change in Bargaining Unit position with commensurate changes in responsibilities must be reflected in a revised job description and work plan approved by the Provost/Vice President for Academic Affairs.
- C. All vacancies of 50% or more at CCAS shall be posted electronically and on the Union Bulletin Board at the Center. An employee who meets the advertised qualifications for current vacancies at CCAS shall, upon the employee's request, be interviewed by the appropriate Supervisor or Director of the Center for College Access and Success as part of the final list of candidates. If selected to fill the position, the employee's years of service at the University shall not be affected.

# **ARTICLE 32 IASPARP INSTRUCTOR, ACADEMIC SUPPORT PROFESSIONAL, AND ACADEMIC RESOURCE PROFESSIONAL EVALUATION**

**Sections 32.01 – 32.02 refer to all three employee groups.**

**Sections 32.03 – 32.04 refer to Instructors.**

**Section 32.05 refers to Academic Support Professionals.**

**Section 32.06 refers to Academic Resource Professionals.**

## **32.01 Purpose of Evaluation**

The University is responsible for evaluating the performance of Instructors, Academic Support Professionals, and Academic Resource Professionals. The purpose of evaluation is to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, and to provide guidance to improve employee performance. Additionally, it shall provide a basis for the University to make personnel decisions, as appropriate. Evaluation outcomes shall remain part of the employee's evaluation

## **32.02 Evaluation Schedule**

In each academic year, the Provost/Vice President for Academic Affairs shall prepare an evaluation schedule. The schedule shall be posted electronically no later than September 15 and will also include dates for fall Instructor evaluations.

## **32.03 Evaluation Cycle**

Instructors shall be evaluated each year according to the frequency of evaluation described in Art. 32.04.H.1. Any deviation from this frequency schedule shall occur by consulting the University Contract Administrator and the Grievance Officer.

Academic Support Professionals and Academic Resource Professionals shall be evaluated at least once every 12 months.

## **32.04 Evaluation Procedures for Instructors**

### **A. Instructor Application of Criteria (IAC)**

The Instructor Application of Criteria shall address criteria for teaching/assigned activity. Instructors in the department/program shall be given the opportunity to participate with department/program Teaching Professionals and their Department Chair in the construction of the Instructor Application of Criteria. The department/program shall have a statement of Instructor Application of Criteria discussing what materials and methods will be used in evaluating the assigned activity of Instructors. The Instructor Application of Criteria for teaching will be based on the Department Application of Criteria for Teaching/Primary Duty and should be similar to the teaching considerations for Teaching Professionals (Art. 25.03 A.3.a). The Department Chair will convene the Instructors and Teaching Professionals to determine the criteria necessary to meet the performance standards for satisfactory teaching for Instructors. The Application of Criteria shall identify whether the composition of the Department Personnel Committee may include Instructors with more than five years of satisfactory employment at the University. This document will be submitted to the department/program as a whole for review. Each Department Chair shall submit the proposed statement of Instructor Application of Criteria to the Dean for review. The

Dean will forward the proposed IAC to the University President for approval.

By no later than June 1, 2024, the University President shall review the proposed statements of Application of Criteria and shall notify the Dean, the Department Chair, and the Teaching Professionals and Instructors in writing of their approval or disapproval. If the University President does not approve proposed statements of Application of Criteria either in whole or in part, they shall provide a written statement to the Dean, the Department Chair, the department/program employees, and the Chapter President of the basis their disapproval with any suggested additions, deletions, or modifications of the proposed statement. If a department/program has no approved statement of Instructor Application of Criteria, the University President, after consultation with the Chapter President, shall establish a statement of Instructor Application of Criteria for the department/program.

The approved Application of Criteria shall remain in effect through the length of this agreement.

The approved Application of Criteria shall be distributed by the Department Chair to Instructors within 10 Days of approval or within 20 Days of entering the bargaining unit.

## B. Evaluation Materials

The following materials will be used in the evaluation of an Instructor. The employee is responsible to provide items 1, 4, 5, and 6. The Department/program is responsible to provide items 2 and 3.

1. A cover sheet indicating the name, highest degree, length of service as an Instructor in the Department/program, the terms/sessions of the evaluation period, the term/session in which the evaluation is being conducted, and a list of materials provided by the employee;
2. two classroom observations during the evaluation period, one by the Department Chair or designee and the other by a peer who is either a Teaching Professional in the department/program or an Instructor who has more than five years of satisfactory teaching experience within the department/program. The Instructor shall receive a copy of the written classroom observation within five Days following the observation. These observations should occur across semesters.
3. student evaluations of all courses or other instructional activities with seven or more students from all fall/spring terms and summer and winter sessions completed since the last evaluation period and prior to the term/session during which the current evaluation is being conducted;
4. any materials required by the Application of Criteria in the area of teaching/assigned activity;
5. any materials the employee submits as evidence of the effectiveness of teaching/assigned activity; and
6. evidence of other assigned activity.

7. In addition to items 1-6 above, materials in the Instructor's personnel file may be used in the evaluation. These materials must fall within the current period of evaluation or are prior evaluation documents that reference goals or issues to be addressed during the current period of evaluation. Materials placed in the personnel file after the evaluation process begins shall not be considered.
8. In the event of missing documentation, the Department Personnel Committee, the Department Chair, Dean, or college-wide Appeal Committee may request its inclusion.
9. After the beginning of the evaluation process, the employee may not add any new materials unless:
  - a. additional documentation has been requested by the Department Personnel Committee, the Department Chair, Dean, Appeals Committee, Provost/Vice President for Academic Affairs, or University President; or
  - b. the material is submitted in response to an evaluator's placement of materials in the employee's personnel file after the beginning of the evaluation process; or
  - c. the materials were not available prior to the beginning of the evaluation process.
10. A copy of the employee's request for reconsideration of an unsatisfactory recommendation shall be added to the materials. Such a request for reconsideration may include additional documents if the employee believes them to be important to the evaluation process.
11. If an employee believes that a positive observation/recommendation contains false statements, they may add a statement to their materials in response to the alleged false statements.
12. Instructors who are undergoing a Department Chair evaluation are referred to Article 34.04.G.1.b.

C. Department Chair and Evaluation Chair

1. In the event of restructuring of an academic department subsequent to the Spring 2023 Academic Term, the Dean will consider the use of an Evaluation Chair for Academic Programs that are not the tenure home of the Department Chair. The Dean will request recommendations from the faculty of the Academic Program and from the Department Chair. If the Dean decides to appoint an Evaluation Chair, the faculty of the Academic Program will elect an Evaluation Chair from the Tenured faculty. If the Department Chair overseeing the unit is a member of the unit, they will serve as the Evaluation Chair.
2. The Evaluation Chair will be responsible for writing the evaluations in 32.04.C.1 and 32.04.G.1.b.
3. An Evaluation Chair will be assigned .01 CUs of primary duties for the Spring semester for each evaluation as conducted as described in 32.04D.

D. The Written Evaluations by the Department Personnel Committee and the Department Chair

1. Following a review of the materials, the Department Personnel Committee, and the Evaluation Chair, if any, shall each write an evaluation of the employee's assigned duties. The evaluation shall state whether the employee's assigned duty has been unsatisfactory or satisfactory with reference to the performance standards specified in the appropriate Instructor Application of Criteria. The evaluations may include goals or issues to be addressed in the next evaluation cycle.
2. The Evaluation Chair, if any, shall forward their evaluation to the Department Chair. Considering the forwarded evaluation(s), the Department Chair will decide whether the employee's assigned duty has been satisfactory or unsatisfactory. If the decision is unsatisfactory while the evaluation by the Evaluation Chair was satisfactory, the Department Chair must provide a rationale for the decision referencing the performance standards specified in the appropriate Instructor Application of Criteria. This decision will be attached to the Evaluation Chair's evaluation and will be forwarded on as the Department Chair Evaluation.
3. The Department Personnel Committee and the Department Chair shall each forward the evaluations to the employee, the Dean, and the employee's personnel file.
4. An evaluation of unsatisfactory by the Department Personnel Committee and/or the Department Chair shall reflect reasons based on the Application of Criteria. Within three days of receipt of the recommendation and reasons, an Instructor may submit a written request to the Department Personnel Committee and/or the Department Chair for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair. The employee may include a written response to the points made in the evaluation but may not submit new materials except as specified in 32.04.B.9.

#### E. Instructor Appeals Committee

The Instructor college-wide Appeals Committee shall be composed of three Instructors. Instructors shall be elected by the eligible Instructors in the college and must have had a 100% appointment for each of the last five academic years and have had evaluations of satisfactory for the same time period. Instructors who have received an evaluation of unsatisfactory within the last five years are ineligible to serve on the college-wide appeal committee. Three alternates will also be selected and must meet the same criteria. The recommendations of the Department Personnel Committee, the Department Chair, and the Appeals Committee will be submitted to the appropriate Dean for a decision that will be forwarded to the Instructor and the Instructor's personnel file in Academic Affairs.

#### F. Outcomes

1. In the event that the Department Personnel Committee and the Department Chair have evaluated the Instructor as satisfactory, the evaluation will be forwarded to the Dean and the employee's personnel file to complete the evaluation process. A satisfactory evaluation of an Instructor shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.

2. In the event that either the Department Personnel Committee or the Department Chair has evaluated the employee as unsatisfactory, the employee may request a review by the Appeals Committee through the Dean. If there is a review by the Appeal Committee then all recommendations from the Department Personnel Committee, the Department Chair and the Appeals Committee are forwarded to the Dean for a final decision of unsatisfactory or satisfactory performance. The determination will be forwarded to the employee, the Department Chair, and the employee's personnel file.
  - a. If the Dean makes a determination of satisfactory performance, then the employee will be eligible for employment and their position on the reemployment roster will be retained. A satisfactory evaluation of an Instructor shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.
  - b. If the Dean makes a determination of unsatisfactory performance in any of the first 5 evaluation cycles, the employee will not be eligible for reemployment. A determination of unsatisfactory performance shall state reasons based on the Application of Criteria.
  - c. If the Dean makes a determination of unsatisfactory performance for an employee who has completed more than 5 evaluations, then the employee is eligible for reemployment and the position on the reemployment roster is retained and the following shall occur:

The Department Chair and the Instructor shall meet to review the unsatisfactory evaluations with reference to the Application of Criteria and the employee Obligations and Responsibilities as specified in the Agreement. Any remedial action or plan developed during this meeting may identify expected outcomes to be achieved within the next two academic terms/sessions. The employee may request the presence of a Union representative to participate in this meeting and any subsequent meeting related to the remediation plan.

There shall be an interim review of the Instructor's performance immediately after the term/session in which the Instructor has completed at least six Credit Hours of instruction.

    - i) If the result of the interim review is satisfactory, the Instructor will be evaluated by the Department Personnel Committee and the Department Chair upon completion of the next six Credit Hours of instruction. If this next review is satisfactory, the Instructor shall return to their position on the reemployment roster.
    - ii) If the result of either review described immediately above is unsatisfactory, the Instructor will not be eligible for reemployment.
3. The absence of an evaluation by the Department Personnel Committee and/or the Department Chair shall not be construed as an unsatisfactory evaluation of the employee. The employee shall be afforded any rights and privileges accorded to any employee evaluated as satisfactory.

4. The determination by the Dean shall be made no later than 20 Days after receiving the materials or no later than one week prior to the beginning of the next term/session the Instructor is scheduled to work, whichever occurs earlier.
  - G. A satisfactory evaluation of an employee shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.
- H. Frequency of Evaluation
1. Instructors employed 50% or more and within the first 5 evaluation years will be evaluated regularly (32.03) in accordance with the Evaluation Schedule (32.02).
    - a. Instructors who have received satisfactory evaluations for five consecutive evaluation years will be evaluated using the process described in 32.04 every third year with the first evaluation after year 5 due in year 8.
    - b. In all other years, starting with year 6 and every other year after that, the Department Chair shall review the performance of the employee based on course syllabi and student course evaluations and forward a performance summary to the employee, the Dean and the employee's personnel file.
    - c. If it is determined that there needs to be a deviation from the evaluation cycle or evaluation procedure of an employee, such a determination will be made by the Department Chair in consultation with the University Contract Administrator and the Chapter President with written explanation provided to the employee. The employee may request a meeting with the Chair, University Contract Administrator, and the Chapter President to review the reasons for the revision of the evaluation schedule.

#### 32.05 Evaluation Procedures for Academic Support Professionals

- A. Each Academic Support Professional will have an approved job description and an approved annual work plan identifying priorities and performance expectations and a description of the materials and methods that will be used to evaluate the Academic Support Professional's performance. If an Academic Support Professional has more than one Supervisor, the University shall designate one as the primary Supervisor. Any permanent change in period of appointment, reorganization or change in Supervisor(s) will necessitate a review of the job description, work plan and description of materials and methods used to evaluate the Academic Support Professional's performance, within 30 Days after the change, to ensure that the Academic Support Professional understands the evaluation procedure used by the supervisor.
- B. The Academic Support Professional shall receive a copy of the approved job description, work plan and description of materials and methods that will be used to evaluate the Academic Support Professional's performance. This description shall be reviewed annually by the Academic Support Professional and the Supervisor at the time specified in the University timetable. Any suggested modifications in the materials and methods of evaluation resulting from the annual review by the Academic Support Professional and the primary Supervisor shall be submitted to the Provost/Vice President for Academic Affairs for approval by the date specified in the University timetable and a copy shall be provided to the Academic Support Professional and the Chapter President. The Provost/Vice President for Academic Affairs' written response shall be sent to the Academic Support Professional and the primary Supervisor within 15 Days of receipt of the request, and a copy shall be provided to the Chapter President.

- C. Each Academic Support Professional shall receive an annual written evaluation from the primary Supervisor in accordance with the approved job description, description of materials and methods to be used in evaluating the Academic Support Professional's performance and annual work plan. The evaluation ratings shall be "highly effective," "satisfactory" and "unsatisfactory." The Academic Support Professional shall be rated on each area of assignment in their annual work plan above 5% and receive an overall rating as well. The discussion of the annual evaluation shall take place at a confidential meeting between the Academic Support Professional and their Supervisor. When an Academic Support Professional has more than one Supervisor, with one designated as the primary Supervisor, the Academic Support Professional may request that the secondary Supervisor(s) be present at the meeting. Such a request shall not be unreasonably denied. Copies of the evaluation shall be provided to the Academic Support Professional and placed in the Academic Support Professional's personnel file. Evaluations conducted in the Academic Support Professional's first, second, third, fourth, fifth and each subsequent second year of employment at the University shall also contain a recommendation for retention or non-retention, in accordance with the provisions of the Article on Retention in this Agreement.
- D. Materials used in evaluation shall be in accordance with the approved work plan, job description, and description of materials and methods. These shall consist of materials submitted by the Academic Support Professional, materials referred to in the Academic Support Professional's supporting materials, and materials in the Academic Support Professional's personnel file, that fall within the current period of evaluation or are prior evaluation documents that reference goals to be met or issues to be addressed during the current period of evaluation, except for confidential materials submitted in connection with the Academic Support Professional's initial appointment. Materials placed in the personnel file after the evaluation process begins shall not be considered.
- E. The employee shall sign the evaluation as it denotes that the employee read and understood the evaluation. Such signature does not constitute agreement with the evaluation. Should the employee refuse to sign the evaluation, the evaluator shall note on the evaluation the employee's refusal to sign and this shall not constitute that the employee did not read or did not understand the evaluation.
- F. Appeal
  - 1. If an Academic Support Professional's performance is rated "unsatisfactory" in whole, the primary Supervisor must provide written reasons in accordance with Article 36.11.D.
  - 2.
    - a. If an Academic Support Professional receives an overall rating of unsatisfactory, they may forward the decision of the primary Supervisor to a temporary appeal committee. The temporary appeal committee shall be composed of one individual selected by the employee, one individual selected by the primary Supervisor, and the third by the two individuals selected. The recommendations of the primary Supervisor and the temporary appeal committee, if applicable, and the materials submitted by the Academic Support Professional shall be forwarded to the reviewers in 33.01.F.
    - b. If an Academic Support Professional's performance is rated highly effective or satisfactory but a category is rated as unsatisfactory or if the employee believes that the evaluation contains false or misleading statements, the employee may add a statement in response within three Days of receipt of the recommendation.

3. A copy of the evaluations shall be sent to the Academic Support Professional. The employee may attach a written response to the evaluation statements for inclusion in their personnel file.
- G. Any dates for the above actions specified in the University timetable will reflect a reasonable time period and will be agreed upon by the University President and the Chapter President.
- H. Any written evaluation presented during an Academic Support Professional's evaluation for retention must be placed in the Academic Support Professional's personnel file prior to the next evaluation of the Academic Support Professional or it shall be destroyed.

