

GSU-UPI AGREEMENT 2019-2022

TABLE OF CONTENTS

I.	PREAMBLE TO THE AGREEMENT	1
II.	DEFINITIONS.....	4
III.	PLEDGES	7
IV.	UNION AND MANAGEMENT RECOGNITION.....	8
	ARTICLE 1 RECOGNITION	8
	ARTICLE 2 UNION RIGHTS	9
	ARTICLE 3 MANAGEMENT RIGHTS	10
	ARTICLE 4 COMMITMENT TO THE UNIVERSITY	11
	ARTICLE 5 MINUTES, POLICIES, AND BUDGETS	15
	ARTICLE 6 FACILITIES AND EQUIPMENT.....	16
	ARTICLE 7 DUES CHECKOFF AND FAIR SHARE	17
	ARTICLE 8 NO STRIKE OR LOCKOUT PLEDGE.....	19
V.	PERSONNEL	20
	ARTICLE 9 NONDISCRIMINATION.....	20
	ARTICLE 10 EMPLOYMENT STATUS STATEMENT	21
	ARTICLE 11 PERSONNEL FILES	28
	ARTICLE 12 NOTICE OF VACANT POSITIONS.....	30
	ARTICLE 13 GRIEVANCE PROCEDURE.....	31
	ARTICLE 14 SANCTIONS AND TERMINATION.....	38
	ARTICLE 15 STAFF REDUCTION PROCEDURES.....	44
VI.	FACULTY AND ACADEMIC SUPPORT PROFESSIONALS RIGHTS AND RESPONSIBILITIES	47
	ARTICLE 16 ASSIGNMENT OF DUTIES AND ANNUAL WORK PLAN	47
	ARTICLE 17 EVALUATION AND EVALUATION CRITERIA.....	64
	ARTICLE 18 RETENTION	83
	ARTICLE 19 PROMOTION	90
	ARTICLE 20 TENURE.....	95
	ARTICLE 21 ADDITIONAL EVALUATION AND POST TENURE REVIEW PROCEDURES FOR PROFESSIONAL ADVANCEMENT INCREASE, EXCELLENCE AWARDS, EVALUATION OF TENURED FACULTY	104
VII.	SHARED RIGHTS AND RESPONSIBILITIES	109
	ARTICLE 22 CONSULTATION.....	109
	ARTICLE 23 UNIVERSITY REORGANIZATION	110
	ARTICLE 24 TRANSFER	111
	ARTICLE 25 ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE... ..	113
	ARTICLE 26 MISCELLANEOUS PROVISIONS.....	115

ARTICLE 27 SEVERABILITY	116
VIII. SALARY AND COMPENSATION.....	117
ARTICLE 28 SALARY	117
ARTICLE 29 ADDITIONAL COMPENSATION	119
ARTICLE 30 LEAVE WITHOUT SALARY	136
ARTICLE 31 COMPENSABLE FRINGE BENEFITS	141
IX. DURATION.....	162
ARTICLE 32 DURATION AND IMPLEMENTATION	162
APPENDICES:	164
INDEX	Error! Bookmark not defined.

I. PREAMBLE TO THE AGREEMENT

Governors State University is a community committed to providing a high quality academic environment grounded in the University's mission of teaching, diversity, service, technological application and integration. The principles guiding the University's mission include:

- respect and fair treatment for each individual;
- respect for individual views;
- fulfillment of professional responsibilities;
- the belief that the common interests of the institution exceed individual differences and individual issues;
- concern for those who come after us;
- the belief that individual rights and privileges are to be exercised with responsibility;
- the conviction that no one is above the law
- due process is provided for students, faculty, academic staff, and administration.

The intent of this Agreement is to carry out the University's mission and to improve the quality and effectiveness of education at Governors State University by promoting the highest standards of academic excellence in all phases of instruction and professional service to the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment on matters of mutual interest.

The parties recognize that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning committed to its mission and guiding principles. It is further recognized that the roles and responsibilities of the University administration, the faculty, and the academic staff are interdependent in the determination and implementation of educational policy and objectives. Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of institutional interests and in the development of University employment policies for the bargaining unit is a major objective of this Agreement.

It is an interest of the Governors State University community that all its parties' rights--individual and collective--be known, respected, and effectively protected. Thus, a purpose of this Agreement is to delineate and provide protection for parties' and individuals' rights.

It is an interest of the Governors State University community to establish and make known agreed upon ways of handling issues affecting its members. An additional purpose of this Agreement is to identify procedures for ongoing processes required to enhance the operations of the University. It is an interest of the Governors State University community that all of its duties and responsibilities be well performed. A function of this Agreement is to regularize and ensure the quality of performance of the members to whom it applies.

This Agreement is built on the mission, guiding principles, and shared interests of all its members.

ACADEMIC FREEDOM

As members of the community, the faculty have rights and obligations. When they speak or write as citizens, they are free from institutional censorship or discipline, but their special positions in the community impose obligations which should be evaluated in the light of responsibilities to their disciplines, to their students, to their profession and to the University. Engaged in a profession that depends upon freedom for its health and integrity, faculty have an obligation to promote conditions of free inquiry. The protections of academic freedom together with academic responsibility apply to all persons associated with the University who exercise teaching and/or other professional responsibilities.

Governors State University shall operate under the following principles of academic freedom and responsibility. The primary purpose of this statement is to promote public understanding and support of academic freedom and tenure, and to outline agreed-upon procedures to assure them at Governors State University.

Academic freedom is essential to the mission of the University and applies to teaching, research, and service. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student in learning. It carries with it duties correlative with rights and responsibilities.

1. The faculty member is entitled to full freedom in research and the publication of results.
2. The faculty member is entitled to freedom in the classroom in discussing his/her discipline.
3. The College or University faculty member is a member of a learned profession, and an officer of an educational institution. When she/he speaks or writes as a citizen, she/he shall be free from institutional censorship or discipline as related to the scope of his/her teaching, research, and service.
4. University faculty shall not be retaliated against on the basis of political activity, political party membership, Union activity, religious affiliation, gender, age, race, disability, sexual orientation or gender identity.

ACADEMIC RESPONSIBILITY

Membership in the academic community imposes on students, faculty members, and administrators an obligation to respect the dignity of others, to acknowledge individual rights to express differing opinions, as well as to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression both on and off campus.

Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. 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. Students should not be forced by the authority inherent in the instructional role to make particular personal choices as to political action or their own role in society. Evaluation of students and the award of credit must be based on the professional judgment of academic performance and not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, personal beliefs, or other protected status.

Faculty are curriculum experts for their disciplines and are responsible for maintaining program integrity, excellence and quality. Faculty need administrative support of their efforts. This is especially critical when determining the ratio of full to part-time faculty for specific programs.

Faculty are responsible for creating a learning atmosphere (both cognitive and emotional). Faculty are responsible for staying current in their discipline.

Technological advances need to be accessible to faculty so that they may apply them to their respective disciplines. Access for the faculty is important because it leads to utilization by the students and the community as a whole.

Members of the GSU community agree that there shall be moments of disagreement and recognize that disagreement and civility can co-exist.

II. DEFINITIONS

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

Except for the titles, headings and placement of text that identify the Employees to whom an article or section(s) applies, the titles, headings, and placement of text shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement. The preamble, titles, headings, and placement of text are solely for the reader's convenience of reference.

Whenever Used in This Agreement:

Academic Rank shall mean the ranks of Instructor, Assistant Professor, Associate Professor, and Professor for Unit A Tenure/Tenure Track Faculty.

Academic Support Professional shall mean an Employee in Unit B, such as but not limited to an Assistant Director of Admission, Writing Center Coordinator, Tutors, Disability Coordinator and positions as described in the attachment to Appendix B.

Academic Term shall mean a semester or summer session.

Academic Year shall mean fall and spring semesters and summer session.

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

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

Adjunct shall mean a University employee with teaching duties who is not a member of the bargaining unit.

Agreement shall mean the Agreement, 2019-2022 between Governors State University and the University Professionals of Illinois, Local 4100.

Board shall mean the Board of Trustees of Governors State University.

Calendar Days shall mean all days including weekends.

Chapter President or UPI Chapter President shall mean the President of the Governors State University Chapter of the University Professionals of Illinois.

Credit Hour is equivalent to one hour of classroom or direct faculty instruction.

Dean shall mean the person responsible for management of a College, Library, Student Affairs, or equivalent Unit.

Division/Department/Unit shall mean the University Division, Department, Unit or other organizational entity in which an Employee is primarily employed.

Division Chair/Department Chair/Unit Director shall mean the person immediately responsible for the management of the University Division/Department/Unit or other organizational entity in which an Employee is primarily employed. In the library the Dean plays role of Division Chair and Dean. In Student Affairs and Services, the Director plays role of Division Chair/Department Chair.

Domestic Partner shall mean a member of the immediate household who is the same sex as the Employee and is not a blood relative.

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

Employee shall mean a member of the bargaining unit described in this Agreement as Unit A Teaching Faculty, Unit A Resource Faculty, Unit B University Lecturers, Unit B Senior Lecturers, Unit B Temporary Resource Faculty, or Unit B Academic Support Professionals, as indicated by the context.

Instructor shall mean a Unit A Tenure Track Employee who has completed all requirements for a terminal degree other than the dissertation (ABD), thesis, or final project on a limited term contract pending the award of his/her terminal degree.

Member of the Immediate Family shall mean the Employee's husband, wife, domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, child, step child, or foster child.

Off Contract shall mean the period of time between spring and fall semesters that, unless otherwise assigned, Unit A Teaching Faculty have no professional obligation to the University.

On Contract shall mean the period of time all Unit A University are available to work.

Reassigned Time shall mean assigned credit hours for non-teaching/primary duties (research and service).

Reassignment shall mean the assignment of duties to an Employee that is outside of the designated Division/Department/Unit in which that Employee's appointment is formally located.

Relative shall mean a member of the Employee's immediate family or the Employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

Resource Faculty shall mean Unit A Tenured/Tenure Track Librarians, Unit A Tenured/Tenure Track Student Development Outreach Counselors, and Unit A Tenured/Tenure Track Instructional Designers.

Senior University Lecturer or Senior Lecturer shall mean a Unit B Temporary Employee as described in this Agreement who has met the requirements provided for within this Agreement.

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

Temporary Resource Faculty shall mean a Unit B Temporary Employee as described in this Agreement.

Terminal Degree shall mean a doctoral degree, MFA degree, or the MLS degree with an additional master’s degree. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent. See Article 20.

Transfer shall mean a change in the designated Division/Department within the same bargaining unit in which the Employee's appointment is formally located.

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

Union President or UPI President shall mean the President of University Professionals of Illinois Local #4100.

University shall mean Governors State University.

University Lecturer shall mean a Unit B Temporary Employee as described in this Agreement.

University President/President shall mean the chief executive officer of Governors State University.

University President’s/President’s Designee shall mean Provost/Vice President for Academic Affairs, Associate Provost, Assistant Provost, and Dean as designated by the President.

Work days shall mean week days, Monday through Friday, excluding University holidays when classes are in session.

III. PLEDGES

GSU/UPI CHAPTER PLEDGE

The GSU/UPI Union Chapter recognizes the Agreement as a binding legal document and pledges to uphold the Agreement. The GSU/UPI Union Chapter shall provide training for the faculty on contractual matters.

GSU BOARD OF TRUSTEES AND ADMINISTRATION PLEDGE

The Board and administration recognize the Agreement as a binding legal document and pledge to uphold the Agreement. The administration shall provide training for administrators work with contractual matters.

IV. UNION AND MANAGEMENT RECOGNITION

ARTICLE 1

RECOGNITION

1.1. RECOGNITION OF BARGAINING AGENT

Pursuant to the November 3, 1976, certification of the Illinois Office of Collective Bargaining and the April 3, 1985, certification of the Illinois Educational Labor Relations Board, and the November 12, 2001 certification of the Illinois Educational Labor Relations Board, the Board recognizes the Union as the exclusive bargaining agent for academic Employees and academic support Employees and Charter School faculty (if the GSU Charter School resumes operation) in the bargaining units described in the attached certifications. See Appendices A and B, and Article 10.

1.2. REASSIGNMENT OUTSIDE BARGAINING UNIT

During the term of this Agreement, no Employee in the bargaining unit shall be reassigned to employment in a position outside of the bargaining unit without her/his consent.

1.3. NEW ACADEMIC EMPLOYEE CLASSIFICATIONS

When the University administration creates a new academic Employee classification or adds an additional position to an existing classification, the University administration shall notify the UPI Chapter President of the title of the classification and the duties of the classification within three months of appointment. At the request of the UPI Chapter President, the University President shall schedule a meeting(s) to discuss whether the classification should be included in a bargaining unit. If necessary, final determination of the appropriate placement of the classification shall be made according to the procedures of the Illinois Educational Labor Relations Board.

1.4. REPORTS TO UNION ON CHANGES IN UNIT POSITIONS

Within 20 work days after the beginning of each Academic Term, the University administration shall provide the UPI Chapter President with a report on changes in status of positions in the bargaining unit including leave status, transfers, reassignments and temporary faculty appointments in existence that term and the reason for each temporary appointment. For Academic Support Professionals, within 45 work days after the beginning of each Academic Term, vacancies and new hires will also be reported.

At the request of the UPI Chapter President on or before the first day of each semester the administration will review each semester, and report to the UPI Chapter President by the third week of the fall and spring semesters, the names of any Adjuncts teaching less than 15 credit hours but 12 or more credit hours within the Academic Year, and will provide reasons based on program need why these Adjuncts have not been assigned 15 credit hours. The administration will also provide the UPI Chapter President with a list of these Adjuncts, the credit hours

assigned to them, their home addresses, and a list of those courses being taught by specific Adjuncts.

Each semester/summer session that a University Lecturer receives an employment contract, a statement will be included in the employment contract or in a separate attached letter stating the conditions for inclusion in the bargaining unit and other appropriate bargaining unit information.

1.5. MEETING RIGHTS

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

ARTICLE 2

UNION RIGHTS

2.1. USE OF FACILITIES

a. Facilities

Subject to and in accordance with University policies on the use and scheduling of physical facilities, including payment of charges established by the University for the use of such facilities, the Union may use the physical facilities of a University. Such facilities shall include office space free of charge to the Union/GSU/UPI.

b. Services

The Union may use services (e.g. telephone, campus mail) of the University in accordance with University policies on the use of such services, including payment of charges established by the University.

2.2. PROVISIONS OF MATERIALS

Prior to each regular or special meeting of the Board, a copy of each of the following materials shall be publicly posted and available to the UPI President and to the UPI Chapter President: the agenda for the meeting; and the report of the President to the Board, if a written report is made.

2.3. REASSIGNED TIME

a. Additional Time

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

b. No Representation of University

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

2.4. BULLETIN BOARDS

a. Posting

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

b. Hold Harmless

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

2.5. DISTRIBUTION OF REASSIGNED TIME AND PURCHASE BY UPI

- a.** Thirty credit hours of reassigned time for Union elected or appointed positions, as determined by the Union, to be taken during the two semesters and summer session.
- b.** Twelve additional credit hours may be purchased by the Union for \$666 a credit hour.
- c.** Additional credit hours may be purchased by the Union for \$1600 a credit hour.

2.6. EVALUATION OF CHAIRS AND DEANS

Chairs and Deans/Directors will be evaluated every two years by Unit A faculty, Unit B faculty, and ASPs in their Division/Department/Unit. At the request of the UPI Chapter President, a report specifying the number of evaluations submitted for each College/Unit will be provided.

ARTICLE 3

MANAGEMENT RIGHTS

3.1. RETENTION OF RIGHTS

The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and in all

respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.

3.2. LIMITATIONS

The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and obligations imposed on the Board under the Illinois Educational Labor Relations Act.

3.3. NO WAIVER OF RIGHTS

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

3.4. PARKING AND WALKWAY FEES

Parking and Walkway Fees will be negotiated between the University and the UPI if the increase in the fees is in excess of \$10 annually.

ARTICLE 4

COMMITMENT TO THE UNIVERSITY

4.1. CONFLICT OF COMMITMENT AND CONFLICT OF INTEREST

An Employee's performance of professional obligation to the University, as specified in the Employee teaching and reassignment schedule, in the annual work plan, in the approved criteria for evaluation, and in the terms of this Agreement, is primary and shall be given priority over other employment whether external or internal to the University. Active participation by faculty members in external research and consulting that enhance their professional skills or constitute public service are beneficial to the University as well as to the individual and are encouraged as long as these activities are not so substantial or demanding of the faculty member's time and attention as to interfere with the individual's primary University responsibilities.

Outside employment while employed On Contract as a full-time Employee at Governors State University represents a potential conflict of commitment and interest. Such employment is prohibited without prior approval of the Provost/Vice President of Academic Affairs.

4.2. SECONDARY/OUTSIDE EMPLOYMENT

a. Definition

- (1) Secondary or outside employment is additional employment for which compensation is paid by an external source while the employee is also under the full-time contract with the University.

- (2) This employment includes all forms of University/College teaching whether in the classroom or via distance learning offered by other entities (including for profit organizations), consulting* and advisory services, and includes all external employment of any sort. With the exception of occasional guest lecturers or seminars, teaching for another entity while employed On Contract as a full time faculty member/Employee at Governors State University represents a potential conflict of commitment and interest.

*Consulting services reported under the Act 100 requirement do not have to be reported as Secondary Employment; however, do require prior approval as indicated in Article 4 of the Agreement.

- (3) Employees on ten-month contracts and paid over ten months or those on ten-month contracts and paid over twelve months may accept outside or secondary employment during the summer months when they are Off Contract without approval, providing they do not have full time employment with the University for any part of the two months in the summer when they would normally be Off Contract.
- (4) The term "On Contract" also includes time on sabbatical or paid leave. Honoraria for lectures, artistic performances or literary articles, private income from investments and royalties from books or patents are not considered compensation for secondary employment for purposes of this policy.

- b.** Approval of secondary/outside employment: With the approval of the Provost/Vice President of Academic Affairs, following submission of the request to the Division/Department Chair and Dean with recommendations for approval/denial, an employee may engage in outside employment for which the Employee receives compensation for entities outside the University while employed On Contract as a full-time Employee at Governors State University.

- (1) University/College teaching outside of Governors State University:

- (a) This includes all forms of University/College teaching whether in the classroom or via distance learning offered by other entities (including for-profit organizations),
- (b) Employees may teach no more than one University/College course outside of GSU in the fall semester and no more than one University/College course in the spring semester. One University/College course is defined as 30% time.

or

- (2) Employment outside of Governors State University other than University/College teaching:
 - (a) This includes clinical practice in the Employee's profession, consulting and advisory services in the Employee's profession, and includes all external employment of any sort.
 - (b) Employees may be employed in any of these employment activities no more than 30% time or 1.5 days per week, unless a greater percentage is required to maintain professional licenses.

c. Approval Process for Secondary/Outside Employment

- (1) All secondary/outside employment is prohibited without prior written approval of the Provost/Vice President of Academic Affairs.
- (2) The Employee must submit a request for outside employment to his/her Division/Department/Unit Chair/Director and Dean who will forward the request to the Provost/Vice President of Academic Affairs with recommendations for approval/denial.
- (3) The Employee's request will be in writing and will indicate the nature of the outside employment and an estimate of the amount of time which will be involved.
- (4) If approved, an Employee's performance of professional obligations to the University shall have priority over any outside employment. Approval may not be unreasonably denied, subject to the grievance article of this Agreement. Reasons for denial will be submitted to the Employee in writing.
- (5) Notification of continuing secondary/outside employment must be resubmitted by the employee at the beginning of each Academic Year.

