

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN  
THE BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY  
GOVERNING SOUTHERN ILLINOIS UNIVERSITY  
EDWARDSVILLE**

**AND  
THE SIUE NON-TENURE TRACK FACULTY ASSOCIATION  
AN AFFILIATE OF THE  
ILLINOIS EDUCATION ASSOCIATION  
AND THE  
NATIONAL EDUCATION ASSOCIATION**

**July 1, 2010 – June 30, 2019**

## TABLE OF CONTENTS

	<b>PREAMBLE</b> .....	4
	<b>AGREEMENT</b> .....	5
<b>ARTICLE I</b>	<b>DEFINITIONS</b>	
Section 1.1	ASSOCIATION .....	6
Section 1.2	UNIVERSITY .....	6
Section 1.3	NON-TENURE TRACK FACULTY MEMBER .....	6
Section 1.4	IELRB .....	6
Section 1.5	PARTIES .....	6
Section 1.6	LECTURER .....	6
Section 1.7	INSTRUCTOR .....	6
Section 1.8	ASSISTANTS-IN .....	7
Section 1.9	ESTABLISHED .....	7
<b>ARTICLE II</b>	<b>RECOGNITION AND UNIT COMPOSITION</b>	
Section 2.1	RECOGNITION .....	8
Section 2.2	UNIT INCLUSIONS .....	8
Section 2.3	UNIT EXCLUSIONS .....	8
Section 2.4	QUESTIONS REGARDING BARGAINING UNIT STATUS .....	9
<b>ARTICLE III</b>	<b>NON-DISCRIMINATION</b> .....	10
<b>ARTICLE IV</b>	<b>ASSOCIATION RIGHTS</b>	
Section 4.1	EXCLUSIVE STATUS .....	11
Section 4.2	RIGHT TO ORGANIZE .....	11
Section 4.3	RIGHT OF REPRESENTATION .....	11
Section 4.4	ASSOCIATION BUSINESS .....	11
Section 4.5	BOARD MEETINGS .....	12
Section 4.6	INFORMATION .....	12
Section 4.7	INFORMATION DISTRIBUTION .....	12
Section 4.8	NEW NON-TENURE TRACK FACULTY MEMBERS .....	12
Section 4.9	USE OF FACILITIES .....	13
Section 4.10	TIME OFF FOR ASSOCIATION ACTIVITIES .....	13
Section 4.11	DUES DEDUCTION .....	13
<b>ARTICLE V</b>	<b>ADMINISTRATION RIGHTS</b>	
Section 5.1	ADMINISTRATION RIGHTS .....	14
Section 5.2	RELEASE OF STUDENT INFORMATION AND ACCESS TO STUDENT RECORDS .....	14
Section 5.3	INTELLECTUAL PROPERTY RIGHTS .....	14

<b>ARTICLE VI</b>	<b>CONDITIONS OF EMPLOYMENT</b>	
Section 6.1	HEALTH AND SAFETY.....	15
Section 6.2	APPLICABLE POLICIES, RULES, AND REGULATIONS .....	15
Section 6.3	ACADEMIC FREEDOM AND PROFESSIONAL ETHICS .....	15
Section 6.4	ETHICS OF INSTRUCTION.....	18
Section 6.5	NON-TENURE TRACK FACULTY WORKLOAD .....	19
Section 6.6	LECTURERS AND ASSISTANTS-IN .....	20
Section 6.7	OPEN INSTRUCTOR POSITIONS.....	25
Section 6.8	INSTRUCTORS .....	25
<b>ARTICLE VII</b>	<b>DISCIPLINE .....</b>	<b>29</b>
<b>ARTICLE VIII</b>	<b>GRIEVANCE PROCEDURE</b>	
Section 8.1	DEFINITIONS.....	31
Section 8.2	INFORMAL PROCEDURE.....	31
Section 8.3	FORMAL PROCEDURE .....	31
Section 8.4	PROCEDURAL STIPULATIONS.....	33
<b>ARTICLE IX</b>	<b>PERSONNEL FILES</b>	
Section 9.1	OFFICIAL FILE .....	37
Section 9.2	COPY OF FILE MATERIALS .....	37
Section 9.3	USE OF FILE MATERIALS.....	37
Section 9.4	REMOVAL OF FILE MATERIALS .....	37
Section 9.5	CONFIDENTIALITY OF FILE MATERIALS .....	38
Section 9.6	ANONYMOUS MATERIAL.....	38
Section 9.7	ILLINOIS PERSONNEL RECORDS REVIEW ACT.....	38
<b>ARTICLE X</b>	<b>COMPENSATION</b>	
Section 10.1	BASE SALARY INCREASES-INSTRUCTORS .....	39
Section 10.2	OVERLOAD COMPENSATION FOR INSTRUCTORS .....	39
Section 10.3	SALARY INCREASES – LECTURERS AND ASSISTANTS-IN.....	39
Section 10.4	ELECTRONIC FUND TRANSFER .....	40
<b>ARTICLE XI</b>	<b>BENEFITS</b>	
Section 11.1	HEALTH INSURANCE COVERAGE.....	41
Section 11.2	RETIREMENT, DEATH AND DISABILITY BENEFITS.....	41
Section 11.3	WORKER’S COMPENSATION .....	41
Section 11.4	RELATED OPTIONAL BENEFITS.....	41
Section 11.5	TUITION WAIVER .....	41
<b>ARTICLE XII</b>	<b>PAID LEAVES</b>	
Section 12.1	SICK LEAVE .....	43
Section 12.2	BEREAVEMENT.....	44
Section 12.3	COURT APPEARANCE LEAVE.....	45
Section 12.4	MILITARY LEAVE.....	45
Section 12.5	CATASTROPHIC OR EMERGENCY SITUATIONS .....	46
Section 12.6	SALARY UPON RETURN FROM LEAVE OF ABSENCE.....	46

Section 12.7	PORTABILITY OF BENEFITS.....	46
Section 12.8	EXTRAORDINARY CIRCUMSTANCES.....	47
<b>ARTICLE XIII</b>	<b>UNPAID LEAVES</b>	
Section 13.1	LEAVES OF ABSENCE WITHOUT PAY .....	48
Section 13.2	MEDICAL LEAVE .....	48
Section 13.3	INSURANCE PREMIUMS AND RETIREMENT SYSTEM CONTRIBUTIONS .....	49
<b>ARTICLE XIV</b>	<b>NON-TENURE TRACK FACULTY/ADMINISTRATION CONFERENCES .....</b>	50
<b>ARTICLE XV</b>	<b>REDUCTION IN FORCE</b>	
Section 15.1	REDUCTION IN FORCE DEFINED .....	51
Section 15.2	REDUCTION IN FORCE PROCEDURES .....	52
Section 15.3	NOTICE PRIOR TO A REDUCTION IN FORCE.....	53
Section 15.4	RECALL RIGHTS OF REDUCED OR TERMINATED NON-TENURE TRACK FACULTY MEMBERS.....	54
Section 15.5	UNIVERSITY RIGHTS REGARDING TENURE TRACK POSITIONS...	55
<b>ARTICLE XVI</b>	<b>PARKING</b>	
<b>ARTICLE XVII</b>	<b>EFFECT OF AGREEMENT</b>	
Section 17.1	COMPLETE UNDERSTANDING .....	57
Section 17.2	MAINTENANCE OF STANDARDS .....	57
Section 17.3	INDIVIDUAL UNDERSTANDINGS .....	57
Section 17.4	NO STRIKE/NO LOCKOUT.....	57
Section 17.5	SAVINGS CLAUSE.....	58
Section 17.6	FUTURE NEGOTIATIONS .....	58
Section 17.7	DURATION OF AGREEMENT .....	58
Section 17.8	DISTRIBUTION OF AGREEMENT.....	59
<b>GRIEVANCE FORM.....</b>		61
<b>SIDE LETTER – FAIR SHARE .....</b>		64
<b>SIDE LETTER – SECURITY CAMERAS .....</b>		64

## **PREAMBLE**

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of the services provided by non-tenure track faculty members in support of the University's mission. Academic freedom is recognized within the context of the curriculum as designed by the University. It is the intent of the parties that this Agreement shall in no way infringe upon the political and civil rights (limited to those protected by law) of any non-tenure track faculty member. This Agreement seeks to assure fair and reasonable conditions of employment, protect the assets of the University, help to guarantee its students of a quality educational experience, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

## **AGREEMENT**

This Agreement is made and entered into on this 1st day of July, 2010 by and between the Board of Trustees of Southern Illinois University acting on behalf of and governing Southern Illinois University Edwardsville (hereafter referred to as the University) and the SIUE Non-Tenure Track Faculty Association, an affiliate of the Illinois Education Association and the National Education Association (hereafter referred to as the Association).

**ARTICLE I**  
**DEFINITIONS**

In the interpretation of this Agreement the following definitions apply:

1.1 ASSOCIATION

The SIUE Non-Tenure Track Faculty Association, an affiliate of the Illinois Education Association and the National Education Association.

1.2 UNIVERSITY

The Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Edwardsville, including SIUE locations in Edwardsville and East St. Louis.

1.3 NON-TENURE TRACK FACULTY MEMBER

Employees who are members of the bargaining unit represented by the Association as defined by the order to bargain issued by the Illinois Educational Labor Relations Board and who are exempt from the State Universities Civil Service System, Il. Rev. Stat. Ch. 24½, not including employees who bear the title “lecturer” in the units referred to as Instructional Services and Special Services.

1.4 IELRB

The Illinois Educational Labor Relations Board.

1.5 PARTIES

The University and the Association.

1.6 LECTURER

Members of the bargaining unit who are not eligible for tenure consideration, who have not been hired with a contingency that would eventually allow them to be eligible for tenure, whose appointment is typically semester by semester, and whose percentage is less than 100%.

1.7 INSTRUCTOR

Members of the bargaining unit who are not eligible for tenure consideration, who have not been hired with a contingency that would eventually allow them to be eligible for tenure, and whose percentage of appointment is 100% for at least an academic year.

1.8 ASSISTANTS-IN

Members of the bargaining unit who are not eligible for tenure consideration, who have not been hired with a contingency that would eventually allow them to be eligible for tenure, whose appointment is less than 100%. This position is exclusive to the Department of Theater and Dance.

1.9 ESTABLISHED

Non tenure track faculty member who has completed their probationary period.



## **ARTICLE II**

### **RECOGNITION AND UNIT COMPOSITION**

#### **2.1 RECOGNITION**

Pursuant to the representation election conducted by the IELRB on September 27 and 28, 2004 and later certified, the University recognizes the Association as the exclusive bargaining agent for non-tenure track faculty members at Southern Illinois University Edwardsville as defined in IELRB Case No. 2004-RC-0010-S.

#### **2.2 UNIT INCLUSIONS**

Except as otherwise provided in section 2.3 of this Article, the SIUE Non-Tenure Track Faculty Association Bargaining Unit shall include the following:

2.2.1 All full-time and part-time non-tenure track faculty members employed by the University within the College of Arts and Sciences, School of Engineering, School of Business, and School of Education, including those faculty members who have a combined professional staff and non-tenure track faculty appointment where the majority of the appointment is non-tenure track faculty and those faculty members who have a combined civil service and non-tenure track faculty appointment where the majority of the appointment is non-tenure track faculty.

#### **2.3 UNIT EXCLUSIONS**

The SIUE Non-Tenure Track Faculty Association Bargaining Unit shall exclude the following:

2.3.1 All student appointees.

2.3.2 All civil service employees.

2.3.3 All administrative professional staff employees.

2.3.4 All non-tenure track faculty in the School of Pharmacy, School of Nursing, and School of Dental Medicine, and those additional schools or colleges created by the University subsequent to the signing date of this Agreement.

2.3.5 All tenured and tenure-track faculty, active and retired.

## 2.4 QUESTIONS REGARDING BARGAINING UNIT STATUS

The parties agree that if, during the term of this Agreement, questions arise as to the bargaining unit status of one or more employees whose positions are not otherwise excluded in Section 2.3 of this Agreement, the parties will meet promptly to discuss the status of the positions and shall attempt to reach agreement as to the positions' inclusion or exclusion from the bargaining unit. If the parties are unable to reach agreement as to the status of the position within ten (10) calendar days from the commencement of the discussions, either party may petition the IELRB for a determination of the status of the position.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

The University and the Association agree that they will not discriminate against any faculty member or applicant for employment by reason of race, creed, national origin, religion, color, marital status, age, sex, sexual orientation, political affiliation, physical or mental disability, or other factors when such factors cannot lawfully be a basis for an employment decision. University employment policies and practices in all cases shall conform to all applicable state and federal laws.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

#### **4.1 EXCLUSIVE STATUS**

In accordance with the Illinois Educational Labor Relations Act, the rights granted herein to the Association shall not be granted or extended to any competing employee organization. The University agrees that it will not consult or negotiate with individual non-tenure track faculty members, groups of non-tenure track faculty members, or organizations other than the Association on matters of wages, hours, grievances, or terms and conditions of employment, except as otherwise provided herein.