Once an evaluation process for retention has been completed, no materials that predate the evaluation process shall be placed in the Academic Support Professional's personnel file.

### 32.06 Evaluation Procedures for Academic Resource Professionals

#### A. Academic Resource Professional Application of Criteria (ARPAC)

The Academic Resource Professional Application of Criteria shall address criteria for primary duty/assigned activities. Academic Resource Professionals in the department/program shall be given the opportunity to participate with Resource Professionals and their Chair in the development of the Application of Criteria. The department shall have a statement of Academic Resource Professionals Application of Criteria discussing what materials and methods will be used in evaluating the assigned activities of Academic Resource Professionals. The Academic Resource Professional Application of Criteria will be based on the Application of Criteria for Category A: Primary Duty (Article 37). The Chair will convene the Academic Resource Professionals and Resource Professionals to determine the criteria necessary to meet the satisfactory performance standards for Academic Resource Professionals. This document will be submitted to the department/program as a whole for review.

The Chair shall submit the Department's proposed statement of Academic Resource Professional Application of Criteria to the Dean for review. The Dean will forward the proposed ARPAC to the University President for approval.

By no later than June 1, 2012, the University President shall review the proposed Academic Resource Professional Application of Criteria and shall notify the Dean, the Chairs, and the departmental Resource Professionals and Academic Resource Professionals in writing of their approval or disapproval. If the University President does not approve proposed statements of Application of Criteria either in whole or in part, they shall provide a written statement to the Dean, the Chairs, the Department/program employees, and the Chapter President of the basis for their disapproval with any suggested additions, deletions, or modifications of the proposed statement. If the department/program has no approved statement of Academic Resource Professional Application of Criteria, the University President, after consultation with the Chapter President, shall establish a statement of Academic Resource Professional Application of Criteria for the department.

The approved Application of Criteria shall remain in effect through the length of this agreement. The approved Application of Criteria shall be distributed by the Chairs to Academic Resource Professionals within 10 Days of approval or within 20 Days of entering the bargaining unit.

#### B. Evaluation Material

The following materials will be used in the evaluation of an Academic Resource Professional. The employee is responsible to provide items 1, 2, 3, 4, and 5.

1. A cover sheet indicating the name, highest degree, length of service as an Academic Resource Professional in the department, the academic terms/summer sessions of the evaluation period, the term/session in which the evaluation is being conducted, and a list of materials provided by the employee;
2. A brief narrative self-evaluation that lists accomplishments that relate to their assigned duties for the period under evaluation. In addition, one peer evaluation of primary duties/assigned activities by a Resource Professional or Academic Resource Professional with at least five years of service with satisfactory evaluations who is familiar with the work of the person being evaluated will be prepared.
3. Any materials required by the Application of Criteria in the area of primary duty/assigned activity;
4. Any materials the employee submits as evidence of the effectiveness of primary duty /assigned activity; and
5. Evidence of other primary duty/assigned activity.
6. In addition to items 1-5 above, materials in the Academic Resource Professional's personnel file may be used in the evaluation. These materials must fall within the current period of evaluation or are prior evaluation documents that reference goals to be met or issues to be addressed during the current period of evaluation.
7. In the event of missing documentation, the Department Personnel Committee, Chair, Dean, or Appeal Committee may request its inclusion.
8. After the beginning of the evaluation process, the employee may not add any new materials unless:
  - a. additional documentation has been requested by the Department Personnel Committee, Chair, Dean, Appeal Committee, Provost/Vice President for Academic Affairs, or University President, or
  - b. the material is submitted in response to an evaluator's placement of materials in the employee's personnel file after the beginning of the evaluation process, or
  - c. the materials were not available prior to the beginning of the evaluation process,
9. A copy of the employee's request for reconsideration of an unsatisfactory recommendation shall be added to the materials. Such a request for reconsideration may include additional documents if the employee believes them to be important to the evaluation process.
10. If an employee believes that a positive observation/recommendation contains false statements, they made add a statement to their materials in response to the alleged false statements within 3 Days of receipt of the recommendation.

C. The Written Evaluation by the Chair

1. Following a review of the materials, the Department Personnel Committee and Department Chair shall write an evaluation of the employee's assigned duties and shall forward the evaluations to the employee, the Dean, and the employee's personnel file. The evaluations shall state whether the employee's degree of effectiveness in assigned activity has been unsatisfactory or satisfactory with reference to the performance standards specified in the appropriate Academic Resource Professional Application of Criteria. The evaluations may also include goals to be met or issues to be addressed in the next evaluation cycle.
  2. An evaluation of unsatisfactory by the Department Personnel Committee and/or the Chair shall reflect reasons based on the Application of Criteria. Within three Days of receipt of the recommendation and reasons, an Academic Resource Professional may submit a written request to the Department Personnel Committee and/or the Chair for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Chair. The employee may include a written response to the points made in the evaluation but may not submit new materials except as specified in 32.06.B.8.
- D. Academic Resource Professional Appeals Committee
- The Appeals Committee shall be composed of three members selected from the bargaining unit. One member shall be selected by the Academic Resource Professional, one member selected by the Chair, and the third member selected by the University Contract Administrator and the Chapter President. If applicable, those members selected must have had an appointment of 50% or more for each of the last five academic years and have had evaluations of satisfactory for the same time period. The recommendations of the Chair, and the Appeals Committee will be submitted to the Dean for a decision that will be forwarded to the Academic Resource Professional and the Academic Resource Professional's personnel file in Academic Affairs.
- E. The employee shall sign the evaluation as it denotes that the employee read and understood the evaluation. Such signature does not constitute agreement with the evaluation. Should the employee refuse to sign the evaluation, the evaluator shall note on the evaluation the employee's refusal to sign and this shall not constitute that the employee did not read or did not understand the evaluation.
- F. Outcomes
1. In the event that the Department Personnel Committee and Chair have evaluated the Academic Resource Professional as satisfactory, the evaluation will be forwarded to the Dean and the employee's personnel file to complete the evaluation process. A satisfactory evaluation of an Academic Resource Professional shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.
  2. In the event that either the Department Personnel Committee or the Chair has evaluated the employee as unsatisfactory, the employee may request an evaluation by the Appeals Committee. All recommendations from the Department Personnel Committee, the Chair, and the Appeals Committee are forwarded to the Dean for a final decision of unsatisfactory or satisfactory performance. The decision will be forwarded to the employee, the Chair, and the employee's personnel file.

- a. If the Dean makes a determination of satisfactory performance, then the employee will be eligible for reemployment and their position on the reemployment roster will be retained. A satisfactory evaluation of an Academic Resource Professional shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.
- b. If the Dean makes a determination of unsatisfactory performance in any of the first 5 evaluations, the employee will not be eligible for reemployment. A decision of unsatisfactory shall reflect reasons based on the Application of Criteria.
- c. If the Dean makes a determination of unsatisfactory performance for an employee who has completed more than 5 evaluations, then the following shall occur:

The Chair and the Academic Resource Professional shall meet to review the unsatisfactory evaluation with reference to the Application of Criteria and the employee Obligations and Responsibilities as specified in the Agreement. Any remedial action or plan developed during this meeting may identify expected outcomes to be achieved within the next 12 months. The employee may request the presence of a Union representative to participate in this meeting and any subsequent meeting related to the remediation plan.

The interim review of the remediation plan shall occur six months into the next evaluation according to the University evaluation schedule. If the result of the interim review is satisfactory, the Academic Resource Professional will be evaluated according to the University evaluation schedule. If the result of the interim review is unsatisfactory, the Academic Resource Professional shall be terminated.

The next evaluation will occur six months into the next evaluation year according to the University evaluation schedule. If the final result of this evaluation is unsatisfactory, the employee shall be terminated. If the final result of this evaluation is satisfactory, the employee shall be evaluated according to the University evaluation schedule.

- 3. The absence of an evaluation by the Chair shall not be construed as an unsatisfactory evaluation of the employee. The employee shall be afforded any rights and privileges accorded to any employee evaluated as satisfactory.
  - 4. The determination by the Dean shall be made no later than 20 Days after receiving the materials or no later than one week prior to the beginning of the next term/session the Academic Resource Professional is scheduled to work whichever occurs earlier.
- G. A satisfactory evaluation of an employee shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of the Article on Employment Status in this Agreement.
- H. Frequency of Evaluation

employees within the first 5 evaluations will be evaluated regularly in accordance with the Evaluation Schedule (see 32.02).

employees who have received satisfactory evaluations for five consecutive evaluation years will be evaluated using the process described in 32.04 every third year with the first evaluation after year 5 due in year 8.

In all other years, the employee may write a brief self-evaluation to submit to the Chair. The Chair shall review the self-evaluation and the performance of the employee and forward a performance summary to the employee, the Dean and the employee's personnel file.

If it is determined that there needs to be a deviation from the employee's evaluation cycle, including process, such a determination will be made by the Chair in consultation with the University Contract Administrator and the Chapter President with written explanation provided to the employee. The employee may request a meeting with the Chair, University Contract Administrator, and the Chapter President to review the reasons for the requested deviation from the evaluation schedule.

# **ARTICLE 33 ASP RETENTION FOR ACADEMIC SUPPORT SPECIALIST**

## **33.01 Retention Process**

- A. Each Academic Support Professional shall be evaluated annually by their supervisor. The evaluation shall occur in May as per the published University timetable.
- B. An evaluation in the first year of employment shall occur in the sixth month of employment.
- C. Regardless of the date of initial appointment, the calculation of years of employment of Academic Support Professionals will be based on a year of July 1 through June 30 provided, however, that:
  - 1. an Academic Support Professional hired between July 1 and December 31 will enter the second year of service on the first July 1; and
  - 2. an Academic Support Professional hired between January 1 and June 30 will not enter the second year of service until the second July 1 of service at the University; and
  - 3. up to three years of prior service in a position at the University shall count as years of service toward a two-year appointment in an Academic Support Professional position in the Bargaining Unit.
- D. In the Academic Support Professional's first, second, third, fourth, fifth, and each subsequent second year of employment in an Academic Support Professional position in the Bargaining Unit, the annual evaluation shall include a recommendation for or against retention. An Academic Support Professional in the sixth and each subsequent second year of service in an Academic Support Professional position in the Bargaining Unit who has been recommended for retention with a rating of satisfactory or higher in two successive years shall receive a two-year appointment.
- E. An Academic Support Professional may be recommended for non-retention because of program need or an overall rating of unsatisfactory on the individual's annual evaluation.
- F. Each retention recommendation shall be reviewed by the appropriate Dean/Director, if any. The appropriate Dean/Director, if any, shall submit a written retention recommendation for consideration to the Provost/Vice President for Academic Affairs. The Provost/Vice President for Academic Affairs shall review these recommendations if necessary with the University President. By June 15, the University President shall notify the Academic Support Professional in writing the decision regarding retention, and if the decision is negative the Academic Support Professional shall be provided written reasons for the negative retention recommendation as per 33.01.E above. The employee's official job description, and the approved statement of methods and materials of evaluation specified in the Article on Evaluation and Evaluation Criteria in this Agreement and the annual work plan shall be utilized in evaluation.
- G. Notice of non-retention shall be as follows:
  - 1. In the first year of service as an Academic Support Professional position in the Bargaining Unit, not later than three months prior to the termination date specified in the notice.

2. In the second, third, fourth and fifth years of service as an Academic Support Professional in the Bargaining Unit, not later than six months prior to the termination date specified in the notice.
3. In the sixth year and beyond if an Academic Support Professional on a two-year appointment receives notice of non-retention, the individual shall receive at least nine months of employment after the notice of non- retention is received.

### 33.02 Grant-Funded Academic Support Professionals

- A. Employees who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of non- retention of scheduled expiration/reduction of funding. If such funding is unexpectedly reduced or eliminated, the employee shall be notified immediately.
- B. The Academic Support Professional may schedule a meeting with the Director or designee to clarify skill sets, discuss any potential employment on another or expected grant about which the Director or designee is aware. The request for a meeting with the Director or designee shall not be unreasonably denied. The Academic Support Professional may provide the Supervisor and the Director with an updated resume at or following the meeting. In addition, the Academic Support Professional may schedule a meeting with Human Resources to learn about employment opportunities at NEIU.

If the funding is continued and annual evaluation results in a recommendation not to retain an employee, the recommendation of non- retention must be based upon the reasons specified in 33.01.E above and the employee must be given notice in accordance with 33.01.G above.

- C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for an employee whose position is eliminated because of a reduction in or elimination of funds.

Reasonable effort includes but is not limited to notice of employment opportunities throughout NEIU as identified in the Article on Notice of Vacant Positions in this Agreement and placement on the reemployment list identified in the Article on Staff Reduction Procedures in this Agreement.

- D. If, within three years, the funding source reduction or elimination which resulted in the elimination of an employee's position is restored to the University and if the employee's last evaluation rating was satisfactory then they shall be notified by certified mail of that fact and offered reemployment per Article 34.05.B, Staff Reduction.

If program change requires additional human resources and the employee has received an evaluation rating of satisfactory on their final evaluation rating and the employee meets the qualifications listed in the job description, the employee shall be granted an interview if the employee applies for consideration.

## **ARTICLE 34 ASP STAFF REDUCTION PROCEDURES**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Academic Support Professionals.**

34.01

- A. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be University-wide.
- B. At any time during the first six months of employment, an Academic Support Professional may be released from service based upon performance, program need, or budget constraints. One month's notice shall be given to an affected employee.

34.02 If the Board decides it is necessary to lay off employees according to Article 34.01, the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of time of full-time service at the University, including approved leaves; length of full-time service in the Department, including approved leaves; educational qualifications; professional training; and professional experiences.

34.03 The University and the Board shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee prior to the effective date of their layoff. Prior to the effective date of the layoff procedure the employee will be made aware of vacancies at the University and have the right to apply for consideration for any vacant position within the University, for which they are qualified. In addition, prior to the beginning of the layoff procedure the employee will be given preference for any vacant position within the University, for which they are qualified. The results of such effort shall be made known to the person affected and the Chapter President. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article on Transfer or retraining pursuant to the Article on Compensable Fringe Benefits. A laid-off employee who accepts such other Bargaining Unit employment may, with Board approval, retain accumulated rights or benefits.

34.04 An Academic Support Professional shall be given the same notice in the event of a layoff as would be given in the event of non-renewal of their appointment. Notice requirements shall not apply in cases of extreme and immediate financial exigency.

34.05 Staff Reduction Process

- A. Prior to the effective date of their layoff, an employee given notice of layoff may request a meeting with the Provost/Vice President for Academic Affairs to establish: (1) the description of the employee's position at the time they were given notice of layoff and (2) the areas of Bargaining Unit employment for which the employee is qualified on the basis of training or experience. The Provost/Vice President for Academic Affairs, in consultation with the employee, shall establish the description of the employee's position at the time they were given notice of layoff and the areas of Bargaining Unit employment for which the employee is qualified on the basis of training or experience.
- B. The University will maintain a list of employees who are laid off for a period of three years after the layoff. If an employee's position at the time they were given notice of layoff is reinstated during such period, the employee shall be sent notice by certified mail of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made

- pursuant to this section must be accepted within 40 calendar days from the date placed in certified mail, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.
- C. During the three-year period specified in Section 34.05.B above, notice of Bargaining Unit employment opportunities at the University for which the employee is qualified shall be sent, by certified mail, to the employee at their last known address. If the employee applies for consideration for any such employment opportunity, they shall be granted an interview. If the employee fails to apply for the opportunity within 15 days from the date the notice is sent to the employee, or if the employee is not offered reemployment, their name shall remain on the layoff list for the remainder of the period specified in Section 34.05.B above.
  - D. An employee who has been laid off and who accepts reemployment in a Bargaining Unit position at the University shall, upon reemployment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumed employment in a Bargaining Unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.
  - E. An Academic Support Professional who holds tenure in an academic department shall retain the layoff rights of a tenured faculty member.
- 34.06 An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

# **ARTICLE 35 IASPARP SANCTIONS AND TERMINATION**

**All references to “employee” in this Article shall pertain to those members of the Bargaining Unit who are Instructors, Academic Support Professionals, and Academic Resource Professionals.**

Sanctions under this Article shall be for just cause and includes discipline such as a verbal or written reprimand, a suspension with or without pay, or termination. The University will normally follow the principle of progressive discipline, except in cases where it could not reasonably be said that lesser discipline would have prevented the conduct in question. University representatives will meet with the affected employee and their Union representative during any disciplinary investigation that may lead to discipline.