- d.** Any violation of this policy will be subject to the Sanction and Termination Article of this Agreement.

4.3. DISCLOSURE AND PRIOR APPROVAL

An Employee may identify herself/himself as representing the University in outside employment only when that representation is approved by the University. In the absence of this approval, an Employee may not identify herself/himself as representing the University.

4.4. GRANT/CONTRACT SALARIES

If an Employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost/Vice President for Academic Affairs. See Article 16.3 and Article 29.5.

4.5. UNIVERSITY RESOURCES AND SPECIAL CONDITIONS

Individuals may not use scientific and office equipment, supplies or space of the University for paid external activities, unless prior written agreement has been obtained from the Division/Department/Unit head, as appropriate. In all instances of outside employment, the outside employers must be informed in writing that the University employee is acting in a private capacity and that the institution, agency, school, department or office is not liable or responsible for the employee's conduct or performance. This notification to outside employers is the responsibility of the employee seeking outside employment.

4.6. DUAL EMPLOYMENT

Dual employment—that is, full-time employment at the University and any other organization—will be subject to all of the procedures for prior approval delineated above. No such cases will be approved after the fact, that is, after the Employee has agreed to accept full-time employment outside Governors State University.

ARTICLE 5

MINUTES, POLICIES, AND BUDGETS

The University shall have a copy of each of the following documents available on the GSU Portal:

- a. The approved minutes of the meetings of the Board,
- b. Published policies of the Board,
- c. Published University-wide policies that affect Employees,
- d. The GSU Internal Budget Book,
- e. A link to the University's Resource Allocation Management Plan information as posted on the IBHE website,
- f. Abstracts of Requests for New Units of Instruction submitted to IBHE,
- g. The total operating budget approved by the Board in the fall of each year, and
- h. Deans' Council minutes.

ARTICLE 6

FACILITIES AND EQUIPMENT

6.1. SAFE WORK ENVIRONMENT

In accordance with applicable law, policy, and established procedures the Board shall seek to provide a safe work environment for all Employees, adequate equipment and materials, and instructional, office, and laboratory facilities conducive to the performance of professional obligations.

6.2. ENTRY TO OFFICES

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

6.3. RESTRICTION OF USE TO UNIVERSITY BUSINESS

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

6.4. OFFICE SPACE

Bargaining unit members shall be given appropriate office space.

ARTICLE 7

DUES CHECKOFF AND FAIR SHARE

7.1. INTRODUCTION

In accordance with the State Salary and Annuity Withholding Act (5 ILCS 365) as it exists upon ratification of this Agreement and as it may be amended thereafter, and except as limited below, the Board agrees that the University shall deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University President, from all members of the bargaining unit that the Union has designated for dues deduction because the members have authorized such designation through signed authorization cards. The Union will provide the University with proof of authorization in a form acceptable under the State Salary and Annuity Withholding Act. Deductions shall be made in each pay period beginning with the first full pay period commencing at least seven work days following receipt by the University of the dues deduction authorization.

7.2. DEDUCTED DUES AND REPORT

Dues deducted shall be remitted electronically to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be an electronic list of the Employees from whose salaries such deductions were made and the amounts deducted. The Union shall notify the University of the appropriate information to complete the electronic transfer.

7.3. CESSATION OF WITHHOLDING

Any authorization to withhold Union dues from the salary of an Employee shall terminate and such withholding shall cease upon the happening of any of the following events:

- (a) termination of the Employee's employment;
- (b) expiration of the time during which such withholding was authorized;
- (c) when the total amount authorized to be withheld has been so withheld; or
- (d) through other methods as allowed by the most current legal rulings or legislation.

A list of bargaining unit members whose dues withholdings have been terminated will be provided to the Union within thirty (30) days of the termination of withholdings.

7.4. LIMITATION

The University shall not be under any obligation to make any deductions for dues if an Employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, state insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it shall be the responsibility of the Union to collect its dues for that pay period directly from the Employee.

7.5. NOTIFICATION OF CHANGE IN DUES

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

7.6. UNION RELEASE

The Union shall indemnify, defend, and hold the Board, its members, officials, agents or representatives or the University, its Employees, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives or the University, its Employees, agents, or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the University pursuant to this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of Employees for Union dues by the University once the University has remitted such monies to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amount of dues which the University has agreed to deduct.

7.7. LIMITATION

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

7.8. UNIVERSITY LIABILITY

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than those constituting authorized deductions for Union dues from the salaries of Employees who authorize such deductions.

ARTICLE 8

NO STRIKE OR LOCKOUT PLEDGE

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

V. PERSONNEL

ARTICLE 9

NONDISCRIMINATION

In recognition of the University's mission of diversity and in accordance with applicable Federal and Illinois State law, neither the Board nor the Union shall discriminate for or against any Employee on the basis of that Employee's race, color, religion, ethnic or national origin, citizenship, marital or civil Union status, sex, sexual orientation, gender identity, religion, age, ancestry, disability, membership or non-membership in the Union, military status, veteran status, or political affiliation.

ARTICLE 10

EMPLOYMENT STATUS STATEMENT

10.1. APPOINTMENTS OF TENURED/TENURE TRACK FACULTY, UNIVERSITY AND SENIOR LECTURERS, TEMPORARY RESOURCE FACULTY, AND ACADEMIC SUPPORT PROFESSIONALS

a. Contract

Each Employee shall receive an individual employment contract upon initial appointment. The initial contract shall specify the period of appointment including the beginning date and the ending date; the type of appointment; the job title; the evaluating Division/Department/Unit; the salary; the probationary year, as applicable; and any special terms of the appointment.

Each semester that a University Lecturer receives an employment contract, a statement will be included in the employment contract or in a separate attached letter stating the conditions for inclusion in the bargaining unit and other appropriate bargaining unit information.

b. Employment Status Statement

All Employees shall receive an annual individual Employment Status Statement. The Employment Status Statement shall be sent to each Employee within 45 work days after the beginning of the University's or ratification of any successor collective bargaining agreement, article, or portion thereof, whichever is later. The Employment Status Statement shall include:

- (1) The basic monthly salary of the Employee for the Academic Year including the salary increase components;
- (2) The Employee's status (e.g., where applicable: probationary, including probationary year; tenured; temporary; Academic Support Professional; terminal);
- (3) That the Employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable collective bargaining agreement.

Any modifications in the Employee's salary shall be reflected in a revised statement issued as soon as possible.

c. Sick Leave Report

The University shall maintain employee leave balances on the University electronic self-service system. A printed copy will be provided upon request.

10.2. CONTRACT PERIOD FOR UNIT A TENURED/TENURE TRACK TEACHING FACULTY

- a.** Unit A Teaching Faculty will be on contract beginning two weeks prior to the start of the Fall Term.
- b.** Unit A Teaching Faculty will be off contract beginning two weeks after the end of the Spring Term. They are encouraged to attend commencement.
- c.** While off contract, Unit A Teaching Faculty will maintain communication with campus and make every effort to respond within 5 work days during the off contract period.

10.3. APPOINTMENTS FOR UNIT B UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY

The appointment of University and Senior Lecturers and Temporary Resource Faculty shall be contingent upon program need and shall be compensated minimally at a rate specified in Article 29.

a. Purpose of Appointments

Faculty positions may be filled by Employees on temporary appointments for the purpose of:

- Leave replacement,
- Replacement of an Employee assigned to work on a grant, contract, or non-instructional assignment,
- Inability to recruit a qualified candidate for a tenure-track position,
- Staffing of experimental programs,
- Significant shifts in enrollment,
- Insufficient pool of candidates for a position to meet affirmative action guidelines,
- Other issues related to program need.

b. Entry into the Bargaining Unit (Adjunct Faculty)

- (1) Adjunct faculty enter the UPI bargaining unit at the beginning of the term in which they teach 15 or more credit hours.
- (2) Adjunct faculty who teach 15 or more credit hours in any combination in the 12 month period of fall semester, spring semester, and summer session will enter the UPI bargaining unit as a Unit B Lecturer;
- (3) Adjunct faculty who are not employed in summer session and who taught 12 or more credit hours over fall and spring semesters shall be included in the unit if employed for six or more credit hours in the spring semester of the preceding year or upon reemployment for six or more credit hours the fall semester of the succeeding year.

- (4) All Adjunct faculty as indicated in any scenario as described in items 1-3 above will have a period of 60 days from the date of notification to UPI of entry into the unit via the notification process described in Article 1.4 to negotiate their annual salary with the Department/Division Chair and/or Dean of the College. If entry into the unit occurs between the scheduled notification processes described in Article 1.4, the 60-day period will begin as soon as the UPI is notified of the entry.
- (5) Exclusions:
 - (a) All full-time administrative Employees.
 - (b) Any temporary replacement faculty member hired for one year or less to replace a specific tenured tenure/track faculty member on leave or on sabbatical will be in the unit according to the conditions given above but will not be placed on the reemployment roster.

c. Conditions of Employment for University and Senior Lecturers and Temporary Resource Faculty

- (1) The full time assigned obligation of a University and Senior Lecturer is 27 credit hours or work plan equivalent. Percentage of employment for part-time University and Senior Lecturers or Temporary Resource Faculty will be pro rata of 27 credit hours.
- (2) When a temporary replacement University Lecturer is hired according to 10.3.b, the Lecturer and the Union will be notified of this condition at the time of the hiring of the Employee. Upon rehiring and meeting the conditions for placement in the unit, the Lecturer will be placed on the rotation roster and credited with one year of service towards their placement on the rotation roster.

d. Length of Appointments for University and Senior Lecturers and Temporary Resource Faculty

- (1) Each Academic Year, the University shall seek to provide appointments to University and Senior Lecturers and Temporary Resource Faculty of at least two consecutive semesters. Upon request, the Union shall be provided with written reasons for any appointment that is less than two consecutive semesters.
- (2) Unit B Lecturers and Temporary Resource Faculty after completion of the fifth year and receipt of a satisfactory evaluation in year five will receive a two-year renewable contract unless break in service language applies per Article 10.3.i.
- (3) Unit B Lecturers who attain and maintain Senior Status as outlined in this Agreement will receive a three-year renewable contract unless break in service language applies per Article 10.3.i.

(i) Eligibility for Senior Status: University Lecturers and Temporary Resource Faculty

To Achieve Senior Status Immediately Following the First Five Years of Consecutive Employment:

- (a) If applying in year five of the first five years of consecutive employment as a faculty member, for the first four years of consecutive employment, the Employee must have three of the four evaluations rated highly effective, and
- (b) For the fifth year of consecutive employment as a faculty member, the Employee must have his/her evaluation rated highly effective.

To Achieve Senior Status Following Completion of More Than First Five Years of Consecutive Employment:

- (a) If applying after completing more than five years of consecutive employment as a faculty member, for the first four years of consecutive employment in the most recent five-year period, the Employee must have three of the four evaluations rated highly effective, and
- (b) For the fifth year of consecutive employment as a faculty member, in the most recent five-year period the Employee must have his/her evaluation rated highly effective.

(ii) Application for Senior Status: University Lecturers and Temporary Resource Faculty

- (a) An eligible Employee will apply for Senior Status by submitting a portfolio in accordance with the time table of his/her annual evaluation.
- (b) If the application is not submitted in accordance with the time table of his/her annual evaluation, the Employee must wait until the following Academic Year to apply for Senior Status.
- (c) The portfolio must be organized as indicated in the Table of Contents developed by the University and in addition to other evaluation documentation must include:
 - Copies of evaluations for the immediate past five years,
 - Copies of teaching assignments and reassigned time (if applicable) for the immediate past five years,
 - Statement of Accomplishments for the past year based on his/her teaching assignments or work plan and reassigned time (if applicable).

- (d) Once approved, Senior Status becomes effective at the beginning of the subsequent Academic Year.

(iii) Maintenance of Senior Status: University Lecturers and Temporary Resource Faculty

- (a) To maintain Senior Status, the Employee must receive a satisfactory or highly effective performance evaluation each year.
- (b) Should an Employee lose his/her Senior Status the following applies:
 - The Employee will not lose his/her Senior Status salary increment;
 - The Employee may earn the Senior Status back if over a three-year period he/she receives two highly effective and one satisfactory evaluation.
 - The Senior Status salary increment can only be earned one time.

e. Reemployment Opportunities for University and Senior Lecturers

- (1) Reemployment deadlines shall be added to the approved schedule distributed annually by the Office of the Provost.
- (2) Notification of Interest in Reemployment:
 - (a) By February 15 of each Academic Year, or every second year for University and Senior Lecturers with more than five years of service, University and Senior Lecturers shall notify in writing the Chair of the Division/Department/Unit in which they hold their appointment if they wish to be considered during the subsequent Academic Year for any available University Lecturer appointment for which they are qualified. University Lecturers who are on two- year contracts shall automatically be considered as having notified their Chair of their interest in reemployment as long as they meet the requirements specified in Article 10.3.f.(2) (Requirements for Inclusion).
 - (b) If an Employee's address and/or phone number changes between February 15 and the beginning of the subsequent Academic Year, it shall be the Employee's responsibility to notify the Division/Department/Unit Chair in writing of that change.

f. Development of the Reemployment Opportunities Roster for University and Senior Lecturers

- (1) Deadline. By March 15, the Division/Department/Unit Chair shall develop the roster for the Division/Department/Unit.

- (2) Requirements for Inclusion. The roster is drawn from those University and Senior Lecturers who expressed interest in reemployment pursuant to e (2) above and who meet the following requirements. All University and Senior Lecturers who receive a rating of satisfactory or highly effective based on submission of materials specified in Article 17.11.b shall be placed on the reemployment roster. Failure to submit the materials specified in Article 17.11.b shall result in a rating of unsatisfactory. University Lecturers on a one-year contract receiving a rating of unsatisfactory shall not be placed on the roster. University and Senior Lecturers on two-year or three-year contracts who receive unsatisfactory ratings shall be given one full semester of employment following the unsatisfactory evaluation and an additional evaluation at the end of that semester in accordance with section 17.11.d. The full semester of employment will be the first semester immediately following the receipt of the unsatisfactory rating in which the University Lecturer is employed for the entire semester. If the Lecturer receives a second rating of unsatisfactory, he/she shall be removed from the re-employment roster. However, if the Lecturer receives a satisfactory or better rating, he/she shall remain on the roster.
- (3) Ordering of the Roster. This roster shall be ordered based on seniority of service, except that Senior University Lecturers shall have preference. Percentage of employment for those work half-time or more shall not affect placement on the roster.
- (4) Approval and Dissemination of the Roster. The reemployment roster shall be submitted for review by the Chair, to the Dean for review, and then submit the roster to the Provost/Vice President for Academic Affairs for review. A copy of the reemployment roster shall be available in the Division/Department/Unit office. Additionally a copy shall be provided upon request to the UPI Chapter President and to any Employee on the roster upon request.
- (5) Program Need in Use of Roster. When determining to whom to offer a temporary appointment, the Division/Department/Unit Chair shall give preference to Employees whose names are on the reemployment roster in the order in which they appear on the roster, provided however, that program needs shall be taken into account. A Division/Department/Unit Chair may offer an available temporary appointment to a candidate whose name is not on the roster if her/his decision to do so is based upon program need.

g. Assignment of Duties

University and Senior Lecturers will be provided with assignments for the subsequent Academic Year prior to June 1st preceding the Academic Year of appointment. For Lecturers hired for the first time, assignments will be completed by June 1st when possible.

h. Written Offer

University and Senior Lecturers who will be reemployed and new hires when possible will receive a written offer prior to August 1st.

i. Break in Service with Two Years of Service

- (1) If a Lecturer who has completed two consecutive years of service in the unit and whose name appears on the reemployment roster is reemployed after an absence of no more than one year, she/he shall be included in the bargaining unit upon reemployment. During the year of no employment, she/he shall maintain her/his position on the reemployment roster that was in effect prior to the break in service.
- (2) Once a Lecturer is included in Unit B, the Lecturer will remain in Unit B, regardless of his/her percentage of employment; provided, however, if a Lecturer is not reemployed, the break in service language in 10.3.i (1) shall apply. Failure to receive a spring/summer assignment will not constitute a break in service for initial placement in the unit.

10.4. TEMPORARY ACADEMIC SUPPORT PROFESSIONALS

a. Entry into the Unit

Temporary Academic Support Professionals shall become part of the bargaining unit described in Appendix B when they are employed full-time for more than one consecutive Academic Year or, for appointments of 50 percent or more, employed for more than two consecutive Academic Years.

b. Appointment Conditions and Compensation

The appointment of a temporary Academic Support Professional shall be contingent upon program need and shall be compensated minimally at a rate specified in Article 29.

c. Purposes for Temporary Appointments

Academic Support Professional positions may be filled by Employees on a temporary basis for purposes of:

- leave replacement;
- replacement of an Employee assigned to work on a grant, contract, or non-instructional or instructional assignment;
- inability to recruit a qualified candidate for a permanent Academic Support Professional position;
- staffing of experimental programs;
- insufficient pool of candidates for a position to meet affirmative action guidelines;
- other issues related to program need.

ARTICLE 11

PERSONNEL FILES

11.1. DEFINITION

The University shall maintain one official personnel file in a central location for each Employee of the University. The personnel file shall contain all written evaluations of the Employee, decisions rendered as a result of the grievance procedure or arbitration procedure contained in Article 13 of this Agreement and other materials pertinent to the Employee's professional activities. When requested, Employees shall provide relevant transcripts, documentation of credentials, and current resumes.

11.2. ACCESS

Access to the personnel file shall be limited to the Employee or Employee's designee, administrators in the line of evaluation, and the President or the President's designee.

11.3. SIGNATURE REQUIREMENTS

All evaluations contained in the personnel file shall be signed except for computerized quantitative summary statements of student evaluations generated on a uniform University wide basis. Anonymous individual comments shall not be placed in the personnel file.

11.4. TIMELINESS MATERIALS ADDED TO A FILE

No materials which predate the immediately preceding evaluation of the Employee for retention, tenure or post tenure review shall be added to the personnel file. Any written evaluation which is not placed in the personnel file prior to the next evaluation of the Employee for retention, promotion, tenure or post tenure review shall be destroyed.

11.5. NOTIFICATION OF ADDITION OR REMOVAL OF MATERIALS

Employees shall receive notice when materials are added to or removed from the personnel file, except for the addition of evaluations for retention, tenure, post tenure review, grievance decisions, copies of materials sent to the Employee via certified mail, and materials solicited from the Employee for the purpose of adding them to the personnel file.

11.6. RIGHTS OF EXAMINATION

Except as hereinafter noted, an Employee at the University may examine her/his personnel file, normally the same day as requested during the regular business hours of the office in which the file is kept under such conditions as are necessary to ensure the integrity and safekeeping of the file. An Employee will not wait more than three work days from the date of his/her request to examine his/her personnel file. An Employee may not examine confidential materials submitted in connection with the Employee's initial appointment, and the signatures on evaluation forms, other than Summary Evaluation Forms, shall remain confidential in accordance with University procedures. An Employee may attach a concise statement in response to any item in the

personnel file. Upon request and payment of the cost of photocopying, an Employee may obtain copies of any non-confidential materials in the personnel file.