#### **4.2 RIGHT TO ORGANIZE**

In accordance with the Illinois Educational Labor Relations Act, non-tenure track faculty members shall have the right to organize, join and assist the Association, to participate in negotiations with the University through representatives of their own choosing, and to engage in other legally protected activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of employment and the quality of the educational environment. The University shall not harass, discriminate, or take reprisal against any non-tenure track faculty member by reason of her/his membership in the Association, her/his participation in any activities of the Association or in negotiations with the University; nor shall the University discriminate against any non-tenure track faculty member by reason of her/his participation or non-participation in any grievance, complaint, or proceeding under this Agreement, the Illinois Educational Labor Relations Act, University policy, or any other judicial or administrative agency.

#### **4.3 RIGHT OF REPRESENTATION**

When a non-tenure track faculty member is required to appear before an administrative employee or Board of Trustees for an investigatory interview or disciplinary matter which could adversely affect the non-tenure track faculty member in her/his position of employment, the non-tenure track faculty member shall be given reasonable prior written notice of the reason(s) for such meeting, and shall be entitled to have an Association representative present to advise and represent her/him at the meeting.

#### **4.4 ASSOCIATION BUSINESS**

Duly authorized representatives of the Association shall have access to University premises, except classrooms when they are scheduled for classes, for the purpose of transacting Association business consistent with this Agreement and the Illinois Educational Labor Relations Act, provided that this shall not interfere with or interrupt the normal conduct of the University and upon giving advance notice to the unit supervisor of the immediate employing work site.

#### 4.5 BOARD MEETINGS

Notice of any regular or special meetings of the Board of Trustees and committees of the Board, together with a copy of the agenda of such meetings, are generally published on the University web site prior to the meetings and available to the Association. In the event that publication is not achieved and upon the request of the Association president, the University shall provide information pertaining to any agenda item which is not protected as confidential by the Illinois Freedom of Information Act.

Generally the minutes of each Board meeting and each Committee meeting are published on the University web site after they have been prepared and approved. If the minutes have been approved but not yet published, the University, upon the request of the Association president, shall provide those minutes.

#### 4.6 INFORMATION

In accordance with applicable guidelines and legal requirements, the University and the Association agree to furnish, upon written request, information necessary to administer this Agreement or to prepare for collective bargaining. The request must generally describe the information required and the reason therefore. Parties requesting the information are expected to pay, upon request, not more than the actual cost of reproduction and certification, in accordance with the standard scale of fees established by the University.

#### 4.7 INFORMATION DISTRIBUTION

The University agrees to allow the Association the use of an SIUE web page address and the University e-mail and list serve systems for legitimate notifications to Association members. Use of a University web page address and the University's e-mail and list serve systems requires the Association to conform to University policies and procedures regarding derogatory speech, copyright rules, and restrictions regarding political announcements.

#### 4.8 NEW NON-TENURE TRACK FACULTY MEMBERS

4.8.1 The University will inform the Association president of new hires in the bargaining unit at least once a semester. (Name, rank, school, department, campus address, percent of appointment, and pay).

4.8.2 The University will provide, at the beginning of each semester, a location at no charge in order for the Association to schedule meetings with new non-tenure track faculty members.

#### 4.9 USE OF FACILITIES

The University agrees to make available University meeting rooms free of charge for Association meetings upon prior notification by the designated Association representative provided such rooms are not needed for regular University business.

#### 4.10 TIME OFF FOR ASSOCIATION ACTIVITIES

Local Association representatives shall be allowed time off without pay for legitimate Association business such as Association meetings and conventions, provided such representatives give reasonable notice to their immediate supervisor of such request for absence. Such time off shall be allowed as long as arrangements that meet with the Dean's approval can be made to cover classes and no more than one member of any academic department is required to be absent from class. The Association recognizes that the primary functions of bargaining unit members are to hold classes and to meet with students and it will strive to avoid scheduling meetings and other events that conflict with those functions.

#### 4.11 DUES DEDUCTION

The University agrees to provide a single omnibus payroll deduction for the purposes of Association dues, contributions to the Illinois Political Action Committee for Education (IPACE), and contributions to the NEA Political Action Committee (NEA-PAC), upon receipt of written authorization from a member of the bargaining unit. Such authorization must be executed by the non-tenure track faculty member and may be revoked by the non-tenure track faculty member at any time by giving written notice to both the University and the Association. The University agrees to remit all deductions made pursuant to this section promptly to the Association together with an itemized statement showing the name of each non-tenure track faculty member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

In the event a non-tenure track faculty member's salary earnings within any pay period, after deductions for withholding, retirement, health insurance, and other priority deductions, are not sufficient to cover the dues, contributions, or fees made pursuant to this section, it will be the responsibility of the Association to collect such dues, contributions or fees directly from the non-tenure track faculty member.

The Association agrees to hold the University harmless from any claim arising as a result of any deduction made pursuant to this section.

## ARTICLE V

### ADMINISTRATION RIGHTS

#### 5.1 ADMINISTRATION RIGHTS

The University retains the right to manage the University and direct the work force including the right to promulgate and modify reasonable rules and regulations; the right to determine and change the location of its facilities or portions of its facilities; the right to determine the nature of the work to be performed; the right to assign, reassign, and transfer members of the bargaining unit based upon skill, ability, qualifications, and performance; the right to determine the size and composition of its work force; the right to determine its functions and programs; the right to determine its standards of service; and the right to determine its budget, organizational structure, and selection of new employees.

The forgoing paragraph shall not be interpreted as diminishing any rights the Board may possess under statute. The rights set forth in this Article shall be exercised in a manner which does not violate any term or condition of this Agreement or the Illinois Educational Labor Relations Act or any other relevant or applicable state or federal law or regulation.

Administration is defined as: Board of Trustees, President, Chancellor, Provost, Deans, Directors, and Department Chairs or their tenure-track faculty designees.

#### 5.2 RELEASE OF STUDENT RECORDS INFORMATION AND ACCESS TO STUDENT RECORDS

University policies regarding student records incorporate the Family Educational Rights and Privacy Act (FERPA). Any records maintained by the University or any party acting on behalf of or employed by the University which are directly related to a student are considered "education records." These records, including course related grades, are official documents of the University and as such belong to the University. The Administration reserves the right to determine the methods and manner in which such records are stored and preserved by University personnel.

#### 5.3 INTELLECTUAL PROPERTY RIGHTS

Work done for hire or directed by the University by any non-tenure track faculty member is considered "University property." The rights of the non-tenure track faculty member regarding such work are clearly defined under the University policy "*Intellectual Property Rights Involving Courseware Development and Distribution.*" While the aforementioned policy grants ownership to the creating non-tenure track faculty member of works such as class notes, syllabi and other "courseware" material, all grades, evaluations, and other records of students enrolled in University classes are the property of the University.

## **ARTICLE VI**

### **CONDITIONS OF EMPLOYMENT**

#### **6.1 HEALTH AND SAFETY**

The University recognizes its responsibility to make all reasonable provisions for the health and safety of its employees, to assure and enforce compliance with federal and state laws, and to maintain sound operating practices which will result in safe working conditions.

Both parties recognize the responsibility of bargaining unit members and administrators to obey reasonable safety rules and to follow safe work practices to insure employee and student safety. The University shall not require bargaining unit members to work under unsafe or hazardous conditions and both parties recognize a mutual responsibility to insure that the learning environment is safe.

Bargaining unit members shall immediately report any unsafe working conditions or practices to the appropriate supervisor. If necessary, the matter shall be referred by the supervisor to the University's Department of Environmental Health and Safety. If the matter is not resolved, it may be taken by the Association to the appropriate Dean. If the matter is not resolved by the appropriate Dean, it shall be subject to the grievance procedure.

#### **6.2 APPLICABLE POLICIES, RULES, AND REGULATIONS**

A copy of the collective bargaining agreement will be on file in each applicable academic department. Each new bargaining unit member shall be made aware of the contract's location and upon request to the SIUE Office of Human Resources, that employee will be provided a copy. Other normal operating regulations, rules, and information (e.g., parking) shall be provided to the employee at the time of hire.

#### **6.3 ACADEMIC FREEDOM AND PROFESSIONAL ETHICS**

6.3.1 Non-tenure track faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.



- 6.3.2 As teachers, non-tenure track faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students reflects their true merit. They respect the confidential nature of the relationship between non-tenure track faculty member and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect their academic freedom.
- 6.3.3 As colleagues, non-tenure track faculty members have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of non-tenure track faculty responsibilities for the governance of their institution.
- 6.3.4 As members of their institution, non-tenure track faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- 6.3.5 As members of their community, non-tenure track faculty members have the rights and obligations of any citizen. They measure the urgency of these obligations in light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When they speak or act as a private person, they avoid creating the impression that they speak or act for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, non-tenure track faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- 6.3.6 Membership in the academic community imposes on students, non-tenure track faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways that injure individuals or damage institutional facilities or disrupt classes. Speakers on campus must not only be protected from violence, but also given an opportunity to be heard. Those

who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.

- 6.3.7 Students are entitled to an atmosphere conducive to learning and to evenhanded treatment in all aspects of the teacher-student relationship. Non-tenure track faculty members may not refuse to enroll or teach students on the grounds of their beliefs or the possible uses to which they may put the knowledge to be gained in a course. The student should not be forced by the authority inherent in the instructional role to make particular personal choices as to political action or their own part in society. Evaluation of students and the award of credit must be based on academic performance professionally judged and not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, or personal beliefs.
- 6.3.8 A non-tenure track faculty member should recognize that this privilege carries with it the responsibility to present material relevant to the subject matter of the course. Non-tenure track faculty cannot take advantage of their position by discussing material for which there is no relation to the subject or by failing to present the subject matter of the course as approved by the faculty in their collective responsibility for the curriculum.
- 6.3.9 Because academic freedom has traditionally included the non-tenure track faculty member's full freedom as a citizen, most non-tenure track faculty members face no insoluble conflicts between the claims of politics, social action, and conscience, on the one hand, and the claims and expectations of their students, colleagues, and institutions, on the other. If such conflicts become acute, and the non-tenure track faculty member's attention to their obligation as a citizen and moral agent precludes the fulfillment of substantial academic obligations, they cannot escape the responsibility of that choice, but should either request a leave of absence or resign their academic position.
- 6.3.10 First, the non-tenure track faculty should take the initiative, working with the administration and other components of the institution, to develop and maintain an atmosphere of freedom, commitment to academic inquiry, and respect for the academic rights of others.
- 6.3.11 Second, there is need for the non-tenure track faculty to assume a more positive role as guardian of academic values against unjustified assaults from its own members. Non-tenure track faculty members should recognize their stake in promoting adherence to norms essential to the academic enterprise.

## 6.4 ETHICS OF INSTRUCTION

The following is a list of minimum expectations of University non-tenure track faculty in carrying out their teaching assignments. These expectations broadly define normal faculty behavior in a fair and open teaching/learning environment.

- 6.4.1 To inform students early in the term, by means of syllabi or other written statements, of planned course coverage, required textbooks, and an approximate schedule of assignments.
- 6.4.2 To inform students early in the term, by means of syllabi or other written statements, of the grading policy to be used, including a description of the relative weight to be assigned to different activities and of attendance requirements, if any.
- 6.4.3 To announce and adhere to a schedule of office hours which permits and encourages students to meet with the non-tenure track faculty member in his/her office and to be available for special conferences as needed.
- 6.4.4 To attend promptly and fully each class meeting; to obtain permission from the chair in advance when class must be missed (except in cases of emergency); and when possible to provide an alternate Instructor who has been given directions concerning planned class activities.
- 6.4.5 Not to reschedule class meetings without the permission of the dean or chair and the consent of the students enrolled. Not to reschedule final examinations without the permission of the dean, the Provost, and the consent of the students enrolled.
- 6.4.6 To return student work promptly except when announcement has been made to the class that work will not be returned (although such work should be available for student examination) and to retain any unreturned student work for at least one term.
- 6.4.7 To provide the student at his/her request with appropriate and helpful written and/or oral explanations for assigned grades and other evaluated work.
- 6.4.8 To provide teaching and learning experiences that are free of favoritism, prejudice, discrimination, or harassment.
- 6.4.9 To remain abreast of new developments in the subject field and to incorporate this new knowledge in course instruction.
- 6.4.10 To assist in instructional support activities.
- 6.4.11 Not to become involved in amorous or sexual relationships with any student for whom the non-tenure track faculty member currently has any teaching responsibility, including counseling and advising, supervision of independent studies, research, theses, and dissertation.