## **35.01 Sanctions**

- A. Appropriate sanctions less than termination may be imposed on an employee for violation of employment obligations contained in Board or University policy, rules, or regulations or in this Agreement. The Board/University policies, rules, and regulations will be made available to all employees. No employee shall be sanctioned for a violation of these policies, rules, or regulations until they are made available.
  1. Verbal Reprimand. If warranted by the conduct and/or behavior of the employee, and/or if informal conciliation efforts have been unsuccessful, a verbal reprimand may be issued.
  2. Written Reprimand. If a verbal reprimand has been issued the conduct and/or behavior of the employee continues, a written reprimand may be issued to the employee.
  3. Suspension With or Without Pay. If warranted by the conduct and/or behavior of the employee and if the problem is not resolved by the implementation of a verbal and/or written reprimand as described above, the Provost/Vice-President for Academic Affairs or other appropriate University administrator may recommend suspension from work with or without pay.
- B. Prior to any sanction being imposed on an employee, the University President or their designees shall hold at least one meeting with the employee to notify the employee that a sanction is being considered, to present the alleged violation and all related documentation from the Personnel File, and to discuss possible resolution of the matter. The Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee.

Each party shall have the opportunity to prepare a written summary of the meeting and must deliver a copy to the other party and the University President within two Days.
- C. Prior to any pre-sanction meeting, all related documents will be placed in the Personnel File. Only related documents placed in the Personnel File shall be considered in any pre-sanction meetings and all future meetings/hearings related to the alleged violation. There shall be no redaction of the names of complainants and witnesses from documents used in pre-sanction meetings and all future meetings/hearings related to the alleged violation. Retaliation against complainants and witnesses is prohibited.
  1. In cases of non-egregious misconduct, pre-sanction meeting(s) shall not be scheduled unless the behavior that might be subject to sanction has been discussed previously with the employee. Documentation of this discussion(s) shall be placed in the Personnel File and the employee shall receive a copy. The employee shall have the opportunity to respond in writing and have said response placed in the Personnel File. A Union representative may be present during this discussion(s) at the request of the employee.

2. If the suspected conduct is egregious, the matter will be brought immediately to a pre-sanction meeting. All related documentation shall be placed in the Personnel File prior to the pre-sanction meeting.
- D. If the matter is not resolved by the meeting, the University President shall send the employee written notice of the sanction, including a statement of the reasons for the sanction.
- E. If the proposed sanction is other than a written reprimand, or if it is for a penalty equal to more than two days of pay, the employee shall have the right, at their request, to a hearing before a panel of three, selected from the groups as specified in 35.02.E.2. One member of the panel shall be selected by the employee, one by the University President, and the third by the two members so selected. If the employee has requested a hearing and if a panel is not selected by this method within ten workdays of service of the notice of intent to impose the sanction, the University President, in consultation with the Chapter President, shall select the remaining panel member.
- F. The panel shall review the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University. Legal counsel may be present to advise the University or the Union but shall not have an active role in the hearing. However, should the employee select legal counsel as their counselor/advisor, the University and the Union will have the option of being represented in a like manner.
- G. The committee shall make a good faith effort to hold full-day hearing sessions, five days per week, on Days when the University is in session. The University will offer appropriate release time to employees serving on the committee. A hearing on a proposed sanction shall not exceed one month unless extended by a majority vote of the panel. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter.
- H. A record of any sanction imposed on an employee shall be placed in the employee's personnel file. The employee may review the record and provide a response to the sanction prior to placement in the employee's personnel file.
- I. Official sanctions may be issued only by the University President or their designee.
- J. No sanctions shall be imposed upon employees except in accordance with the provisions of this Article.

## 35.02 Termination

Termination of an Instructor's, Academic Support Professional's, or Academic Resource Professional's appointment before the end of the specified term of employment may be effected for adequate cause.

- A. Prior to service of a notice of intent to seek termination, the University President shall, when practicable, hold at least one meeting with an employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. The Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the employee. If such a meeting is not practicable, the University President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return receipt requested addressed to the employee's last known address to offer the employee the

opportunity to propose remedial actions by the employee or to discuss settlement. The Chapter President shall be informed of this attempt to communicate with the employee.

- B. Prior to such a meeting or attempted communication, the University President shall provide the employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.
- C. Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the University President or the employee notifies the other in writing of their belief that further meetings will not be productive.
- D. No later than six months from the date of the first meeting or communication under 35.02.A (a time limitation which may be extended by written agreement of the parties) the University President shall provide the employee, in writing, one of the following:
  - 1. a statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or
  - 2. a statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or
  - 3. specifications of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or
  - 4. the terms upon which the matter is to be settled; or
  - 5. a notice of intent to seek termination.
- E. If the University President serves a notice of intent to seek termination, the following procedure shall apply:
  - 1. A termination proceeding shall be initiated by the University President serving notice of intent to seek termination, including a statement of reason for termination of the employee by registered or certified mail, return receipt requested, addressed to the employee's last known address with a copy to the Union. Such mailing of the notice or other documents under this Article shall constitute service.
  - 2. An employee served with a notice of intent to seek termination shall have a right to a formal hearing before a committee of five employees selected from the respective employees in Appendix A. If, within 14 days of service of a notice the employee delivers to the University President a written request for a formal hearing including a designation of two employees to serve on the committee, then within 14 days of delivery of such a request, the University President shall select two employees to serve on the committee. If the employee files a timely request for a hearing, additional time may be requested for selection of committee members. The four employees so selected shall select the fifth member of the committee. If a committee fifth member is not selected by the method described above, then the University President, in consultation with the Chapter President, shall appoint the remaining member of the Hearing Committee. The committee shall select a chairperson from the committee members.

3. An employee served notice of intent to seek termination who timely requests a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 20 workdays prior to commencement of the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of their choice. Legal counsel may be present to advise the University or the Union but shall not have an active role in the hearing. However, should the employee select legal counsel as their counselor/advisor, the University and the Union will have the option of being represented in a like manner. When practicable, the employee shall be present but such presence is not required for the proceeding to go forward. Procedures to be followed by the Hearing appear in Appendix C in this Agreement.
4. A verbatim record of the hearing will be taken and a transcript will be provided to the employee. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.
5. The committee shall make a good faith effort to hold full-day hearing sessions, five days per week, on days when the University is in session. The Board will offer appropriate release time to employees serving on the committee. A termination hearing shall not exceed, in the aggregate, a period of three months unless extended by a majority vote of the Hearing Committee. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The findings and recommendations of the Hearing Committee shall be reduced to writing and served on the employee and the University President within 20 Days after the conclusion of the hearing. If the University President rejects the report, they shall state in writing the reasons for doing so to the Hearing Committee and the employee and provide 14 days for delivery of a written response. If the Hearing Committee concludes that adequate cause has not been established, it will so recommend in writing, with supporting reasons to the University President. If the Hearing Committee concludes that adequate cause for a sanction less than dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President.
6. The recommendation of the University President, along with that of the Hearing Committee, should it not concur with the President, shall be delivered to the Board for final action.
7. If the employee does not request a hearing in accordance with 35.02.E.2 or if a Hearing Committee fails to provide its findings and recommendations within 20 workdays after conclusion of the hearing the University President shall submit their recommendation to the Board for final action.
8. An employee terminated for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.
9. An employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in their appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the employee will be imposed, the employee will be restored to their appointed position.

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

All actions imposed upon employees pursuant to this Article are subject to the Article on Grievance Procedure.

# **ARTICLE 36 IASPARP PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

**Sections 36.01 – 36.08 refer to Instructors.**

**Sections 36.09 – 36.15 refer to Academic Support Professionals. Sections 36.16 – 36.21 refer to Academic Resource Professionals. Sections 36.22 – 36.23 refer to all three employee groups.**

## **36.01 Assignment of Duties for Instructors**

The professional obligation of an Instructor is composed of assigned teaching/primary duties, which will be specified in the letter of appointment. The Instructor will receive a period of appointment and the percent of appointment based on the following schedule.

Instructors may participate in professional development activities. The CTL and Office of Equity, Diversity and Inclusion will maintain lists of approved professional development activities. An Instructor who completes one of the approved professional development activities. An Instructor who completes one of the approved activities will receive .5 CHs assignment. Professional development activities not on the lists may be used with prior approval of the CTL or Office of EDI. Limit 1 CH per 9-month assignment.

## **36.02 Assignment of Duties for Instructors**

A. The assigned obligation of an Instructor shall be as follows:

Period of Appointments	Range	% Appointment
Two Academic Terms	21 to 24 Credit Hours	100%
One Academic Term	10.5 – 12 CHs	100%

Less than 10.5 CHs paid pro rata based on 12 CHs

The percent of appointment is determined by the Credit Hour value assigned to the course load using the Credit Hour. Final work effort is calculated using both the Credit Hour and Instructional Effort Indicator (IEI). Instructors shall be paid at the overload rate specified in the Article on Compensation in this Agreement for IEIs as related to the percent appointment. Instructors on a 9-month assignment of duties form who are assigned 21-24 Credit Hours and whose workload is decreased to between 18-21 Credit Hours due to a course being canceled will be designated full-time only for the purposes of benefits.

### **B. Art Studio Instructors**

2 studios in one academic term = 75% appointment  
2 studios per term on a 9-month contract = 75% appointment  
3 studios in one academic term = 93.75% appointment  
5 studios on a 9-month contract = 93.75% appointment  
6 studios on a 9-month contract = 100% appointment plus 3 CHs paid in overload

## **36.03 Assignment Process for Instructors**

A. The Provost/Vice President for Academic Affairs shall develop the forms to be used to record officially assigned duties, the timetable for the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The Provost/Vice President for Academic Affairs will review the forms and timetable with the Chapter President

before they are distributed to Instructors. A copy of the timetable will be made available to employees on NEIUport no later than October 15 unless otherwise agreed to by the Chapter President and the University President.

- B. The obligation of an Instructor may be assigned in any combination of Credit Hours, as applicable.
- C. An Instructor shall be provided an opportunity to discuss the official assignment of duties or any modification in the official assignment specified in their letter of appointment.
- D. The assigned obligation of an Instructor may be on the NEIU main campus, the Jacob Carruthers Center for Inner City Studies, the Center for College Access and Success, El Centro, a University Center of Lake County site, or some combination thereof. Travel expenses will be reimbursed consistent with the State of Illinois travel regulations.

#### 36.04 Instructor Accessibility

##### Office Hours

Instructor interaction with individual students, other Instructors, faculty, and University staff is recognized as essential in a successful learning environment.

###### A. Academic Year

To provide individual student access a full-time Instructor with a combination of in-person/remote courses will hold five office hours, or four hours per week if all office hours are held on campus. Full-time Instructors and part-time Instructors employed at 50% (or more) with at least one in-person course will hold 50% of office hours in person at a NEIU campus. Part-time Instructors teaching courses remotely or not held on NEIU campuses (e.g., field experiences) and Instructors employed less than 50% may hold office hours remotely, although in-person office hours are encouraged. Instructors at less than 100% appointment will hold office hours adjusted pro-rata to their percent employment based on 4 office hours per week (For instance, an Instructor with a 75% appointment would be required to hold 3 office hours per week).

###### B. Summer Sessions

During Summer IA and II, office hours shall be as follows: Faculty assigned nine Credit Hours or more shall hold four office hours each week. An assignment of 6-8 Credit Hours shall be accompanied by three office hours each week while a faculty assigned 3-5 Credit Hours shall schedule 1 ½ hours each week. During Summer IB, office hours shall be as follows: Faculty assigned nine Credit Hours or more shall hold three office hours each week. An assignment of 6-8 Credit Hours shall be accompanied by two office hours each week while a faculty assigned 3-5 Credit Hours shall schedule 1 ½ hours each week. These hours shall be scheduled to allow reasonable access and shall be posted and reported to the Department Chair by the end of the first week of the semester or summer session.

###### C. To allow for Instructor-Student conferences, the University will provide appropriate office space for all Instructors so that Instructor-Student confidentiality will not be jeopardized. At the beginning of each Academic Term, the Chair of the Department will determine the use of remote office hours. At the discretion of the Chair of a Department, if more Instructors are assigned to an office than is appropriate, all would be allowed to use remote office hours to meet their office hour schedule via the Internet and online communication and not be set to any specific hours.

#### 36.05 Credit Hours and Instructional Effort Indicators

- A. The Credit Hour and Instructional Effort Indicator Guidelines appear in the Credit Hour and Instructional Effort Indicator (IEI) for Instructors Article and shall remain in effect for the life of this Agreement.
- B. The Department Chair shall develop, and may approve, the written assignment of duties using the Credit Hour and Instructional Effort Indicator in this Agreement. The assignment of duties will be forwarded to the appropriate Dean and Provost/Vice President for Academic Affairs for review and/or approval.
  - 1. If the proposed workload assignment exceeds 24 CHs per academic year or the assignment includes research and/or service activities, then the Department Chair shall submit it to the appropriate Dean and the Provost/Vice President for Academic Affairs for review and approval.
  - 2. The Provost/Vice President for Academic Affairs may assign, under special circumstances, Instructors to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, University service, supervision, public service, or service as a department student advisor as part of primary duties.
  - 3. The Provost/Vice President for Academic Affairs adjust the salary of the Instructor based on the IEI value of courses or activities.
  - 4. The Provost/Vice President for Academic Affairs may grant approval of activities such as curriculum development, grant/contract proposal development, research/creative activities, University service, supervision, public service, or service as a department student advisor credit above the percent of appointment. If such credit is granted, it shall be counted toward overload.
- C. If, as part of the assignment of duties, an Instructor is assigned to work on an externally funded grant or contract, the employee may request the Provost/Vice President for Academic Affairs to exclude such work from the Instructor's assigned obligation specified above. The Provost/Vice President for Academic Affairs shall review each request for exclusion individually. If the grant exclusion is denied, the employee may request a meeting with the Provost/Vice President for Academic Affairs to discuss the reason for the denial. If the work is not excluded and the grant/contract budget does not specify the workload value for the activity, then the Provost/Vice President of Academic Affairs shall determine the value of such work in terms of IEI value.

#### 36.06 Overload

- A. A full-time Instructor may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of 24 CHs or their initial Credit Hour assignment or in excess of nine Credit Hours if they have an appointment to perform duties in a Summer Session. Excess work under this section shall be compensated at the overload rate specified in the Article on Compensation in this Agreement. Assignment of involuntary overload shall not exceed one three-Credit Hour course per Academic term or session and shall be compensated as overload for the full credit value of the assignment.
- B. If an employee is absent from their duties, an Instructor may be requested or assigned to perform the absent employee's duties. Except as specified below, the assignment shall be without compensation.
- C. If the assignment is in excess of 24 CHs or their initial Credit Hour assignment or in excess of nine Credit Hours in a summer session and if the assignment exceeds one week within a

semester or the pro rata equivalent of one week within any other academic term, (exclusive of periods when classes are not in session in the case of an Instructor), the Instructor shall receive compensation prorated for the period of assignment as specified in the Compensation Article, beginning with the second week of the assignment.

### 36.07 Summer Session Appointments

- A. Each academic year, the Provost/Vice President for Academic Affairs shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.
- B. Each department or program shall develop and maintain two separate summer session rotation plans and summer teaching rosters: one for Teaching Professionals and one for Instructors. The department shall determine the initial rotation plan to be used in offering Bargaining Unit Instructors Summer Session employment. A Department's rotation plan will be used to determine which, if any, Department employees will be offered departmental Summer Session employment.
  1. Program needs shall supersede a Department's rotation plan in determining which, if any, department employees will be offered departmental Summer Session appointments. Except for special program needs, Bargaining Unit employees shall be given priority over non-Bargaining Unit employees in the award of Summer Session employment.
  2. A department rotation plan shall ensure that Instructors in the department have equal access to departmental Summer Session employment during a Summer Session, except as limited below.
  3. Teaching Professionals shall be given priority over Instructors in the award of Summer Session appointments, except that a full-time Instructor who is replacing a Teaching Professional on leave may hold a temporary appointment for the Teaching Professional's full period of appointment. Instructors will be assigned Summer Session appointments only after Teaching Professionals are assigned or offered six Credit Units.
- C. The Provost/Vice President for Academic Affairs will consult with the Chapter President regarding guidelines for use by Departments/programs for developing their rotation plans. The guidelines will be sent to each Department by the date specified in the University timetable. Departments/programs may revise current rotation plan or develop a new rotation plan to be used for the duration of this Agreement.
- D. By November 1, each Department Chair after consultation with Instructors, shall submit the Department's rotation plan to the appropriate Dean and Provost/Vice President for Academic Affairs for approval. The Provost/Vice President for Academic Affairs shall review all plans to ensure their consistency with University guidelines and shall review all plans to ensure that Instructors have equal access to departmental assignments during a Summer Session. If an Instructor has a Summer Session assignment that is not assigned through the Instructor's Department or which results from an externally funded grant or contract which the employee has obtained, the assignment shall not affect the Instructor's position on the rotation roster. By December 15, the Provost/Vice President for Academic Affairs shall provide to the Department Chair, with copies to all Instructors, a written statement which: (1) approves the Department's rotation plan; or (2) disapproves the Department's rotation plan in whole or in part. In the event of disapproval in whole or in part, the statement will contain the reasons for disapproval and any suggestions for modifications of the plan. If a Department has no approved rotation plan, the Provost/Vice President for Academic Affairs, after consultation with the Chapter President, shall establish a rotation plan for the Department. Once approved or established, a Department rotation plan shall remain in effect for the duration of this Agreement.