11.7. RIGHTS OF EXAMINATION FOR PAST EMPLOYEES

In accordance with University policies, including any records retention policy, an Employee who has ended her/his employment at the University may examine her/his personnel file. Article 11.6 applies.

ARTICLE 12

NOTICE OF VACANT POSITIONS

12.1. NOTICE OF VACANT POSITIONS

Prior to the deadline for applications, the University shall publish an electronic, University wide announcement of any new or vacant professional position. The position announcement will be published on the GSU website per human resources' procedures. In the case of tenured/tenure track positions, the announcement shall be made at least one month prior to the deadline for application.

12.2. INTERVIEW OPPORTUNITIES

a. Academic Support Professionals

An Academic Support Professional who meets the advertised qualifications for a position shall, upon request, be granted a preliminary interview. If an Academic Support Professional is selected to fill a new or vacant position, her/his credit for years of service at the University shall not be affected.

b. University and Senior Lecturers

When a Division/Department plans to fill a new or vacant tenure track position, an Employee holding a University and Senior Lecturer appointment shall be granted a preliminary interview, upon request, if she/he is qualified for the position, and if she/he follows the necessary application procedures.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1. PURPOSE

The Board and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance. Open communication is encouraged so that resorting to the formal grievance procedure normally shall not be necessary. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of Employees.

13.2. ALTERNATIVE FORUMS

If prior to filing a grievance hereunder, or while a grievance proceeding is in progress, an Employee seeks resolution of the matter in any other forum, whether administrative or judicial, except in cases of discrimination filed before the EEOC or the Illinois Human Rights Commission, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the University and the Union do not intend that this grievance procedure be a device for appellate review, a response by the Board or its representatives, to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not give rise to a grievance under this procedure.

13.3. DEFINITIONS

a. Grievance

The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

b. Grievant

The term "grievant" shall mean an Employee or group of Employees in a dispute over a term or provision of this Agreement as it relates to them, or the Union in a dispute over a term or provision of this Agreement as it relates to the Union as an organization.

13.4. REPRESENTATION

The Union may, with the consent of the Employee, represent an Employee in a grievance filed under this Article. An Employee may also represent herself/himself in an informal grievance hearing under this Article. If an Employee chooses to represent herself/himself, she/he shall so inform the Union and the University at the time of filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the Union shall have the right to have an observer present at all meetings called for the purpose

of discussing grievances. The Union grievance officer shall be notified at least 24 hours in advance of any such meeting.

13.5. GRIEVANCE REPRESENTATIVES

Within 30 days after the execution of this Agreement, the Union shall furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as changes occur. A grievance representative shall be an Employee of the University and shall have the responsibility to meet classes, office hours, and other assigned duties and responsibilities. If the responsibilities of a Union grievance representative require rescheduling of the representative's University duties, the representative may, with the approval of the Provost/Vice President for Academic Affairs, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

13.6. APPEARANCES

If it is necessary for an Employee to participate in a settlement meeting or a grievance hearing, or arbitration proceeding during work hours, the Employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the Employee shall make arrangements acceptable to the Provost/Vice President for Academic Affairs for the performance of the Employee's duties. Approval of such arrangements shall not be unreasonably withheld.

13.7. GRIEVANCE FORMS

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

13.8. STOPPING THE GRIEVANCE CLOCK

The grievance clock shall stop between the Academic Terms when classes are not in session.

13.9. COMPLIANCE WITH PROCEDURE

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

13.10. PROCEDURE FOR HANDLING GRIEVANCES

a. Informal Resolution Process

Filing and Informal Resolution

A request to informally resolve a potential grievance issue shall be filed with the Provost/Vice President for Academic Affairs within 30 calendar days following

the date of the act or omission giving rise thereto, or the date on which the Employee knew or reasonably should have known of such act or omission if that date is later.

During this 30 calendar day period a faculty representative from the UPI and a representative from the administration shall arrange an informal conference with the appropriate University representative(s), the Union grievance officer, and the potential grievant for the purpose of investigating ways to settle the grievance informally. Upon expiration of the allotted time period for informal resolution or a mutually agreed upon extension of that period, or the request of the grievant, the University shall proceed to the hearing in (b) below.

b. Grievance Hearing

- (1) If the grievance is not satisfactorily resolved at the Informal Resolution stage, the Union may, upon the request of the grievant, file a written request for review with the Provost/Vice President of Academic Affairs or her/his designee within 14 calendar days following receipt of the decision that an informal resolution could not be reached. Formal grievances will be heard by the Provost/Vice President of Academic Affairs or her/his designee and a two person panel consisting of:
 - (1) One employee selected by the Union Chapter President
 - (2) One University employee selected by the Administration
- (2) The role of the two Hearing Panel members appointed by the Union Chapter President and Administration shall be to make recommendations to the Provost/Vice President of Academic Affairs or her/his designee. The Provost's/Vice President of Academic Affairs or her/his designee's role will be to decide the outcome of the hearing.
- (3) In advance of the grievance hearing, the grievant, Union representative, and the administrative representative shall have the right, upon request, to a copy of any existing identifiable documents relevant to the grievance. At the hearing, the grievant and the Union representative shall have the right to present any evidence in support of the grievance.
- (4) The University Grievance Officer and Union Representative will be responsible for sharing with one another in advance of the hearing any new evidence or information that is to be presented during the hearing. The members of the Hearing Panel will be allowed to evaluate evidence in the case.
- (5) At the conclusion of the formal presentation of evidence, the two Hearing Panel members appointed by the Union Chapter and Administration will each write a report including 1) if the contract has been violated, 2) if the remedy requested is warranted and 3) if there were any mitigating circumstances or confusion about contract interpretations. Copies of these reports will be sent to the Union Grievance officer and the Provost/Vice President of Academic Affairs within 5

work days of the panel hearing. The Provost/Vice President for Academic Affairs or her/his designee shall issue a written decision, stating the reasons therefore, within 15 calendar days following the receipt of the reports. In the event the decision at the hearing refers to documents not requested or presented, copies of such documents shall be attached to the decision.

- (6) If the grievance is not satisfactorily resolved by the written decision of the Provost/Vice President for Academic Affairs (13.10.b.5), the Union and the University shall use a mediator from the Federal Mediation and Conciliation Service (FMCS) to attempt to resolve the grievance in the following manner:
 - (a) Within ten (10) working days of the decision by the Provost/Vice President for Academic Affairs (13.10.b.5) the Union and the University will have a mediation session with a mediator from the FMCS.
 - (b) If the parties reach agreement in mediation, that agreement will be reduced to writing.
 - (c) If no resolution is reached in mediation, the decision by the Provost/Vice President for Academic Affairs, may, within twenty (20) working days of the most recent mediation session, be appealed to arbitration.
- (7) Only those acts or omissions and terms or provisions of the Agreement identified at the grievance hearing may be considered at subsequent hearings such as arbitration.

c. Arbitration

If the grievance is not satisfactorily resolved through mediation, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the University President/designee within twenty (20) working days of the last mediation session and shall be signed by the grievant and the Union President or her/his designee. No later than 30 calendar days after filing a written notice of intent to arbitrate, the Union and the University shall select an arbitrator and date for the arbitration hearing. The arbitration hearing shall take place no later than three months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the University.

d. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant or by the Union representative at any point during the formal hearing or arbitration process.

13.11. ARBITRATION PROCEDURE

a. Selection of an Arbitrator

Representatives of the University and the Union shall meet within 30 calendar days after the execution of this Agreement for the purpose of electing an Arbitration Panel of no more than 15 members.

Selection of an arbitrator to hear a grievance shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.

b. Authority of the Arbitrator

- (1) 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. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- (2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, professional advancement increase, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute her/his judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the Employee is not receiving the appropriate salary from the University but the arbitrator may not award other monetary damages or penalties. If notice that further employment shall not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the Employee was deprived of reasonable opportunity to seek other employment or (b) the Employee actually rejected an offer of comparable employment which the Employee otherwise would have accepted.

An arbitrator's decision awarding employment beyond the sixth year shall not entitle the Employee to tenure. In such case the Employee shall serve during the seventh year without further right to notice that the Employee shall not be offered employment thereafter.

c. Arbitrability

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

d. Conduct of Hearing

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

e. Effect of Decision

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

f. Fees and Expenses

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

13.12. MISCELLANEOUS PROVISIONS

a. Settlement Implementation

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

b. Time Limits

All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University President and the Union President. Upon

failure of the University President to provide a decision within the time limits provided in this Article, the Union may appeal to the next step. Upon the failure of the Union to file an appeal within the time limits provided in this Article, the grievance may only go forward by mutual agreement.

c. Notification

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

d. Precedent

No complaint informally resolved or grievances resolved through the grievance hearing shall constitute a precedent for any purpose unless agreed to in writing by the University President and the Union President.

e. Retroactivity

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

f. Processing

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

g. Reprisal

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

h. Records

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

ARTICLE 14

SANCTIONS AND TERMINATION

14.1. TIMELINES AND DEADLINES WITHIN ARTICLE 14

All timelines, time frames, and deadlines within Article 14 will be calculated based on work days during which the University classes are in session, according to the University calendar.

14.2. SANCTIONS AND TERMINATION COMMITTEE

a. Sanctions and Termination Committee for Unit A

The Sanctions and Termination Committee is a committee from which hearing panels are chosen in the manners indicated in Sections 14.3 and 14.4. The committee shall be composed of tenured faculty members chosen in the following manner. The University President and UPI Chapter President shall each select four members, no two of whom shall be in the same College/Unit. Committee members will be appointed for two-year, renewable terms and will serve until new members are appointed. The committee will be formed no later than October 1 of each year.

14.3. SANCTION

a. Basis for Sanctions and Availability of Relevant Documents

Appropriate sanctions less than termination may be imposed on an Employee for violation of employment obligations contained in Board or University policy, rules, or regulations or in this Agreement. The Board/University shall make all applicable policies, rules, and regulations available on the GSU website and give a hard copy to the UPI Chapter President. No Employee shall be sanctioned for a violation of these policies, rules, or regulations until they are made available on the GSU website and available to the GSU UPI Chapter President.

b. Meeting to Discuss Sanction and Possible Resolution

Prior to any sanction being imposed on an Employee, the University President or her/his designee shall hold at least one meeting with the Employee to notify the Employee that a sanction is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The UPI Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting, with the consent of the Employee.

c. Notification of Sanction

If the matter is not resolved by the meeting, the University President shall send the Employee written notice of the sanction by certified mail, including a statement of the reasons for the sanction.

d. Right to Hearing and Procedures to Convene Hearing Panel

If the proposed sanction is other than a written reprimand, the Employee shall have the right, at her/his request, to a hearing before a panel of three Employees from the same bargaining unit. One member and an alternate of the panel shall be selected by the Employee from the Sanctions and Termination Committee and one member and an alternate by the University President from the Sanctions and Termination Committee; the third member is selected from the relevant Sanctions and Termination Committee by the two members so selected. If the Employee has requested a hearing and if a panel is not selected by this method within 10 work days of the request for a hearing, the University President, in consultation with the UPI Chapter President, shall select the remaining member of the panel from the relevant Sanctions and Termination Committee. If a full panel is not selected by this method within the specified time period, and the University President is unable to contact the UPI Chapter President or his/her designee within 10 work days thereafter, the University President will appoint the remaining members to the panel from the relevant Sanctions and Termination Committee.

e. Role of Panel

Within 15 days of the proposed sanction being referred to the panel, the hearing will be scheduled by the Office of the Provost in consultation with the UPI Chapter President. Within 30 days of the proposed sanction being referred to the panel, the panel shall meet to review the reasons for the proposed sanction and related documentation. The panel has a right to request of both the University and the Employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.

f. Hearing Sessions and Panel Findings

The panel shall make a good faith effort to hold full day hearing sessions, five days per week. The University shall offer appropriate released time to Employees serving on the panel. A hearing on a proposed sanction shall not exceed 10 days unless extended by a majority vote of the panel. Extension will be for no more than an additional five days and the University President and the UPI Chapter President will be notified of the extension and the reasons within one Day of the decision.

If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it shall so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it shall report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter.

The panel will submit a written summary of their reasons including their recommendations to the University President and UPI Chapter President within 15 days of the last meeting.

g. Official Sanctions

Official sanctions shall be issued only by the University President or his/her designee, i.e., the Provost/Vice President of Academic Affairs, Associate Provost, Assistant Provost, or Dean/Library Director acting as the University President's designee. Official sanctions shall be issued within 60 work days of receiving the panel's report.

h. Record of Sanction

A record of any sanction imposed on an Employee shall be placed in the Employee's personnel file.

i. Restriction of Sanctions to this Article

No sanctions shall be imposed upon Employees except in accordance with the provisions of this Article.

14.4. TERMINATION

Termination of a tenure appointment at any time, of a probationary appointment before the end of the specified term, or of an Academic Support Professional before the end of the specified term may be effected for Adequate Cause.

a. Meeting to Discuss Intent to Terminate and Possible Resolution

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

b. Written Notification Prior to Meeting in Section 14.4.a.

Prior to such a meeting or attempted communication, the University President shall provide the Employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.

c. Additional Meetings

Additional meetings or communications to discuss possible remedial actions by the Employee or to discuss settlement of the matter may continue until either the University

President or the Employee notifies the other in writing of her/his belief that further meetings shall not be productive.

d. Time Limitations and Possible Conclusions

No later than six months from the date of the first meeting or communication 14.4.a (a time limitation which may be extended by written agreement of the parties), the University President shall provide the Employee in writing with one of the following:

- (1) a statement that further action on the matter shall not be pursued, and that all references to it shall be removed from the Employee's personnel file; or
- (2) a statement that further action on the matter shall not be pursued at that time, but that reference to it shall remain in the Employee's personnel file; or
- (3) specification of any remedial actions to be taken by the Employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination shall be issued before evaluation of the remedial actions; or
- (4) the terms upon which the matter is to be settled; or
- (5) a notice of intent to seek termination.

e. Procedure for Termination

If the University President serves a notice of intent to seek termination, the following procedure shall apply:

(1) Initiation of Termination and Service of Notice

A termination proceeding shall be initiated by the University President serving notice of intent to seek termination including a statement of reasons for termination of the Employee by registered or certified mail return receipt requested addressed to the Employee's last known address with a copy to the Union. Such mailing of the notice or other documents under this Article shall constitute service.

(2) Request for Hearing Panel and Procedures to Convene Panel

An Employee served with a notice of termination shall have a right to a formal hearing before a panel of five Employees from the same bargaining unit. If, within 15 work days of service of a notice of termination, the Employee delivers to the University President a written request for a formal hearing, then a formal hearing shall be arranged. In the request for a formal hearing, the Employee shall designate two Employees from the same bargaining unit, both selected from the relevant Sanctions and Termination Committee, to serve on the panel. The alternate shall also be selected from the same bargaining unit. The Employee may

request a five-Day extension for selection of the panel which will be approved if mutually agreed to by the University President, and the UPI Chapter President. The University President shall select two Employees and one alternate from the relevant Sanctions and Termination Committee to serve on the panel within 15 work days of delivery of the request for a hearing. The chairperson of the panel shall be selected by the panel.

(3) Notification Requirements Prior to Hearing and Right to Counsel

An Employee served notice of intent to seek termination who requests in a timely manner a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 15 work days prior to commencement of the hearing. During the proceedings, the Employee shall be permitted to have counsel or an advisor of her/his choice. When practical, the Employee shall be present but such presence is not required for the proceeding to go forward.

(4) Hearing Record, Burden of Proof, Right to Present Witnesses

A verbatim record of the hearing shall be taken and a written copy shall be provided to the Employee. The burden of proof that Adequate Cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The Employee shall be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.

(5) Hearing Sessions and Panel Findings

The panel shall make a good faith effort to hold full day hearing sessions, five days per week. The Board shall offer appropriate release time to Employees serving on the panel. A termination hearing shall not exceed in the aggregate a period of 20 days unless extended by a majority vote of the hearing panel. The panel has a right to request of both the University and the Employee identifiable documents related to the written charges. The findings and recommendations of the hearing panel shall be reduced to writing and served on the Employee, the UPI Chapter President, and the University President within 20 days after the conclusion of the hearing. If the hearing panel concludes that Adequate Cause has not been established by the evidence in the record, it shall so report to the UPI Chapter President and the University President. If the University President rejects the report, she/he shall state in writing the reasons for doing so to the hearing panel, the UPI Chapter President, and the Employee and provide 15 days for delivery of a written response. If the hearing panel concludes that Adequate Cause for dismissal has been established, it shall so recommend in writing, with supporting reasons to the UPI Chapter President and the University President. If the hearing panel concludes that Adequate Cause for a sanction less than dismissal has been established, it shall so recommend in writing, with supporting reasons, to the UPI Chapter President and the University President.

(6) Recommendation(s) to the Board

The recommendation of the University President, along with that of the hearing panel should it not concur with the President, shall be delivered to the Board for final action.

(7) Procedure in Event No Hearing Is Requested

If the Employee does not request a hearing in accordance with 14.3.d or if a hearing panel fails to provide its findings and recommendations within 15 days after conclusion of the hearing, the University President shall submit her/his recommendation to the Board for final action.

(8) Termination of Compensation

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

(9) Suspension or Reassignment of Employees Served with Notice of Termination

An Employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the Employee's presence in her/his appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the Employee shall be imposed, the Employee shall be restored to her/his appointed position.

(10) Record of Disciplinary Actions

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

14.5. RELATION TO GRIEVANCE PROCEDURE

All actions imposed upon Employees pursuant to this Article are subject to Article 13, Grievance Procedure.

ARTICLE 15

STAFF REDUCTION PROCEDURES

15.1. CONDITIONS FOR LAYOFF

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

15.2. STAFF REDUCTION PROCEDURES

a. Factor for Consideration

If the Board decides it is necessary to lay off Employees according to Article 15.1, the factors which shall be considered in light of the University's program needs, in determining which, if any, Employees shall be retained, are:

- length of full-time service at the University, including approved leaves;
- length of full-time service in the Division, including approved leaves;
- educational qualifications;
- professional training; and,
- professional experiences.

The layoff of teaching or Resource Faculty in the level of organization as determined by the Board to which the layoff applies shall be in the order listed below:

- (1) Unit B Employees;
- (2) Full-time Employees on probationary appointment, but without tenure;
- (3) Tenured Employees.

b. Vacancies for Administration

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

15.3. LOCATION OF EQUIVALENT EMPLOYMENT

The University and the Board shall make a reasonable effort to locate other equivalent employment within the University for a laid off Employee prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected.

The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one Unit, part-time employment, transfer to another Unit or position pursuant to Article 24, or retraining pursuant to Article 31.13. A laid off Employee who

accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits.