## 6.5 NON-TENURE TRACK FACULTY ASSIGNMENT

6.5.1 The work of non-tenure track faculty is focused predominantly, if not entirely, on direct and indirect teaching of students in credit bearing courses. Such activities normally associated with teaching include preparation for current classes or laboratories, grading, evaluation of student progress, and conferences with students enrolled in classes currently taught. Associated duties include preparation of course syllabi (with adherence to current course outline), holding regular, posted office hours, instructional materials preparation, and other efforts devoted to such academic unit-sponsored activities as art, debate, drama, or music performances by students.

6.5.2 It is recognized that some teaching assignments involve extraordinary effort. Such effort may result in the non-tenure track faculty member being granted consideration for partial or complete fulfillment of a fifth academic unit (as defined at Article 6.8.2) as determined by the Dean or his/her designee. Extraordinary effort that may be deemed to satisfy the partial or complete fulfillment of an academic unit includes, but is not limited to:

6.5.2.1 Any course that has a scheduled lab taught by the non-tenure track faculty member.

6.5.2.2 Assigned supervision of teaching/graduate assistants who teach their own sections of a course.

6.5.2.3 Any course that requires significant student management, including grading.

6.5.2.4 Any other additional duty or responsibility that is directly or indirectly related to the non-tenure track faculty member's teaching assignment that is not otherwise specified in subsections 6.5.2.1 through 6.5.2.3 above, but that is mutually agreed to between the non-tenure track faculty member and the Dean or his/her designee to constitute an acceptable teaching related activity.

6.5.3 In addition to traditional classroom teaching, some non-tenure track faculty assignments involve various other activities which may result in the non-tenure track faculty member being granted consideration for partial or complete fulfillment of an academic unit as determined by the Dean or his/her designee. Such activities that may be deemed to satisfy partial or complete fulfillment of an academic unit include, but are not limited to:

6.5.3.1 Studio or shop supervision

6.5.3.2 Supervision of student teacher candidates, students engaged in applied studies, or student clinical activities.

- 6.5.3.3 Approved independent study courses or supervision of student projects (e.g., URAs and 409s).
  - 6.5.3.4 Those non-tenure track faculty members who hold the assignment of director/coordinator/liaison within an academic department.
  - 6.5.3.5 Course preparation efforts as determined by the Dean in consultation with the faculty member.
  - 6.5.3.6 Any other additional duty or responsibility that is directly or indirectly related to the non-tenure track faculty member's assignment that is not otherwise specified in subsections 6.5.3.1 through 6.5.3.5 above, but that is mutually agreed to between the non-tenure track faculty member and the Dean or his/her designee to constitute an acceptable workload-related activity.
- 6.5.4 The duties of the non-tenure track faculty shall normally and regularly not include a service or scholarship requirement. However, nothing in this contract shall be construed to deny a non-tenure track faculty member from accepting service or scholarship responsibilities, if the non-tenure track faculty member and Dean or his/her designee believe it to be in the best interest of the department. Partial or complete academic unit credit is granted for either service or scholarship. The Dean or his/her designee and the non-tenure track faculty member shall consult to determine appropriate credit for the assigned work.
- 6.5.5 Granting of consideration for partial or complete fulfillment of an academic unit shall not be unreasonably withheld.
- 6.5.6 No member of the non-tenure track faculty bargaining unit shall exercise supervisory or evaluative authority over any other member of the bargaining unit.

## 6.6 LECTURERS AND ASSISTANTS-IN

- 6.6.1 A Lecturer appointment dependent upon class enrollment or other contingency will receive payment of 10 percent of the total contract amount as compensation for preparation if the class is not held, or if the Lecturer is "bumped" from the class. If a Lecturer declines the assignment, there will be no compensation due to said Lecturer.
- 6.6.2 Lecturers who assume duties later than the first scheduled class day of the semester will be paid on a prorated basis. They will also receive 10 percent of the prorated salary in recognition of time spent in preparation.
- 6.6.3 Lecturers and Assistants-in will receive letters of appointment in advance of the effective date of appointment, if possible.

- 6.6.4 As need dictates, Lecturers and Assistants-in may be offered an appointment extending over the academic year.
- 6.6.5 “Established Lecturers” are Lecturers, who are based on seniority and upon satisfactory completion of thirty six (36) credit hours taught on a regular basis without a break in service greater than twelve (12) consecutive months. An Established Lecturer will receive first consideration to accept or decline available courses they are qualified to teach as determined by the Dean or designee. Lecturers and Assistants-in who have not achieved status as “Established” as defined elsewhere in the contract shall be deemed to be on probationary status.
- 6.6.6 An Instructor who becomes a Lecturer (either voluntarily or as a result of RIF) shall receive credit for those courses taught since date of hire without break in service greater than twelve (12) consecutive calendar months.
- 6.6.7 Department of Music  
A lecturer will be considered “Established” upon satisfactory completion of two hundred thirty-four percent (234%) FTE (the equivalent of 36 credit hours) taught/fulfilled on a regular basis without a break in service greater than twelve (12) consecutive months.
- 6.6.8 Department of Theater and Dance  
An Assistant-In will be considered “Established” upon successful completion of six (6) semesters of 50% appointment including fall and spring semesters (not including summer semesters), and without a break in service greater than twelve (12) consecutive months.
- 6.6.9 A list of Lecturers and Assistants-in will be maintained and organized from most cumulative credit hours taught to least cumulative credit hours taught without a break in service as defined above – 6.6.5. The Lecturer and Assistant In who holds the most cumulative credit hours is the most senior.
- 6.6.9.1 For the purposes of determining status as Established Lecturers and Assistants-in and verifying seniority, each term other than summer sessions, the University will report the names of all Lecturers and Assistants-in within the school/college during that term. The list must include: name(s), the total full-time equivalent (FTE) percent and total credit hours taught (if applicable) by each during the term. The list will be reviewed before the end of the current semester and shared with the NTTFA President or designee for the purpose of updating the list. Any corrections or changes to the list will be shared with the NTTFA.
- 6.6.10 For each semester, the teaching load for Lecturers within a department will be assigned in the following manner:
- 6.6.10.1 The Dean or designee shall invite each Lecturer to indicate the days and times she/he expects to be available for classes that semester. The

invitation shall also specify the deadline for submitting her/his preferences, and to whom her/his preferences are to be returned.

6.6.10.2 While the University will endeavor to distribute work to qualified Lecturers based on cumulative number of credit hours taught, it still reserves the right to hire practitioners and specialists to teach specific classes identified by the University as courses requiring their expertise. These individuals will not be subject to the requirements of the Lecturer list. They may still be included on the list for other classes.

6.6.10.3 Following deadline for the submission of the Lecturers' preferences, the Dean or designee shall evaluate the submitted preferences, and shall make the class assignments for the given semester.

6.6.10.3.1 Classes will then be distributed in the following manner based on the Lecturer list, qualifications, and preferences:

1. Established Lecturers will be scheduled for at least two classes. The Administration reserves the right to schedule Established Lecturers for three or more classes in the first step of the distribution process, if in the opinion of the Administration, such action will better achieve scheduling efficiency.
2. Probationary Lecturers then will be scheduled for one class.

If classes are still available:

3. Established Lecturers will be scheduled for an additional class.
4. Probationary Lecturers will be scheduled for a second class.
5. Probationary Lecturers will be scheduled for a third class.

6.6.10.3.2 The Administration reserves the right to determine what courses will be assigned to individual Lecturers based on total cumulative credit hours taught, as reflected in the seniority list (6.6.5.4) and its determination of Lecturer qualifications.

6.6.10.3.3 The Administration will endeavor to schedule established Lecturers based on the preferences listed. All parties recognize that preferences cannot always be met; and in the case where two or more Lecturers have the same scheduling preferences, distribution will be based on total cumulative

credit hours taught, with the Lecturer with the greater total cumulative credit hours taught having priority.

- 6.6.10.3.4 The Dean or designee shall then notify each Lecturer of her/his class assignments for the given semester in writing as soon as possible following completion of the class assignment procedures specified above. Such written notification shall be made by hand delivery, or by regular mail to the Lecturer's last known address, or by e-mail to the Lecturer's last known e-mail address.
- 6.6.11 All parties recognize that additions or cancellations due to conditions created by enrollment subsequent to the fulfillment of the Lecturer list will not create any requirement to adjust work assignments of any personnel on the list. Distribution of any added classes will be done at the discretion of the department chair.
- 6.6.12 If an established Lecturer declines a class assignment during any pass through the list, he or she will be moved to the bottom of the list for the remainder of that semester's passes. Those Lecturers will then be returned to a position on future lists based on their seniority as determined by the cumulative number of credit hours taught.
- 6.6.13 Nothing in this section shall modify or diminish the University's right to distribute classes to the tenured, tenure track faculty, and contingency clause Instructors. It is recognized that classes that are initially assigned may be cancelled or reassigned to tenured, tenure track or contingency clause Instructors due to conditions caused by a lack of enrollment in other classes or funding shortfalls.
- 6.6.14 Not later than the midterm of the semester, the department chair, after consultation with the Dean, will notify the Lecturer regarding the anticipated availability of courses for the next semester.
- 6.6.15 Lecturers will keep office hours as specified by the chair of the department as well as inform students of the telephone number(s) and e-mail address at which they may be reached or at which messages will be received.
- 6.6.16 At the time of initial hire, each Lecturer or Assistant-in shall be informed of: 1) his/her immediate supervisor and, as appropriate 2) who will write his/her performance review, and 3) the elements of the performance review (as of the beginning of the spring semester following the signing of this Agreement).
- 6.6.17 Lecturers and Assistants-in may receive a written performance review by the department chair or designee on a frequency and method



determined by the Administration. A copy of the written performance review will be given to the Lecturer or Assistant-in and a copy kept on file.

- 6.6.18 Lecturers will be assigned office space when possible as appropriate to carry out their academic responsibilities. Such office space need not be assigned exclusively. Personal belongings (books, records, etc.) are to be removed from the assigned space upon termination of the appointment.
- 6.6.19 Lecturers and Assistants-in will enjoy library privileges, computer support services, the use of faculty parking facilities, and the use of other University facilities during the period of their appointment. In addition, Lecturers and Assistants-in will enjoy the above-mentioned privileges during periods between appointments (e.g., during summer semester and during break periods between semesters).
- 6.6.20 Each department employing Lecturers and Assistants-in shall keep them informed on departmental activities including but not limited to curriculum changes, scheduling issues, employment opportunities, changes in departmental policies and working conditions, and non-confidential departmental minutes.
- 6.6.21 Each Lecturer and Assistant-in will receive, upon request to the department chair, a copy of the applicable University Personnel Policies.
- 6.6.22 The University and the Association agree that, as a general rule, Lecturers shall not be assigned to teach more than nine (9) credit hours in a semester. However, the parties acknowledge that Lecturers may be assigned by the Dean or his or her designee to teach more than nine (9) credit hours in a semester if the Dean or his or her designee believes that a need exists or the situation within the department so warrants.
- 6.6.23 Established Lecturers and Assistants-in can only be dismissed for just cause pursuant to Article VII of this Agreement, or for reduction in force pursuant to Article XV of this Agreement.
- 6.6.24 The length of service of Lecturers shall be determined by calculating the cumulative total number of credit hours taught at the University as a Lecturer, providing there is no gap in service greater than twelve (12) consecutive months. Those Lecturers with the highest cumulative total number of credit hours taught at the University as a Lecturer shall be most senior. The cumulative total number of credit hours taught at the University shall include only those hours taught during fall and

spring semesters, and shall not include those credit hours taught during summer terms. A Lecturer or Assistant-in shall continue to accrue service during any period the Lecturer or Assistant-in is: (1) in pay status with the University; (2) on medical leave without pay from the University; (3) receiving Worker's Compensation benefits from the State of Illinois; or (4) receiving disability benefits from the State Universities Retirement System. In such cases and during such periods, the Lecturer shall be credited with the average number of hours taught per semester over the past year by that individual Lecturer. This number will be used to calculate the credit for which the Lecturer would otherwise have been credited for that period if she/he had been actually teaching. A Lecturer or Assistant-in shall not accrue service during any other type of leave of absence without pay.