- E. A copy of the approved Department rotation plan shall be provided to each Instructor as specified in the University timetable. Each Instructor who desires a Summer Session appointment shall notify their Department Chair by the date specified in the University timetable.
- F. The initial placement of an Instructor on the rotation roster shall be determined by the date of entry into the Bargaining Unit. An Instructor who has a course(s) canceled during one summer or is not assigned 6 Credit Hours to teach in one summer will be placed at the top of the rotation roster for the next summer rotation roster.
- G. An Instructor who has a course(s) canceled during summer may not “bump” (claim) the summer assignment of a Teacher Professional or another Instructor.
- H. A copy of the approved Department/program rotation plan shall be forwarded to the UPI Chapter President. A copy of the summer rotation roster shall be forwarded to the UPI Chapter President no later than November 15 of each academic year.
- I. The reasonableness of an official assignment or modification below, the calculation based on IEI, an assignment of excess duties below, or an assignment as illustrated below, shall be subject to the Article on Grievance Procedure in this Agreement. The sole question to be decided in any such Grievance shall be whether the assignment or specification was reasonable.

#### 36.08 Course Cancellation

An Instructor shall be compensated at a rate of \$100 for all class meetings completed during the first week (or the equivalent) prior to the cancellation of a course during a Semester or Summer Session. Compensation for class meetings beyond the first week of instruction but prior to the cancellation of a course shall be pro rata. An alternate instructional or non-instructional activity may be assigned to replace the cancelled course.

#### 36.09 Assigned Duties of Academic Support Professionals

The professional obligation of Academic Support Professionals as described in their official job descriptions includes a diversity of duties and responsibilities. The assigned duties of an Academic Support Professional shall be reflected in an annual work plan. Each Academic Support Professional shall receive a job description at the time of appointment. Within 30 Days of the appointment each Academic Support Professional will develop with their Supervisor a work plan which specifically reflects the workload assignment for that individual. When an Academic Support Professional has more than one Supervisor, one shall be designated as the primary Supervisor. The primary Supervisor shall coordinate assignment of duties with any and all supervisor to whom the employee reports. Each Academic Support Professional will receive an annual work plan for the next year by the date specified on the University timetable.

#### 36.10 Definition of Assigned Obligation

Each assigned duty in the work plan will receive a full-time effort percentage value.

- A. For Academic Support Professionals, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week exclusive of lunch over the Academic Support Professional's period of appointment, as approved by the Supervisor.
- B. No employee shall work more than 37.5 hours per week without prior approval of their Supervisor. Prior to working more than 37.5 hours, the employee and their Supervisor shall complete the “Equal Time” Off Request/Report Form (Appendix G). The information shall include the specific date(s) and hours to be worked, the proposed “equal time” off including time(s) and

date(s), and once the “equal time” off has been used, a report of the actual time(s) and date(s).

When the workweek exceeds 37.5 hours, “equal time” off shall be granted within a reasonable period of time expended by the Academic Support Professional in performance of their duties. The employee shall submit an “equal time” off form (Appendix G) to the primary Supervisor when hours exceed 37.5 hours. Equal time off shall be used within 60 Days or, should program need prevent the use of “equal time” off within 60 Days, then the Supervisor and the employee shall create a temporary work schedule that reduces the “equal time” off balance to zero within the next 30 Days. The “equal time” off form is posted on NEIUport under the “employees” tab.

- C. In positions where an assigned 37.5-hour work week is not reasonably consistent with program need, the Supervisor, in consultation with the Academic Support Professionals in the unit, shall develop a Unit Workload Document (UWD) wherein the workload obligations of each position throughout the year are clearly stated and provisions for assigning overload are made consistent with Article 36.15. A recommendation for size and duration of overload assignment shall be included in the UWD. The UWD shall be forwarded to the Dean for review and to the Provost/Vice President for Academic Affairs for approval and assignment of overload to the appropriate Academic Support Professionals. Upon approval by the Provost/Vice President for Academic Affairs, the work plan for the Academic Support Professional shall be modified to include the overload assignment. The UWD process shall be completed no later than 45 days from its initiation. UWD processes may arise due to occurrences such as loss of staff and/or changes in programs or services.
- D. The assigned obligation of a part-time Academic Support Professional shall be proportionate to their appointment.
- E. Academic Support Professionals (ASP) may request a flexible schedule and/or a Remote Work Agreement consistent with the assignment of duties contained within this Article and subject to University Policies and Procedures. Employees must receive a determination to work remotely prior to doing so. No employee is authorized to establish or determine their own eligibility for remote work. A flexible schedule is granted at the discretion of the Supervisor and may include, but is not limited to, working fewer than five days in one week and/or working for non-consecutive periods of time in a single day. A remote work schedule may include, but is not limited to, working off campus and/or working part of any day on campus and part of any day off campus. An Academic Support Professional may request a meeting with their Director/Supervisor (with Union representation present, if desired by the employee) to discuss any conflicts that may arise over working a flexible and/or remote work schedule. An employee’s Remote Work Agreement is subject to amendment or revocation by the University if it is in the best interest of the business operations of the University. The employee will be provided in writing the rationale behind the amendment or revocation of the Remote Work Agreement.

### 36.11 Annual Work Plans

- A. The University Contract Administrator shall develop the forms to be used to record the assigned duties and annual work plans for Academic Support Professionals as well as the timetable for review and approval of work plans. The University Contract Administrator will review the forms and timetable with the Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each Academic Support Professional by October 15 unless otherwise agreed to by the Chapter President and the University President.
- B. Each Academic Support Professional and their primary Supervisor shall meet annually at the time of the Academic Support Professional’s annual evaluation to review the Academic Support Professional’s official job description and, on the basis of the job description, to develop a written work plan for the Academic Support Professional. This work plan shall identify priorities among

the duties and responsibilities listed on the job description. It shall provide specification of assigned duties, shall state expectations about scheduling, and when appropriate shall identify any specific goals or deadlines which the Academic Support Professional is expected to meet. In preparation of the work plan:

1. "Other duties as assigned," or any category to that effect, shall not exceed 5% of the overall effort.
  2. In any work plan in which advising/counseling or extensive student contact is defined as a priority assignment, the expected range of advisees/contact hours for that work percentage shall be stated in the work plan. The assigned advisor to student ratio shall not exceed advisor-student ratios recommended by professional associations such as NACADA (National Academic Advising Association).
  3. The work plan should be written in categories and percentages that allow for the effective and efficient operation of the unit. The Academic Support Professional's job description and unit mission/purpose shall guide the development of the Academic Support Professional's work plan.
  4. The work plan must include a weekly work schedule if assignment involves duties to be performed outside of the typical 8:30 am to 4:30 pm Monday through Friday university work schedule.
  5. The work plan shall include three professional development days which will be scheduled at the discretion of the Academic Support Professional, consistent with the operational needs of the Department/unit. A pool of funds shall be established under the relevant VP unit of the university to fund registration costs and travel for ASPs to participate at in-person professional development events.
  6. Over each two-year period, ASPs shall devote at least 1 day of professional development to inclusive and equity-minded practices. ASPs will report such activities to their director for inclusion in their annual evaluations.
- C. Each Academic Support Professional will develop an annual work plan with their primary Supervisor and shall submit it to the Dean for review and the Provost/Vice President for Academic Affairs for approval. Each Academic Support Professional shall receive a copy of their approved work plan for the next year by the date specified in the University timetable.
- D. In an Academic Support Professional's annual evaluation, the work plan for the year under evaluation shall be the guideline for evaluating performance of the duties and responsibilities listed on the job description.

### 36.12 Modification of Official Job Descriptions

- A. If program need is such that the Provost/Vice President for Academic Affairs wishes to modify an Academic Support Professional's official job description, the Supervisor shall consult with the individual about the proposed modification, providing the Academic Support Professional and Chapter President with a copy of the proposed modification and justification based on program need. The Academic Support Professional may request a meeting with the Contract Administrator, the Supervisor(s), and a Union representative to discuss the proposed modification of the official job description and may attach a statement responding to the proposed modification and forward it to the Provost/Vice President for Academic Affairs. The Academic Support Professional shall receive a copy of any modification of their official job description. Any changes

- in an Academic Support Professional's official job description may be grieved if the employee believes the change was done in an arbitrary, retaliatory, or capricious manner.
- B. Modifications of official job descriptions shall become effective on the date specified on the modified approved description. The Academic Support Professional shall receive a copy of the modified job description prior to the effective date and a new work plan reflecting the modification.

#### 36.13 Modification of Annual Work Plans

If during the period to which a work plan applies, a significant permanent change occurs in the assigned duties specified on an Academic Support Professional's annual work plan, this change will be reflected in a written modification of the work plan within 30 days after the change. If such a change constitutes an increase in workload, the work plan shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with Section 36.15. Any changes in the employee's workplan that they believe were done in an arbitrary, retaliatory, or capricious manner shall be subject to the Grievance Article in the Agreement.

- A. An Academic Support Professional may request modification of their work plan. Such a request shall be made in writing to the Academic Support Professional's primary Supervisor. The employee may request a meeting with the Contract Administrator, the Supervisor, and a Union representation to discuss the proposed modification of the official work plan.
- B. If program need is such that an Academic Support Professional's primary Supervisor wishes to modify the individual's work plan, the supervisor shall consult with the Academic Support Professional about the proposed modification, providing a copy of the proposed modification and justification based on program need to the employee. The Academic Support Professional may attach a statement to the Supervisor's recommendation of the proposed modification to the Provost/Vice President for Academic Affairs. The employee may request a meeting with the Contract Administrator, the Supervisor(s), and Union representative to discuss the proposed modification of the official workplan. The Academic Support Professional shall receive a copy of any approved modification of their work plan within 30 days of the change. Any changes in an Academic Support Professional's work plan may be grieved if the employee believes the change was done in an arbitrary, retaliatory, or capricious manner.
- C. The date upon which any approved modification of an annual work plan becomes effective shall be specified in the written modification of the work plan.

#### 36.14 Scheduling

Scheduling shall be flexible to accommodate the changing program needs of the University and its mission. A permanent change from the annual work plan work hour schedule shall only be made with concurrence of the affected employee(s). The exercise of discretion necessary for the performance of professional duties shall bear a reasonable relationship to the Academic Support Professional's total assignment of duties and shall be subject to the consideration of maintaining the effective operation of the Department/unit. The employee may request a meeting with the Contract Administrator, the Supervisor, and a Union representative to discuss the proposed modification of the work schedule.

#### 36.15

- A. With the approval of the Provost/Vice President for Academic Affairs, a special overload project may be assigned to an Academic Support Professional that requires the performance of duties in excess of the employee's full-time effort. It must be identified as a special project and must have a specific beginning and end date.

- B. An Academic Support Professional given a special overload project assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed 40 percent of the base salary the individual will receive during the special assignment period.
- C. An Academic Support Professional on a special assignment may also have their normal work schedule adjusted by the Provost/Vice President for Academic Affairs to reflect work on the special assignment. In the event that the Academic Support Professional's work schedule is adjusted to reflect work on the special assignment, the work plan shall be rewritten to reflect 100% employment.
- D. An Academic Support Professional assigned overload as a result of the review of a Unit Workload Document (UWD) described above shall be compensated on a pro rata basis. Overload compensation may not exceed 40 percent of the base salary.
- E. An Academic Support Professional may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, activities, or duties in excess of full-time effort. Assignment of involuntary overload shall not exceed three hours per week for more than 4.5 months.

#### 36.16 Professional Obligations of Academic Resource Professionals

The professional obligation of an Academic Resource Professional is to perform assigned primary duties and activities. Any assigned primary duty or activity will be reflected on an assignment of duties form and will receive a Credit Hour value as specified in Article 37.

#### 36.17 Definition of Professional Obligation of Academic Resource Professionals

- A. The workload assignment of a full-time Academic Resource Professional shall be 36 Credit Hours over a 12-month period. Alternate start dates may be required based on the needs of the Department.
- B. If an employee is employed for less than a 12-month period, their workload assignment shall be reduced in proportion to the length of appointment.
- C. If an employee is employed on a part-time basis, their workload shall be proportionate to the appointment.

#### 36.18 Workload Composition for Academic Resource Professionals

- A. The responsibilities of each Academic Resource Professional will be described in an annual workload assignment document that will identify primary duties and activities for the period of employment using Credit Hour Guidelines (see Article 37).
- B. The workload assignment for Academic Resource Professionals will be devoted 100 percent to primary duties. Exceptions shall be based on program need and approved by the Provost/Vice President of Academic Affairs.
- C. Academic Resource Professionals may request a flexible hours schedule consistent with the assignment of duties contained within this Article. A flexible hours schedule may include, but is not limited to, working fewer than five days in one week or working off campus with prior approval and appropriate reporting. Approval of a request will be subject to the consideration of the effective operation of the unit but will not be unreasonably denied. An employee may request a meeting with the Chair or appropriate Dean (with Union representation present, if desired by the

employee) to discuss the denial of the request for a flexible schedule or working off campus and/or remote work schedule.

36.19 Workload Assignment Process for Academic Resource Professionals

- A. Each Academic Resource Professional shall receive a draft of their workload assignment for the next academic year from their Chair according to the established timetable from the Provost/Vice President for Academic Affairs.
- B. The Academic Resource Professional shall be given the opportunity to meet with the Chair to discuss the workload assignment. If the workload assignment does not generate overload, then it is approved by the Chair and forwarded to the Dean and Provost/Vice President for Academic Affairs for review and approval.
- C. If the workload assignment exceeds 36 CHs, then it will be submitted to the Dean for review and forwarded to the Provost/Vice President for Academic Affairs for review and approval.
- D. Each Academic Resource Professional shall receive their approved work assignment on or before the date stipulated in the timetable.

36.20 Scheduling of Assignments for Academic Resource Professionals

- A. The workweek schedule for Academic Resource Professionals will be determined by the Chair in consultation with the Academic Resource Professional. The workweek for part-time Academic Resource Professionals will be adjusted proportionally.
- B. Assignments of scheduled activities for Academic Resource Professionals shall be subject to the consideration of the effective operation of the Department and shall bear a reasonable relationship to the employee's total Credit Hour assignment of primary duties and activities.

36.21 Overload

An employee may be requested to perform primary duties above and beyond the normal workload. In such a case, the Chair and the employee will determine whether to reduce or to remove other assignments from the assigned workload or to agree upon an overload assignment with the Credit Hour value identified in Article 37. Overload shall be compensated at the rate identified in the compensation article of this Agreement.

36.22 Outside Employment for Instructors, Academic Support Professionals, and Academic Resource Professionals

- A. An employee's performance of professional obligations to the University as specified in this article on professional responsibilities and assignment of duties, in the approved criteria for evaluation, and in terms of this Collective Bargaining Agreement, is primary and shall be given priority over any outside employment. Active participation by the employee in outside employment shall not interfere with the individual's assignment of duties.
- B. An employee may identify themselves as representing the University in outside employment only when that representation is approved by the University. In the absence of this approval, an employee may not identify themselves as representing the University.

36.23 Reasonableness of Assignment for Instructors, Academic Support Professionals, and Academic Resource Professionals

The reasonableness of an official assignment or modification of an assignment, the specification of a Credit Hour value, or an assignment of excess duties, shall be subject to the Article on Grievance Procedure in this Agreement. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

# **ARTICLE 37 IARP CREDIT HOUR AND INSTRUCTIONAL EFFORT INDICATOR (IEI) FOR INSTRUCTORS AND CREDIT HOURS FOR ACADEMIC RESOURCE PROFESSIONALS**

## **CATEGORY A: TEACHING/PRIMARY DUTIES**

### **Key 1.**

**Most instructional assignments will be calculated using the Credit Hour value of an activity, as listed below. Some assignments will include both a Credit Hour value and an Instructional Effort Indicator (IEI). Activities with IEI value adjustments and activities that receive both CH and IEI value are listed below.**

### **Key 2. Art Studio**

2 studios in one academic term	75% appointment
2 studios per term on a 9-month contract	75% appointment
3 studios in one academic term	93.75% appointment
5 studios on a 9-month contract	93.75% appointment
6 studios on a 9-month contract	100% appointment plus 3 CHs paid in overload

### **Key 3. Music**

a. Studio	1 contact hour = 0.65 CH
b. Small Ensemble	1 Credit Hour = 2 CH
c. Large Ensemble	1 Credit Hour = 3 CH

### **Key 4. Natural Science Laboratories**

100- and 200- level	CH equal lab hours
300- and 400- level:	CH equal lab hours

### **Key 5. Physical Education Activity**

1 hour of activity = 0.75 CH

### **Key 6. Student Teaching Supervision**

- a. Seminar/Classroom CHs=Contact hours for each section (e.g., 3hr.=3CHs minimum)
- b. 1.0 CHs per student teacher

**Key 7. Supervision of Clinical Experiences**

Field Experiences, Internships, Practica

- a. Seminar/classroom CHs=contact hours for each section
- b. 0.5CHs per student

**Key 8. Individual Instruction**

Maximum of 3 CHs per term for any one faculty member from all Key 7 categories. A maximum of one tutored study (8c) may be assigned per term unless otherwise agreed to by the University Contract Administrator and the UPI. A tutored study may not be assigned on an initial assignment of workload.