15.4. NOTICE REQUIREMENT (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Notice for Tenured Unit A Employees

A tenured Employee shall be given employment for at least one Academic Year beyond the Academic Year in which she/he is given notice of layoff. The notice requirements shall not apply in the case of extreme and immediate financial exigency.

b. Notice for Probationary Unit A Employees

An Employee with a probationary tenure track appointment shall be given the same notice in the event of the layoff as would be given in the event of non-renewal of her/his appointment.

c. Notice for Academic Support Professionals

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

15.5. FUTURE EMPLOYMENT AT THE UNIVERSITY (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Determination of Status at Time of Layoff

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

b. List of Laid Off Employees

The University shall maintain a list of Employees who are laid off for a period of three years after the layoff. If an Employee's position at the time she/he was given notice of layoff is reinstated during such period, the Employee shall be sent notice of that fact at the Employee's last known address and offered reemployment. It shall be the Employee's responsibility to keep the University advised of the Employee's current address. An offer made pursuant to this section must be accepted within 30 days, such acceptance to take effect not later than the beginning of the Academic Term specified in the offer. If the

offer is not accepted, the Employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the Employee.

c. Three Year Rights

During the three-year period specified in Section 15.5.b above, notice of bargaining unit employment opportunities at the University for which the Employee is qualified shall be sent to the Employee at her/his last known address. If the Employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the Employee fails to apply for the opportunity within 15 days from the date the notice is sent to the Employee, or if the Employee is not offered reemployment, her/his name shall remain on the layoff list for the remainder of the period specified in Section 15.5.b above.

d. Rights upon Reinstatement

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

e. Tenured Academic Support Professionals

An Academic Support Professional who holds tenure in an academic Division/Department/Unit shall retain the layoff rights of a tenured faculty member.

15.6. CONTINUING BENEFITS

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

VI. FACULTY AND ACADEMIC SUPPORT
PROFESSIONALS RIGHTS AND RESPONSIBILITIES

ARTICLE 16

ASSIGNMENT OF DUTIES AND ANNUAL WORK PLAN

Sections in this Article apply differently to Unit A: Teaching and Resource Faculty (Sections 16.1 through 16.8 and 16.11); Unit B: University and Senior Lecturers and Temporary Resource Faculty (Sections 16.1 through 16.5, 16.7, 16.8 and 16.11); and Unit B: Academic Support Professionals (Sections 16.9 through 16.11). Such application is indicated in the title to each section.

16.1. ASSIGNMENT OF DUTIES (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS, AND TEMPORARY RESOURCE FACULTY)

a. Unit A: Tenured/Tenure Track Faculty

(1) Teaching Faculty:

- (a) The primary professional responsibility of Unit A Teaching faculty is Teaching/Primary Duties, supported by active participation in Research/Creative Activity and Service. The professional obligation of a Unit A Teaching faculty is composed of both assigned and unassigned duties and activities. Unit A teaching faculty are responsible for teaching assignments of up to 21 credit hours which shall be reflected on the Division/Department teaching schedule for each Academic Term. In addition to this documentation of teaching assignments, reassigned time, when applicable to a Unit A Teaching faculty member, shall supplement the Division/Department teaching schedule and shall provide specific information about any portion of the 21 credit hours that will be assigned to activities other than teaching (see Section 16.3).

(2) Resource Faculty:

The primary obligation of Unit A Resource faculty includes activities that contribute to the teaching-learning environment for both students and faculty colleagues as well as that contribute to their own profession. These comprise a diversity of both assigned and unassigned duties and responsibilities. Primary duties for resource faculty account for 80% of their workload and the remaining 20% is dedicated to scholarly activities and/or service.

b. Unit B Faculty: University and Senior Lecturers and Temporary Resource Faculty

- (1) The professional obligation of a University and Senior Lecturer or a Temporary Resource Faculty is composed of assigned teaching/primary duties which shall be reflected in a letter of appointment that specifies the assigned load percentage

relative to a 27 credit hour maximum load, the Division/Department teaching or primary duties schedule, and if applicable, a list of reassigned responsibilities.

16.2. DEFINITION OF ASSIGNED OBLIGATION (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Unit A Faculty

(1) Teaching Faculty:

- (a) Assignment loads are 21 credit hours for Unit A Teaching Faculty. Teaching load may include supervision of special learning activities when such activities and/or projects are a significant part of the workload. For example, curriculum development, composition or writing intensive courses, intensive participation in lower division cohorts, supervision of independent studies and/or thesis/final projects, supervision and maintenance of laboratories and/or studios, and consistent supervision of field activities such as practice teaching, clinical affiliation, and internships will be considered in the assignment of workload (see Credit Hour Guidelines).

(2) Resource Faculty:

Resource faculty assignments comprise an annual work plan whose standard percentages equal 80% primary duties and 20% for research/creative activities and service. These assignments are part of the ordinary duties of Resource Faculty and do not preclude them from applying for and being granted additional reassigned time as specified in Section 16.3 based on their research agenda, creative activities, and productivity.

(3) Unit A Faculty Contract and Assignment Periods

- (a) Unit A Teaching Faculty shall have an annual appointment which includes two semesters as defined in 10.2.
 - i. If based on program need and agreement of the faculty member, teaching faculty may be assigned his/her time off during the fall or spring semester.
 - ii. No Unit A Teaching Faculty member will be assigned to teach in the summer session unless he/she agrees to the assignment.
 - iii. Unit A Teaching Faculty will primarily teach their courses in two semesters (i.e. fall and spring semesters). If necessary, in order to meet minimum credit hour requirements, based on program need, and agreement of the faculty member, the Chair/Dean may assign a

faculty member to teach his/her 21 credits over two semesters and the summer session.

- (b) Unit A Teaching Faculty will receive one credit hour for planning for every course preparation over five different three credit hour courses per contract year.
- (c) Unit A Resource Faculty shall have an annual appointment of 12 months. Unit A Resource Faculty may be hired on appointments of less than 12 months. The workload for Resource Faculty on contracts of less than 12 months shall be pro rata. The workload for Unit A Resource Faculty who are hired mid-year shall be pro- rata.

b. Unit B University and Senior Lecturers and Temporary Resource Faculty

- (1) The assigned obligation of a full-time University and Senior Lecturer and Temporary Resource Faculty shall be 27 credit hours or its full-time work plan percentage equivalent over two semesters and a summer session. The assigned load, as measured by credit hours, may be a combination of assigned teaching; supervision of graduate and undergraduate research; service to the Division/Department, College, University, and community; advising; or librarianship (when applicable to assignment). Participation in composition or writing intensive courses, intensive participation in lower division cohorts, supervision and maintenance of laboratories and/or studios, and consistent and significant supervision of field activities such as practice teaching, clinical affiliation, and internships, will be considered in the assignment of workload (see Credit Hour Guidelines). Employees continue to be encouraged to engage in unassigned professional development activities and research/creative activities related to the Employee's assignment.
- (2) Unit B Faculty Contract and Assignment Periods:
 - i. If an Employee has a part-time appointment (less than 12 months and/or less than 100 percent), her/his assignment shall be proportionate to the appointment. Twenty-seven credit hours or its full-time work plan equivalent will be used to determine the workload and salary percentage in their initial assignment. The assignment of an additional course(s) or obligation(s), including laboratories/studios, which increases the workload above the level of the existing part- time credit range, will result in the issuance of a new contract with the salary and workload percentage increased by prorating the additional assignment as a percentage of the 27 credit hours or its full-time work plan equivalent.
 - ii. An Employee on a part-time contract shall be provided an opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.

- iii. If an Employee is assigned duties for only part of a period of appointment, her/his assigned obligation shall be reduced in proportion to the period of appointment.
- iv. A University and Senior Lecturer will receive one credit hour for every course preparation over five different three credit hour courses per Academic Year.

c. Location of Assignment for all Faculty

The assigned obligation of all Unit A and Unit B Faculty may be on campus, off campus, online, or some combination thereof.

16.3. PROCEDURES FOR PROFESSIONAL ASSIGNMENTS AND REASSIGNED TIME

a. UNIT A: TENURED/TENURE TRACK FACULTY

(1) Development, Review, and Distribution of Schedule

The Provost/Vice President for Academic Affairs shall develop the schedule for course/work assignments, and the official reassignment of responsibilities. This schedule shall be reviewed with the UPI Chapter President before it is distributed to Employees. A copy of the schedule or notice of its posting within the University portal shall be provided to each Employee no later than August 31 unless otherwise agreed to by the UPI Chapter President and University President or designee.

(2) Employee Proposal for Professional Assignments

A Unit A Teaching or Resource Faculty member may submit a proposal for an assignment for consideration by the Employee's Division/Department Chair. The proposal shall be written and shall be submitted by the date specified in the schedule described in Section 16.3.a. The proposal may include scheduling options, assignment of specific duties, or suggestions for professional development activities. It may also be accompanied by requests submitted in accordance with published University procedures for resources related to specific activities in order to accomplish the proposed assignment.

(3) Employee Proposal for Scheduling of Vacation

A Unit A Resource Faculty may submit a proposal for the scheduling of vacation. Scheduling of vacation shall be based upon program needs and is subject to approval by the Chair/Dean.

(4) Discussion Prior to Assignment

A Unit A Teaching or Resource Faculty member shall have an opportunity to discuss an assignment, including unofficial assignments reflected in preliminary course schedules, in advance of an official assignment except where it is impossible to do so because of leave status or illness of an Employee, unexpected staff changes, or changes necessitated by enrollment. If requested in writing by the Employee at least one week prior to the issuance of written assignments by the Chair as published in the University schedule, a personal consultation shall be held between the Employee and the Chair. A reasonable effort shall be made to provide an advance opportunity to discuss an official assignment to an Employee who is away from campus on University business.

(5) Application for Reassigned Time

Reassignment of standard credit hour or work plan percentages for all Unit A faculty will comprise the following process and considerations:

- (a) Research/Creative Activity: Application for reassigned time for the subsequent Academic Year shall be submitted to the appropriate Division/Department Chair no later than March 1. The application will include a written plan for future scholarly productivity and documentation of prior research/creative accomplishments. For prior research/creative activity, the standard benchmark is measured over a rolling three-year period unless otherwise specified in discipline-specific accreditation criteria and shall include at least one refereed scholarly publication, or its artistic equivalent as specified in the Division/Department criteria, and one other research/creative activity indicated in the Division/Department criteria in that period.
 - i. Faculty in probationary years 1-3 requesting reassigned time for research/creative activities are required to submit to their Division/Department Chair a written substantive plan for future scholarly productivity as specified in the Division/Department criteria.
 - ii. Reassigned time for research/creative activity of more than three credit hours for Teaching faculty or 20 percent workload for Resource Faculty per year will only be considered in consultation with the Dean of the College or Library, supported with evidence of a superior level of Research/Creative Activity as measured over a rolling three-year period by the Division/Department criteria.
 - iii. Faculty who have received a major research grant may request to buy teaching reassigned time (if allowed by the grant) to work on research/creative activities connected with the grant. Program need will be considered in the decision process. The number of credit

hours (Teaching Faculty) or percent of work plan (Resource Faculty) is negotiable depending on program need, evaluation criteria, grant limitations, and faculty request.

- iv. For Unit A Teaching Faculty the number of credit hours will be determined by the Dean and Chair in consultation with the faculty member.
- v. For Unit A Resource Faculty the percentage of work plan will be determined by the Dean in consultation with the faculty member.

(6) Service

Reassigned time for extraordinary service or committee obligations, coordination of advising, program coordination, multiple– section course supervision, and other administrative duties will also be considered in workload reassignments. See also Article 2.5 and Credit Hour Guidelines.

(7) Development of Assignments

The Division/Department/Unit Chair shall develop the schedule of instructional assignments or, in the case of Resource Faculty, the assigned work plan. The Chair shall also develop a listing of faculty reassigned time as applicable based on the process described in section 16.3.a.(5). All scheduling and reassignment information shall be submitted to the appropriate Dean for review and approval. The Dean will submit the schedule and reassignments to the Provost/Vice President for Academic Affairs for final approval.

(8) Modifications of Assignments

- (a) An Employee shall be given the same opportunity to discuss any modification of original assignments as given in Section 16.3.a.(4) above, and
- (b) shall receive written verification of the modification in assignments as soon as possible.
- (c) If, during her/his period of appointment, a significant modification occurs in a Unit A Teaching or Resource Faculty's assigned duties, she/he may request a written modification of her/his assignment, or in the credit hours awarded for such assignments.

(9) Work Load Plans

- (a) Prior to the end of the contract year, each employee will receive a work load plan summarizing the expected credits for teaching/primary duties, research/creative activities, and service that will comprise their work for

the next academic year. Employee signature acknowledges receipt of the plan.

- (b) During the academic year, updated work load reports will be provided to the employees for the work that is occurring during that year. At minimum these reports will be provided to Unit A Teaching and Resource Faculty after the census date of the spring semester by the Division/Department Chair.

b. UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY

(1) Development, Review, and Distribution of Schedule

The Provost/Vice President for Academic Affairs shall develop the schedule for course/work assignments, and the official reassignment of responsibilities. This schedule shall be reviewed with the UPI Chapter President before it is distributed to Employees. A copy of the schedule or notice of its posting within the University portal shall be provided to each Employee no later than August 31 unless otherwise agreed to by the UPI Chapter President and University President or designee.

(2) Employee Proposal for Scheduling of Vacation

Unit B Lecturers and Senior Lecturers may submit a proposal for the scheduling of vacation. Scheduling of vacation shall be based upon program needs and is subject to approval by the Chair/Dean.

(3) Application for Reassigned Time

- (a) Reassignment for Unit B faculty may take the form of service and/or research/creative endeavors. Application for reassigned time for the subsequent Academic Year shall be submitted to the appropriate Division/Department Chair no later than April 1.
- (b) Service: Reassigned time for extraordinary service or committee obligations, coordination of advising, program coordination, multiple-section course supervision, and other administrative duties will also be considered in workload reassignments. See also Article 2.5 and Credit Hour Guidelines.
- (c) Research/Creative Endeavors: The Application will include a written plan for future scholarly productivity, relevance of the research/creative endeavors to teaching responsibilities, and documentation of prior research/creative accomplishments.

(4) Development of Assignments

The Division/Department/Unit Chair shall develop the schedule of instructional assignments or, in the case of Resource Faculty, the assigned work plan. The Chair shall also develop a listing of faculty reassigned time as applicable based on the process described in section 16.3.a.(5). All scheduling and reassignment information shall be submitted to the appropriate Dean for review and approval. The Dean will submit the schedule and reassignments to the Provost/Vice President for Academic Affairs for final approval.

(5) Modifications of Assignments

An Employee shall be given the same opportunity to discuss any modification of original assignments as given in Section 16.3.a.(4) above, and shall receive written verification of the modification in assignments as soon as possible.

If, during her/his period of appointment, a significant modification occurs in a Unit B Lecturer or Senior Lecturer Faculty's assigned duties, she/he may request a written modification of her/his assignment, or in the credit hours awarded for such assignments.

(a) Work Load Plans

- i. Prior to the end of the contract year, each employee will receive a work load plan summarizing the expected credits for teaching/primary duties, research/creative activities, and service that will comprise their work for the next academic year. Employee signature acknowledges receipt of the plan.
- ii. During the academic year, updated work load reports will be provided to the employees for the work that is occurring during that year. At minimum these reports will be provided to Unit B Lecturers and Senior Lecturers after the census date of the spring semester by the Division/Department Chair.

16.4. CREDIT HOUR GUIDELINES FOR TEACHING/PRIMARY DUTIES OTHER THAN THE TEACHING OF LECTURE/DISCUSSION COURSES (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

- a. Credit hours for instruction of other than lecture/discussion courses are established in the Credit Hour Guidelines, approved by the President as of the date of execution of this Agreement. The Credit Hour Guidelines in effect at the time of the execution of this Agreement shall be attached to this Agreement as Appendix F.
- b. Credit Hour Guidelines in effect at the time of execution of this Agreement shall remain the same throughout the duration of this Agreement unless, following a modification

process described below, the President approves modifications to the Credit Hour Guidelines:

- (1) Credit Hour Guidelines may be modified once during the term of this Agreement. The President or his/her designee or the UPI Chapter President may initiate the modification process by giving written notice to the other party.
- (2) The University President and the UPI Chapter President shall each appoint two representatives to a committee to review and recommend modifications to the Credit Hour Guidelines. A fifth member of the committee, selected from the bargaining unit, will be appointed by mutual agreement between the University President and the UPI Chapter President.
- (3) The recommendations of the Committee will be presented to the University President for consideration and approval.
- (4) Once modifications to the Credit Hour Guidelines are approved by the University President, they will remain the same throughout the duration of this Agreement.

16.5. OVERLOAD (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Assignment of Overload

(1) Unit A Faculty

- (a) If program needs exist which cannot be met through voluntary acceptance, Unit A Faculty may be requested or assigned to perform duties in excess of the credit hour limits or work load equivalent specified in Article 16.1.a above. Excess credits under this section shall be compensated at the rate specified in Article 29. Assignment of involuntary overload shall not exceed one three credit hour course per Academic Year beyond the maximum load assignment of 21 credit hours, or a total of 24 credit hours during an Academic Year.
- (b) Unit A Faculty may voluntarily perform duties in excess of the credit hour limits or workload equivalent specified in Article 16.1.a above. Excess credits under this section shall be compensated at the rate specified in Article 29. Assignment of overload shall not exceed nine credit hours or workload equivalent per Academic Year beyond the maximum full load assignment of 21 credit hours, or a total of 30 credit hours during an Academic Year. Unit A Faculty may be assigned overload in excess of nine credit hours or workload equivalent if the Chair and Dean determine the assignment is based on program need, the Provost/Vice President of Academic Affairs approves the overload, and if the Employee agrees to the overload assignment.

(2) Unit B University and Senior Lecturers and Temporary Resource Faculty

- (a) Unit B University and Senior Lecturers, and Temporary Resource Faculty may be requested or assigned if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of the credit hour limits or work load equivalent specified in Article 16.1.b above. Excess credits under this section shall be compensated at the rate specified in Article 29. Assignment of involuntary overload shall not exceed one three credit hour course or workload equivalent per Academic Year beyond the maximum load assignment of 27 credit hours, or a total of 30 credit hours during an Academic Year.
- (b) Unit B University and Senior Lecturers and Temporary Resource Faculty may voluntarily perform duties in excess of the credit hour limits or workload equivalent specified in Article 16.1.b above. Excess credits under this section shall be compensated at the rate specified in Article 29. Assignment of overload shall not exceed 12 credit hours or workload equivalent per Academic Year beyond the maximum full load assignment of 27 credit hours, or a total of 39 credit hours during an Academic Year. These Employees may be assigned overload in excess of 12 credit hours or workload equivalent if the Chair and Dean determine the assignment is based on program need, the Provost/Vice President of Academic Affairs approves the overload, and if the Employee agrees to the overload assignment.

b. Calculation of Overload

(1) Unit A Faculty:

The computation for overload for all assigned activities will be paid after the maximum of 21 credit hours for Unit A Teaching Faculty or its work plan equivalent for Unit A Resource Faculty.

(2) Unit B Faculty:

The computation for overload will be paid after a maximum of 27 credit hours for Unit B University and Senior Lecturers or its work plan equivalent for Temporary Resource Faculty.

c. Temporary Assignments, Unit A and Unit B Faculty

(1) Temporary Replacement Assignments

If a Unit A or Unit B faculty member is absent from her/his duties, another Employee may be requested or assigned to perform the absent Employee's duties. Except as specified in Section 16.5.c.(2) below, the assignment shall be without compensation.