- 6.6.25 In the event a Lecturer is given assignment as an Instructor, such Lecturer shall retain the length of service accrued as a Lecturer up to the time of the appointment to the Instructor position. If the Lecturer who has been assigned to an Instructor position is returned to Lecturer status within a twelve (12) month period, he/she shall receive Lecturer credit for those courses taught as an Instructor. Such appointment to an Instructor position shall not be considered a break in service as a Lecturer.

## 6.7 OPEN INSTRUCTOR POSITIONS

- 6.7.1 All Lecturers have the right to apply for open Instructor positions.
- 6.7.2 The department chairperson will endeavor to notify all Lecturers via the University's e-mail system when an Instructor position becomes available.
- 6.7.3 All decisions related to who should be considered and who should be hired remains the sole right of the administration.
- 6.7.4 No element of this provision will be subject to the grievance process.

## 6.8 INSTRUCTORS

- 6.8.1 After an Instructor has successfully completed three semesters of full-time appointment including fall and spring semesters (not including summer semesters), and without a break in service greater than twelve (12) consecutive calendar months, that Instructor will be deemed to be an Established Instructor.

Instructors who have not achieved status as "Established Instructors" as defined elsewhere in the contract shall be deemed to be on probationary status.

- 6.8.1.1 A Lecturer who has achieved the level of Established Lecturer and who is appointed to an Instructor position shall be deemed an Established

Instructor upon successfully completing two semesters of full-time appointment including fall and spring semesters (not including summer semester).

- 6.8.2 A bargaining unit member is considered an Instructor on full-time appointment when his/her full time equivalency (FTE) is 100% for an academic year. Five academic units per semester for the Fall and Spring semester will equal 1.0 FTE. In instances where course value is less/more than three (3) credit hours, each individual credit hour will be calculated as 6.6667% FTE.
  - 6.8.2.1 An academic unit is generally defined as a three (3) credit hour course. Academic units or partial units may also be awarded for extraordinary teaching effort (refer to Articles 6.5.2 and 6.5.3), service or scholarship (refer to Article 6.5.4) approved in advance by the appropriate dean or his/her designee.
  - 6.8.2.2 Generally, the normal teaching load for an Instructor is four (4) academic units, in each of the Fall and Spring semesters. The fifth academic unit is described in Articles 6.5.2 and 6.5.3.
- 6.8.3 The Administration reserves the right to determine what courses will be assigned to individual Instructors based on class availability, the Administration's estimation of qualifications, and by length of service as an Instructor. When two Instructors who are deemed to be equal in qualifications seek to teach the same course, the University will determine scheduling in an order determined by the length of service as an Instructor.
- 6.8.4 In the event of a need to fill a vacancy that occurs during a term, Instructors who voluntarily agree to perform the duties of another faculty member for part of that term shall receive a prorated adjustment to their salary for the period of the assignment or can be relieved of other duties instead as agreed upon by the Instructor and Dean or designee.
- 6.8.5 Instructors receive class assignments based on a nine-month academic year that includes the fall and spring semesters. There is no guarantee by the Administration of summer session work by Instructors. Instructors who desire to teach summer session courses will be given consideration for those courses they are qualified to teach if such classes are deemed available by the Dean or his/her designee. When two Instructors who are deemed to be equal in qualifications seek to teach the same course, the University will determine scheduling in an order determined by the length of service as an Instructor.
- 6.8.6 Instructors will receive a written performance review annually by a method determined by the Administration. A copy of the written performance review will be given to the Instructor.

- 6.8.7 Established Instructors can only be dismissed for just cause pursuant to Article VII of this agreement, or for reduction in force pursuant to Article XV of this Agreement.
- 6.8.8 Both parties recognize that governance activities at all levels of the University, exclusive of items contained in this contract, are the sole purview of the Administration as defined in Article 5.1. Participation in such activities, including but not limited to faculty meetings and committee work, will be determined by the Dean or his/her designee. Decisions regarding participation in such activities are not subject to the grievance procedure nor can participation be established or hindered through claims of past practice.
- 6.8.9 The Administration as defined reserves all rights and privileges in the assigning of professional development funds, including travel. Instructors shall be able to apply for such funds. Activities related to professional development funds will not be subject to the grievance procedure nor can rights to these funds be established through claims of past practice.
- 6.8.10 A list of Instructors will be maintained and organized by the length of service as an Instructor. The length of service of Instructors shall be determined by the beginning date that the Instructor is in pay status as an instructor. Those Instructors with the greatest length of service at the University as an Instructor shall be most senior. An Instructor shall continue to accrue service during any period the Instructor is: (1) in pay status with the University as an Instructor; (2) between semesters and/or academic years or periods of administrative closure; (3) on medical leave without pay from the University; (4) receiving Worker's Compensation benefits from the State of Illinois; or (5) receiving disability benefits from the State Universities Retirement System. In such cases and during such periods, the Instructor shall be credited with accumulation of the same length of service for which the Instructor would otherwise have been credited for that period if she/he had been actually working. An Instructor shall not accrue service during any other type of leave of absence without pay, except in the case of unpaid leave (Article 13.1).
- 6.8.10.1 For the purpose of determining status as Established Instructors and verifying seniority, each term other than summer sessions, the University will report the names of all Instructors within the school/college during that term as confirmation of continued employment as an Instructor. The list will be reviewed before the end of the current semester and shared with the NTTFA President or designee for the purposes of updating the list. Any corrections or changes to the list will be shared with the NTTFA.
- 6.8.11 A full-time member of the faculty of Southern Illinois University at Edwardsville shall not, during his or her period of service, engage in a business (including self-

employment)\* or be employed for remuneration by agencies other than the University except with the approval of the Chancellor or his/her designee, provided that approval shall not be arbitrarily denied. Application forms for requesting approval of such outside employment may be secured from and submitted directly to the Office of the Provost and Vice Chancellor for Academic Affairs. Any denial and the reasons therefore will be provided in writing to the Instructor within twenty (20) working days following the submission of the application form to the Office of the Provost.

An annual renewal of approval for outside employment must be secured by the same process as the original approval. This annual reapproval request should be submitted by July 1.

\*Self-employment does not include personal research or publication but does include all other outside activities for which remuneration is received.

## ARTICLE VII

### DISCIPLINE

- 7.1 Discipline of an established non-tenure track faculty bargaining unit member under this Agreement shall mean reprimand, suspension without pay, or dismissal from service prior to the end of the terms according to the appointment approval form. The University subscribes to the principles of progressive discipline. No disciplinary action shall be instituted against any established bargaining unit member without just cause. Any disciplinary action beyond oral reprimand shall be predicated upon written charges directly related to the member's employment or fitness to perform his/her duties.
- 7.1.1 The parties specifically agree that a non-tenure track faculty bargaining unit member may be terminated prior to the end of her/his probationary period for performance deemed inadequate by the University. Notice of termination prior to the end of a semester or academic year contract must be given in writing and notice of one month or one month's pay will be provided to the probationary employee.
- 7.1.2 If termination occurs at the end of the semester or academic year, notification of thirty (30) days will be given and no payment will be required.
- 7.1.3 Termination or non-reappointment of probationary non-tenure track faculty bargaining unit members is not subject to the grievance and arbitration procedures contained in this Agreement.
- 7.2 When the University has reason to believe an incident has occurred which might constitute grounds for the discipline of an established non-tenure track faculty bargaining unit member, it shall investigate prior to the application of Section 7.3 below. Interviews with bargaining unit members may be conducted during any such investigation. Bargaining unit members may request Association representation at any time prior to and/or during the interview process.
- 7.2.1 When in the judgment of the Administration the presence of an established non-tenure track faculty bargaining unit member on University property presents a threat to the health and safety of the member or other members of the University community or represents a threat of substantial disruption or interference with the normal activities of the University, or the normal and lawful activities of any member of the University community, the Administration may direct that the member be removed and barred from University property with pay pending the disposition of the disciplinary process provided for under this Article.
- 7.3 Prior to imposing disciplinary action on an established non-tenure track faculty bargaining unit member, the appropriate member of the Administration will meet with that person and provide them with an opportunity to present his/her case. The bargaining unit member shall be given the opportunity to be accompanied by an Association representative. Whenever possible, advanced verbal and written notice of the purpose for

the meeting will be provided and such notice will include a statement advising the employee of their right to Association representation.

If, subsequent to the meeting, the University decides to impose discipline, the established bargaining unit member shall be sent a written statement of the charges and the discipline imposed and a copy will be provided to the Association.

- 7.4 If, when disciplinary action is administered to an established non-tenure track faculty bargaining unit member, the established bargaining unit member or the Association disagree with the action taken, a grievance may be initiated in accordance with the time lines and procedures specified in the Grievance Procedure.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

8.1 DEFINITIONS

- 8.1.1 The term “grievance” shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement.
- 8.1.2 The term “grievant” shall mean a non-tenure track faculty member, group of non-tenure track faculty members, or the Association in a dispute over a term or provision of this Agreement.
- 8.1.3 As used in this Article, the term “days” means business days.
- 8.1.4 As used in this Article, the term “immediately involved supervisor” means the administrative employee responsible for the action, occurrence or omission that precipitated the grievance.

8.2 INFORMAL PROCEDURE

- 8.2.1 The parties acknowledge that it is usually most desirable for a non-tenure track faculty member and the immediately involved supervisor to resolve problems through free and informal communications.
  - 8.2.1.1 The non-tenure track faculty member shall have the option, and shall be encouraged, to utilize the Faculty Ombuds Service as a resource to assist in attempting to resolve the problem.
  - 8.2.1.2 The non-tenure track faculty member shall be entitled to have a representative of the Association present to assist during such informal communications. This would then entitle the immediately involved supervisor to have a representative of the Provost or the Offices of Human Resources to assist in attempting to resolve the problem.
- 8.2.2 Nothing contained herein shall be construed as limiting the right of a non-tenure track faculty member having a grievance to discuss the matter informally with the immediately involved supervisor and have the grievance adjusted without the intervention of the Association, provided that any such adjustment is not inconsistent with the terms of the Agreement.

8.3 FORMAL PROCEDURE

- 8.3.1 If the matter is not resolved informally, a formal grievance may be filed in accordance with the following procedure:



8.3.1.1 Step 1

The non-tenure track faculty member or the Association shall present the grievance in writing on the official Grievance Form (See Appendix A) to the immediately involved supervisor within thirty (30) days following the act or omission giving rise to the grievance, or the date the non-tenure track faculty member knew or reasonably should have known of such act or omission.

The written grievance shall state the nature of the grievance, the remedy requested, and shall be signed by the grievant or an Association representative. The immediate involved supervisor shall arrange for a meeting to take place within ten (10) days following receipt of the grievance for the purpose of hearing the grievance. The grievant, an Association representative and the immediately involved supervisor shall be present for the meeting. Within ten (10) days following the meeting, the grievant and the Association shall be provided with the supervisor's written response to the grievance, including reasons for the decision.

8.3.1.2 Step 2

If the grievance is not resolved at Step 1, the grievant or the Association may appeal the grievance to the Dean within ten (10) days following receipt of the Step 1 response. The Dean shall arrange for a meeting to take place within ten (10) days following receipt of the appeal for the purpose of hearing the grievance. The grievant/Association shall have the right to have present such witnesses and representatives as deemed necessary. Within ten (10) days following the meeting, the grievant and the Association shall be provided with the Dean's written response to the grievance, including reasons for the decision.

8.3.1.3 Step 3

If the grievance is not resolved at Step 2, the grievant or the Association may appeal the grievance to the Provost within ten (10) days following receipt of the Step 2 response. The Provost or designee shall arrange for a meeting to take place within ten (10) days following receipt of the appeal for the purpose of hearing the grievance. The grievant/Association shall have the right to have present such witnesses and representatives as deemed necessary. Within ten (10) days following the meeting, the grievant and the Association shall be provided with the Provost's or designee's written response to the grievance, including reasons for the decision.

#### 8.3.1.4 Step 4

If the grievance is not satisfactorily resolved at Step Three, the Association and University may mutually agree to request mediation of the grievance. If the parties do not mutually agree to mediation within fifteen (15) days following the date the Association receives the Step Three answer, the Association may advance the grievance to Step Five (binding arbitration). If the parties mutually agree to mediation, the University and the Association shall attempt to agree on the selection of a mediator. If the parties are unable to agree on the selection of a mediator within the said fifteen (15) days, the request for mediation shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall appoint a mediator from its staff to assist the parties in attempting to resolve the grievance. The mediation process shall begin as soon as practical following the appointment of the mediator, and shall continue for a period not to exceed thirty (30) days from the date the mediator is appointed, unless the parties mutually agree to extend the mediation period.