<b>a. Independent Study</b>	0.2 IEI per student per term, 1 Credit Hour course
	0.35 CIEI per student per term, 2 Credit Hour course
	0.5 IEI per student per term, 3 or more Credit Hours
<b>b. UWW Advising</b>	(maximum of 6 terms for any one student)
	0.8 IEI per student in first and last terms
	0.3 IEI per student in all other terms or the appropriate CHs for an independent study
<b>c. Tutored Study</b>	Any tutored study that is assigned as CH must have prior mutual approval of University Contract Administrator and UPI.
	0.2 IEI per student per term, 1 Credit Hour course
	0.35 IEI per student per term, 2 Credit Hour course
	0.5 IEI per student per term, 3 or more Credit Hour course
	0.65 IEI per student per term, 4 Credit Hour course

0.8 IEI per student/term, 5 or more Credit Hours

**Key 9. Undergraduate and Graduate Thesis Advising, and Master's Project Advising**

Masters Project when students enroll for a minimum of 3 Credit Hours in one semester.

- |                                               |                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------|
| a. Student Registers (semester 1)             | 0.5 IEI                                                                           |
| b. Thesis Completed and Accepted (semester 2) | 1.0 IEI                                                                           |
| c. Thesis work beyond 2 semesters             | 0.3 IEI per semester (limit 2 semesters)                                          |
| d. Thesis/project or dissertation             | 3 CHs per semester – committee member substantively involved in student's project |
| e. Program Capstone Evaluation                | 1 CH per student submission                                                       |

**Key 10. Team Teaching Adjustment**

(0.5 – 2.0 CH) (limit up to 1 CH per academic year may be included in the first 18 CHs).

- |                                                                                                        |                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| a. One course divided between 2 or more faculty members/instructors of record (present at all classes) | CHs for course divided equally and each faculty member/instructor of record receives additional CH assignment for team participation |
| b. Two courses taught in tandem or Learning Community                                                  | CHs assigned to faculty/instructor of record for course. Each faculty/instructor receives additional CHs for team participation      |

**Key 11. Coordination Assignments**

Base assignment is 3 CHs per semester. Coordinators with work obligations during the summer get 2 CHs for summer session. See Appendix F for alterations to equivalency table (or equation) for coordinator assignments. Coordinator assignment CHs may be distributed between multiple faculty to meet program needs.

- a. Coordination of inter-departmental/interdisciplinary degree program (Fall/Spring)
- b. Coordinator of intra-departmental degree program (Fall/Spring)
- c. Summer Coordination of inter/intra department degree program

- d. Coordination of service units such as clinics
- e. Coordination of Graduate program during summer session

**Key 12. Union Administrative Assignments**

Drawn from UPI allocation

**Key 13. Other instructional/primary duty assignment.**

Assigned by Provost/Vice President for Academic Affairs

**Key 14. Student Productions**

- a. Direction of Student Production      3 CHs per production
- b. Technical Design of Student Production      1.5 CHs per: lighting, set, costume, sound, video/projection, or prop design

**Key 15. Course Development and Preparation**

(15a, 15b, and 15c must have the prior approval of the Dean and Provost/Vice President for Academic Affairs before the work begins.)

- a. New course development.** (addition to master course file) CHs awarded for the development and the participation in the curriculum review process (1 – 3 CHs)
- b. New course preparation.** (exists in master course file but not part of instructor teaching portfolio) CHs awarded for the development and the participation in the curriculum review process (1-3 CHs)
- c. Conversion of a course to hybrid or online offering.** (course exists in master course file and faculty teaching portfolio). (CHs awarded one time only per course unless otherwise compensated). (1-3 CHs)
- d. Multiple preparations.** (Seven or more preparations in two semesters does not include individual instruction; 0-.5CHs for each preparation after six)

**Key 16. Multiple NEIU or other instructional sites.**

0.4 CHs per site beginning with second site. Travel and per diem reimbursed consistent with State of Illinois regulations.

**Key 17. Class size adjustments**

are based upon the University's census (20th Day) enrollment count during the semester and the University's census enrollment count pro rata equivalent during summer sessions. Size must be within limit approved in advance by appropriate Dean in order to be eligible for adjustment.

- a. English 101, 102, 376, English Language Program 090, 099, 114, 120; Math 090, 091; 092; Read 095 and all developmental and approved Writing Intensive Program courses approved through governance.
- b. Other Undergraduate Courses
- c. 400-level Courses

<b>Added CHs</b>	<b>17(a)</b>	<b>17(b)</b>	<b>17(c)</b>
.12	16	30-34	11-12
.24	17	35-39	13-14
.36	18	40-44	15-16
.48	19	45-49	17-18
.54	20	50-59	19-20
.60	21	60-69	21-22
.66	22	70-79	23-24
.72	23	80-89	25-26
.78	24	90-99	27-28
.84	25	100-119	xx
.90	xx	120-139	xx
.96	xx	140-159	xx

**Key 18. Cross-Listed Courses**

Course type and level will be those of the listing with the larger (largest) enrollment. Combine all enrollments for the purposes of (Key 17 above)

**CATEGORY B: SERVICE CREDIT HOUR EQUIVALENCIES.**

**Key 19. General Organizational Support Service**

**(0.5 CHs/activity)**

- Elected/appointed member of college or university committee
- Elected member of college or university governance committee
- Member of program, department, college, or university search committee
- Sponsorship of officially approved student organization, club, or honors society
- Approved professionally related public/community service

- Other general service activities assigned by the Provost/Vice President for Academic Affairs

**(1 -3 CHs/activity)**

- Assessment activities or writing reports to meet accreditation requirements
- Advising undeclared students or students enrolled in academic minor programs
- Member of union committee or task force (from UPI allocation)
- President of a National/International Professional Association
- Conference Organizer for National/International Professional Meeting
- Planner/Coordinator of a symposium, conference, panel, or poster session
- Other general service activities assigned by the Dean and Provost/Vice President for Academic Affairs

**Key 20. Advising Undergraduate Majors and Graduate Students**

Each department/program whose faculty provides advising to over 50 students (graduate and/or undergraduate) will be able to take a 3 CH primary duty allocation to use as a course release for a faculty member to have more time to devote to advising students. Programs with over 100 students will be able to take two, 3 CH primary duty assignments. If a program accepts the course release, there will be no service credit for the 50 students in the calculations below. A program may decline the primary duty CHs.

Each faculty member not receiving primary duty CHS for advising will receive advising CHs according to the formula:

.05 service CHs for each student advisee

All of the advising service CHs allocated in a program will be totaled and that number will be added to the research/creative activities pool in 23.05.B.

The allocation of CHs under this article will be reevaluated and updated by a joint Administration/UPI committee during the Spring of 2024.

**Key 21. Departmental Administrative Assignments**

(1 – 3 CHs/term)

(e.g., Associate Chair, scheduling, website or database maintenance, program assessment development or coordination, maintenance of instructional facilities and equipment such as labs and studios)

- a. Search Committee Coordination. Chair of Program, Department, College, or University Search Committee (3 CH per search)
- b. Shared Governance. Chair of University Planning and Budget Council (3), Faculty Senate (3 service & 3 primary duties), Faculty Council on Academic Affairs (3), University Personnel Committee (3)

**Key 22. Special College or University Level Assignments**

Including College-wide or University-wide Program Review and Accreditation Responsibilities—CHs variable.

**Key 23. Fellowships and Externally Funded Activities**

CHs proportional to time allocated to activity; 1/3 time equals 3 instructional CHs per academic semester or term.

**Key 24. Other Administrative Activities**

As assigned by the Provost/Vice President for Academic Affairs.

**CATEGORY C: RESEARCH AND CREATIVE ACTIVITIES CREDIT UNIT EQUIVALENCIES**

Inclusion of these activities must have approval of the Provost/Vice President for Academic Affairs. The Provost may assign these activities under special circumstances.

**Key 25. General Research and Creative Activities**

(Credit Hour range 0.5 - 2 IEI per activity)

- a. Mentoring student research or creative activities \*
- b. Participation in Research Community \*
- c. Reviewer or member of editorial board
- d. Member of Institutional Review Board

- e. Participation in ongoing research/creative project
- f. Presentation of conference paper or poster session or symposium
- g. Symposium discussant or invited speaker
- h. Development of book proposal/edited volume/textbook
- i. Development of grant proposal
- j. Participation in local or state exhibitions or performances
- k. Presenter of Workshop/Class
- l. Other research/creative activities as assigned by the Department Chair and approved by Dean and Provost/Vice President for Academic Affairs.

\* if student is not registered for course

#### **Key 26. RESEARCH AND CREATIVE ACTIVITIES PRODUCTION**

(Credit Hour range 2 - 3 IEI per activity)

- Chair of NEIU Institutional Review Board
- Editor of Professional Journal
- Participation in juried international or regional exhibition or performance
- International, national, regional, or local commissioned or contracted work or performance
- Preparation of article, book, performance, or creative work
- Other research/creative productions as identified and documented by the Teaching Professional and assigned by the Department Chair and approved by the Dean and Provost/Vice President for Academic Affairs.

#### **CREDIT UNIT EQUIVALENCIES FOR ACADEMIC RESOURCE PROFESSIONALS**

##### **A. Counseling Academic Resource Professionals**

In addition to specific categories and guidelines listed below, the Credit Unit guidelines for instructional/primary duty, service/administrative responsibilities and research/creative activity assignments will be utilized for Counseling Resource Professionals as applicable.

- |                                       |                                              |
|---------------------------------------|----------------------------------------------|
| 1. Direct counseling responsibilities | 1-2 CH/period/term including evening periods |
| a. Weekly at-large periods            |                                              |

b. Direct counseling with students	1-8 CH/term
2. Program development of academic, personal growth, and career experiences	
a. Program Planning / Design	1-4 CH/term
b. Program Evaluation / Assessment	1-3 CH/term
3. Program delivery of muddles, workshops, support groups, regularly-scheduled group counseling sessions, courses, new student orientations	1-3 CH/term
4. Staff orientation, training, and development	1 CH/term
5. Visitation, liaison, outreach to agencies, schools, organizations, and associations	1 CH/term
6. Instruction of credit classes	Per Credit Hour
7. Assigned research to facilitate	1-2 CH/term Counseling Office Functions
8. Research	See Category C for Teaching Professionals
9. Service	See Category B for Teaching Professionals

## B. Library Academic Resource Professionals

In addition to specific categories and guidelines listed below, the Credit Hour guidelines for primary duties will be utilized for Academic Resource Professionals as applicable.

1. Collection Development/Subject Specialist
  - a. Includes collection analysis activities, book and material selection, fund management, evaluation and selection of electronic and Internet resources, liaison with faculty in assigned academic departments/programs, participation in the Library's Collection Development Committee, etc.
  - b. CHs vary based upon budget allocation, number of titles purchased, number of subscriptions managed, fund type (subject and non-subject), number of departments/programs involved, cost of materials, approval vs. direct orders, serial vs. monograph orders, time allocated to activity, etc.
2. Cataloging/Metadata Creation and Classification

- a. Includes original cataloging/metadata creation for all formats of library materials and digital objects, assigning call numbers, analyzing and evaluating vendor-supplied bibliographic records, interpreting/applying cataloging rules and principles of knowledge management, etc.
- b. CHs variable based upon time allocated to activity.

3. Data Base Development and Online Library Systems Maintenance

- a. Includes coordinating the operation of online systems; system administration; entering and editing records/holdings in consortial and local systems; maintaining metadata and authority control data; converting manual files into machine-readable form; maintaining patron files; maintaining computer-based files of print and online serial holdings; digital library development/maintenance activities; creation/control of digital objects in online systems; evaluation, selection, and implementation of systems; system migration, etc.
- b. CHs variable based upon time allocated to activity and level of responsibility.

4. Scheduled Reference Services

- a. Includes direct reference service scheduled at a public service desk or scheduled online reference service.
- b. CHs based upon hours scheduled per week. Formula used is one hour per week for one year = 1.0 CHs.

5. Unscheduled Reference/Information/Services/Instruction Services

- a. Includes providing backup and other unscheduled reference service, such as consultation with patrons away from service desks, mediated database searches for patrons, group or individual library/information literacy instruction, and preparation of instructional materials, etc.
- b. CHs vary based upon extent of responsibility and time allocated to activity. Backup reference desk coverage at rate of 1 CH for 35 hours of coverage over the year.

6. Library Instruction/Creation of Instructional Materials

- a. Includes providing group or individual library/information literacy instruction and/or orientations and preparing print or online instructional materials or pathfinders.
- b. CHs variable based upon number and level of sessions, number of preparations, and time allocated to activity. Library instruction/information literacy sessions normally at rate of 1 CH for 13 classroom instruction hours.

7. Function Coordination
  - a. Credit Hour assignments in this category are limited to Academic Resource Professionals who coordinate an area or major function within the Library.
  - b. Includes establishing work schedules, establishing departmental policies, interpreting and implementing Library policies, preparing internal reports, collecting and maintaining records and statistics, etc.
  - c. Includes the coordination of new systems evaluation, selection, and implementation.
  - d. Includes coordination of system migration.
  - e. CHs variable based upon level of assigned activity, budget, staff size of the unit coordinated, and time allocated to activity.
8. Function Support Activities/Staff Supervision and Training
  - a. Support activities may include overseeing workflow, participating in area planning and policy making; collecting, analyzing and reporting data and performing any assigned activity which supports a larger Library function or unit (such as maintaining or revising the online catalog, authority files, standing order files, etc.).
  - b. Staff supervision and training includes direct supervision as well as answering staff questions or providing direction, and development of materials for and presentation of training programs.
  - c. Credit Hour assignments in this category are available to all Academic Resource Professionals, including function coordinators.
  - d. CHs variable based upon number of civil service and student aides supervised, level of responsibility, and time allocated to activity.
9. Acquisition of Materials
  - a. Includes oversight of purchase order preparation, vendor identification and selection, budget control, related order file maintenance, etc.
  - b. CHs only available if not assigned for Keys 7 and/or 8 above.
  - c. CHs vary depending upon volume, vendors involved, time allocated to activity, etc.
10. Circulation
  - a. Includes oversight of systems and procedures for maintaining the physical availability of materials, controlling their circulation, and providing access to electronic reserves and article delivery.
  - b. CHs only available if not assigned for Keys 7 and/or 8 above.

c. CHs vary depending upon volume, systems involved, and time allocated to activity.

11. Library Website Development and Maintenance

a. Includes design, coordination, and maintenance of the library website; development of new content; evaluating, selecting, and implementing new products.

b. CHs vary based upon extent of responsibility and time allocated to activity.

12. **Service** — See Article 24 Category B for Teaching Professionals.

13. **Research** — See Article 24 Category C for Teaching Professionals

## **ARTICLE 38 INTELLECTUAL PROPERTY**

38.01 Instructional materials, including online instructional materials, are considered traditional works in the category of teaching/primary duty. If these works were specifically commissioned by the University or assigned by the University, they are considered University works. Materials commissioned by the University or assigned by the University include such items as the shell for online courses, and materials (including but not limited to print, digital), assignments, and other course requirements that are part of the faculty master course outline/syllabus submitted through governance. Faculty may retain shared ownership of such developed materials.

Faculty who create instructional materials that are provided to students via online courses or via the internet and are not specifically commissioned by the University, may own said materials. However, any reference to the University must be only to name and identify the faculty member and their position with the University.

38.02 Before NEIU turns to a third party to develop course materials, NEIU will give priority to members of the bargaining unit to create course content. If no bargaining unit member accepts a request to develop course materials in 30 days, NEIU may retain a third party to develop those course materials.

Course material developed as part of a grant is excluded under this section.

## **ARTICLE 39 DURATION AND IMPLEMENTATION**

### **39.01 Duration**

Except as provided below, the terms of this Agreement shall become effective upon execution of this Agreement by the Board and the Union and shall remain in effect through August 15, 2026.

Throughout the duration of this agreement, the academic year shall be defined as August 16 – May 15.