(2) Compensation for Temporary Replacement Assignments

If the assignment is in excess of the credit hour maximum specified in Sections 16.2.a and 16.2.b above, and if the assignment exceeds two weeks within a semester or the pro rata equivalent of two weeks within any other Academic Term (exclusive of periods when classes are not in session in the case of a Teaching faculty), the Unit A or Unit B faculty member shall receive compensation prorated for the period of assignment as specified in Article 29.9, beginning with the third week of the assignment.

16.6. SCHEDULING OF ASSIGNMENTS FOR UNIT A: RESOURCE FACULTY

Assignments of scheduled activities for a Unit A Resource Faculty shall be subject to the consideration of the effective operation of the Unit and shall bear a reasonable relationship to the Resource Faculty member's total assignment of primary duties.

16.7. FACULTY ACCESSIBILITY (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS)

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

a. Student Access to Faculty

To provide individual student access to faculty, each Unit A Teaching Faculty member and Unit B University and Senior Lecturer shall maintain a weekly schedule of office hours. The purpose of office hours is to provide a dedicated block of time during which the instructor is available to provide immediate responses without a pre-arranged appointment. Office hours should be designed to provide effective responses to student needs. If necessary and with reasonable notice, faculty are expected to be accessible to meet students, other faculty, and staff on work days and times other than those of posted office hours and scheduled classes. See Article 4.

Unit A Teaching Faculty and Unit B University and Senior Lecturers who are assigned to teach will hold office hours during the scheduled academic term of those assigned courses.

Unit A Teaching Faculty and Unit B University and Senior Lecturers who are assigned to teach online or face to face courses may hold some of their office hours electronically. Faculty who are assigned to teach courses off-campus may hold some of their office hours at the off-campus site.

All office hours of any modality must be stated on all course syllabi and displayed clearly on the Employee's office door by the end of the first week of each semester and assigned summer session.

Faculty teaching 1 or 2 courses will hold 2 office hours weekly during that academic term.

Faculty teaching 3 or more courses will hold 4 office hours weekly during that academic term. These hours cannot all be on the same day.

The number of office hours held on campus, at remote teaching sites, or electronically shall be distributed in the same proportions as the teaching assigned for the academic term.

b. Faculty Participation (Unit A: Tenured/Tenure Track Faculty)

The University requires faculty participation during the months covered by the Unit A members' appointment in program, Division/Department/Unit, College, and University governance to fulfill its mission. That participation may require, as necessary and upon reasonable notice (i.e., minimum of three work days), Unit A members to be available on work days and times other than those of posted office hours and scheduled classes to meet with members of the faculty, staff, and administration. When classes are not in session, faculty are not required to maintain regular office hours; however, faculty must be available to participate in meetings, and other activities, as necessary other than those of posted office hours.

16.8. OUTSIDE EMPLOYMENT (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

An Employee's performance of professional obligations to the University as specified in Article 16 shall be given priority over any outside employment. See Article 4.

16.9. ANNUAL WORK PLAN UNIT B: ACADEMIC SUPPORT PROFESSIONALS and SENIOR ACADEMIC SUPPORT PROFESSIONALS

a. Assigned Obligation

(1) Definition

The assigned obligation of an Academic Support Professional is defined by two documents: the official job description and the annual work plan and shall include both student advising and other assigned duties. For student advising, full student advising loads are as follows:

450-500 continuing students if student advising is 90-100% of assigned duties;

400-449 continuing students if student advising is 80-89% of assigned duties;

350-399 continuing students if student advising is 70-79% of assigned duties;

300-349 continuing students if student advising is 60-69% of assigned duties; and

250-299 continuing students if student advising is 50-59% of assigned duties.

(2) Term of Appointment

The annual work year for an Academic Support Professional is July 1 through June 30.

(3) Work Week

Full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the Academic Support Professional's period of appointment, as approved by the supervisor. The assigned obligation of a part-time Academic Support Professional shall be proportionate to her/his appointment.

(4) Part-time Appointments

The assigned obligation of a part-time Academic Support Professional shall be proportionate to her/his appointment and fall within the timeframe of the appointment.

(5) Notification Prior to Permanent Reassignment

In the case of permanent job reassignment, the Academic Support Professional must be notified in writing at least two weeks in advance of the permanent reassignment.

b. Official Job Descriptions

(1) Definition

The official job description is developed prior to the employment of the Academic Support Professional. It includes a diversity of duties and responsibilities. It shall be reviewed annually.

(2) Copy Requirements

A copy of the job description shall be made available to the Employee at the time of employment.

(3) Modification Procedures

If the supervisor wishes to modify an Employee's official job description, the supervisor shall consult with the Employee about the proposed modification, providing the Employee with a copy of the proposed modification. The Academic Support Professional may attach a statement reacting to the proposed modification

and forward it to the Dean/Director and the appropriate Vice President for approval. The Academic Support Professional shall receive a copy of any modification of her/his official job description. The final modification will be forwarded to the Office of the Provost and to the UPI Chapter President.

(4) Implementation of Modifications

Modifications of official job descriptions shall become effective on the date specified on the modified approved description. The Employee shall receive a copy of the modified job description at least thirty (30) days prior to the effective date.

c. Annual Work Plan

The assigned duties of an Academic Support Professional shall be reflected in an annual work plan.

(1) Review

Each Academic Support Professional and her/his supervisor shall meet annually for the following purposes:

- (a) to review the Employee's prior work plan;
- (b) to discuss an annual work plan for the coming year; and
- (c) to review the materials and methods to be used for evaluation.

(2) Work Plan

The work plan shall identify priorities among the duties and responsibilities listed on the job description, performance expectations, and where appropriate specification of assigned duties, expectations about scheduling, any specific goals or deadlines which the Employee is expected to meet. Each assigned duty in the work plan shall receive a full-time effort (FTE) percentage value.

- (a) Development of Written Work Plan. After consultation with the Employee, the supervisor shall develop the written work plan and shall submit it to the Dean/Director and the appropriate Vice President for review and approval.
- (b) Evaluation. The work plan shall include a description of the materials and methods which shall be used to evaluate the Employee's performance.
- (c) Copy Requirements. Each Academic Support Professional shall receive a copy of her/his approved work plan within 30 days of her/his initial appointment. Each continuing Academic Support Professional shall receive a copy of her/his approved work plan for the next year by June 1.

Copies of work plans shall be signed by the Employee and the supervisor.
The plan shall be effective July 1.

d. Modification of Annual Work Plans

Permanent changes in period of appointment, reorganization, change in supervisor, or significant changes in the assigned duties as specified on an Academic Support Professional's annual work plan, shall necessitate a review of the job description and work plan including the description of materials and methods for evaluation within 30 days after the change.

If a change constitutes an increase in workload, the work plan shall be modified either to reduce other duties proportionate to the increase or to identify the increase as an overload in accordance with Section 16.9.f.

(1) Employee Requests for Modification

An Employee may make a written request for a modification of her/his work plan to her/his supervisor.

(2) Supervisor Initiated Modifications

If an Academic Support Professional's supervisor wishes to modify the Employee's work plan she/he shall consult with the Employee about the proposed modification, providing the Employee with a copy of the proposed modification. The Academic Support Professional may attach a statement to the supervisor's recommendation of the proposed modification to the appropriate University Vice President.

(3) Copy Requirements

The Academic Support Professional shall receive a copy of any approved modification of her/his work plan signed by the Employee and the supervisor including the date upon which it becomes effective.

e. Changes in Supervisor

Any reorganization or change in supervisor shall necessitate a review of the job description, work plan and description of materials and methods to be used to evaluate Employee performance to ensure that the Academic Support Professional understands the evaluation procedure used by her/his supervisor.

f. Scheduling

Scheduling shall be flexible to accommodate the exercise of discretion necessary for the performance of professional duties, shall bear a reasonable relationship to the Academic Support Professional's total annual work plan, and shall be subject to the consideration of maintaining the effective operation of the Department/Unit.

g. Special Projects and Overload

(1) Assignment of Special Projects

With the approval of the Unit Head, a special overload project may be assigned to an Academic Support Professional which requires the performance of duties in excess of the Employee's full-time effort. It must be identified as a special project and must have a specific beginning and end.

(2) Compensation for Special Projects

An Employee given a special overload project assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed 30 percent of the base salary the Employee shall receive during the special assignment period. An Employee on a special assignment may also have her/his normal work schedule adjusted by the Provost/Vice President for Academic Affairs to reflect work on the special assignment.

(3) Compensation for Overload

An ASP Academic Advisor who, based on the average number of advisees assigned over an Academic Year, has been assigned more than the number of continuing student advisees as determined by the formula set forth in paragraph 16.9.a. shall be paid an overload stipend. The Advisees assigned to the Advisors will be determined on the census date of the fall, spring and summer terms and will be listed on a report to be provided to the Advisor within three (3) weeks of the census date. The stipend shall be paid at the end of the Academic Year based on the following scale:

1-50 additional student advisees	\$900
51-100 additional student advisees	\$1800
101-150 additional student advisees	\$2700
151-200 additional student advisees	\$3600

For each increment of 50 advisees above 200, an additional \$900 will be added to the overload pay at the end of the Academic Year.

16.10. COMPENSATORY TIME (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Eligibility

Academic Support Professionals shall be eligible for compensatory time equivalent to time assigned and worked above the Employee's regular weekly work schedule.

b. Accumulation

- (1) Compensatory time must be earned in a minimum of half-hour increments.
- (2) Thirty-seven and one-half hours of compensatory time can be accumulated for up to one Academic Year and is not accruable.

c. Reporting

- (1) It is the responsibility of the Employee who earns the compensatory time to report it on a weekly basis in writing to the Unit Director.
- (2) The unit director is responsible for maintaining a record of compensatory time for Employees in her/his Unit.

d. Use

- (1) Earned compensatory time up to 37.5 hours must be used within one year of being earned.
- (2) Any compensatory time earned beyond 37.5 hours must be used in the term in which is accumulated.
- (3) Compensatory time earned in the last month of the Academic Year (August) may be used in the term immediately following the term it was earned (fall semester); however, it must be used by the end of the following term (fall semester) or the compensatory time will be lost.
- (4) The use of compensatory time must be requested a minimum of two days in advance and approved by the Unit Director. A request for the use of compensatory time shall be approved if it does not interfere with the operating needs of the Unit. The Employee shall be responsible for organizing her/his work schedule with regard to requests for compensatory time.

16.11. GRIEVANCES ON ASSIGNED DUTIES (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS, TEMPORARY RESOURCE FACULTY; ANNUAL WORK PLAN UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

The reasonableness of an official assignment or modification under Section 16.2 and 16.3 above, the specification of a credit hour value under Section 16.4. above, an assignment of excess duties under Section 16.5 above, or an assignment under 16.6 above, shall be subject to Article 13, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

ARTICLE 17

EVALUATION AND EVALUATION CRITERIA

Sections in this Article apply differently to Unit A: Tenured/Tenure Track Faculty; Unit B: University and Senior Lecturers; and Unit B: Academic Support Professionals. Such application is indicated in the title to each section.

17.1. PURPOSE OF EVALUATION (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

The Board and the University are responsible for evaluating the performance of all Employees. The purposes of evaluation are to:

- (1) judge the degree of effectiveness of an Employee's performance,
- (2) identify areas of strength and weakness,
- (3) improve Employee performance,
- (4) provide a basis for the University President and the Board to make decisions, as appropriate, concerning retention (Article 18), promotion (Article 19) tenure (Article 20), or professional advancement increase (Article 21).

An Employee who has submitted a resignation or has received a terminal contract shall not be eligible to apply for retention, tenure, or professional advancement increases.

17.2. EVALUATION SCHEDULE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

In each Academic Year, the Provost/Vice President for Academic Affairs shall prepare the schedule for evaluation for retention, tenure, promotion, and professional advancement increase in consultation with UPI. A copy of the schedule shall be provided by email to each Employee by September 1st. Copies of evaluation materials including the schedule will be posted in the Provost's page on the portal. Any request for an extension of the timelines in the above schedule must be approved in writing by the Provost/Vice President of Academic Affairs/designee.

17.3. EVALUATION PERIOD FOR RETENTION, TENURE, AND PROMOTION OF PROBATIONARY EMPLOYEES (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Schedule of Evaluation:

The evaluation schedule is set forth in the table below. Evaluation Year Two through Evaluation Year Five includes the Employee's performance in the previous academic year.

Evaluation Year	Evaluation Period to be Considered for the Evaluation Year
Evaluation Year 1 (Fall, Year 1)	For a Faculty member beginning her/his employment in the fall semester, the evaluation period will be that fall semester only.
For a faculty member who begins employment in the spring semester, evaluation begins Year Two. The evaluation schedule may be subject to adjustment on a case by case basis with approval of the Provost and in consultation with the UPI Chapter President.	
Evaluation Year 2 (Academic Year 1)	The Year 2 evaluation period will overlap the Year 1 fall semester and extend through the Year 1 spring semester for a full academic year 1. If the Employee began in the spring semester, the evaluation period will include the first spring semester.
Evaluation Year 3 (Academic Year 2)	The Year 3 evaluation period will include academic Year 2.
Evaluation Year 4 (Academic Year 3)	The Year 4 evaluation period will include academic Year 3.
Evaluation Year 5 (Academic Year 4)	The Year 5 evaluation period will include academic Year 4.
Evaluation Year 6 Tenure/Promotion to Associate Professor (Fall, Year 1 through Fall, Year 6)	The tenure/promotion to Associate Professor evaluation period will be from the first semester of employment through the fall semester of Year 6.
Associate Professor without Tenure Two Year Evaluation Period (Academic Year 1) (Academic Years 1 and 2)	For a faculty member hired as an Associate Professor without Tenure, the evaluation period will be as follows Following the Year 1 Evaluation period defined above, the first full evaluation period will be for the first academic year of employment. The Tenure Year 2 evaluation period will be the first and second academic year of employment. The Employee will submit his/her tenure application in the third year of employment according to the regular schedule for tenure evaluation distributed by the Office of the Provost.

b. Evaluation Period for Faculty with Years of Service/Probationary Credit

Unit A Tenure Track faculty who are placed in a probationary year as provided by Section 20.6.b(2) will be evaluated according to the evaluation schedule for Year 2 after the first year of employment.

17.4. EVALUATION PERIOD FOR PROMOTION OF TENURED FACULTY

For promotion to Full Professor, the evaluation period will be the full period of academic years from the award of tenure through the semester before submission of the application.

17.5. EVALUATION CRITERIA AND THEIR APPLICATION (UNIT A: TENURED/TENURE TRACK FACULTY)

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

a. Areas of Evaluation

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

b. Performance Standards

- (1) The performance standards listed below shall be used to reach judgments about the degree of effectiveness of an Employee's performance for tenure and promotion. To accommodate differences among Divisions/Departments, the performance standards identified below are defined in criteria developed by each Division/Department according to the procedure described in Section 17.6.

Evaluation Standards for Assistant Professors, Associate Professors and Professors			
Probationary Year	Teaching/Primary Duties Standards	Research Standards	Service Standards
1 Assistant	Satisfactory	Appropriate	Appropriate
2 Assistant	Effective	Effective	Effective
3 Assistant	Highly Effective	Effective	Effective
4 Assistant	Highly Effective	Effective	Effective
5 Assistant	Highly Effective	Significant	Effective
6/Tenure/Associate	Superior	Highly Significant	Effective
Promotion to Professor	Superior	Superior	Effective

- (2) Exception: An eligible Employee who applies for consideration for tenure or promotion on the basis of exceptional performance must meet the relevant performance standards described above. In addition, the Employee must show evidence of performance beyond that otherwise required as described in Article 20.7.a.

c. Application of the Standards in Retention, Tenure, and Promotion Evaluations

In retention evaluations, the performance standards shall be used to judge an Employee's performance during the entire evaluation period. In tenure and promotion evaluations, the performance standards shall be used to judge whether an Employee's performance has reached the required degree of effectiveness by the end of the evaluation period.

d. Areas of Consideration in Evaluating Performance

- (1) Evaluation of an Employee's teaching/performance of primary duties shall include consideration of the Employee's effectiveness in her/his: execution of assigned responsibilities; oral English proficiency as mandated by Illinois statute; command of the subject matter or discipline; ability to organize, analyze and present knowledge or material; ability to encourage and interest students in the learning process; student achievement; mentoring; student advisement; counseling and support of student learning.
- (2) Evaluation of the effectiveness of an Employee's research/creative activity shall include consideration of: the quality and quantity of research/creative activity; integration of research/creative activity into teaching/primary duties; contributions to the Employee's discipline or field; extent and nature of national, state, or local recognition of research/creative activity; extent and nature of participation in professional organizations.
- (3) Evaluation of an Employee's service within the Employee's Unit, College, profession, the University, and the community shall take into consideration: degree of participation; the extent and nature of leadership; quality and length of service; extent and nature of national, state, or local recognition of service; the relationship of the service to the Employee's assigned responsibilities; and the relationship of the service to the University mission.

17.6. DIVISION/DEPARTMENT/UNIT CRITERIA (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Definition of Division/Department/Unit Criteria

Each Division/Department/Unit shall have a statement of criteria, describing what materials and methods shall be used in evaluating the performance of Employees eligible for retention, tenure, promotion, and/or professional advancement increase. These criteria shall contain:

- (1) specific categories of materials and activities appropriate for the Division/Department/Unit to use to evaluate performance in the three areas of evaluation;
- (2) the relative importance of these materials and activities;

- (3) general statement of the methods, including classroom visitation by peers and the Chair; to be used for evaluation of teaching/performance of primary duties;
- (4) a general statement of the methods to be used for evaluation of research/creative activity;
- (5) a general statement of the methods to be used for evaluation of service;
- (6) the relative emphasis to be given to research/creative activity and service.

The Division/Department criteria shall contain language that relates to the three contractual areas of evaluation: teaching/primary duties; research/creative activities; service. They shall not contain language relating to disciplinary measures properly handled in Article 14, Sanctions and Termination, or other matters that do not relate to the three evaluative categories.

b. Procedures for Developing Division/Department Criteria

The current statements of Division/Department criteria shall remain in effect for the duration of this Agreement, or until a revised statement of criteria is approved by the President. Statements of Division/Department criteria shall not be revised more frequently than every four years, unless necessary due to accreditation requirements.

- (1) If the Dean, a Division or Department Chair, or a majority of the Unit A Division/Department faculty determine that a revision of statements of a specific Division/Department criteria is necessary, the process shall be initiated by preparing and delivering to the other two entities, a written draft of revised Division/Department criteria, clearly indicating the proposed deletions, additions, or modifications of the current statement of criteria.
- (2) Each Department/Division proposing or presented with a draft of revised Division/Department criteria, in consultation with the Division or Department Chair and Dean, shall develop and submit a timeline for revision of the Department/Division criteria, regardless of which entity is initiating the revision process.
- (3) Nothing in section 17.6 b. shall prevent the President from requiring common elements in all statements of Division/Department criteria. These common elements may be specified by the President outside the revision process of a given Division/Department in order to maintain reasonable consistency between criteria throughout the University.
- (4) The order for review and consideration of the draft of revised Department/Division criteria shall occur according to the established timeline and be as follows:
 - (a) The Division/Department. In each Division/Department all Unit A faculty shall be provided an opportunity to participate in the revision and review

process, according to departmental policies and procedures. Upon completion of revision or review in the Division or Department, and in accordance with the established timeline, the statement of criteria will be signed by the Division/Department Personnel Committee (DPC) Chair, certifying the opportunity for Unit A faculty participation. The DPC Chair will forward the draft of the revised statement of criteria to the Division or Department Chair for review. If the revision process was initiated by the Chair or Dean, the DPC Chair will also forward any collective or individual responses from faculty to the draft revised statement of criteria.