#### 8.3.1.5 Step 5

If the Association is not satisfied with the disposition of the grievance at Step 3 (in the event the parties do not agree to mediation of the grievance at Step 4) or Step 4 (in the event the parties are unable to resolve the grievance through mediation at Step 4), the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the University within thirty (30) days following receipt of the Step 3 or Step 4 response, whichever the case may be, the grievance shall be deemed withdrawn. Within fifteen (15) days following the filing of a demand for arbitration with the University, the parties shall attempt to agree on the selection of an arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said fifteen days, the demand shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall act as administrator of the proceedings in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA).

### 8.4 PROCEDURAL STIPULATIONS

#### 8.4.1 Bypass

By mutual agreement between the grievant and/or the Association and the University, any step of the grievance procedure may be bypassed, and the grievance brought to the next step.

#### 8.4.2 No Reprisals

No reprisals shall be taken against any non-tenure track faculty member because of his/her participation in a grievance.

#### 8.4.3 Representation

A non-tenure track faculty member shall have the right to have an Association representative present at all levels of this grievance procedure, and no non-tenure track faculty member shall be required to discuss a grievance without the presence of an Association representative.

#### 8.4.4 Disclosure of Pertinent Information

The University shall promptly provide, upon request by the Association, all information and material pertinent to a grievance within seven (7) days following such request. The Association agrees to reimburse the University, upon request, not more than the actual cost of reproduction and certification, in accordance with the standard scale of fees established by the University.

#### 8.4.5 Released Time

Non-tenure track faculty members shall, after giving appropriate notice to their immediate supervisor, be allowed time off, including travel time when necessary without loss of pay to attend grievance hearings, labor/management meetings established by this Agreement, or meetings called or agreed to by the University; provided such non-tenure track faculty members are entitled or required to attend such meetings by virtue of being Association representatives, witnesses or grievants, and such attendance does not substantially interfere with the University's operations. All effort must be made to avoid the cancellation of class meetings.

Association representatives, upon requesting permission from their immediate supervisors, shall be permitted to devote reasonable time without loss of pay to investigate or process grievances or disputes provided their absence does not result in the cancellation of class meetings or interfere with the University's operations. It is understood that non-tenure track faculty members who have been given permission to investigate grievances may be called back when operations require their immediate presence. No non-tenure track faculty members or Association representatives shall leave work to investigate, file or process grievances without first making arrangements with their immediate supervisors or designees as well as the supervisor of any department to be visited. Such arrangements shall not be denied in an arbitrary and capricious manner. The University reserves the right to require reasonable documentation of time spent in processing grievances. The University agrees that such

documentation of time shall not be construed to allow supervisors to question the content or merits of the grievance(s).

8.4.6 Witnesses

When the Association wishes to present employees of the University as witnesses in any proceedings pursuant to this Article, it shall give written notice to the Director, Human Resources who shall authorize the affected employee's absence from work for the time necessary for that individual's testimony. All effort must be made to avoid the cancellation of class meetings.

8.4.7 Filing of Materials

All records and materials related to a grievance shall be filed separately from the personnel files of non-tenure track faculty members.

8.4.8 Grievance Settlement or Withdrawal

By mutual agreement between the grievant, the Association, and the University a grievance may be settled or withdrawn at any level without establishing a precedent. The withdrawal of a grievance shall not be construed as a determination of the merits of a grievance.

8.4.9 No Written Response

If no response is received at any step within the specified time, the grievant may move the grievance to the next step.

8.4.10 Extension of Time Limits

Any of the time limits specified in this grievance procedure may be extended upon the mutual agreement of the Association and the University.

8.4.11 Expedited Arbitration

At the joint request of the Association and the University, the Expedited Arbitration Rules of the AAA shall be used instead of the Voluntary Labor Arbitration Rules to govern arbitration proceedings. Regardless of which AAA rules govern, in the event of conflict between the AAA rules and the provisions of this Agreement, the provisions of this Agreement will govern the proceedings.

#### 8.4.12 Postponement or Cancellation

If only one party requests the postponement or cancellation of an arbitration hearing, that party shall bear the full cost of such postponement or cancellation.

#### 8.4.13 Authority of the Arbitrator

The arbitrator shall neither add to, subtract from, modify nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the non-tenure track faculty member is not receiving the appropriate salary, but the arbitrator may not award other monetary damages or penalties.

#### 8.4.14 Effect of Decision

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

#### 8.4.15 Fees and Expenses

The costs of arbitration, including the fee of the arbitrator, shall be borne equally by the University and the Association, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall share, equally with the first party, the cost of making the record. Refusal by other party to share these costs shall prohibit that party from obtaining any transcript from the arbitration hearing.

**ARTICLE IX**  
**PERSONNEL FILES**

9.1 OFFICIAL FILE

An official personnel file for each non-tenure track faculty member shall be maintained in the Offices of Human Resources. This file shall be the sole repository of records to be utilized in administrative decisions affecting the non-tenure track faculty member's employment status. For ease of administration and improved confidentiality such files may be kept in separate parts for benefits and salary administration and for professional purposes. Each non-tenure track faculty member shall have the right, upon prior request, to review the contents of her/his personnel file, and to place therein written reactions to any of its contents. Each non-tenure track faculty member shall also have the right to insert other appropriate material in her/his personnel file with the inspection of the Provost or his/her designee. Such material must be factual and not constitute an attack on the University, the Board of Trustees, or University employees. If denied, written notification and the reason for the denial will be given to the non-tenure track faculty member.

9.2 COPY OF FILE MATERIALS

Materials related to discipline or re-employment, or any material derogatory to a non-tenure track faculty member's conduct, service, character or personality may not be placed in the personnel file unless the non-tenure track faculty member has first been given a copy of such material and given an opportunity to discuss such material with the appropriate supervisor or administrator.

9.3 USE OF FILE MATERIALS

No material may be used for punitive or disciplinary action against a non-tenure track faculty member that has not been placed in the non-tenure track faculty member's personnel file in accordance with this article. This prohibition shall not apply to investigatory or security records maintained by the University to investigate alleged criminal conduct by a non-tenure track faculty member or other alleged activity by a non-tenure track faculty member which could reasonably be expected to harm the University's property, operations or business, or could by the non-tenure track faculty member's action cause the University financial liability. Such records shall not be available for inspection unless and until the University takes adverse personnel action based on information in such records.

9.4 REMOVAL OF FILE MATERIALS

A non-tenure track faculty member may request the Director, Human Resources to expunge any material from the non-tenure track faculty member's personnel file. The Director Human Resources or designee shall review the matter, make a prompt decision

and give the non-tenure track faculty member written notification of, and reasons for the decision within fifteen (15) working days. If the non-tenure track faculty member disagrees with the decision of the Director, Human Resources, the non-tenure track faculty member shall have the right to respond to the decision. Expunged material shall be given to the non-tenure track faculty member for disposal.

#### 9.5 CONFIDENTIALITY OF FILE MATERIALS

No one other than the non-tenure track faculty member's department chairperson, Dean, Provost, the Director, Human Resources, or her/his designee shall have access to the non-tenure track faculty member's personnel file without prior written consent of the non-tenure track faculty member, except in cases whereby a court order or subpoena is issued that requires the University to disclose information in the non-tenure track faculty member's personnel file, in which case the University shall promptly notify the non-tenure track faculty member of the disclosure when allowed by law.

#### 9.6 ANONYMOUS MATERIAL

Materials shall only be installed in the non-tenure track faculty member's personnel file by members of the staff of the University's Human Resources Office. No anonymous material pertaining to a non-tenure track faculty member's conduct, work performance, or character will be contained in the file.

#### 9.7 ILLINOIS PERSONNEL RECORDS REVIEW ACT

All other matters pertaining to a non-tenure track faculty member's personnel file shall be handled in accordance with the Personnel Records Review Act of Illinois.

**ARTICLE X**  
**COMPENSATION**

**10.1 BASE SALARY INCREASES – INSTRUCTORS**

The base salary for Instructors covered by this Agreement is the monthly full-time equivalent (FTE) salary as of the last day of the Spring Semester 2010, exclusive of payment for overload.

Effective July 1, 2010, the monthly base salary for Instructor will be adjusted by the same percentage received by non-represented employees for that year (FY 2011), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

**10.2 OVERLOAD COMPENSATION FOR INSTRUCTORS**

Overload will be paid for work by Instructors beyond five (5) academic units in a semester. Compensation for overload will not be less than the minimum base rate for the assignment. Nothing will prohibit the University from paying overload compensation greater than the minimum base rate. Instructors who are assigned to fill a vacancy that occurs during a term shall receive a prorated adjustment.

**10.3 SALARY INCREASES – LECTURERS AND ASSISTANTS-IN**

The base salary for Lecturers and Assistants-in covered by this Agreement is the monthly full-time equivalent (FTE) salary as of the last day of the Spring Semester 2010, exclusive of payment for overload.

Effective July 1, 2010, the minimum monthly base salary for Lecturers (\$2,800) and the minimum base salary for Assistants-in (\$1,690) will be adjusted by the same percentage received by non-represented staff for that year (FY 2011), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

10.3.1 The University reserves the right when necessary to pay individuals with special knowledge, skills, and/or abilities more than the minimum rate for teaching certain courses.

10.3.2 Lecturers who were paid above the minimum for their classes prior to July 1, 2010 will continue to be paid above the minimum for teaching those same courses during the life of this contract.



#### 10.4 ELECTRONIC FUND TRANSFER (EFT)

All employees will designate a financial institution (e.g. a bank or credit union) that will accept EFT of paychecks, for the purpose of having their paychecks electronically deposited, and will notify the Offices of Human Resources of such designation. New employees will make the designation at time of hire. Current employees must make a designation within sixty (60) calendar days following the final execution date of the contract. Human Resources will identify and contact current employees not already using EFT to notify them of this requirement. It is understood, however, that the University may refuse EFT to employees for reasons including, but not limited to, repeated wage garnishments or offsets against their wages, provided that such refusal shall not be arbitrary or capricious. Forms are available online at the Office of Human Resources website.

## **ARTICLE XI**

### **BENEFITS**

#### **11.1 HEALTH INSURANCE COVERAGE**

During the term of this Agreement, health and life insurance benefits shall be provided to all eligible non-tenure track faculty members covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, 127 Ill. Rev. Stat. 521 et seq., as amended from time to time. The parties agree to accept the terms and conditions of life and health benefits, including costs to unit employees required for participation in the plan negotiated by AFSCME and the Department of Central Management Services.

#### **11.2 RETIREMENT, DEATH AND DISABILITY BENEFITS**

During the term of this Agreement, retirement, death and disability benefits shall be provided to all eligible non-tenure track faculty members covered by this Agreement in accordance with Chapter 108½, Illinois Revised Statutes.

#### **11.3 WORKER'S COMPENSATION**

During the term of this Agreement, worker's compensation benefits shall be provided to all eligible non-tenure track faculty members covered by this Agreement in accordance with Chapter 48, Illinois Revised Statutes.

#### **11.4 RELATED OPTIONAL BENEFITS**

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance and tax sheltered annuities) uniformly available to other University employees shall be available to eligible non-tenure track faculty members covered by this Agreement.

#### **11.5 TUITION WAIVER**

11.5.1 Non-tenure track faculty members who enroll in credit courses at SIU, other than in the medical, dental, law, aviation and other special tuition programs, are eligible for waiver of tuition, exclusive of fees, during academic terms in which they are in active pay status, provided that the courses are completed prior to the expiration of active pay status. Non-tenure track faculty members not on active pay status during an academic term but possessing an appointment for the prior and subsequent academic term may exercise this tuition waiver.

11.5.2 Non-tenure track faculty members who retire from the University, as well as surviving spouses and dependents of deceased non-tenure track faculty members, shall be eligible for waiver of tuition exclusive of fees, for credit

courses at SIU, other than in the medical, dental, law, aviation and other special tuition programs.