Throughout the duration of this agreement, the contract year shall be defined as August 16 – August 15.

### **39.02 Implementation**

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

### **39.03 Status of Agreement Continuation and Termination Thereof**

This collective bargaining agreement shall renew month to month after its natural expiration date during the period of negotiations between the parties resulting in a successor agreement or until such time either party gives 10 days written notice to the other party of its desire to terminate the agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Agreement to be effective for the contract years 2022-2023, 2023-2024, 2024-2025, 2025-2026.

For Northeastern Illinois University

For University Professionals of Illinois Local 4100

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President, Northeastern Illinois University  
Northeastern Illinois University

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President, Local 4100

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Administrative Negotiating Team Leader

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Chapter President

## **APPENDIX A: CERTIFICATIONS**

CERTIFICATION OF REPRESENTATIVE

ELECTION ADMINISTRATOR  
525 West Jefferson, Suite 200  
Springfield, Illinois 62702

In the Matter of :  
  
AFT Faculty Federation - BOG :  
Petitioner,  
and :  
  
American Association of University :  
Professors, Board of Governors :  
Universities, (AAUP), :  
Intervenor,  
and :  
  
Board of Governors of State Colleges :  
and Universities,  
Employer. :  
:

Board of Governors  
Representation  
Election

CERTIFICATION OF REPRESENTATIVE

An election by secret ballot having been conducted in the above matter under the supervision of the undersigned; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objection having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election within the time provided in the Board of Governors Regulations for Collective Bargaining by Academic Employees. IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for AFT FACULTY FEDERATION - BOG and that, pursuant to Section 4.14 of Board of Governors Regulations for Collective Bargaining by Academic Employees, the said employee organization is the exclusive representative of all the employees in the unit set forth below.

UNIT: Shall include all academic employees employed as of September 15, 1976 at Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University and Western Illinois University the universities under the jurisdiction of the Board holding full-time appointments as faculty, librarians, counselors, and learning services staff at the ranks of instructor, assistant professor, associate professor, professor and at Governor State University only, University Professor.

The voting unit shall not include: (1) employees who hold visiting, clinical, adjunct, affiliate, emeritus, or less than full-time faculty appointments, (2) employees who are employed on a temporary contract or whose positions are primarily funded from sources other than State appropriation's to the Board of Governors universities, (3) students holding appointments as undergraduate or graduate assistants, (4) residence hall counselors and

Appendix A contd.

staff, intercollegiate athletic coaches whose principal duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department chairpersons, or any person employed in an administrative capacity, and (S) confidential, managerial or supervisory employees as defined in the Board of Governors' Regulations for Collective Bargaining by Academic Employees and all other employees.

Signed at Springfield, Illinois  
On the 3rd day of November, 1976.

RECEIVED

NOV 4 1976

JOHN W. REEDERSON  
STATE COLLEGE AND UNIVERSITY

*James A. Alexander*  
Execution Administrator

STATE OF ILLINOIS  
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of  
Board of Governors of State Colleges  
and Universities,  
Employer,  
and  
University Professionals of Illinois,  
BOG Council, Local 4100, American  
Federation of Teachers,  
Petitioner.

Case No. 85-VR-0004-C

CERTIFICATION OF REPRESENTATIVE  
PURSUANT TO NOTIFICATION OF VOLUNTARY RECOGNITION

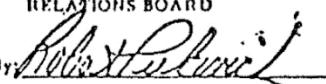
The employee organization, named below, having established its majority in a unit appropriate for the purpose of collective bargaining, and the employer, having met all the requirements of Section VII(B) of the Illinois Educational Labor Relations Act, and no other interested employee organization having timely petitioned the Illinois Educational Labor Relations Board (the "IELRB") to seek recognition as the exclusive representative of employees in the following unit:

NOW, THEREFORE, pursuant to authority vested in the undersigned by the IELRB, University Professionals of Illinois, BOG Council, Local 4100, AFT, AFL-CIO an employee organization, is certified as the exclusive representative of the employees in the unit set forth below, found to be appropriate for the purpose of collective bargaining unit:

See attached.

Signed at Chicago, Illinois  
on the 3rd day of April, 1985.

ILLINOIS EDUCATIONAL LABOR  
RELATIONS BOARD

By:   
Robert Perkovich, Executive Director

IL-548-0045

ATTACHMENT

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

SUBGROUP A: Academic advising, personal and career counseling, and career placement.

SUBGROUP A.1. Academic advisement and counseling and related testing:

Chicago State University: Evaluation and Advisement Specialist; Coordinator of Examinations; Director of Course Scheduling

Eastern Illinois University: Academic Advisor; Coordinator Academic Test Administration

Governors State University: Counselor

Northeastern Illinois University: Educational Program Associate, Title III; Counselor

Western Illinois University: Academic Advisor; Counselor

SUBGROUP A.2. Entrance, placement, and career counseling and advisement:

Chicago State University: Undergraduate Admissions Specialist; Admissions Counselor; Supervisor of Career Planning; Supervisor of Student Activities; Certification Counselor

Eastern Illinois University: Admissions Counselor; Transfer Coordinator Academic Advisor; Assistant Director Career Planning and Placement; International Student Advisor

Governors State University: Admissions Counselor

Northeastern Illinois University: Admissions Counselor; Coordinator, International and Veteran Student Services

Western Illinois University: Admissions Counselor; Assistant to Dean, Graduate Studies; Assistant to Dean, College of Business; Occupational Information and Placement Counselor; Assistant to Director, International Programs; Director, Foreign Student Admissions; Foreign Student Advisor; Certification Officer

SUBGROUP B: Specialized academic programs.

SUBGROUP B.1. Non-traditional academic programs involving specialized segments of the student population:

Chicago State University: Coordinator, University Without Walls; Evening Student Counselor

Governors State University: Program Associate, Center for Learning Assistance; Coordinator of Tutorial

Northeastern Illinois University: Assistant Director, BOG Program; Program Associate, BOG Program; Coordinator, Program for Interdisciplinary Education; Assistant Coordinator, University Without Walls; Coordinator, Women's Studies Program; Coordinator (Director) Women's Services; Center Coordinator, Chicago Teachers Center; Outreach Coordinator, Chicago Teachers Center; Program Associate, Center for Inner City Studies; Program Associate, Project Success; Program Associate, Proyecto Pa'Lante; Counselor/Coordinator, Special Services; Program Associate, Human Resource Development; Coordinator, El Centro

Western Illinois University: Director of Independent Studies; Coordinator, Academic Services; Administrative Assistant, Academic Services; Lecturer, WESL Institute; Assistant Director of Credit Extension; Assistant to the Director of the Library

SUBGROUP B.2. Continuing education:

Eastern Illinois University: Assistant Director of Continuing Education

Northeastern Illinois University: Assistant Coordinator, Field and Continuing Education; Assistant Coordinator, Motorcycle Safety

Western Illinois University: Assistant to Dean,  
Continuing Education

SUBGROUP C: Inter and intradepartment resource, research and  
program support.

SUBGROUP C.1. Research and resource support including  
internships:

Chicago State University: Coordinator, Allied Health;  
Coordinator, Premedical Program; Director of Vocational  
Education Liaison

Eastern Illinois University: Curator, Exhibitions  
and Education

Western Illinois University: Geologic Museum Curator;  
Associate Sponsored Project Administrator; Assistant  
Sponsored Project Administrator

SUBGROUP C.2. Program support:

Eastern Illinois University: Faculty Assistant

Northeastern Illinois University: Intra-mural  
Director

Western Illinois University: Radio Operations Manager;  
Director, Casa Latina; Director, Gwendolyn  
Brooks Cultural Center

Excluding: Supervisory, managerial employees and confidential employees as  
defined in the Act.

THE INCLUSION OF POSITIONS AND TITLES IN THIS UNIT IS SUBJECT TO SUBSEQUENT  
CLARIFICATIONS, ADDITIONS AND DELETIONS BY THE ILLINOIS EDUCATIONAL LABOR  
RELATIONS BOARD.

STATE OF ILLINOIS  
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of  
Board of Governors of State Colleges and  
Universities,  
Employer,  
and  
University Professionals of Illinois,  
Local 4100, IFT/AFT, AFL/CIO,  
Petitioner.

Case No. 95-RS-0013-C

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned by Illinois Educational Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for University Professionals of Illinois, Local 4100, IFT/AFT, AFL/CIO

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

UNIT: See attachment.

Signed at Chicago, Illinois  
On the 1st day of August, 1995.  
Issued: August 29, 1995

*Judie K. Hughes (RS)*  
Illinois Educational Labor Relations Board  
Judie K. Hughes, Acting Executive Director

IL 548-0018

**Agreement: Title Changes for Chicago Teachers' Center Employees who held the title of Program Associate or Professional Hourly**

Effective July 1, 2006, the University will give voluntary recognition for bargaining unit status to Chicago Teachers' Center employees with the following titles: Specialist, Coordinator/Project Manager, and Coordinator/Senior Manager. Under circumstances when the responsibilities of any of the employees in the above categories are primarily supervisory, as defined by the Illinois Educational Labor Relations Act, the positions will be excluded for bargaining unit status by mutual agreement. These positions are contingent upon receipt of sufficient funding (i.e., state appropriated, grant or contract) and are subject to the policies, regulations and procedures of the funding agency, of the Board of Trustees of Northeastern Illinois University, and of the University.

Effective January 1, 2007, professional hourly employees at the Chicago Teachers Center who have worked at 80% or more for one year will be given the title of Specialist and moved into the bargaining unit as hourly employees. Also effective January 1, 2007, these employees will be granted a 3.5 percent increase to their hourly rate of pay and, if said resulting amount is below the hourly minima, receive an additional increase in their hourly rate to the minima hourly rate. See attachment A for hourly minima.

The salary of a Chicago Teachers' Center employee with the title of Specialist or Coordinator, who accepts a bargaining unit position with a changed title and an increase in responsibilities, will receive a stipend. The stipend will not exceed 10% of the employee's current monthly salary. All negotiated increases will be applied to the monthly base only.

A change in bargaining unit position with commensurate changes in responsibilities must be reflected in an amended work plan assignment approved by the Provost. Changes in a bargaining unit position and/or an increase in responsibilities which require the addition of a stipend will be approved only when implemented at the beginning of a grant year or cycle.

*Salme Hajar Steinberg* 11 January 2007  
Northeastern Illinois University Date

*Sean J. Kastman* 13 January 2007  
University Professionals of Illinois Date

**Addition to Article 1, Recognition**

If a new classification is a successor title to a classification covered by this agreement, such classification shall automatically become part of this agreement. The titles Specialist and Coordinator (project Manager and Senior Manager) are in the bargaining unit as successor titles to the title Program Associate at the Chicago Teachers' Center and all hours, wages and working conditions of the collective bargaining agreement previously agreed to shall be fully applicable.

Saline Hayiv Steinberg 11 January 2007  
Northeastern Illinois University Date

Jessica Kugelman 12 January 2007  
University Professionals of Illinois Date

## **APPENDIX B: GRIEVANCE FORMS**

**NORTHEASTERN ILLINOIS UNIVERSITY**  
**UPI Local 4100 Grievance Form**

GENERAL INFO	Month/Day/Year:	Grievance # GR 2022-2025:
NAME (COMPLAINANT)		
HOME ADDRESS & PHONE NUMBER		
OFFICE NUMBER & OFFICE PHONE NUMBER		
EMAIL ADDRESS		
BARGAINING UNIT EMPLOYEE GROUP		
COLLEGE & DEPARTMENT/UNIT		
ALLEGED CONTRACT VIOLATION(S): ARTICLE(S): SECTION(S):		
DISPUTE STATEMENT	To be attached: A succinct summary of the dispute, including dates of acts or omissions complained of, and remedy sought. Include complainant's name and intake number.	

In accordance with Article 20.09, upon submission of this form to the Office of Academic Affairs, the grievance enters an Exploratory Resolution Phase, in which the Union Grievance Representative and University Contract Administrator will attempt to resolve the dispute. This form must be updated regarding the resolution status within ten university business days- see below.

I will be represented by in this Grievance by: (check one) [ ] Union\* [ ] Myself

In accordance with Article 20.02, I understand that this Grievance may not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

---

Signature of Grievant

(Month, Day, Year)

---

Signature of Grievance Representative

(Month, Day, Year)

This Grievance was filed with the Office of Academic Affairs on: \_\_\_\_\_

Received by (check one): [ ] Certified Mail, return receipt requested [ ] Personal Delivery – Acknowledgement: \_\_\_\_\_

**GRIEVANCE EXPLORATORY PHASE - RESOLUTION UPDATE**

DATE		RESOLVED? YES or NO	

If a resolution has been reached, please detail on an attached sheet. If not, the Union Grievance Representative and the University Contract Administrator will attach a brief statement detailing their attempts, and the University will schedule a Grievance Panel Hearing to be held within 10 university business days.

Signature of Union Grievance Representative \_\_\_\_\_

Signature of University Contract Administrator \_\_\_\_\_

Grievance Panel Review will occur on: \_\_\_\_\_  
(Month, Day, Year)

at \_\_\_\_\_ in room \_\_\_\_\_.

Assigned by: \_\_\_\_\_

Date: \_\_\_\_\_

**GRIEVANCE PANEL HEARING – RESOLUTION UPDATE**

DATE		CONSENSUS REACHED? YES or NO		REMEDY REQUIRED? YES, NO, or TBD by President's Review	

Per Article 20.09, the panel will write and attach a joint of individual statement(s) detailing their findings within five university business days.

Approved September 2011  
Revised October 2023

**NORTHEASTERN ILLINOIS UNIVERSITY  
UPI LOCAL 4100  
NOTICE OF INTENT TO ARBITRATE**

Grievance Number: \_\_\_\_\_ Date: \_\_\_\_\_

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

In grievance of:

Name of Grievant: \_\_\_\_\_

This notice was filed with the President's Office on: \_\_\_\_\_ by

(check one)

[        ] Certified Registered Mail, return receipt requested

[        ] Personal delivery

---

Signature of Union President

(Month, Day, Year)

I hereby authorize the UPI Local 4100 to proceed to arbitration with my grievance. I hereby also authorize the union and the University or its representative(s) to use, during the arbitration proceeding, copies of any materials in my personal evaluation file that are pertinent to this grievance and to furnish copies of the same to the arbitrator.

---

Signature of Grievant

(Month, Day, Year)

## **APPENDIX C: HEARING PROCEDURE**

## **Procedures to be followed by the Hearing Committee described in Sanctions and Termination (Articles 30 and 35)**

### **General Provisions**

During the period of service on the committee, a committee member's primary professional obligation is service on the committee. All other professional and employment duties are subordinate to that obligation. Members will be granted appropriate release time which may include: (a) actual hearing sessions, (b) reasonable time to prepare for hearing sessions and (c) reasonable time for the preparation and review of the committee's recommendation to the University President. The chairperson of the committee shall prepare the committee's recommendation to the University President. Members may prepare concurring and dissenting recommendation to a recommendation supported by a majority of the committee. Reasonable release time will be provided for the preparation and review of such concurring and dissenting recommendations.

The Employee who is subject to the hearing may, at their request, have a representative present the Employee's case to the committee. If the person selected to represent the Employee is a member of the bargaining unit, s/he will be given full release time.

The Employee who is subject to the hearing and the University may have at any one time no more than two persons designated to assist such party during hearing sessions. One such person shall be designated as the Employee's representative and spokesperson.

The University shall designate one such person as its representative and spokesperson. Neither the Employee nor the University shall be required to have the same two assistants for each respective hearing session. An assistant will not be given release time.

Any bargaining unit member who is called as a witness before the committee will be granted release time for the time during which s/he is providing testimony before the committee.

At the discretion of the Employee who is subject to the hearing, the hearing will be either open to the public or (b) closed except for observers chosen by the UPI, the University, and the Employee.

If the hearing is open to the public, no observer will be allowed to speak or take part in any way other than observing. Any observer may be barred from the hearing if the committee finds an observer to be disruptive or if the committee determines that the presence of an observer or observers inhibits or prevents the taking of testimony from a witness(es). If the Employee who is subject to the hearing elects to have a public hearing, the University is under no obligation to provide special facilities such as auditoria, and may arrange for their services such security personnel as might be desirable to assist the committee in maintaining proper decorum and order.

If a hearing is closed except for observers chosen by the UPI, the University, and the Employee, the UPI, the University, and the Employee shall submit in advance of the beginning of the hearing a list of names of individuals entitled to observe. Only two individuals, in addition to the parties' designated representatives and assistants for each party selected from such a list, may observe the hearing at any given time. Any observer may be barred from the hearing if the committee finds such an observer to be disruptive.