- (b) Division/Department Chair. After review, the Chair will forward any proposed modifications of and comments on the draft of revised statement of criteria developed or reviewed by the faculty to the Dean.
 - (c) Dean. After review, the Dean will forward any proposed modifications of and comments on the draft revised statement of criteria to the DPC for distribution to and review by the Division/Department Unit A faculty. After faculty review of the draft revised statement of criteria from the Dean and according to the established timeline, the DPC Chair shall forward any additional faculty comments or concerns to the Dean for consideration. After consideration and according to the established timeline, the Dean shall submit the draft revised statement of criteria to the Unit A faculty in the Department/Division for a secret ballot vote on whether the statement of the criteria should be sent to the President. Approval of the majority of those Unit A faculty voting in the Department/Division is required to advance the revisions of the criteria to the President.
- (5) The President or Designee shall review the revised statement of criteria as submitted by the Dean and shall notify the Dean in writing of her/his approval or disapproval. If the President or Designee does not approve the proposed revised statement of criteria either in whole or in part, the President or Designee shall provide a written statement to the Dean, with copy to the UPI Chapter President, of the basis for disapproval together with a revised statement of criteria. The Dean shall forward the response and the revised statement of criteria to the Division/Department Unit A faculty. Within 15 days of receipt of the revised criteria by the faculty and in consultation with the faculty, the UPI Chapter President may request to meet with the President and/or Designee to discuss remaining differences. The UPI Chapter President and, if so desired, an individual chosen by the UPI Chapter President, will meet with the President and/or Designee. If no resolution is reached between the UPI Chapter President and the President, the criteria as revised by the President will be submitted to the Unit A faculty in the Department/Division for a secret ballot vote, to be held within fifteen (15) days of receipt, on whether the criteria as revised by the President should be enacted. If a majority of the Unit A faculty voting in the Department/Division vote to approve the criteria as revised by the President, the criteria shall become effective the following Academic Year. Otherwise, the

criteria in effect at the commencement of the revision process will remain in effect.

c. Implementation Date for Division/Department Criteria

Revised criteria will become effective in the Academic Year following approval of the criteria pursuant to the process described in Section 17.6.b. above. All Divisions/Departments shall receive a copy of the approved Division/Department criteria within 15 days of final approval, with copies to individual faculty no later than August 31 of the contractual year in which they take effect.

d. Application of New Division/Department Criteria

During the first two years that revised Division/Department criteria are in effect, faculty in Years 3, 4, and 5 applying for retention and all faculty applying for tenure, promotion, or PAI may choose whether to meet the old or the new Division/Department criteria.

17.7. EVALUATION COMMITTEES (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Division/Department Personnel Committee (DPC)

- (1) Each Division/Department and the University Library shall have a personnel committee, the sole purpose of which shall be to provide recommendations to the Division/Department Chair concerning retention, tenure, promotion, or professional advancement increases (PAI) of Division/Department Employees.
- (2) The DPC shall be composed of tenured faculty members and each DPC shall be elected by its own Division/Department or University Library Unit A tenured/tenure track faculty. Election of the DPC shall be conducted by the Division/Department or Library faculty on an annual basis no later than September 1st of each Academic Year at the initiation of the Dean.
 - (a) The election shall be per confidential ballot.
 - (b) Unit A Faculty shall be elected to two-year terms on the DPC. These terms shall be staggered among the members. Upon completion of a two-year term, the Employee is not eligible to be elected to an additional term on the DPC for a minimum of one year unless there are fewer than six tenured faculty members in the Unit (e.g., University Library).
 - (c) The composition/size of the DPC shall be one elected member from each program, but no fewer than three or more than seven members per Division/Department. If there are fewer than three programs in the Division/Department, at-large members shall be elected to the DPC. If there are fewer than three eligible members from the Division/Department, individuals from another Division/Department may be elected to serve. If only three are elected to the DPC, an alternate should also be selected.

- (d) Faculty may not serve on both a DPC and the University Personnel Committee simultaneously.
 - (e) Faculty may not serve on the DPC during a year in which they are requesting a PAI or a promotion. An alternate from the same constituency as the committee member requesting the PAI or promotion will be selected by the Dean in consultation with the DPC.
 - (f) Service on the committee as an alternate shall not affect an Employee's eligibility to be subsequently elected for a two-year term.
- (3) If a Division/Department fails to elect a personnel committee, or if a DPC fails to make a recommendation, the failure shall not prevent decisions concerning retention, tenure, promotion, or PAI of Division/Department Employees.

b. University Personnel Committee (UPC)

- (1) The sole purpose of the University Personnel Committee shall be to provide recommendations to the Provost/Vice President for Academic Affairs concerning retention, tenure, promotion, or professional advancement increases of Division/Department/Unit Employees.
- (2) The UPC shall be composed of tenured faculty and elected by Unit A tenured/tenure-track faculty. The Provost, or designee, in consultation with the UPI Chapter President, shall initiate the election process no later than September 15 of each Academic Year. The election will be conducted by secret ballot by the Faculty Senate.
 - (a) Unit A Faculty shall be elected to three-year terms on the UPC. These terms shall be staggered among the members. Upon completion of a three-year term, the Employee is not eligible to be elected to an additional term on the UPC for a minimum of two years.
 - (b) The size of the UPC shall be no more than eleven faculty members.
 - (c) The composition of the UPC shall be two elected representative per College and one from the University Library. Each College representative will be elected by Unit A tenured/tenure-track faculty within the respective Colleges/University Library. The remaining two members shall be elected at large Unit A tenure/tenure-track faculty from throughout the University.
 - (d) Faculty may not serve on both a DPC and the UPC simultaneously.
 - (e) Faculty may not serve on the UPC during a year in which they are requesting a PAI or a promotion. The Provost or designee, in consultation with the UPI Chapter President, will select an alternate from the same

College as the committee member requesting a PAI or Promotion to serve as a representative for that year.

- (f) Service on the committee as an alternate shall not affect an Employee's eligibility to be subsequently elected for a three-year term.
- (3) If a UPC is not elected or if it fails to make a recommendation, the failure shall not prevent decisions concerning retention, salary increases, PAI, tenure, or promotion of University Employees.
- (4) The only role of a DPC and the UPC in evaluation of Employee performance is to provide a recommendation concerning retention, tenure, promotion, or professional advancement increase of a University Employee.

c. Evaluation Procedures for Faculty Hired at GSU as Associate Professor Without Tenure:

- (1) The Associate Professor will be evaluated for tenure through the regular evaluation process outlined in Article 17 with regard to evaluation schedule, evaluation period, standards, Division criteria, evaluation materials, evaluation committees, administrators' evaluations, and evaluation procedures.
- (2) Application for tenure will be made by submittal of a portfolio including work at GSU documenting the Associate Professor's work in the areas Teaching/Primary Duties, Research/Creative Activities, and Service.
- (3) All Associate Professors will be evaluated for tenure following completion of two full contractual years at GSU, per the schedule in Article 17.3.
- (4) The first evaluation year the Employee will be evaluated by the standards and Division/Department criteria for evaluation Year 5.
- (5) The second evaluation year the Employee will be evaluated by the standards and Division/Department criteria for Year 6 – Tenure/Promotion to Associate Professor.
- (6) In the area of Research/Creative Activities only, an Associate Professor hired without tenure may use scholarship from a previous institution to meet the standards of Evaluation Years 5 and/or 6, if the scholarship is within the immediate five years prior to the Employee's initial appointment at GSU.

17.8. EVALUATION PROCEDURES (UNIT A: TENURED/TENURE TRACK FACULTY)

- (1) Procedures for All Evaluators
 - (a) All evaluations of Employees for retention, promotion, or tenure, shall be in the areas of evaluation specified in 17.5.a, and based on the

considerations in 17.5.d as specified in the approved statement of Division/Department/Unit criteria described in 17.6.a, on the applicable performance standard in 17.5.b, and on the materials referred to in 17.9 below.

(2) Student Evaluations

- (a) At least once each Academic Term, each Employee who teaches a course or engages in other instructional activity shall have her/his teaching effectiveness evaluated by students in accordance with methods specified in the approved statement of Division/Department/Unit criteria.
- (b) Evaluations of teaching effectiveness will take multiple factors into account, as specified in the Division/Department Criteria (e.g., course materials prepared by the instructor, observations of the instructor). Student evaluations of Instruction (SEI) will not be the dominant factor in evaluation.
- (c) Staff who are authorized by agreement of the Provost/Vice President of Academic Affairs and the UPI Chapter President will collect, sort, and tabulate Student Evaluation results in a secure process. Evaluation forms with no responses will not be tabulated or included in a summary of the evaluation. No student evaluations will be released prior to the tabulation of results.
- (d) A digital copy of all evaluations and tabulated summaries will be forwarded to the instructor being evaluated. The university retains ownership of original student evaluation materials.
- (e) A faculty member will include the digital summary and digital copies of student evaluations in the materials submitted for evaluation. A faculty member may attach an explanation to student evaluations and it shall be taken into account in the evaluation process.
- (f) In the event the Employer makes changes to the SEI process, the Employer will negotiate such changes with the UPI to the extent required by the Illinois Educational Labor Relations Act.

17.9. EVALUATION PORTFOLIO (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Portfolio Contents and Organization

By a date to be specified in the University evaluation timetable, each Employee who is to be evaluated for retention, tenure, promotion, or professional advancement increase (Article 21.2) shall submit an evaluation portfolio containing evaluation materials in accordance with her/his Division/Department/Unit criteria. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance

standards. The Employee is responsible for developing a detailed table of contents for and effectively organizing the portfolio following the guidelines developed by the Provost/Vice President for Academic Affairs. Additionally, a separate section shall be designated for the inclusion of materials which may be inserted by evaluators in accordance with Section 17.9.c.

b. Evaluation Materials

Materials used in the process of evaluation of an Employee shall be materials included in the evaluation portfolio as noted in Article 18.1, materials referred to in the Employee's supporting materials, written materials that have been sent to the Employee by his/her Chair, Dean, and/or Provost/Vice President for Academic Affairs or designee, and materials in the Employee's personnel file, except for confidential materials submitted in connection with the Employee's initial appointment. Documentation of program needs may be used where program needs are the basis of a non-retention recommendation or decision.

c. Addition of Materials to the Evaluation Portfolio

After the beginning of the evaluation process, neither the Employee nor any of the evaluators may add materials to the Employee's evaluation portfolio except under the following conditions.

- (1) An Employee may add materials which were not available prior to the beginning of the evaluation process as soon as they become available and within no less than 10 work days prior to the president's decision date as specified in the University evaluation timetable.
- (2) An Employee may add materials specifically requested by any of the evaluators (the Division/Department Personnel Committee, the Division/Department/Unit Chair, the Dean, the University Personnel Committee, the Provost, or the President).
- (3) An Employee may add materials in response to an evaluator's placement of materials in the evaluation portfolio or the personnel file during the evaluation process.
- (4) An evaluator may add materials which were not available prior to the beginning of the evaluation process as soon as they become available and within no less than 10 work days prior to the president's decision date as specified in the University evaluation timetable.
- (5) An evaluator may add copies of materials which were in the Employee's personnel file prior to the beginning of the evaluation process but which the Employee has not included in her/his evaluation portfolio provided that (a) copy(ies) of any statement(s) the Employee has attached to such materials also be added to the evaluation portfolio.

The Provost or President may require previous evaluators to review and respond to materials added subsequent to that level of evaluation (e.g. DPC, Chair, etc.) if they believe these additions have the potential to alter an evaluation decision by the previous evaluator(s). In such case, the University evaluation timetable deadlines may be modified in consultation with the UPI Chapter President. Notice of the additional review(s), evaluator decisions, and altered timeline will be provided to the Employee. At any level where the recommendation of the evaluator(s) results in the reversal of a positive recommendation, the Employee has the opportunity to request reconsideration per the procedures described in the relevant Article.

d. Notice and Procedures Pursuant to Addition of Materials by an Evaluator

If an evaluator adds materials to an Employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such materials shall be provided to the Employee. Notice will be given by a cover letter with a copy of the material that has been added and should be placed in the Employee's mailbox and an e-mail will be sent to the Employee's GSU email address to alert the faculty member that the material is there. The Employee shall, upon request, be provided an opportunity to review and respond to the materials before the completion of that step of the evaluation process. Such an opportunity shall not delay that step of the process more than three days beyond the date specified in the University timetable, unless an extension is agreed to by the Provost/Vice President for Academic Affairs and the UPI Chapter President. An evaluator may request that an Employee provide additional documentation of statements or materials in her/his evaluation portfolio. No evaluator may remove materials from the evaluation portfolio.

e. Addition of Documentation of the Evaluation Process

A copy of the recommendation made at each step of the evaluation process shall be added to the portfolio. If an Employee has requested reconsideration of a negative recommendation by a DPC, Division/Department Chair or Dean, if applicable per Article 18.4, or the UPC, a copy of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of all written evaluations placed in an Employee's evaluation portfolio shall be provided to the Employee in a reasonable time.

17.10. MULTI-DIVISION/DEPARTMENT/UNIT ASSIGNMENTS (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Definition of Evaluating Division/Department/Unit(s)

- (1) An Employee who at the time of initial appointment is hired in two or more Divisions/Departments shall be assigned a primary Division/Department in which he/she shall be evaluated for retention, tenure, promotion, or professional advancement increase. The Division/Department/Criteria of the primary Division/Department shall be specified at the time of initial appointment. The role of the secondary Division/Department in the evaluation process shall be to have input into the evaluation process; however, the final recommendations are those

of the primary Division/Department specified and determined at the time of initial appointment or assignment.

- (2) An Employee who after the time of initial appointment is hired in two or more Divisions/Departments shall be assigned a primary Division/Department at the time of the joint appointment in consultation with the Employee. The Division/Department Criteria of the primary Division/Department shall be specified at the time of the joint appointment. The role of the secondary Division/Department in the evaluation process shall be to have input into the evaluation process; however, the final recommendations are those of the primary Division/Department specified and determined at the time of the joint appointment or assignment.

b. Evaluation Materials

An Employee whose total assigned obligation during an Academic Year or period of appointment, including any overload assignment, includes assigned duties outside the evaluating Division/Department shall submit evaluation materials relevant to those duties in the portfolio. Evaluation materials may include documentation of primary duties, research/creative activity, and/or service from the other Division/Department (s).

c. Consideration of Assignment in Evaluation

When an Employee who has assigned duties outside the evaluating Division/Department/has submitted evaluation materials relevant to those duties, the evaluators' consideration of the materials shall be commensurate with the Employee's assignment outside the evaluating Division/Department during the total evaluation period.

d. Division/Department Criteria

Evaluators shall use the approved statement of Division/Department criteria of the evaluating Division/Department in evaluating materials relating to assignments outside of the Division/Department/. If the statement of Division/Department/criteria of the evaluating Division/Department/Unit does not contain such materials, they shall be evaluated by use of the approved statement of Division/Department criteria of the Division/Department in which the duties were performed or, if no such statement exists, by reference to the Employee's credit hour assignments or work plan equivalent, and reassignments, if applicable.

17.11. EVALUATION PROCEDURES (UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Evaluation Schedule

An Employee shall be evaluated according to the schedule distributed by the Office of the Provost, but no Employee's evaluation shall be completed until she/he has served one full

Academic Term at the University. The annual evaluation will be based on performance in the previous academic year.

b. Materials

Evaluation of University and Senior Lecturers and Temporary Resource Faculty shall consist of a review by the Division/Department Chair and the Dean of materials submitted according to the specifications of the College and that includes the following content:

- (1) Statement of Accomplishments;
- (2) SEI Summary Sheets
- (3) In-class review of teaching by peer and/or Chair.
- (4) any materials the Employee submits as evidence of the effectiveness of her/his teaching/primary duties and, if applicable, other assigned responsibilities;
- (5) additional documentation of the materials specified in (1) through (4) above, as requested by the Division/Department/Unit Chair. The Division/Department Chair and/or Dean may consider materials in the Employee's personnel file except for confidential materials submitted in connection with the Employee's initial appointment. If such materials are consulted or utilized, copies of the materials will be provided to the employee prior to forwarding of the materials to the next level.

c. Written Evaluation by Division/Department Chair and Dean

(1) Procedure

Following review of the documents, the Division/Department/Unit Chair and the Dean/Unit Head shall each write an evaluation of the Employee's teaching/primary duties, and other assigned duties if applicable. The evaluations shall state whether the Employee's degree of effectiveness has been:

- **Highly Effective:** Performance meets the highly effective level as established in the teaching/primary duties section of the relevant Division/Department criteria.
- **Satisfactory:** Performance meets the effective level as established in the teaching/primary duties section of the relevant Division/Department criteria.
- **Unsatisfactory:** Performance falls below expectations for effective as established in the teaching/primary duties section of the relevant Division/Department criteria.

(2) Unsatisfactory Evaluations

- (a) If an Employee's performance is judged unsatisfactory, the Division/Department Chair and/or Dean, as appropriate shall provide written reasons.

(b) Temporary Appeal Committee

The Employee may forward the negative decision of the Chair and/or Dean for review by a temporary appeal committee. The temporary appeal committee must be formed within 10 work days of the Employee's request for a review by the appeal committee. The temporary appeal committee shall be composed of three bargaining unit members, at least one from Unit A and at least one from Unit B; one member selected by the Employee, one member selected by the Chair, and the third by the two members selected.

- (c) The Temporary Appeal Committee will meet within 15 work days of appointment of the full panel.

- (d) Following the Committee's review of the materials submitted to them by the Chair and/or Dean and/or Employee the committee will make a recommendation with supporting reasons to the Provost.

- (e) The recommendation of the Temporary Appeal Committee will be forwarded to the Provost in writing within 10 work days of the last meeting for the Provost's final review and evaluation.

(3) Final Review and Evaluation Process

The recommendations of the Division/Department/Unit Chair and/or Dean and the temporary appeals committee, if applicable, and the materials submitted by the Employee shall be forwarded to the Provost/Vice President for Academic Affairs for final review and evaluation.

(4) Provost's Decision

The Provost will make a written decision within 15 work days of receipt of the panel's recommendation.

(5) Opportunity for Response

A copy of the evaluations shall be sent to the Employee. The Employee may attach a written response to the evaluation statements for inclusion in the Employee's personnel file.

d. Future Employment

- (1) A satisfactory evaluation of a University and Senior Lecturer and Temporary Resource Faculty shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 10.
- (2) A University and Senior Lecturer or Temporary Resource Faculty on a one year appointment, who receives an unsatisfactory evaluation or an unsatisfactory evaluation and unsatisfactory outcome of the appeal procedure shall not be placed on the Re-employment roster (see article 10.3.f.).
- (3) A University Lecturer or Temporary Resource Faculty on a two or three year appointment, who receives an unsatisfactory evaluation or an unsatisfactory evaluation and an unsatisfactory outcome of the appeal procedure shall be given one full semester of employment following the unsatisfactory evaluation and an additional evaluation at the end of that semester in accordance with Section 17.11. and Article 10.3.f).
 - (a) If the second evaluation rates the Employee as satisfactory he/she will be placed on the Re-employment Roster.
 - (b) If the second evaluation rates the Employee unsatisfactory, he/she will not be placed on the Re-employment roster.