- 11.5.3 If, during the term of this Agreement, the University offers a tuition waiver benefit for dependents of non-negotiated employees, the same benefit will be extended to eligible non-tenure track faculty members covered by this Agreement.
- 11.5.4 The University will provide partial tuition waivers for children of eligible instructors in accordance with the Southern Illinois University Management Act, 144 III. Rev. Stat. 658f, and rules and regulations prescribed by the Board of Trustees as amended from time to time. Thus, each year, the University shall offer fifty percent (50%) tuition waivers for undergraduate education to the children of eligible instructors who have been employed by the University for at least seven (7) years. To be eligible to receive a partial tuition waiver, the child of an eligible instructor:
- 11.5.4.1. Must be under the age of 25 at the commencement of the academic year during which the partial tuition waiver is to be effective, and
  - 11.5.4.2. Must qualify for admission to the University under the same admissions requirements, standards and policies that the University applies to applicants for admission generally to its respective undergraduate colleges and programs.
- 11.5.5 Subject to the provisions and limitations of subsection 11.5.4., an eligible applicant who has continued to maintain satisfactory academic progress toward graduation may have his or her partial tuition waiver renewed until he or she has expended four (4) years of undergraduate partial tuition under this Section.
- 11.5.6 Non-tenure track faculty members covered by this Agreement who have been employed for at least one academic year and who are involuntarily separated from the University, except for just cause pursuant to Article VII of this Agreement, shall for a period of one calendar year following separation, be entitled to enroll in credit courses offered at SIU, other than in the medical, dental, law, aviation and other special tuition programs, without payment of tuition. Such persons shall be required to pay the usual and applicable fees.

## ARTICLE XII

### PAID LEAVES

#### 12.1 SICK LEAVE

- 12.1.1 All Instructors will be eligible for sick leave benefits in accordance with the following:
  - 12.1.1.1 accruable sick leave benefits will be granted to all Instructors at the rate of 7.2 work days (the equivalent of 10 calendar days per year).
  - 12.1.1.2 Non-accruable sick leave benefits will be granted to all Instructors at the rate of 43 work days (the equivalent of 60 calendar days per year).
  - 12.1.1.3 both the accruable and non-accruable sick leave benefits for all Instructors will be prorated in accordance with the percentage of appointment.
- 12.1.2 Sick leave for all Instructors will be used in the following order:
  - 12.1.2.1 non-accruable sick leave for the current year;
  - 12.1.2.2 sick leave accrued on or after July 1, 2007.
- 12.1.3 Sick leave is not accrued during periods of leave without pay or other non-pay status.
- 12.1.4 There shall be no limit in the amount of accruable sick leave that may be accumulated.
- 12.1.5 Guidelines for implementation and use of sick leave will be issued, in writing, by the Offices of Human Resources.
- 12.1.6 Sick leave compensation shall be at the normal rate of pay. All Instructors may use their sick leave for personal medical and dental appointments and for illness or injury of themselves, their spouses, their domestic partners, their children and members of their immediate family living in their household. Immediate family includes parents, brothers, sisters, grandparents, grandchildren, and corresponding in-laws.
- 12.1.7 Instructors receiving sick leave pay, worker's compensation disability benefits or on unpaid sick leave may not work elsewhere without the approval of the Dean or designee.

- 12.1.8 An Instructor who is (or expects to be) absent from his/her classes and whose classes are not otherwise covered shall notify the department chairperson or designee immediately, and, in cases where the absence will be for more than three (3) days, the Instructor shall notify the department chairperson or designee of the anticipated length of absence so that arrangements can be made for the faculty member's classes to be covered during said absence.
- 12.1.9 The University may require a physician's certificate or a note from a licensed mental health practitioner, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. The University shall not invoke this requirement arbitrarily or capriciously. Upon return to duty following sick leave utilization in excess of five (5) consecutive workdays, a physician's certification or a note from a licensed mental health practitioner from the first day of illness shall be sent to the Offices of Human Resources.
- 12.1.10 The University reserves the right to refer an Instructor for a medical examination by a physician of the University's choice for the purpose of determining that person's physical or mental fitness to carry out his or her duties. The University will assume the costs of the examination and will advise the physician that the Instructor has no responsibility for the costs of the examination. Instructors will not suffer a loss in their regular compensation due to absence for such examinations during their regularly scheduled work hours. If the Instructor disagrees with the results of the examination, he/she shall have the right to seek additional medical opinions at his/her expense. The parties agree that this provision shall not be invoked except by the Director, Human Resources.
- 12.1.11 Accrued sick leave will be transferable within the Southern Illinois University system.
- 12.1.12 Holidays recognized by the University and/or periods of administrative closure will not be charged against any Instructor's sick leave. If a holiday occurs on a day(s) on which the Instructor is on sick leave, the holiday shall not be charged as sick leave. This clause shall not apply to closures for inclement weather.
- 12.1.13 All records of sick leave shall be maintained in the office of the department chairperson with annual reports calculated as of June 30 each year forwarded through appropriate channels to the Offices of Human Resources.

## 12.2 BEREAVEMENT

A leave of up to four (4) working days with pay will be granted to all bargaining unit members covered by this Agreement to attend the funeral and/or for bereavement of a member of the immediate family or household. For purposes of funeral/bereavement leave, the immediate family is defined as spouse, domestic partner, child, parent, brother,

sister, grandparent, grandchild, corresponding in-laws, and step relatives. Household is defined as anyone maintaining a family relationship living in the bargaining unit member's home. Approval will be granted for leave with pay of one (1) working day to attend the funeral of a relative outside the immediate family or household as defined above.

Leave beyond these amounts may be approved by the Dean or designee under special circumstances and shall be charged against sick leave. In the event the bargaining unit member is without sufficient sick leave time, a leave of absence without pay may be granted.

### 12.3 COURT APPEARANCE LEAVE

Instructors covered by this Agreement, who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, will be allowed time away from work with pay for such purposes provided such service is not required for appearing as (1) a plaintiff, complainant, defendant or respondent in a non-job related proceeding involving such Instructor; (2) an expert witness when the Instructor is compensated for such appearance; or (3) a plaintiff or complainant in a proceeding in which the Board or any employer representative is a defendant or respondent. No reduction in the amount of the Instructor's regular pay shall be made for an Instructor who has been granted a leave of absence for jury duty or witness service. In being granted a leave of absence for jury duty, the Instructor may be required to return to work for a portion of the Instructor's work shift when the Instructor is not required in any jury attendance. Instructors shall present a copy of the appropriate notice to appear to their immediate supervisor at least three (3) working days prior to the date the Instructor is to be absent from work. Upon returning to work, Instructors shall present appropriate documentation of their appearance.

### 12.4 MILITARY LEAVE

The University will comply with the Military Leave of Absence Act, 129 Ill. Rev. Stat. 500 et seq., as amended from time to time. Thus, a bargaining unit member who is a member of any reserve component of the United States Armed Forces or for any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, including:

- (1) basic training;
- (2) special or advanced training, whether or not within the State, and whether or not voluntary; and
- (3) annual training.

During such leaves, the bargaining unit member's seniority and other benefits shall continue to accrue.

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

A bargaining unit member serving as a member of the National Guard (or other State military components) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined wage from the University and the military, equal to, but not exceeding the bargaining unit member's straight time daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the bargaining unit member from the University, the bargaining unit member may elect to accept the higher rate in which case the bargaining unit member shall receive no compensation from the University, as the case may be. The amount of compensation received for temporary active duty shall be reported to the University within thirty days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll or as soon as practical thereafter. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with this Section.

#### 12.5 CATASTROPHIC OR EMERGENCY SITUATIONS

If a catastrophic situation occurs, or if any emergency condition exists or is impending, bargaining unit members may be ordered to leave work, without reference to layoff procedures. Under such circumstances, bargaining unit members shall receive pay for the remainder of the workday. Affected bargaining unit members shall not lose seniority because of such action; provided the required absence does not exceed thirty (30) consecutive workdays. In any case, the University will make every reasonable effort to return affected bargaining unit members to work as soon as conditions permit.

#### 12.6 SALARY UPON RETURN FROM LEAVE OF ABSENCE

Upon return from any leave of absence granted pursuant to this Article, the bargaining unit member shall receive not less than the same salary amount that (s)he would be receiving had (s)he worked at the University during such period of leave in accordance with the percentage of appointment.

#### 12.7 PORTABILITY OF BENEFITS

Any Instructor transferring out of a bargaining unit position to another position within the University shall retain all unused accrued sick leave and bargaining unit seniority as defined in this Agreement upon returning to the bargaining unit.

## 12.8 EXTRAORDINARY CIRCUMSTANCES

Under extraordinary circumstances leave beyond the amounts described in Article XII above may be advanced entirely at the discretion of the Dean or designee.



## **ARTICLE XIII**

### **UNPAID LEAVES**

#### **13.1 LEAVES OF ABSENCE WITHOUT PAY**

All Instructors, established Lecturers, and established Assistants-in may request leave of absence without pay for any purpose mutually agreed to by the University and the Instructor, established Lecturer, or established Assistant-in. Such leave shall be for no more than one (1) calendar year, unless approved by the Dean or her/his designee. Ultimate authority to grant such leaves is discretionary with the Dean or designee, provided that request for such leave shall not be unreasonably denied. The appointment status of an Instructor, established Lecturer, or established Assistant-in shall not be affected by such leave of absence. Upon return from such leave, the Instructor, established Lecturer, or established Assistant-in shall be restored to a position similar to that she/he held immediately prior to the leave with all previously accrued rights, salary, benefits and seniority.

13.1.1 Application for a leave of absence without pay shall be submitted by the bargaining unit member to his or her immediate supervisor for consideration. All arrangements, agreements, and understandings related to the requested leave, including a statement of the specific purpose of the leave and any understandings concerning the bargaining unit member's return to University service following the leave, shall be reduced to writing by the bargaining unit member. The bargaining unit member's supervisor shall forward the application through channels to the Dean or designee.

13.1.2 A recipient of a leave of absence without pay shall have no obligations to the University beyond fulfilling all financial and records obligations, including obligations to students concerning completion of incomplete courses or academic requirements partially fulfilled, which persist into the leave period and of giving notice of intention to return to University service at least six months prior to the end of a leave.

13.1.3 Bargaining unit members may not work elsewhere while on unpaid leave without the approval of the Dean or designee.

#### **13.2 MEDICAL LEAVE**

A leave of absence without pay may be granted to any bargaining unit member for medical reasons, when justified by their state of health and when recommended by their physician(s). Bargaining unit members must return to employment when released by

their attending physician(s) and the University physician in order to retain employment status. Medical leave, for Instructors, may begin only after all accumulated sick leave has been used for injury or illness not arising out of and in the course of employment. Such leaves may not exceed one (1) calendar year. Ninety (90) days notice shall be required for return to active status, unless waived by the University. The University reserves the right to request a “release of information” and medical documentation from a bargaining unit member, in order to obtain a diagnosis, prognosis, and/or treatment plan from the employee’s medical physician or licensed mental health practitioner.

### 13.3 INSURANCE PREMIUMS AND RETIREMENT SYSTEM CONTRIBUTIONS

In accordance with the Illinois State Employee Group Insurance Act of 1971, 127 Ill. Rev. Stat. 521 et seq., as amended from time to time, an eligible bargaining unit member on leave of absence without pay may continue coverage under University sponsored insurance plans. If the eligible bargaining unit member is on leave of absence without pay, it will be necessary for her/him to arrange for premium payments during the period of the leave at the Offices of Human Resources. If the eligible bargaining unit member is on leave of absence with pay, the insurance premiums will continue to be deducted from her/his pay.

In accordance with the Illinois Pension Code, 108 1/2 Ill. Rev. Stat. 1-101 et seq., as amended from time to time, an eligible bargaining unit member on leave of absence without pay (except while under worker’s compensation for injury) must make contributions to the State Universities Retirement System in order to continue eligibility for additional death and disability benefits and to earn credit toward the retirement annuity. An eligible bargaining unit member wishing to make such contributions must file an Election to Make Contributions on the State Universities Retirement System form available from the Offices of Human Resources or from the State Universities Retirement System office. The form must be received by the Retirement System within thirty (30) days following the beginning date of leave without pay.

## **ARTICLE XIV**

### **NON-TENURE TRACK FACULTY/ADMINISTRATION CONFERENCES**

- 14.1 The Association and the University mutually agree that in the interest of efficient management and harmonious relations, it is desirable that meetings be held between the Association President and/or designee(s) and the Provost and/or designee(s). Such meetings may be requested at least five (5) days in advance by either party by placing in writing a request to the other for a “Non-Tenure Track Faculty/Administration Conference” and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall include but not be limited to:
- a. Discussing the implementation and general administration of this Agreement.
  - b. Sharing general information of interest to the parties.
- 14.2 Three (3) non-tenure track faculty members representing all bargaining unit members will be allowed time off without loss of pay to attend such conferences. However, the non-tenure track faculty members must insure that no class meetings will be cancelled and give reasonable notice to their immediate supervisors of their intended absence, and the supervisors will grant such time consistent with the operating needs of the University. More than three (3) non-tenure track faculty members may be allowed time off without loss of pay to attend such conferences if mutually agreed to by the University and the Association.