To preserve the integrity of witnesses, no witness shall be allowed to attend the hearing until such witness has completed direct examination, cross-examination, and any rebuttal testimony. This rule may be waived if the committee, the subject Employee, and the University agree. Prior to testifying each witness shall swear or affirm to tell the truth. The oath or affirmation shall be administered by the court reporter.

The hearing shall be transcribed by a certified court reporter authorized to administer oaths in the State of Illinois. The University and the Union agree to share the costs of the court reporter and copying costs for the transcripts provided to the committee members and the Employee. Requests for expedited copies of the transcript shall be borne solely by the requesting party.

### **Powers of the Hearing Committee**

The committee has the power:

To convene, recess, reconvene and adjourn a hearing.

1. To require, within a reasonable time prior to the first hearing date, from the University and the Employee charged, a list of witnesses each intends to call to testify at the hearing. The committee may allow the University and the Employee to call additional witnesses, and may call its own witnesses, if it deems such action desirable to insure a fair hearing.
2. To require that the University and the Employee produce all documents which it believes are relevant to the hearing.
3. To maintain order at the hearing.
4. To limit the presentation of evidence which the committee believes, redundant, irrelevant, immaterial, or dilatory.
5. To close the hearing at any time upon request of the subject Employee.
6. To restrict access to the hearing or to close the hearing if the committee deems it desirable in the interests of fairness or to maintain proper decorum.
7. To restrict access to the hearing or to close the hearing if the committee believes it is desirable to prevent the intimidation or harassment of any party or witness.
8. To rule on the objections to testimony and other evidence.

None of the forgoing is intended to restrict the committee's general power to take such actions as it deems appropriate to insure a fair hearing. None of the forgoing allows the committee to restrict observers designated by one party without similarly restricting observers from the other party. None of the foregoing allows the committee to dismiss the charges on the request or motion of the Employee either prior to or after the evidence has been taken. The committee's role is to take evidence and make a recommendation. Whether the procedures followed prior to the hearing are in compliance with the Agreement is not an issue to be decided by the committee.

#### **Burden and standard of Proof and Evidence**

The committee shall consider all the evidence bearing of the issues presented without regard to which party produces it. The committee must decide the case based solely on the record of the evidence presented at the hearing. For the purposes of preparation of its recommendation to the University President, the committee is the sole judge of the credibility of any witness and of the weight to be given the testimony of each witness. In determining the credit to be given any witness, the committee may take into account the witness' ability to observe, their memory, the manner while testifying, any interest, bias, or prejudice the witness may have, and the reasonableness of the witness' testimony considered in light of all the evidence in the case. The parties and their representatives have the right to interview witnesses for the purpose of learning what testimony the witness will be giving. The fact that a witness has talked to a party or representative and told such person that to which the witness would testify does not, by itself, reflect adversely on the truth of the testimony of the witness. The credibility of a witness may be attacked by introducing evidence that on some former occasion the witness made a statement or acted in a manner inconsistent with the testimony of the witness before the committee. Only evidence presented at the hearing or requested and stipulated to by the parties before or after the conclusion of the hearing, but before the preparation of the committee's recommendation may be considered.

This is a peer committee hearing procedure, not a court of law. Though the presentation of evidence should be orderly, the strict rules of evidence customary in a formal courtroom are not required. The purpose of the hearing is to consider the facts of the matter and to make the recommendation required by the Agreement on the basis of those facts: i.e., to determine for the purpose of the committee's recommendation whether the allegations presented are true, given the burden and standard of proof required by the Agreement and to recommend whether termination, a lesser sanction, or no sanction at all is warranted. "Adequate cause" is defined in the Agreement. "Clear and convincing evidence in the record considered as a whole" means that measure or degree of proof which will produce in the mind of the committee a firm belief or conviction as to the allegation sought to be established; it is more than a mere preponderance, but not to the extent of such certainty as beyond a reasonable doubt as in a criminal case. The committee should make its recommendation concerning the evidence and the conduct of the hearing with a clear focus on its task. Failure of the Employee charged to participate in the hearing process will not prevent the hearing from proceeding to its completion. Failure by the University to participate in the hearing process before the committee will result in the dropping of the charges.

#### **Hearing Procedures**

1. The hearing shall be called to order by the Committee Chair.
2. The chair shall read aloud a statement of the charges and a copy thereof shall be made a part of the record.
3. The committee shall accept joint stipulations with respect to testimony and documentary evidence.
4. The university representative may make an opening statement or may choose to waive an opening statement. The committee may limit the statement for either party to not less than 15 minutes.
5. The Employee or their representative may make an opening statement, may waive an opening statement, or may defer an opening statement to the beginning of the presentation of the Employee's defense.
6. The University shall call its witnesses. The University may not call the charged Employee as part of its case in chief.
7. After each respective witness testifies, the Employee, or the Employee's representative, but not both, may cross-examine each witness.
8. After completion of such cross-examination, the university representative may conduct a redirect examination. Redirect examination shall not go beyond the scope of the cross-examination.
9. After the completion of redirect examination, the Employee or Employee's representative may conduct recross-examination relating to testimony given on redirect examination.
10. The redirect- and recross-examination outlined above will continue until one party chooses not to exercise the option to conduct such examination, or unless the committee finds that the process has become redundant or dilatory.
11. After the foregoing examination of each respective witness has been concluded, the committee members shall each be given the opportunity to question the witness directly. After the conclusion of questions by the committee, either party, beginning with the University, may choose to question further a witness on issues raised by the committee's questioning.
12. Upon the conclusion of the presentation of all the university evidence, the University shall rest its case subject to its right to rebut new evidence raised by the defense.
13. The Employee or the Employee's representative may make an opening statement if such statement has not been previously presented.
14. The Employee shall call their witnesses.
15. The steps outlined in numbers 7 – 10 above shall be repeated except that the direct and redirect examinations shall be conducted by the Employee or the Employee's representative and the cross- and recross-examinations shall be conducted by the university representative.
16. Step #11 shall be repeated except that the defense may exercise the first option to question the witness.
17. The Employee shall rest its case.
18. The University may present rebuttal evidence and the above cross- examination and recross-examination, if necessary, shall be repeated.
19. The Employee or the Employee's representative may present rebuttal evidence. The above cross-examination, redirect examination and recross- examination procedures, if necessary, shall be repeated.
20. The parties shall present their closing statements. The committee shall decide whether oral or written statements should be taken. If both parties desire to make an oral closing statement and the committee concurs, then the University will make its statement first. Oral closing statements may be made immediately at the conclusion of the evidence or at a subsequent hearing date no later than seven calendar days after the conclusion of the presentation of the evidence. Any written closing statement shall be submitted to the chair of the committee by certified mail postmarked no later than 14 calendar days after all the evidence has been submitted to the committee. Any party making a written closing statement shall submit an extra copy thereof to the committee together with an appropriate envelope, postage prepaid, addressed to the opposing party. The committee chair shall deliver such written closing statements by mail simultaneously to the respective parties. The committee will not accept or distribute a written closing statement postmarked more than 14 calendar days after all the evidence has been submitted to the committee.
21. After reviewing the hearing transcripts, stipulations and other evidence, the committee shall deliberate. The committee is expected to meet promptly and regularly for purposes of deliberation.
22. No later than 30 calendar days after receiving the transcript of the hearing, the committee will submit by certified mail its written recommendation, including its findings to the University President, the Employee, and the Chapter President.

**Final Notes**

Nothing in these procedures may be interpreted or applied in a manner contradictory or inconsistent with the provisions of the Agreement. These procedures are designed only to clarify and implement Articles 30 and 35 of the Agreement and not to supersede it.

If at any time the committee is uncertain as to the meaning of these procedures and their appropriate application, or needs advice as to the meaning and applicability of the procedure, it must seek clarification from the University and the Union. Neither the University nor the Union can offer a definitive, final interpretation of the procedure without the concurrence of the other. Any disagreement between the University and the Union as to the meaning of these procedures must be resolved through the grievance process and not by the committee.

The Union will maintain no grievance based upon the application of these procedures, where these procedures have been followed by the committee and the parties, as applicable.

## **APPENDIX D: MINIMA TABLES**

## Minima Tables for Academic Resource Professionals

### Annual Salary FY 2023

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
MLIS+MA/MS	\$57,479	\$58,801	\$61,200	\$66,402	\$66,647	\$67,846	\$70,539	\$73,330	\$76,243
MLIS	\$51,641	\$54,015	\$56,402	\$58,789	\$61,849	\$63,048	\$65,545	\$68,140	\$70,833

### Annual Salary FY 2024

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
MLIS+MA/MS	\$57,479	\$58,801	\$61,200	\$66,402	\$66,647	\$67,846	\$70,539	\$73,330	\$76,243
MLIS	\$51,641	\$54,015	\$56,402	\$58,789	\$61,849	\$63,048	\$65,545	\$68,140	\$70,833

### Annual Salary FY 2025

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
MLIS+MA/MS	\$60,784	\$62,182	\$64,719	\$70,220	\$70,479	\$71,747	\$74,595	\$77,546	\$80,627
MLIS	\$54,610	\$57,121	\$59,645	\$62,169	\$65,405	\$66,674	\$69,314	\$72,058	\$74,906

### Annual Salary FY 2026

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
MLIS+MA/MS	\$60,784	\$62,182	\$64,719	\$70,220	\$70,479	\$71,747	\$74,595	\$77,546	\$80,627
MLIS	\$54,610	\$57,121	\$59,645	\$62,169	\$65,405	\$66,674	\$69,314	\$72,058	\$74,906

## Minima Tables for Academic Support Professionals

### Annual Salary FY 2023

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$59,119	\$61,579	\$64,003	\$66,463	\$68,874	\$72,032	\$74,897	\$77,859	\$80,943
MA	\$49,596	\$52,057	\$54,480	\$56,928	\$59,364	\$62,485	\$64,958	\$67,528	\$70,196
BA	\$45,594	\$47,785	\$49,964	\$52,106	\$54,284	\$56,451	\$58,691	\$61,004	\$63,415

### Annual Salary FY 2024

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$59,119	\$61,579	\$64,003	\$66,463	\$68,874	\$72,032	\$74,897	\$77,859	\$80,943
MA	\$49,596	\$52,057	\$54,480	\$56,928	\$59,364	\$62,485	\$64,958	\$67,528	\$70,196
BA	\$45,594	\$47,785	\$49,964	\$52,106	\$54,284	\$56,451	\$58,691	\$61,004	\$63,415

### Annual Salary FY 2025

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$62,519	\$65,120	\$67,683	\$70,285	\$72,835	\$76,174	\$79,203	\$82,336	\$85,597
MA	\$52,448	\$55,050	\$57,613	\$60,202	\$62,777	\$66,078	\$68,693	\$71,411	\$74,233
BA	\$48,216	\$50,533	\$52,837	\$55,102	\$57,406	\$59,697	\$62,066	\$64,512	\$67,062

### Annual Salary FY 2026

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$62,519	\$65,120	\$67,683	\$70,285	\$72,835	\$76,174	\$79,203	\$82,336	\$85,597
MA	\$52,448	\$55,050	\$57,613	\$60,202	\$62,777	\$66,078	\$68,693	\$71,411	\$74,233
BA	\$48,216	\$50,533	\$52,837	\$55,102	\$57,406	\$59,697	\$62,066	\$64,512	\$67,062

## Minima Tables for Instructors

### Annual Salary FY 2023

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$47,920	\$49,884	\$51,830	\$53,813	\$55,732	\$58,256	\$59,385	\$60,533	\$61,726
MA	\$40,263	\$42,237	\$44,183	\$46,148	\$48,103	\$50,600	\$51,582	\$52,592	\$53,611

### Annual Salary FY 2024

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$47,920	\$49,884	\$51,830	\$53,813	\$55,732	\$58,256	\$59,385	\$60,533	\$61,726
MA	\$40,263	\$42,237	\$44,183	\$46,148	\$48,103	\$50,600	\$51,582	\$52,592	\$53,611

### Annual Salary FY 2025

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$50,675	\$52,752	\$54,811	\$56,907	\$58,936	\$61,606	\$62,800	\$64,014	\$65,276
MA	\$42,579	\$44,666	\$46,724	\$48,801	\$50,869	\$53,510	\$54,548	\$55,616	\$56,694

### Annual Salary FY 2026

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25 - 29</b>	<b>30+</b>
PhD	\$50,675	\$52,752	\$54,811	\$56,907	\$58,936	\$61,606	\$62,800	\$64,014	\$65,276
MA	\$42,579	\$44,666	\$46,724	\$48,801	\$50,869	\$53,510	\$54,548	\$55,616	\$56,694

**Minima Tables for Resource Professionals**

**Annual Salary FY 2023**

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$68,666	\$72,179	\$75,680	\$79,181	\$82,693	\$87,186	\$94,052	\$99,903
Associate	\$63,746	\$67,198	\$69,511	\$72,999	\$75,337	\$77,638	\$79,964	\$82,290
Assistant	\$57,063	\$58,201	\$59,352	\$62,779	\$63,917	\$65,080	\$66,169	\$67,332

**Annual Salary FY 2024**

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$68,666	\$72,179	\$75,680	\$79,181	\$82,693	\$87,186	\$94,052	\$99,903
Associate	\$63,746	\$67,198	\$69,511	\$72,999	\$75,337	\$77,638	\$79,964	\$82,290
Assistant	\$57,063	\$58,201	\$59,352	\$62,779	\$63,917	\$65,080	\$66,169	\$67,332

**Annual Salary FY 2025**

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$72,615	\$76,330	\$80,032	\$83,733	\$87,448	\$92,199	\$99,460	\$105,647
Associate	\$67,411	\$71,061	\$73,508	\$77,197	\$79,669	\$82,103	\$84,562	\$87,021
Assistant	\$60,344	\$61,548	\$62,764	\$66,389	\$67,593	\$68,822	\$69,974	\$71,204

**Annual Salary FY 2026**

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$72,615	\$76,330	\$80,032	\$83,733	\$87,448	\$92,199	\$99,460	\$105,647
Associate	\$67,411	\$71,061	\$73,508	\$77,197	\$79,669	\$82,103	\$84,562	\$87,021
Assistant	\$60,344	\$61,548	\$62,764	\$66,389	\$67,593	\$68,822	\$69,974	\$71,204

## Minima Tables for Teaching Professionals

### Annual Salary FY 2023

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$68,676	\$72,182	\$75,680	\$79,187	\$82,684	\$87,182	\$94,049	\$99,915
Associate	\$63,700	\$67,170	\$69,502	\$72,981	\$75,304	\$77,635	\$79,939	\$82,271
Assistant	\$61,221	\$61,221	\$61,221	\$62,754	\$63,902	\$65,040	\$66,169	\$67,326

### Annual Salary FY 2024

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$68,676	\$72,182	\$75,680	\$79,187	\$82,684	\$87,182	\$94,049	\$99,915
Associate	\$63,700	\$67,170	\$69,502	\$72,981	\$75,304	\$77,635	\$79,939	\$82,271
Assistant	\$61,221	\$61,221	\$61,221	\$62,754	\$63,902	\$65,040	\$66,169	\$67,326

### Annual Salary FY 2025

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$72,624	\$76,333	\$80,032	\$83,740	\$87,439	\$92,195	\$99,457	\$105,660
Associate	\$67,363	\$71,032	\$73,498	\$77,177	\$79,633	\$82,099	\$84,536	\$87,002
Assistant	\$64,742	\$64,742	\$64,742	\$66,363	\$67,576	\$68,780	\$69,974	\$71,197

### Annual Salary FY 2026

<b>Years of Service</b>	<b>0 - 3</b>	<b>4 - 5</b>	<b>6 - 8</b>	<b>9 - 11</b>	<b>12 - 14</b>	<b>15 - 19</b>	<b>20 - 29</b>	<b>30+</b>
Full	\$72,624	\$76,333	\$80,032	\$83,740	\$87,439	\$92,195	\$99,457	\$105,660
Associate	\$67,363	\$71,032	\$73,498	\$77,177	\$79,633	\$82,099	\$84,536	\$87,002
Assistant	\$64,742	\$64,742	\$64,742	\$66,363	\$67,576	\$68,780	\$69,974	\$71,197

## **APPENDIX E: WINTER SESSION**

MEMORANDUM OF UNDERSTANDING

Between

Northeastern Illinois University and the University Professionals of Illinois Local 4100

Preamble: The University is creating a Winter Session beginning December 17, 2021 and ending with grades due on January 16, 2022. The University will be closed from Dec. 24, 2021 through Jan. 2, 2022, with no class sessions meeting, office hours maintained, or assignments due during that period, as per normal. Classes for the Spring 2022 term will begin on January 18, 2022, with final exams beginning May 10, 2022, and grades due May 15, 2022.