17.12. EVALUATION METHODS (UNIT B: ACADEMIC SUPPORT PROFESSIONALS and SENIOR ACADEMIC SUPPORT PROFESSIONALS)

a. Criteria and Documentation for Evaluation

Each Academic Support Professional shall receive an annual written evaluation from her/his supervisor in accordance with the approved job description and the annual work plan which includes a description of materials and methods to be used in evaluating the Employee's performance as described in Article 16.9.c.

Materials used in evaluation shall be materials submitted by the Employee, materials referred to in the Employee's supporting materials, materials requested in accordance with Article 17, and materials in the Employee's personnel file, except for confidential materials submitted in connection with the Employee's initial appointment.

b. Schedule for Evaluation

- (1) Annually, each Academic Support Professional shall be evaluated in writing by her/his supervisor and the Dean/Unit Head shall each write an evaluation of the Employee's work performance in accordance with the approved job description, description of materials and methods to be used in evaluating the Employee's performance, and annual work plan. The evaluations shall state whether the Employee's degree of effectiveness in performance of their primary duties has been:

- **Highly Effective:** Performance is above standard and established expectations.
- **Satisfactory:** Performance meets the standard and established expectations.
- **Unsatisfactory:** Performance falls below standard and established expectations

(2) An additional evaluation in the first year of employment may occur in the sixth month of employment. See Articles 18.9 and 18.10.

c. Copies of Evaluations and Retention Recommendations

Copies of the evaluation shall be provided to the Employee and placed in the Employee's personnel file. Evaluations conducted in the Employee's first, second, third, fourth, fifth, and each subsequent second year of employment at the University shall also contain a recommendation for retention or non- retention, in accordance with the provisions of Article 18.10.

d. Modifications in Evaluation Methods Specified in the Work Plan

Any suggested modifications in the materials and methods of evaluation resulting from the annual review by the Employee and her/his supervisor shall be submitted to the University President for approval and a copy shall be provided to the Employee and to the UPI Chapter President. The University President's written response shall be sent to the Employee and her/his supervisor within 15 work days of receipt of the request, and a copy shall be provided to the UPI Chapter President.

This applies only to Unit B: Academic Support Professionals (ASPs).

17.13. CLASSIFICATION INCREMENT

Academic Support Professionals receiving a classification change to Senior ASP will receive a classification increment of \$4000 to annual base salary, which shall be effective the July 1 following the award of their classification change.

17.14. CRITERIA FOR CLASSIFICATION CHANGE TO SENIOR ASP

Criteria for Eligibility for Classification change. An Employee shall be eligible for consideration for classification change if she/he meets the following requirements:

- have served a minimum of four years as an ASP at GSU,
- have a Master's Degree from an accredited institution,
- have Highly Effective evaluations in the three of the four years (including the last year) prior to application for a classification change and minimally have one Satisfactory evaluation in one of the four years prior to applying for a classification change to Senior ASP.

17.15. APPLICATION FOR CLASSIFICATION CHANGE TO SENIOR ASP

- a.** Eligible Academic Support Professionals will apply for a classification change by submitting a Document Book (17.12) in accordance with the University schedule (Article 17.2).
- b.** The Document Book must contain:
 - (1) Copies of evaluations for the immediate past four years,
 - (2) Copies of Work Plan Agreements for the immediate past four years,
 - (3) Statement of Accomplishments for the past year based on the Work Plan Agreement.

17.16. EVALUATION METHODS, CRITERIA, AND PROCEDURES FOR CLASSIFICATION CHANGE (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

- a. Recommendation by the Division/Department Chair/Director and Copy Requirements**

The Division/Department Chair/Director shall prepare a written classification change recommendation for each eligible Employee. The written recommendation shall be supported with written reasons based on the evaluation standards, materials in the Employee's Document Book, and material in the Employee's personnel file. The Division/Department Chair/Director shall provide a copy of her/his classification change recommendation to the Employee with supporting reasons in the event of a negative recommendation.

- b. Criteria and Documentation for Evaluation**

Each Academic Support Professional shall receive an annual written evaluation from her/his supervisor in accordance with the approved job description and the annual work plan which includes a description of materials and methods to be used in evaluating the Employee's performance as described in Section 16.9.c.

Materials used in evaluation shall be materials submitted by the Employee, materials referred to in the Employee's supporting materials, materials requested in accordance with Article 17, and materials in the Employee's personnel file, except for confidential materials submitted in connection with the Employee's initial appointment.

- c. Schedule for Evaluation**

- (1) Annually, each Academic Support Professional shall be evaluated in writing by her/his supervisor and the Dean/Unit Head. ASPs who have applied for Senior status will be evaluated via this regular evaluation process. The Supervisor and the Dean shall each write an evaluation of the Employee's work performance in

accordance with the approved job description, description of materials and methods to be used in evaluating the Employee's performance, and annual work plan. Based on the evaluations the supervisor will make a recommendation regarding the ASPs Senior status application. The evaluations shall state whether the Employee's degree of effectiveness in performance of their primary duties has been:

- Highly Effective: Performance is above standard and established expectations.
- Satisfactory: Performance meets standard and established expectations.
- Unsatisfactory: Performance falls below standard and established expectations.

- (2) An additional evaluation in the first year of employment may occur in the sixth month of employment. See Articles 18.9 and 18.10.

d. Copies of Evaluations and Retention Recommendations

Copies of the evaluation shall be provided to the Employee and placed in the Employee's personnel file. Evaluations conducted in the Employee's first, second, third, fourth, fifth, and each subsequent second year of employment at the University shall also contain a recommendation for retention or non- retention, in accordance with the provisions of Article 18.

e. Maintenance of Senior University Academic Support Professional Status

- (1) To maintain the Senior Academic Support Professional Status, the Senior Academic Support Professional must receive a Satisfactory or a Highly Effective performance evaluation each year.
- (2) Should an ASP lose his/her Senior Academic Support Professional status, the following applies:
 - (a) The ASP will not lose his/her Senior ASP salary increment;
 - (b) The ASP may earn the Senior Status back if, over a three year period, he/she receives two Highly Effective and one Satisfactory evaluation.
 - (c) The Senior ASP salary increment can only be earned one time.

ARTICLE 18

RETENTION

Sections in this Article apply differently to Unit A: Tenured/Tenure Track Faculty; Unit B: Academic Support Professionals. Such application is indicated in the title to each section.

18.1. INTRODUCTION (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Annual Evaluation

There shall be an annual evaluation of each probationary Employee for the purpose of making a decision concerning retention of the Employee. The evaluation period of retention shall be as specified in Article 17.3.

b. University Timetable

The University timetable, distributed to all faculty pursuant to Article 17.2, shall include appropriate deadline dates by which retention portfolios shall be submitted by the Employee to the applicable Division/Department Personnel Committee. Upon the written request of the Employee or the Division/Department Chair, the Provost/Vice President for Academic Affairs may extend the deadline for submission of the portfolio.

c. Portfolio Requirement

The evaluation process for retention shall be initiated by the Employee in accordance with the Agreement. All probationary Employees are required to submit evaluation portfolios for retention or for tenure that will provide evidence of teaching/primary duties, research/creative activities, and service. This will include current curriculum vitae, statement of accomplishments, Peer/Chair evaluation of teaching and SEI. SEIs will not be used as the sole basis for determining teaching effectiveness. Employees in Year 1 who are requesting credit for prior service must submit supporting materials in accordance with 20.6.b.

d. Required Service before Evaluation

No Employee shall be evaluated for retention until she/he has completed one full Academic Term of service at the University.

e. Evaluation in Probationary Years One, Two and Three

The evaluation process shall be conducted within the respective College during the first three years of service. The evaluators shall be the Division/Department Personnel Committee, the Division/Department Chair, and the Dean, respectively. After completion of the evaluations, if there was a negative recommendation by any of the three evaluating levels, the portfolio shall automatically be forwarded by the Dean for review by the University Personnel Committee, Provost/Vice President for Academic Affairs, and University President as specified in 18.6 below. An evenly split vote by the

Division/Department Personnel Committee is not considered a negative or positive recommendation, but will result in the faculty member's retention portfolio being forwarded to the University Personnel Committee, Provost, and University President for review and recommendation.

f. Evaluation in Probationary Years Four and Five

The evaluation process for Employees who are in probationary years four and five includes evaluation both inside and outside the College in which the individual's appointment resides. The evaluators are the Division/Department Personnel Committee, the Division/Department Chair, the Dean, the University Personnel Committee, the Provost/Vice President for Academic Affairs, and the University President, as specified below.

An evenly split vote is neither a negative nor positive recommendation.

- g.** At each step of the retention evaluation process prior to Provost/Presidential evaluation, the Employee shall be promptly provided a copy of the written recommendation and reasons of the evaluator or relevant committee, sent simultaneously via campus mail and campus email. The Employee may submit a written request for reconsideration under any of the following conditions:

- (1) A negative recommendation by the Division/Department Personnel Committee.
- (2) A negative recommendation by the Division/Department Chair.
- (3) A negative recommendation by the Dean if the previous recommendations of both the Division/Department Personnel Committee and the Division/Department Chair were positive.
- (4) A negative recommendation by the University Personnel Committee if the Division/Department Personnel Committee has made a positive recommendation.

A first request for reconsideration shall be submitted to the evaluator or relevant committee within five work days of receipt of the recommendation. Subsequent requests for reconsideration, if any, shall be submitted in writing within three work days of receipt of the recommendation. Evaluators and evaluation committees in receipt of a request for reconsideration shall grant the request and shall provide the Employee with a written statement of the result of the reconsideration. Written responses to a first reconsideration request shall be provided to the Employee by the evaluator or evaluation committee within five work days of receipt of the written request. Written responses to subsequent requests for reconsideration, if any, shall be provided to the Employee by the evaluator or evaluation committee within three work days of receipt of the written request.

When a written request for reconsideration has been submitted according to the specified conditions and timelines of section 18.1.g, the review process at the next

level of evaluation shall be suspended until the results of the request for reconsideration have been provided to the Employee and added to the appropriate section of the Employee's portfolio.

18.2. RECOMMENDATION OF DIVISION/DEPARTMENT PERSONNEL COMMITTEE (UNIT A: TENURED/TENURE TRACK FACULTY)

The Division/Department Personnel Committee shall submit a written retention recommendation for each probationary Employee to the Employee and the Division/Department Chair via campus mail and campus email. The written recommendation shall be supported with written reasons based on performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6, or, as applicable, program needs. An evenly split vote is neither a negative nor positive recommendation.

18.3. RECOMMENDATION OF DIVISION/DEPARTMENT CHAIR (UNIT A: TENURED/TENURE TRACK FACULTY)

The Division/Department Chair shall prepare a written retention recommendation for each probationary Employee. The written recommendation shall be supported with written reasons based on performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs. Prior to submitting to the next level of evaluation, the Division/Department Chair shall provide each Employee considered for retention with a copy of her/his retention recommendation and reasons via campus mail and campus email.

18.4. REVIEW AND RECOMMENDATION BY THE DEAN (UNIT A: TENURED/TENURE TRACK FACULTY)

The evaluation portfolio, retention recommendations and reasons of Division/Department Chairs and Division/Department Personnel Committees shall be reviewed by the appropriate Dean. The Dean shall complete a written retention recommendation for each probationary Employee. Negative recommendations shall be supported with written reasons based on performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs. The Dean shall provide a copy of her/his retention recommendation, with supporting reasons in the event of negative recommendation, to the Employee being evaluated via campus mail and campus email.

18.5. REVIEW AND RECOMMENDATION BY THE UNIVERSITY PERSONNEL COMMITTEE (UNIT A: TENURED/TENURE TRACK FACULTY)

The Provost/Vice President for Academic Affairs shall present the evaluation portfolio and all retention recommendations and supporting reasons to the University Personnel Committee. The UPC shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each probationary Employee. Negative recommendations shall be supported with written reasons based on performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the Employee.

18.6. EVALUATION BY THE PROVOST/VICE PRESIDENT FOR ACADEMIC AFFAIRS AND UNIVERSITY PRESIDENT (UNIT A: TENURED/TENURE TRACK FACULTY)

The Provost/Vice President for Academic Affairs shall review with the University President the evaluation portfolios and all retention recommendations and supporting reasons submitted for probationary Employees according to Section 18.5. In the first three probationary years, if the retention recommendations of the Division/Department Personnel Committee, Chair, and Dean were all positive, the University President shall review the recommendations and retain the Employee. For Employees in years four or five or Employees in the first three years who received a negative retention recommendation by the DPC, Chair, or Dean, the Dean shall forward the portfolio to the Provost/Vice President for Academic Affairs for evaluation by the University Personnel Committee and the Provost/Vice President for Academic Affairs as specified in Articles 18.2 through 18.5. The process of requesting reconsideration of a negative decision by the University Personnel Committee is specified in Article 18.1.g.

The Provost/Vice President for Academic Affairs shall provide a written recommendation to the University President who shall provide a written decision. If the decision is negative, the Provost/Vice President for Academic Affairs will meet with the University President to determine the reasons for the decision, and the University President shall provide the Employee with a statement of the reasons for the decision based on performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs.

18.7. NON-RENEWAL NOTIFICATION (UNIT A: TENURED/TENURE TRACK FACULTY)

Written notice that a probationary appointment shall not be renewed shall be given to an Employee by the University President as follows:

- a.** by no later than April 1 of the first and second year of full-time employment in a position in the bargaining unit at the University;
- b.** by no later than December 15 of the third and fourth year of full-time employment in a position in the bargaining unit at the University; and
- c.** by no later than 12 months before expiration of the appointment after four or more years of full-time employment in a position in the bargaining unit at the University.

18.8. FAILURE TO PROVIDE NOTICE OF NON-RENEWAL OR TO SUBMIT A PORTFOLIO (UNIT A: TENURED/TENURE TRACK FACULTY)

a. Failure to Notify

In the event of failure to provide notice of non-renewal as required by Section 18.7 above, the Employee shall receive a probationary appointment for one additional contractual year.

b. Failure to Apply

In the event of failure of an Employee to submit an evaluation portfolio for retention, the Employee shall not have her/his employment continued beyond that contractual year.

18.9. EVALUATION OF ACADEMIC SUPPORT PROFESSIONALS (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Annual Evaluation

Annually in May, each Academic Support Professional shall be evaluated in writing by her/his supervisor. See Article 17.12.

b. Six-Month Evaluation

An evaluation in the first year of employment shall occur in the sixth month of employment. At any time during the first six months of employment, an Academic Support Professional may be released from service based upon performance, program need, or budget constraints. One month's notice shall be given to an affected Employee.

18.10. RETENTION PROCEDURES FOR ACADEMIC SUPPORT PROFESSIONALS (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Definition of Years of Employment

The calculation of years of employment of Academic Support Professionals shall be based on a year of July 1 through June 30, provided that:

- (1) an Academic Support Professional hired between July 1 and December 31 shall enter her/his second year of service on the first July 1 of her/his service at the University; and
- (2) an Academic Support Professional hired between January 1 and June 30 shall not enter her/his second year of service until the second July 1 of her/his service at the University; and that
- (3) up to three years of prior service in a position at the University shall count as years of service toward a two-year appointment in an Academic Support Professional position in the bargaining unit.

b. Recommendation for Retention

In the Employee's first, second, third, fourth, and fifth year scheduled evaluation of performance in an Academic Support Professional position in the bargaining unit, the evaluation shall include a recommendation for or against retention. An Employee in the sixth and each subsequent second year of service in an Academic Support Professional position in the bargaining unit who has been recommended for retention shall receive a two year appointment.

c. Basis for Evaluation

The official job description and annual work plan shall be utilized in the evaluation for retention.

d. Basis for Non-retention

An Academic Support Professional may be recommended for non-retention because of program need or unsatisfactory performance of assigned duties as indicated in the evaluation.

e. Review of Retention Recommendations and Notice of Retention

Each retention recommendation shall be reviewed by the appropriate Dean/Director who shall submit a written retention decision and by June 15 shall notify the Employee in writing of her/his decision regarding retention. If the decision is negative, the Dean/Director shall provide written reasons based on the reasons specified in 18.10.d, as applicable. Copies of the retention recommendation and the evaluation shall be provided to the Provost/Vice President for Academic Affairs, the Employee, and placed in the Employee's personnel file.

f. Remediation Period Prior to Notice

- (1) Should an Academic Support Professional receive a negative retention recommendation, he/she will be given a one semester remediation period for the term immediately following the negative retention recommendation.
- (2) At the end of the remediation period, the Academic Support Professional shall receive an additional evaluation as per the procedure in 17.12 and an additional retention recommendation and decision as per 18.10 b-e.

g. Notice of Non-Retention

Notice of non-retention shall be as follows:

- (1) In the first year of service in an Academic Support Professional position in the bargaining unit, no later than three months prior to the termination date specified in the notice.
- (2) In the second, third, fourth, and fifth years of service in an Academic Support Professional position in the bargaining unit, no later than six months prior to the termination date specified in the notice.
- (3) If an Academic Support Professional on a two-year appointment receives notice of non-retention, she/he shall receive at least nine months of employment after the notice of non-retention is received.

18.11. GRANT FUNDED POSITIONS (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Reduction in Funding

Academic Support Professionals who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of non- retention as specified in Article 18.10.g if the funding for their position is reduced or eliminated. If such funding is reduced or eliminated, the Employee shall be notified immediately.

b. Alternate Employment

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

c. Restoration of Position

If, within three years, the funding source reduction or elimination, which resulted in the elimination of an Academic Support Professional's position is restored, the affected Employee shall be offered reemployment in the restored position if the Employee's final evaluation was satisfactory.

ARTICLE 19

PROMOTION

This article applies only to Unit A: Tenured/Tenure Track Faculty.

19.1. PROMOTIONAL INCREMENT

- a.** Faculty receiving a promotion from Assistant to Associate Professor will receive a promotional increment of \$4500 to annual base salary, which shall be effective the August 16 following the award of their promotion.
- b.** Faculty receiving a promotion from Associate to Professor will receive a promotional increment of \$5500 to annual base salary, which shall be effective the August 16 following the award of their promotion.

19.2. FACULTY HIRED AS INSTRUCTOR

- a.** Faculty hired as Instructor will be on a limited term contract pending the award of his/her terminal degree.
- b.** The Employee has one year to complete the terminal degree, and
- c.** The year as an instructor counts as Evaluation Year 1 toward tenure and may count toward Evaluation Year 2 toward tenure.
- d.** A second year of employment without completion of the terminal degree requires approval of the Provost/Vice President for Academic Affairs.
- e.** No employment beyond a second Academic Year will be approved.

19.3. PROMOTION AND PROFESSIONAL ADVANCEMENT INCREASE

- a.** Promotion from Assistant Professor to Associate professor is linked to tenure.
- b.** Faculty classified as University Professors are eligible for a Professional Advancement Increase (PAI) as specified in Article 21.
- c.** Tenured faculty with the rank of Professor are eligible to apply for a Professional Advancement Increase (PAI).