## **ARTICLE XV**

### **REDUCTION IN FORCE**

#### **15.1 REDUCTION IN FORCE DEFINED**

For the purposes of this Article, a reduction in force, except for those teaching non credit bearing courses, shall mean the reduction in full time equivalency (FTE) below 1.00 for established Instructors or a total elimination of their position. A change in class assignments or a difference in the assignment of academic work units that does not result in a reduction in FTE is not a reduction in force.

The employment of Lecturers is contingent on the availability of classes for which they are deemed by the Dean or his/her designee qualified to teach, and they will be distributed according to the procedure outline in Article VI, Section 6.6.5. The parties acknowledge that it is the nature of Lecturer positions that they are contingent upon the number of courses and that they are at the discretion of the University. The parties agree that established Lecturers, as defined in this Agreement and who are deemed the most qualified by the Dean or her/his designee, shall be given course assignments before probationary Lecturers or newly hired Lecturers as additional courses become available.

Course assignments for Instructors will be determined by the Dean or her/his designee by first considering the specific qualifications needed for departmental assignments. Such assignments shall be made in seniority order from those determined by the Dean or her/his designee to be qualified for the assignment.

The appropriate Dean or his/her designee will have sole responsibility for determining the qualification of the non-tenure track faculty to teach available courses. In determining qualifications, the Dean or her/his designee shall use the published job description, comparative academic and professional background and training, and teaching experience.

It is the sole responsibility of the individual non-tenure track faculty member to insure that the department has the non-tenure track faculty member's up-to-date credentials on file at all times.

If the University displaces or relocates an Instructor's assignment to another department without substantial change in duties, this shall not be considered a reduction in force and the incumbent shall be permitted to move with the assignment and shall maintain their length of service.

15.1.1 For those Instructors teaching non credit bearing courses, a reduction in FTE as a result of students withdrawing from instruction or requesting a different instructor during the academic year will not be considered a reduction in force.

15.1.2 In the event an Instructor teaching a non credit bearing course has a reduction in FTE due to the withdrawal of students, the University will not transfer students from any other faculty member. Any reduction in FTE will result in a corresponding reduction in pay and benefits. However, the University will endeavor to place new students with the affected Established Instructor based on qualifications, seniority and student preferences at the beginning of each academic year for two consecutive years following the reduction in FTE. After the two consecutive years, there will be no obligation on the part of the University to place new students with the affected established Instructor. In the event the University considers a reduction in force necessary, it shall promptly notify the Association in writing, including estimated time lines, prior to any implementation. If the Association wishes to bargain over the impact of the reduction in force, it shall serve written notice upon the University.

## 15.2 REDUCTION IN FORCE PROCEDURES

If the University determines that a reduction in force is necessary, Instructors within the affected department shall be reduced or terminated in the following manner:

15.2.1 Voluntary resignations or retirements will first be solicited.

15.2.2 Those Instructors deemed by the Dean or his/her designee as qualified for the assignments will be considered for full time assignments. The qualified Instructor with the greatest length of service within the department as an Instructor will receive first consideration for full time assignment. Assignments of full time positions will continue in this manner until no further full time assignments exist.

(Instructors with University-accumulated length of service, who voluntarily transfer from one department to another, shall not take their previously accumulated length of service to the department to which they voluntarily transfer. However, if an Instructor is involuntarily transferred to another department they shall maintain all University accumulated length of service, for all purposes, within the department to which they were involuntarily transferred. In addition, Instructors with accumulated length of service in one department, who voluntarily transfer to another department shall maintain their accumulated length of service in the department from which they voluntarily transfer, but shall not continue to accrue length of service unless and until they transfer back to that department.)

15.2.3 In the event two qualified Instructors have exactly the same accumulated length of service within a department, the Dean or his/her designee will determine which Instructor is to be reduced based upon the respective qualifications of each Instructor.

- 15.2.4 An Instructor whose position has been reduced or eliminated will receive first consideration over all Lecturers to teach any remaining classes that he/she is deemed qualified to teach within the department.
- 15.2.5 It will be solely the determination of the Dean or her/his designee as to whether an Instructor will be assigned a class outside their regular department regardless of qualifications.
- 15.2.6 In the event the University considers a reduction in force within the bargaining unit necessary, it shall promptly notify the Association in writing, including estimated time lines, prior to any implementation. If the Association wishes to bargain over the impact of the reduction in force, it shall serve written notice upon the University.
- 15.2.7 Prior to reducing or terminating the position of any Instructor within the bargaining unit, the University shall consider other possible reasonable steps to avoid a reduction in force.

### 15.3 NOTICE PRIOR TO A REDUCTION IN FORCE

If an Instructor's position is reduced, or terminated as the result of a reduction in force, written notice shall be hand delivered, or sent to the Instructor by certified mail, return receipt requested. The notice shall include a statement of reduction in force and the reasons therefore.

Instructors are entitled to notice of termination as follows:

- 15.3.1 Probationary Instructors shall receive written notice of reduction in force at least five (5) workdays prior to the effective date of the reduction in force.
- 15.3.2 Established Instructors shall receive written notice of reduction in force at least forty-five (45) calendar days prior to the effective date of the reduction in force.
- 15.3.3 Established Instructors who teach non-credit bearing courses shall receive written notice of reduction in force or a reduction in FTE at least fifteen (15) calendar days prior to the effective date of the reduction in force.
- 15.3.4 The notice requirements listed above shall not apply in cases of loss or reduction of State or external funding. In such cases the University will meet with the Association to discuss the impact of the loss or reduction of State or external funding on its members.

This notice provision does not apply to termination of a probationary non-tenure track faculty member for inadequate performance; nor does it apply in the event of the dismissal of an established non-tenure track faculty member under Article VII of this Agreement.

#### 15.4 RECALL RIGHTS OF REDUCED OR TERMINATED NON-TENURE TRACK FACULTY MEMBERS

An Instructor who is reduced or terminated as the result of a reduction in force shall enjoy recall rights for a period of two (2) years following the effective date of the reduction in force. Probationary employees are not subject to recall under this provision. The University shall maintain a list of all bargaining unit members reduced or terminated, in order of reduction or termination, which shall be utilized for the recall of such bargaining unit members.

15.4.1 If during the recall period a vacancy occurs in any existing or newly created bargaining unit position within the department from which the Instructor was reduced or terminated, the position thereby becoming available shall be offered to Instructors who have been reduced or terminated, by order of accumulated length of service within the department, provided such Instructors are qualified to fill such position according to the published qualifications for the position. In the event that two qualified Instructors have the same length of service, the Dean or designee will determine which Instructor gets recalled, based upon the recall list, length of service, and qualifications.

15.4.2 The University shall send notification of recall to the Instructor. Notification by the University will consist of: Telephone calls to all provided numbers, written notification by overnight/next day mail with delivery confirmation, and or email to all provided email addresses. Failure of the Instructor to respond to notification within four (4) workdays will result in recall being offered to the next Instructor on the seniority list. The next Instructor shall have twenty-four (24) hours from the time of notification to respond to the offer of recall.

15.4.3 Recalled Instructors will have four (4) workdays, from receipt of notice of recall, to inform the Dean or his/her designee of their acceptance of reemployment. Such acceptance shall be provided in writing by overnight/next day mail, fax and/or email. The recalled Instructor must return to work at the time appointed by the University.

15.4.4 Failure to respond to a recall within four (4) workdays following receipt of notification or failure to report to work at the time appointed by the University will result in permanent removal of the Instructor from the recall list. Instructors given less than four (4) workdays notice of recall and who fail to respond to such recall notice shall be retained on the recall list for future recalls.

15.4.5 For purposes of recall, it is the sole responsibility of the bargaining unit member to keep his/her department chairperson informed of his/her current telephone number(s), residential and email addresses at all times.

15.4.6 The University shall not employ any person from outside the bargaining unit to fill any bargaining unit vacancy within an affected department, while there exists qualified Instructors on recall status for that department.

15.4.7 A recalled Instructor shall be reinstated with the full amount of sick leave, compensation (including any contractual increases which may have occurred during the RIF) and length of service rights that the Instructor had accrued at the time of the reduction in force, minus any leave time for which the Instructor was compensated.

15.4.8 Nothing shall prevent a laid off or reduced Instructor from applying for other positions within the University. If that Instructor is successful in attaining University work, other than that of a Lecturer, the Instructor shall waive their right to recall for a period of no less than six (6) months. Following such six (6) month wavier the Instructor shall retain all rights of recall to which they were entitled at the time of the reduction of force had they not accepted other University work at the time. There shall be no wavier of rights for Instructors accepting a position with the University as a Lecturer.

15.4.9 All rights to recall shall expire after two years following the effective date of the reduction in force.

## 15.5 UNIVERSITY RIGHTS REGARDING TENURE TRACK POSITIONS

Nothing in this Article shall in anyway reduce the University's rights or abilities to hire individuals for tenure track positions while bargaining unit members are on lay off or awaiting recall.



**ARTICLE XVI**  
**PARKING**

- 16.1 During the term of this Agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees established by the University.

## **ARTICLE XVII**

### **EFFECT OF AGREEMENT**

#### **17.1 COMPLETE UNDERSTANDING**

The parties acknowledge that each had the full right to make proposals with respect to any subject, and that, after exercising that right, the parties' understandings are set forth in this Agreement. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

#### **17.2 MAINTENANCE OF STANDARDS**

Both Parties recognize that this agreement is the sole determinant of wages, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit except where dictated by the laws of the state or federal governments.

#### **17.3 INDIVIDUAL UNDERSTANDINGS**

Any individual understanding between the University and a member of the bargaining unit heretofore or hereafter entered into shall be subject to and consistent with the provisions of the Agreement. If an individual understanding is in any way inconsistent with or in conflict with this Agreement, the provisions of this Agreement shall prevail. Additionally, should a conflict exist between department and/or school operating papers or the faculty handbook or any other University and/or faculty policies and the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### **17.4 NO STRIKE/NO LOCKOUT**

It is hereby agreed by the Association and the University that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements or controversies over hours, wages, and terms and conditions of employment, there shall be no resort to strikes or any lockout by the University of any non-tenure track faculty member or group of non-tenure track faculty members.

Should a strike occur, not called or sanctioned directly or indirectly by the Association, the Association, upon request of the University, shall:

17.4.1. Within twenty-four (24) hours following the University's request, instruct non-tenure track faculty members to promptly cease and desist such action and return to work immediately.

17.4.2. Advise the University in writing that such action by non-tenure track faculty members has not been called or sanctioned by the Association.

17.4.3. Post notices on mutually agreed upon University bulletin boards advising that it disapproves such action, and instructing non-tenure track faculty members to return to work immediately.

Should a lockout of any non-tenure track faculty member or group of non-tenure track faculty members occur, not called or sanctioned directly or indirectly by the University, the University, upon request of the Association, shall:

17.4.4 Within twenty-four (24) hours following the Association's request, instruct its agents, officers, or representatives to promptly cease and desist from such lockout, allow the non-tenure track faculty members to return to work, and make them whole, and

17.4.5 Advise the Association in writing that such lockout has not been called or sanctioned by the University.

The University shall have the right to discharge any or all non-tenure track faculty members who violate any of the provisions of this Article, in accordance with the procedural provisions of Article VII of this Agreement.

## 17.5 SAVINGS CLAUSE

If any provision of this Agreement is held by a court or state or federal administrative body of competent jurisdiction to be contrary to law, then such provision shall not be deemed valid, except to the extent permitted by law. All other provisions of the Agreement shall continue in effect.

## 17.6 FUTURE NEGOTIATIONS

This Agreement shall remain in full force and effect during the period of negotiations or until notice of its termination is provided to the other party. Negotiations for a successor Agreement shall be conducted in accordance with statute, and shall begin not later than sixty (60) calendar days following the submission of either party's request to bargain for a successor agreement in the calendar year that this Agreement is due to expire. In any negotiations, neither party shall have control over the selection of the negotiating representatives of the other party.

## 17.7 DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2010 through June 30, 2019. It shall automatically be continued thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the termination of its duration of a wish to modify or terminate it.

## 17.8 DISTRIBUTION OF AGREEMENT

The University shall provide three (3) copies of the Agreement, without cost, to the Association President or designee.