The courses to be offered during the pilot Winter Session will be determined by academic departments/programs, based on student progress/needs, potential student demand, and pedagogical suitability for the Winter Session schedule. The University envisions a Winter Session comprising from zero to two sections per program, a total of approximately twenty sections across the University, with course delivery mode and scheduling to be determined by colleges/departments/programs using flexible scheduling options. The University anticipates that Winter Session courses may run with below average enrollments. Faculty from the colleges will be asked to share ideas and suggestions to support those who are interested in teaching Winter Session courses.

Pursuant to conversations between Northeastern Illinois University (NEIU) and the University Professionals of Illinois Local 4100 (UPI) regarding NEIU's creation of a Winter Session, the following has been agreed to by both parties for Academic Year 2021-2022 pilot year:

1. Teaching assignments during the Winter Session will be voluntary, will adhere to the normal approval process, and respect the assignment provisions of the Collective Bargaining Agreement for Academic Terms.
2. Winter Session assignments will be included in Spring 2022 workload, with compensation as per normal CBA guidelines; an Instructor without a Spring 2022 assignment may be assigned a Winter Session course.
3. Faculty will teach no more than one Winter Session course, except by mutual agreement of the University Contract Administrator and UPI Chapter President.
4. NEIU will determine a date for finalizing the Winter Session, which will be no later than November 30, 2021. An Instructor's percentage of employment will not be reduced in the event that a Winter Session class is cancelled. Winter Session courses will not be converted into tutored studies.
5. Faculty teaching during Winter Session will hold office hours by appointment or as needed.

*Marshall T Thompson*  
\_\_\_\_\_  
Northeastern Illinois University  
*Danny A Manders*  
\_\_\_\_\_  
University Professionals of Illinois

4/20/21 \_\_\_\_\_  
date \_\_\_\_\_  
4/19/21 \_\_\_\_\_  
date \_\_\_\_\_

## **APPENDIX F: COORDINATOR AGREEMENT**

NEIU - UPI Agreement August 23, 2023  
Appendix F  
Coordinator Agreement

The coordinator role is varied across different colleges and programs, including disciplinary, interdisciplinary, intradisciplinary, and special assignment leadership. Table 1 lists typical tasks and assignments that coordinators do, which have evolved with the needs of the University.

While one dimension of variation is the number of students in a program, in many cases tasks are necessary regardless of the number of students. Therefore, the assignment of workload for coordinators should primarily rest on the typical tasks assigned, not number of students.

The creation, adjustment, or elimination of a coordinator position are decisions that will be made by the Chair, Dean, and Provost with input from the faculty in the programmatic unit.

A written job description should be developed by the chair and coordinator using the list of duties below and program needs. The primary purpose of this job description is to maintain consistency with the University/College strategic plan. Each year the coordinator will be evaluated based on the written job description consistent with the appropriate article on evaluation procedures.

#### **VARIATION FROM BASELINE WORKLOAD ASSIGNMENT in Key 11**

In assigning workload for coordinators, for disciplinary and interdisciplinary leadership, the baseline assignment of 3/3 CU/CH of primary duties will be presumed (Article 24.11 and Article 37.11}, unless the expected tasks for a specific program are minimal in relation to the list of typical tasks.

In assigning workload for intra-disciplinary coordinators, expectations should be established and if the person is doing at least 50% of the typical tasks in each category OR the majority of the tasks in two categories, they should be assigned the baseline of 3/3 CU/CH. If they are expected to do less than 50% but more than 25% of the typical tasks, then the CU assignment may be prorated to 2/2 or 1.5/1.5 of primary duties. (A coordinator assigned at this level should presumptively have a "course release" for one of the semesters.) Coordinator assignments that involve less than 25% of the typical tasks may be assigned 1/1 CU/CH of primary duties.

#### **TYPES OF COORDINATOR ASSIGNMENTS**

##### **Disciplinary and Interdisciplinary Program Coordinators**

In general, these coordinators are disciplinary experts and leaders, especially when the department chair is from another field. As coordinator, these leaders are the first point of contact for students and perform essential liaison with the chair and the rest of the university community.

All Coordinators (Teaching Professionals or Instructors) of disciplinary or interdisciplinary degree program units will be receive the Key 11 base assignment of 3 CUs per semester. Coordinators with work obligations during the summer will be assigned 2 CUs for summer session. Math Development and the English Language Program will be assigned 3 CUs for summer.

##### **Intra-Disciplinary Program Coordinators**

Coordinators of intra-disciplinary programs (including graduate programs, certificate programs, etc.) will receive a CU or CH assignment in primary duties based on the extent of the typical tasks and assignments they do.

##### **Special Initiative Coordinators**

Bargaining unit members who are assigned work to coordinate special initiatives of a College or the University will receive primary duty CU or CH assignments to be negotiated based on the range and extent of the project, in consultation with the relevant administrators and the president of UPI or designee.

#### **OTHER ADMINISTRATIVE ASSIGNMENTS**

Additional credit units may be added for assignments that go beyond the typical Coordinator assignments. These may be assigned to the coordinator or another faculty member (TP or Instructor). See Table 2 below for examples.

**Keys**

19 General Organizational Support Service 21 Departmental administrative assignments

25 Special College or University Level Assignments

26 Other administrative activities

**Key 20 Advising**

Advising is separate from the coordinator assignment when a program has 20 or more students, although coordinators may do the initial advising of new students coming into their program.

Assignment of advising credit units must be consistent with the department/program advising plan.

**Key 20 Summer Advising**

Assign advising CUs if no faculty/staff are assigned to do summer advisement. Use summer advising CU allocation to determine advising credit units for summer. Assignment of advising CUs must be consistent with the department/ program advising plan. If an advising assignment is made, the chair and bargaining unit member must identify a summer advisement strategy and schedule designed to meet the needs of current and prospective students.

Table 1. Typical Duties of Coordinators

These are duties common among coordinators as of the writing of this contract. This list may be adjusted by mutual agreement of NEIU and the UPI.

<b>A.</b>	<b>Student-Facing Work: Meeting With/About Students</b>
1.	Communicating with prospective and current students/candidates (program news, events, upcoming deadlines, and profession-specific topics)
2.	Participating in active recruitment programming (high school/community college outreach, attending conferences/events, corresponding with prospective students, etc.)
3.	Addressing student dispositional issues and concerns beyond the scope of individual advising
4.	Reviewing incoming applicants, including coordination with other faculty and Graduate Admissions
5.	Organizing program-level student/candidate and alumni events (e.g., program orientation, guest speakers)
6.	Review and selection of graduate merit tuition scholarships from CGSR; connecting students with program scholarship opportunities
7.	Coordinating candidate placements with CEST office personnel
8.	Advising, if the program has fewer than 20 students
<b>B.</b>	<b>Program Leadership: Representation, Information Management, and Troubleshooting</b>
1.	Participating and contributing to college leadership team meetings
2.	Facilitating program meetings with faculty
3.	Representing program at meetings and events (e.g., College assemblies, University recruitment events, enrollment events, etc.)
4.	Planning and coordinating with program advisor(s), people assigned to do assessment, and other leaders in the program
5.	Liaison between chair and program faculty
6.	Oversight of program budget (purchasing in STEM and other programs, OTP, Foundation accounts, fiscal agent, quarterly meetings with Dean's budget staff; end-of-year balances and spending; student aide expenditures)
7.	Collecting and analyzing program data; drafting and submitting program reports (e.g., annual reports, state licensure, program accreditation updates)
8.	Tracking program enrollment; collaborating with Chair, Dean, and Academic Affairs in related decision-making
9.	Handling personnel issues in collaboration with Department Chair
10.	Updating and coordinating program policies and procedures
11.	Administering the process of new full-time faculty hires
12.	Graduate thesis/capstone project administration (Graduate Coordinators)
13.	Addressing program special issues
<b>C.</b>	<b>Curriculum</b>
1.	Managing course schedules (semester scheduling, coordinating offerings across different programs, departments, Colleges, campuses; maintaining degree "road maps;" tracking course enrollment; regular communications with Dean's office and Academic Affairs)
2.	Curricular proposals, updates, revisions (e.g., University governance, CIM governance)
3.	Revising and administering course equivalency examinations
4.	Graduate thesis/capstone project administration
<b>D.</b>	<b>Supervision, Training, Problem Solving</b>
1.	Recruiting, training, and supervision of adjuncts and instructors
2.	Hiring, training, and supervision of student workers and office staff
3.	Oversees program inventory management and reports

## **NEW PROGRAMS**

When the university approves new academic degree programs, if the program does not have administrative leadership (chair or director), the administration will assign a bargaining unit member as coordinator.

Table 2. Workload Not Included in Key 11 Coordinator Assignment

<b>Duties beyond Typical Coordinator Assignment</b>
Major accreditation study and report, and/or 7-year program review or SPA.
Academic advising, ACRs, degree mapping, etc. in programs with more than 20 students.
Organizing major extra-program event.
Annual assessment report.

## **GRADUATE COORDINATOR/GRADUATE ADVISOR ROLES**

A Graduate Coordinator is assumed to be an intra-disciplinary coordinator and should be assigned primary duties workload in accordance with the guidelines above.

Graduate Advisor roles should be evaluated by the chair, dean, and provost in relation to the duties above; if the advisor is expected to do coordinator work, their assignment should be converted to a Graduate Coordinator.

## **APPENDIX G: EQUAL TIME OFF FORM (ASP)**

**ACADEMIC SUPPORT PROFESSIONALS**  
**“EQUAL TIME OFF” REQUEST/REPORT FORM**

**Name:** \_\_\_\_\_

**Time Worked Beyond Scheduled Work Hours**

<u>Date</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
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**Proposed “Equal Time Off”**

<u>Date(s)</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
----------------	---------------	--------------------------------------	------

**Actual “Equal Time Off” Used**

<u>Date(s)</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
----------------	---------------	--------------------------------------	------

Note: All hours recorded on this form are non-compensable

**ACADEMIC SUPPORT PROFESSIONALS**  
**“EQUAL TIME OFF” REQUEST/REPORT FORM**

**Name:** \_\_\_\_\_

**Time Worked Beyond Scheduled Work Hours**

<u>Date</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
-------------	---------------	--------------------------------------	------

**Proposed “Equal Time Off”**

<u>Date(s)</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
----------------	---------------	--------------------------------------	------

**Actual “Equal Time Off” Used**

<u>Date(s)</u>	<u>#Hours</u>	Initials ASP: _____ Sup: _____	Date
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Note: All hours recorded on this form are non-compensable

## **APPENDIX H: SICK LEAVE BANK FORMS**



UPI Local 4100 / Northeastern Illinois University  
SICK LEAVE BANK ENROLLMENT FORM

**Section I. Employee Information (Please Print)**

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
Univ. ID No. \_\_\_\_\_ Contact No. \_\_\_\_\_  
Position Title. \_\_\_\_\_ Dept. \_\_\_\_\_ Office Ext. \_\_\_\_\_  
Emergency Contact No. \_\_\_\_\_ Email: \_\_\_\_\_

**Section II. Sick Leave Donation**

I hereby agree to donate the initial minimum of two sick days\* to the UPI Sick Leave Bank:  yes  no  
Please designate type of benefit day  Sick \*one (1) day equates to 7.5 hours.

I understand that this donation is irrevocable and I cannot assign the donation to any specific individual. I also understand membership is limited to employees who are members of the UPI and who have a minimum balance of twelve (12) sick days after making the donation. After the initial enrollment, one (1) sick day will be automatically deducted annually on the first pay period after July 1<sup>st</sup>.

**Section III. Authorization**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Return Enrollment Form to: The Office of Human Resources  
Northeastern Illinois University

**Form Due:**

FOR OFFICE USE ONLY	
Hire Date _____	Sick Time Verified by Payroll _____
Payroll Processed Date _____	Verified UPI Member _____

5/3/2012



**UPI Local 4100 / Northeastern Illinois University  
SICK LEAVE BANK MEMBER REQUEST FORM**

**Section I. Employee Information (Please Print)**

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Univ. ID No. \_\_\_\_\_ Contact No. \_\_\_\_\_

Position Title. \_\_\_\_\_ Dept. \_\_\_\_\_ Office Ext. \_\_\_\_\_

Emergency Contact No. \_\_\_\_\_ Email: \_\_\_\_\_

**Section II. Sick Leave Bank Request**

I am a member of the UPI Local 4100 / NEIU Sick Leave Bank and I am requesting paid sick leave due to a catastrophic illness, injury or extended child rearing. I have exhausted (or will have used) all of my accrued sick and vacation leave. I am requesting FMLA certification from the Office of Human Resources. I understand that any sick leave granted will be determined by the committee and that there is a maximum allotment of **25 days only per fiscal year** \*. I further understand that any sick days granted to me may be used only for the purpose requested on the application and any unused portion will be returned to the Bank.  
*(\*one (1) day equates to 7.5 hours)*

I am requesting \_\_\_\_\_ days from the Sick Leave Bank to be credited to my sick leave balance.  
(Maximum of 25 days per request)

Employee / Designee Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section III. Authorizations**

**To be completed by the Office of Human Resources**

Last day of work \_\_\_\_\_ Last day of paid leave \_\_\_\_\_  
(Time reports or Leave Request Approval Forms must be completed before leave begins)

**To be completed by UPI Sick Leave Bank Committee**

Number of days approved per this request \_\_\_\_\_ Previous days (if applicable) \_\_\_\_\_

Committee Chair Signature \_\_\_\_\_

Date \_\_\_\_\_

Return to: The Office of Human Resources  
Northeastern Illinois University

**FOR OFFICE USE ONLY**

Sick Leave Bank Participant \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Hours Transferred from Sick Leave Bank \_\_\_\_\_



**UPI Local 4100 / Northeastern Illinois University  
SICK LEAVE BANK DISCONTINUATION FORM**

**Section I. Employee Information (Please Print)**

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Univ. ID No. \_\_\_\_\_ Contact No. \_\_\_\_\_

Position Title. \_\_\_\_\_ Dept. \_\_\_\_\_ Office Ext. \_\_\_\_\_

Email: \_\_\_\_\_

**Section II. Sick Leave Discontinuation**

I hereby request that my participation in the UPI / NEIU Sick Leave Bank be discontinued effective June 30 of this fiscal year. I understand that any previously sick contributed days are irrevocable and that I am not eligible to withdraw days from the Sick Leave Bank unless I re-enroll during the next open enrollment period.

**Section III. Authorization**

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Return Discontinuation Form to:      The Office of Human Resources  
Northeastern Illinois University

FOR OFFICE USE ONLY

Entered Date

Initials

9/27/2011

## **APPENDIX I: EPIP INSTRUCTORS**

MEMORANDUM OF UNDERSTANDING

Between

Northeastern Illinois University and the University Professionals of Illinois Local 4100

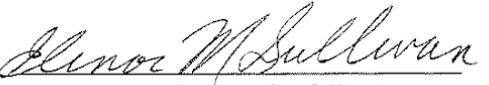
Pursuant to conversations between Northeastern Illinois University (NEIU) and the University Professionals of Illinois Local 4100 (UPI) regarding an Unfair Labor Practice filed by the UPI with the Illinois Educational Labor Relations Board on February 19, 2013, the following has been agreed to by both parties:

1. Individuals who are non-faculty employees of NEIU and who teach courses for NEIU are considered eligible for membership in the UPI as an Instructor if they (a) are a member of a different bargaining unit at NEIU or (b) hold an Administrative & Professional position unless exempted by the Illinois Educational Labor Relations Act.
2. Such exempted positions are those considered as exempt according to the Illinois Educational Labor Relations Act [115 ILCS 5/2, Ch. 48, par. 1702, Sec. 2(b) or as amended].
3. Individuals defined above enter into the UPI bargaining unit as indicated in Article 31.02 of the 2009-2014 Collective Bargaining Agreement (NEIU/UPI CBA).
4. As an Instructor, salary (Article 21.04), dues (Article 12), Excellence Awards (Article 21.08), and evaluation (Article 32) will follow the NEIU/UPI CBA. Article 20 (Grievance Procedure) and Article 35 (Sanctions and Termination) of the NEIU/UPI CBA, such as they pertain only to the individual's assignment as an Instructor, will be followed. All other terms and conditions of employment for the above-mentioned individuals will be determined by their primary work assignment at NEIU.
5. Any and all assignments as an Instructor must be approved in advance by the individual's primary supervisor, unit head, appropriate Vice President, and Provost. After said approval has been processed, all assignments will be made according to Articles 36 and 37 (NEIU/UPI CBA).
6. If the individual is a member of a different bargaining unit at NEIU, all terms and conditions of employment, other than those indicated in #4 above, are determined by the bargaining unit agreement that represents the individual's primary work assignment at NEIU.
7. Individuals will be considered eligible for membership in the UPI based on accrual of credit hours beginning with Spring 2011.

  
Northeastern Illinois University

date

4/30/13

  
University Professionals of Illinois

date

April 25, 2013