**FOR THE SIUE NON-TENURE TRACK FACULTY ASSOCIATION, IEA-NEA:**

---

Alan Shiller Date  
President

---

Michelle Lorenzini Date  
Chief Negotiator

---

Tim Sullivan Date  
Negotiator

---

Warren Richards Date  
Negotiator

---

Ruth Bell Date  
Negotiator

---

Michael McDermott Date  
UniServ Director

**FOR THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY:**

---

President Date

# GRIEVANCE FORM

(For use with Collective Bargaining Agreement between SIUE and the SIUE Non-Tenure Track Faculty Association-IEA-NEA)

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Department

(1.) Description of Grievance:

(2.) Date of Occurrence as Defined in Step 1:

(3.) Article(s) and Section(s) in Question:

1 Remedy Sought:

Filing Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant or Association Rep's Signature

Original to First Supervisor

1 Copy for SIUE Non-Tenure Track Faculty Association-IEA-NEA

1 Copy for SIUE Offices of Human Resources

(If additional sheets need to be attached to this Grievance Form to provide additional space for description, remedies, explanations, responses, position statement, etc., please make any reference to any attachments in the appropriate place on this Grievance Form.)

(STEP 1) Grievance Received by \_\_\_\_\_ on \_\_\_\_\_ (date)

Immediately Involved Supervisor's Response:

\_\_\_\_\_

Date \_\_\_\_\_ Immediately Involved Supervisor's Signature \_\_\_\_\_

Position of Grievant:

\_\_\_\_\_

Date \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

(STEP 2) Grievance Received by \_\_\_\_\_ on \_\_\_\_\_ (date)

Dean's Response:

\_\_\_\_\_

Date \_\_\_\_\_ Dean's Signature \_\_\_\_\_

Position of Grievant:

\_\_\_\_\_

Date \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

(STEP 3) Grievance Received by \_\_\_\_\_ on \_\_\_\_\_ (date)

Provost's Response:

\_\_\_\_\_

\_\_\_\_\_

Date Provost's Signature

Position of Grievant:

\_\_\_\_\_

\_\_\_\_\_

Date Grievant's Signature

(STEP 4) Grievance Received by \_\_\_\_\_ on \_\_\_\_\_ (date)

Results of Mediation:

\_\_\_\_\_

\_\_\_\_\_

Date Mediator's Signature

Position of Grievant:

\_\_\_\_\_

\_\_\_\_\_

Date Grievant's Signature

(STEP 5)

Name of Arbitrator:

Decision of Arbitrator:

\_\_\_\_\_

\_\_\_\_\_

Date of Decision Arbitrator's Signature



**SIDE LETTER**

If during the duration of this collective bargaining agreement the IEA/NEA Non-Tenure Track Faculty Association can prove that a clear majority of the complete bargaining unit are dues paying members the University agrees to meet with the union and discuss the possibility of a Fair Share/Agency Fee clause.

Should those discussions take place the University will not insist that the union exempt from the payment of fees all Lecturers teaching less than 6 credits.

\_\_\_\_\_  
Sherrie Senkfor                      Date  
Director, Offices of Human Resources  
Southern Illinois University Edwardsville

**SIDE LETTER**

It is agreed between Southern Illinois University Edwardsville (SIUE) and the IEA-NEA Non Tenure Track Faculty Association (NTTFA) that Digital Security Cameras will be installed throughout the SIUE campus only for the purpose of safety and security, except as stated herein below.

It is further agreed that the Digital Security Cameras will not be used in the evaluation of employee performance, to monitor employment-related duties or functions or as evidence for reprimand, discipline or arbitration purposes. However, SIUE may use video surveillance evidence or information for disciplinary purposes if the evidence or information reveals a criminal act or criminal offense committed by an employee.

\_\_\_\_\_  
Alan Shiller                                      Date  
IEA-NEA NTTFA

\_\_\_\_\_  
Adelmo Marchiori                              Date  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**

It is agreed between Southern Illinois University Edwardsville (SIUE) and the IEA-NEA Non Tenure Track Faculty Association (NTTFA) that the Agreement in effect for July 1, 2010 – June 30, 2011 will be extended for one additional year. However, the following changes will be made only:

Under Article X - Compensation, Section 10.1 Base Salary Increases – Instructors, another sentence will be added to the second paragraph:

“Effective July 1, 2011, the monthly base salary for Instructor will be adjusted by the same percentage received by non-represented employees for that year (FY 2012), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.”

Under Article X – Compensation, Section 10.3 Salary Increases – Lecturers and Assistants-In, another sentence will be added to the second paragraph:

“Effective July 1, 2011, the minimum monthly base salary for Lecturers and the minimum base salary for Assistants-in will be adjusted by the same percentage received by non-represented employees for that year (FY2012), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.”

Under Article XVII – Effect of Agreement, Section 17.7 Duration of Agreement, change the first sentence to read:

“This Agreement shall be in effect from July 1, 2010 through June 30, 2012.”

On the title page change the date to read:

“July 1, 2010 – June 30, 2012”

*Alan Shiller*

4/21/11

Alan Shiller- for NTTFA- President

Date

*Adelmo Marchiori*

4/27/11

Adelmo Marchiori- for SIUE

Date

*Michele Lorenzini*

20 April 11

Michele Lorenzini- for NTTFA- Negotiator

Date

*Glenn Poshard*

5-2-11

Glenn Poshard – for SIU- President

Date



## Memorandum of Understanding

This Understanding is made between Southern Illinois University Edwardsville and the SIUE Non-Tenure Track Faculty Association. SIUE and the NTTFA will initiate this Memorandum of Understanding (MOU) on July 1, 2012.

This MOU will address any changes in the monthly base salaries of Instructors and Established Lecturers and Established Assistants-in for July 1, 2012; July 1, 2013 and July 1, 2014 and the minimum monthly base salary for Lecturers and Assistants-in for July 1, 2014.

### The financial terms of this agreement are as follows:

For Instructors:

Effective July 1, 2012 and July 1, 2013, the monthly base salary for Instructors will be adjusted by the same percentage received by non-represented staff for those years (FY 2013 and FY 2014, respectively), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

Effective July 1, 2014, the monthly base salary for Instructors will be adjusted by two percent (2%) or by the percentage received by non-represented staff that year (FY 2015), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

For Established Lecturers and Established Assistants-in:

Effective July 1, 2012 and July 1, 2013, the monthly base salary for Established Lecturers and Established Assistants-in will be adjusted by the same percentage received by non-represented staff for those years (FY 2013 and FY 2014, respectively), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.


Effective July 1, 2014, the monthly base salary for Established Lecturers and Established Assistants-in will be adjusted by two percent (2%) or by the percentage received by non-represented staff that year (FY 2015), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

For Lecturers and Assistants-in:

Effective July 1, 2014, the minimum monthly base salary for Lecturers and for Assistants-in will be adjusted by two percent (2%) or by the percentage received by non-represented staff that year (FY 2015), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

Both parties agree that this MOU does not set any precedent for future salary increases for this bargaining unit.

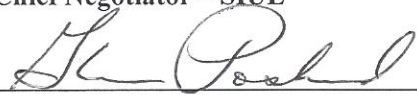
*The undersigned agree to the terms set forth in this Memorandum of Understanding:*

  
Adelmo Marchiori  
Chief Negotiator – SIUE

4/26/12  
Date

  
Michele Lorenzini  
Chief Negotiator – NTTFA

4/26/12  
Date

  
Glenn Poshard  
President - SIU

5-4-12  
Date

## MEMORANDUM OF UNDERSTANDING

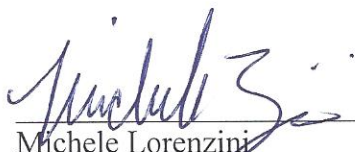
It is agreed between Southern Illinois University Edwardsville (SIUE) and the IEA-NEA Non Tenure Track Faculty Association (NTTFA) that the Agreement in effect for July 1, 2010 – June 30, 2012 will be extended for three additional years. However, the following changes will be made only:

Under Article XVII – Effect of Agreement, Section 17.7 Duration of Agreement, change the first sentence to read:

“This Agreement shall be in effect from July 1, 2010 through June 30, 2015.”

On the title page change the date to read:

“July 1, 2010 – June 30, 2015”

  
Michele Lorenzini  
IEA-NEA NTTFA

4/20/12  
Date

  
Adelmo Marchiori  
Labor Relations

4/26/12  
Date

## Memorandum of Understanding

This Understanding is made between Southern Illinois University Edwardsville and the SIUE Non-Tenure Track Faculty Association. SIUE and the NTTFA will initiate this Memorandum of Understanding (MOU) on July 1, 2015.

This MOU will address any changes in the monthly base salaries of Instructors and Established Lecturers and Established Assistants-in for July 1, 2015; July 1, 2016; July 1, 2017 and July 1, 2018 and the minimum monthly base salary for Lecturers and Assistants-in for July 1, 2018.

### The financial terms of this agreement are as follows:

For Instructors:

Effective July 1, 2015 and July 1, 2016, the monthly base salary for Instructors will be adjusted by the same percentage received by non-represented staff for those years (FY 2016 and FY 2017, respectively), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

Effective July 1, 2017 and July 1, 2018, the monthly base salary for Instructors will be adjusted by one percent (1%) or by the percentage received by non-represented staff that year (FY 2018 and FY 2019, respectively), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

For Established Lecturers and Established Assistants-in:

Effective July 1, 2015 and July 1, 2016, the monthly base salary for Established Lecturers and Established Assistants-in will be adjusted by the same percentage received by non-represented staff for those years (FY 2016 and FY 2017, respectively), exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.


Effective July 1, 2017 and July 1, 2018, the monthly base salary for Established Lecturers and Established Assistants-in will be adjusted by one percent (1%) or by the percentage received by non-represented staff that year (FY 2018 and FY 2019, respectively), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

For Lecturers and Assistants-in:

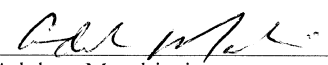
Effective July 1, 2018, the minimum monthly base salary for Lecturers and for Assistants-in will be adjusted by one percent (1%) or by the percentage received by non-represented staff that year (FY 2019), whichever is greater, exclusive of any monies granted for the recruitment and/or retention of critical faculty or staff.

Both parties agree that this MOU does not set any precedent for future salary increases for this bargaining unit.


*The undersigned agree to the terms set forth in this Memorandum of Understanding:*

  
Michele Lorenzini  
Chief Negotiator – NTTFA

13 June 14  
Date

  
Adelmo Marchiori  
Chief Negotiator – SIUE

6/13/14  
Date

  
Randy J. Dunn  
President - SIU

7/10/14  
Date

**MEMORANDUM OF UNDERSTANDING**


It is agreed between Southern Illinois University Edwardsville (SIUE) and the IEA-NEA Non Tenure Track Faculty Association (NTTFA) that the Agreement in effect for July 1, 2010 – June 30, 2015 will be extended for four additional years. However, the following changes will be made only:

Under Article XVII – Effect of Agreement, Section 17.7 Duration of Agreement, change the first sentence to read:

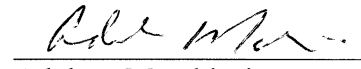
“This Agreement shall be in effect from July 1, 2010 through June 30, 2019.”

On the title page change the date to read:

“July 1, 2010 – June 30, 2019”

  
Michele Lorenzini  
IEA-NEA NTTFA

13 June 14  
Date

  
Adelmo Marchiori  
Labor Relations

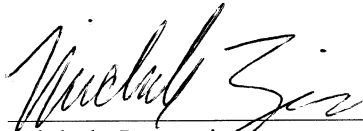
6/13/14  
Date

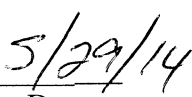
## Memorandum of Understanding

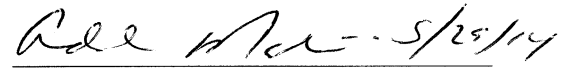
Southern Illinois University Edwardsville (SIUE) and the IEA-NEA Non Tenure Track Faculty Association (NTTFA) agree to add the following language to the end of Sections: 6.6.10.3.2, 6.8.3, and 6.8.5:

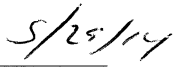
“When assigning available courses if two NTTs, an Instructor and a Lecturer, are deemed equal in qualifications and both seek to teach the same course, the Instructor will be given preference for the assignment. The University still reserves the right to hire practitioners and specialists to teach specific classes and this language will not diminish the ability to do so.”

The rest of the language under these Sections will remain the same.

  
Michele Lorenzin  
IEA-NEA NTTFA

  
Date

  
Adelmo Marchiori  
Labor Relations

  
Date