19.4. APPLICATION FOR PROMOTION

- a.** Eligible faculty will apply for a promotion by submitting a portfolio (Article 17.9) in accordance with the University schedule (Article 17.2).

- b.** Criteria for Eligibility for Promotion: An Employee shall be eligible for consideration for promotion if she/he meets the following requirements:

(1) Assistant Professor Promotion Application

For all Unit A Tenure Track faculty hired at GSU as an Assistant Professor application for promotion to Associate Professor and tenure are linked and will occur at the same time per the evaluation of one portfolio(s).

(2) Professor Promotion Application

For promotion to Professor an Employee must possess tenure at GSU and hold the rank of Associate Professor. Application may be made in the fourth year after the award of tenure, and will be made by submission of a portfolio.

19.5. PROCEDURES FOR PROMOTION

a. Reconsideration Process

At each step of the promotion evaluation process prior to Provost/Presidential evaluation, the Employee shall be promptly provided a copy of the written recommendation and reasons of the evaluator or relevant committee. The Employee may submit a written request for reconsideration under any of the following conditions:

- (1) A negative recommendation by the Division/Department Personnel Committee.
- (2) A negative recommendation by the Division/Department/Unit Chair.
- (3) A negative recommendation by the Dean if the previous recommendations of both the Division/Department Personnel Committee and the Division/Department/Unit Chair were positive.
- (4) A negative recommendation by the University Personnel Committee if the Division/Department Personnel Committee has made a positive recommendation.

A first request for reconsideration shall be submitted to the evaluator or relevant committee within five work days of receipt of the recommendation. Subsequent requests for reconsideration, if any, shall be submitted in writing within three work days of receipt of the recommendation. Evaluators and evaluation committees in receipt of a request for reconsideration shall grant the request and shall provide the Employee with a written statement of the result of the reconsideration. Written responses to a first reconsideration request shall be provided to the Employee by the evaluator or evaluation committee within five work days of receipt of the written request. Written responses to subsequent requests for reconsideration, if any, shall be provided to the Employee by the evaluator or evaluation committee within three work days of receipt of the written request.

When a written request for reconsideration has been submitted according to the specified conditions and timelines of Section 19.5.a, the review process at the next level of

evaluation shall be suspended until the results of the request for reconsideration have been provided to the Employee and added to the appropriate section of the Employee's portfolio.

b. Recommendation by the Division/Department Personnel Committee

The DPC shall prepare a written promotion recommendation for each eligible Employee to the Employee and Division/Department/Unit Chair. The written recommendation shall be supported with written reasons based on the performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6.

c. Recommendation by the Division/Department Chair

The Division/Department Chair shall prepare a written promotion recommendation for each eligible Employee. The written recommendation shall be supported with written reasons based on the performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6. The Division/Department Chair shall provide each Employee considered for promotion with a copy of her/his promotion recommendation and reasons.

d. Recommendation by the Dean

The evaluation portfolios, promotion recommendations, and reasons of Division/Department Chairs and College Personnel Committees shall be reviewed by the appropriate Dean. The Dean shall submit a written promotion recommendation for each eligible Employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6. The Dean shall provide a copy of her/his promotion recommendation, with supporting reasons in the event of a negative recommendation, to the Employee being evaluated.

e. Recommendation by the University Personnel Committee

The Provost/Vice President for Academic Affairs shall present all evaluation portfolios, promotion recommendations, and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each eligible Employee. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Provost/Vice President for Academic Affairs may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the Employee being evaluated.

f. Recommendation by the Provost/Vice President for Academic Affairs and the University President

The Provost/Vice President for Academic Affairs shall review all evaluation portfolios, promotion recommendations, and supporting reasons for eligible Employees and make a written recommendation to the University President. For all negative promotion recommendations, Provost/Vice President for Academic Affairs shall meet with the University President regarding the evaluation portfolio(s), promotion recommendations, and supporting reasons for the Employee(s) with the negative recommendation(s). If the recommendation is negative, the University President shall provide the Employee with a statement of reasons based on the performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6.

g. Notification Deadline for Negative Decision

If an Employee is not notified of a negative decision on her/his promotion recommendation by July 1, the Employee shall be promoted.

19.6. PROMOTION ON THE BASIS OF EXCEPTION

a. Conditions for Applying for an Exception

An Employee who does not satisfy the requirements for promotion to Professor described in 19.4 may apply for promotion to Professor on the basis of exceptional teaching/performance of primary duties and research/creative activity or service.

b. Division/Department Application Procedure

An Employee who applies for consideration for promotion on the basis of exception shall present evidence in support of her/his claim of exceptional performance to the Division/Department Personnel Committee and the Division/Department Chair.

c. Positive Recommendations from the Division/Department Personnel Committee and Chair

When the Division/Department Personnel Committee and Division/Department Chair concur that the Employee should be recommended for promotion, written recommendations, supported with written reasons based on the performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department Chair and the Division/Department Personnel Committee as provided in 20.9.

d. Negative Recommendation from the Division/Department Personnel Committee or Chair

If the Division/Department Personnel Committee or the Division/Department Chair makes a negative recommendation for promotion, the Employee shall not be considered further for promotion until the next succeeding period of evaluation for promotion.

e. Notification in the Case of Any Negative Recommendation

In the event of a negative recommendation by either the Division/Department Personnel Committee or the Division/Department Chair on a request for promotion to Professor by exception, the Division/Department Chair shall provide the Employee with her/his recommendation and reasons and the recommendation and reasons of the Division/Department Personnel Committee. The reasons shall be based on approved performance standards, Division/Department criteria, and materials as specified in Sections 17.5 and 17.6.

ARTICLE 20

TENURE

This Article applies only to tenure track faculty.

20.1. AWARD OF TENURE BY THE BOARD

Tenure is a status awarded by the Board upon the positive recommendation of the University President following an extensive evaluation process.

20.2. DEFINITION OF TENURE

Tenure is a relationship of continuing commitment between the University and the Employee benefiting both. Each tenured Employee shall have continuous employment at the University unless such Employee resigns, retires, is laid off pursuant to Article 15, or is terminated for Adequate Cause pursuant to Article 14.

20.3. LIMITATIONS

Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the University President. Tenure shall be in a Division/Department.

20.4. AWARD OF TENURE FOR NEW EMPLOYEES AND NONMEMBERS OF THE BARGAINING UNIT

a. Award of Tenure for New Employees in the Unit

Tenure may be granted to a member of the bargaining unit described in Section 20.6 of this agreement at the time of initial appointment only after consultation with the Division/Department, and upon recommendation of the University President and approval by the Board.

b. Award of Tenure for Nonmembers of the Unit

Tenure may be granted to an individual not a member of the bargaining unit described in Section 20.6 either upon initial appointment or subsequently, only after consultation with the Division/Department, and upon recommendation of the University President and approval by the Board.

20.5. EVALUATION PERIOD

The evaluation period for tenure shall be the entire term of employment in probationary status at the University. See Section 17.3.

20.6. REQUIREMENTS FOR TENURE FOR ALL TENURE TRACK FACULTY

An Employee shall be eligible for consideration for tenure if she/he holds the appointment of Assistant Professor since being hired at GSU or if he/she was hired as an Associate Professor at GSU without tenure and meets the requirements below:

a. Educational Requirements

- (1) The highest appropriate educational level or degree available to and reasonably attainable by an Employee of a particular academic area or discipline must be earned before application for tenure, except as noted in Article 20.7.a.
- (2) The educational requirements or degrees available to and reasonably attainable in Governors State University's academic areas and disciplines are:

College of Arts and Sciences	
Art (Performance)	M.F.A.
Art (Theory)	Earned doctorate
Media	M.F.A. Earned doctorate
All other disciplines	Earned doctorate
College of Business	
Business Education	Ph.D. or Ed.D.
All other areas and disciplines	Ph.D., D.B.A., or D.P.A.
College of Education	Earned doctorate
College of Health Professions and Human Services	Ph.D. or Ed.D., M.D., or doctorate in discipline.
Counseling	Master's in an appropriate discipline as determined by the Provost/Vice President for Academic Affairs.
Center for Extended Learning and Communication Services	Master's in an appropriate discipline as determined by the Provost/Vice President for Academic Affairs.

All other areas	Master's in an appropriate discipline as determined by the Provost/Vice President for Academic Affairs.
University Library	M.L.S. and Master's in the subject discipline (or cognate master's) or sixth year certificate

- (3) The degree must be from an institution accredited by one of the regional accrediting agencies and in the field of the Employee's assignment or in an academic area appropriate to the program needs of the Division/Department. The Provost/Vice President for Academic Affairs shall determine whether the degree is in the field of the Employee's assignment or the appropriateness to program needs. Appropriate equivalent degrees or certificates may be approved by the Provost/Vice President for Academic Affairs.

b. Years of Service

- (1) Employees who receive credit for prior service may not apply for early tenure as specified in Section 20.7.
- (2) All Employees shall be placed in probationary Year One at the time of initial appointment. Probationary Year One may be extended for Employees who begin their employment after the beginning of the Academic Year.
- (3) An Employee may request years of service if, at the time of hire, the employee has demonstrated approved full time teaching or professional experience in at least a baccalaureate granting institution; in exceptional cases, full-time teaching or professional experience at accredited post-secondary institutions may be considered. The employee may submit evaluations of teaching or primary duties, research, and service from the previous institution or institutions limited up to the immediate five years prior to the start date at GSU to demonstrate the level of probationary credit requested. An employee may receive probationary credit of one year for each full year of prior experience as noted above to be applied toward tenure. No more than three years of probationary credit may be received.
- (4) To receive credit for prior experience, an Employee initiates the process by first discussing appropriate year of service with the faculty member's Division/Department Chair/Director, Dean, and Personnel Committees to evaluate the appropriateness of the years of probationary credit requested. Agreement by the Division/Department Chair/Director, Personnel Committees chairs or designees, and Dean must be documented in writing and communicated with the Employee prior to the decision date, which shall be set at November 1 in Year 1.

- (5) During Year 1 portfolio review, the Employee requesting credit for a certain number of years should provide, in addition to their portfolio materials evidencing meeting evaluation standards for Year 1, supplemental portfolio materials that are similar to those presented for GSU activities in support of the evaluation standard for the portfolio year to which they plan to accelerate. Portfolio reviewers will provide a recommendation on the new faculty member's ability to meet their chosen Years evaluation standard.
- (6) Upon receiving recommendation for the Division/Department Chair, Dean and Personnel Committee, the Provost or Designee will assign year of service consistent with the recommendations of the aforementioned at the same date of the Retention decision. In the event that there is disagreement in the previous levels of review, the Provost will make and justify the decision in writing.
- (7) Based upon these recommendations, the Employee may choose to continue or retract their request for Years of Service within 30 days.

c. Tenure Requirements for Faculty Hired at GSU as Associate Professor Without Tenure:

- (1) For all Unit A Tenure Track faculty hired at GSU with the rank of Associate Professor without Tenure, a decision regarding tenure will be made following the submittal of a portfolio(s) after completion of two contractual years of service at GSU.
- (2) Educational requirements are the same as 20.6.a.(1) above.
- (3) For the first contractual year of employment the Associate Professor will be evaluated for retention by Evaluation Year 5 standards and Division Criteria. For the second contractual year of employment the Associate Professor will be evaluated for tenure by Evaluation Year 6/Tenure Standards and Division Criteria.
- (4) The submittal and review of the retention and tenure portfolio(s) will follow the Year 5 and Year 6/tenure evaluation and review schedule, with submission of the Year 6/tenure evaluation portfolio in the third year of employment as per section 17.3.
- (5) The Associate Professor will be evaluated for tenure through the regular evaluation process outlined in Article 17.
- (6) Application for tenure will be made by submittal of a portfolio documenting the Associate Professor's work at GSU in the areas Teaching/Primary Duties, Research/Creative Activities, and Service.
- (7) In the area of Research/Creative Activities only, an Associate Professor hired without tenure may use scholarship from a previous institution to meet the

standards of Evaluation Years 5 and 6, if the scholarship is within the immediate five years prior to the Employee's initial appointment at GSU.

- (8) An Associate Professor without tenure who is not retained following his/her first evaluation year using Evaluation Year 5 Standards will be granted a probationary contract for the subsequent contractual year but shall not be reviewed for tenure.
- (9) An Associate Professor without tenure who is not awarded tenure following his/her second evaluation year using Evaluation Year 6/Tenure Standards will be granted a probationary contract for the subsequent contractual year but shall not receive tenure.
- (10) If an Employee is not notified of a negative decision by the Board on her/his tenure recommendation by July 1, the Employee shall be granted a probationary contract for the subsequent contractual year but shall not thereby receive tenure. An eligible Employee who is in her/his sixth probationary year and is not awarded tenure by action of the Board shall receive a terminal contract for the subsequent contractual year.

20.7. CONSIDERATION FOR TENURE AND PROMOTION TO ASSOCIATE PROFESSOR ON THE BASIS OF EXCEPTION

a. Conditions for Applying for an Exception

An Employee who does not satisfy either (1) the educational requirements for tenure described in 20.6.a above or (2) the years of service requirement specified in 20.6.b above may apply for consideration for tenure and promotion to Associate Professor in her/his fourth, fifth, or sixth year of full-time service in the bargaining unit at the University on the basis of exceptional teaching/performance of primary duties and research/creative activity or service.

b. Division/Department/Unit Application Procedure

An Employee who applies for consideration for tenure and promotion to Associate Professor on the basis of Article 20.7.a shall present evidence in support of her/his claim of exceptional performance to the Division/Department Personnel Committee and the Division/Department/Unit Chair.

c. Materials

In the area of Research/Creative Activities only, faculty may use scholarship from a previous institution from which they are requesting credit for years of service if the scholarship is within the immediate five years prior to the Employee's initial appointment at GSU.

d. Positive Recommendations from the Division/Department Personnel Committee and Chair

If the Division/Department Personnel Committee and the Division/Department/Unit Chair concur that the Employee should be recommended for tenure and promotion, written recommendations, supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department/Unit Chair and the Division/Department Personnel Committee as provided in 20.9.

e. Negative Recommendation from the Division/Department Personnel Committee or Chair

If the Division/Department Personnel Committee or the Division/Department/Unit Chair makes a negative recommendation for tenure and promotion to Associate Professor, the Employee shall not be considered further for tenure until the next succeeding period of evaluation for tenure unless the Employee is in her/his final probationary year. If the Employee is in her/his final probationary year, written recommendations, supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department/Unit Chair and the Division/Department Personnel Committee as provided in Section 20.9.

If the Employee is not in her/his final probationary year and if, within two weeks of the receipt of a negative recommendation and as a result of consultation by the Union and the University, it is determined that a procedural error has been made in the evaluation of the Employee, the error shall be corrected and the evaluation process shall begin anew.

If the Employee is not in her/his final probationary year and if the Employee subsequently applies for consideration for tenure/promotion to Associate Professor as an exception to the educational requirements or years of service requirements for tenure/promotion to Associate Professor, her/his application shall be considered and transmitted as provided in Section 20.9.

f. Notification in the Case of Any Negative Recommendation

In the event of a negative recommendation by either the Division/Department Personnel Committee or the Division/Department/Unit Chair on a request for exception, the Division/Department/Unit Chair shall provide the Employee with her/his recommendation and reasons and the recommendation and reasons of the Division/Department Personnel Committee. The reasons shall be based on approved performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.

20.8. FAILURE TO SUBMIT A TENURE/PROMOTION TO ASSOCIATE PROFESSOR APPLICATION AND WITHDRAWAL OF APPLICATION

An eligible Employee must apply to the Division/Department/Unit Chair prior to the commencement of the tenure process in order to be considered for tenure. In the event an eligible Employee does not submit her/his application for tenure in the sixth probationary year, the Employee shall receive a terminal contract for the subsequent contractual year. An Employee may withdraw her/his tenure application at any time during the tenure evaluation process.

20.9. PROCEDURES FOR TENURE/PROMOTION TO ASSOCIATE PROFESSOR

a. Reconsideration Process

At each step of the tenure/promotion to Associate Professor evaluation process prior to Provost/Presidential evaluation, the Employee shall be promptly provided a copy of the written recommendation and reasons of the evaluator or relevant committee. The Employee may submit a written request for reconsideration under any of the following conditions:

- (1) A negative recommendation by the Division/Department Personnel Committee.
- (2) A negative recommendation by the Division/Department/Unit Chair.
- (3) A negative recommendation by the Dean if the previous recommendations of both the Division/Department Personnel Committee and the Division/Department/Unit Chair were positive.
- (4) A negative recommendation by the University Personnel Committee if the Division/Department Personnel Committee has made a positive recommendation.

A first request for reconsideration shall be submitted to the evaluator or relevant committee within five work days of receipt of the recommendation. Subsequent requests for reconsideration, if any, shall be submitted in writing within three work days of receipt of the recommendation. Evaluators and evaluation committees in receipt of a request for reconsideration shall grant the request and shall provide the Employee with a written statement of the result of the reconsideration. Written responses to a first reconsideration request shall be provided to the Employee by the evaluator or evaluation committee within five work days of receipt of the written request. Written responses to subsequent requests for reconsideration, if any, shall be provided to the Employee by the evaluator or evaluation committee within three work days of receipt of the written request.

When a written request for reconsideration has been submitted according to the specified conditions and timelines of Section 20.9.a, the review process at the next level of evaluation shall be suspended until the results of the request for reconsideration have been provided to the Employee and added to the appropriate section of the Employee's portfolio.

b. Recommendation by the Division/Department Personnel Committee

The DPC shall prepare a written tenure/promotion to Associate Professor recommendation for each eligible Employee and provide it to the Employee and to the Division/Department/Unit Chair. The written recommendation shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.

c. Recommendation by the Division/Department Chair

The Division/Department/Unit Chair shall prepare a written tenure/promotion to Associate Professor recommendation for each eligible Employee. The written recommendation shall be supported with reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Division/Department/Unit Chair shall provide each Employee considered for tenure/promotion to Associate Professor with a copy of her/his tenure/promotion recommendation and reasons.

d. Recommendation by the Dean

The evaluation portfolios, tenure/promotion to Associate Professor recommendations, and reasons of Division/Department/Unit Chairs and Division/Department Personnel Committees shall be reviewed by the appropriate Dean. The Dean shall submit a written tenure recommendation for each eligible Employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Dean shall provide a copy of her/his tenure/promotion recommendation to the Employee with supporting reasons in the event of a negative recommendation.

e. Recommendation by the University Personnel Committee

The Provost/Vice President for Academic Affairs shall present all evaluation portfolios, tenure/promotion to Associate Professor recommendations, and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each eligible Employee. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Provost/Vice President for Academic Affairs may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the Employee.

f. Recommendation by the Provost/Vice President for Academic Affairs and the University President

The Provost/Vice President for Academic Affairs shall review all evaluation portfolios, tenure/promotion to Associate Professor recommendations, and supporting reasons for

eligible Employees and make a written recommendation to the University President. For all negative tenure recommendations, Provost/Vice President for Academic Affairs shall meet with the University President regarding the evaluation portfolio(s), tenure/promotion recommendations, and supporting reasons for the Employee(s) with the negative recommendation(s). The University President shall submit her/his recommendations to the Board. The University President shall provide each eligible Employee considered for tenure/promotion with a copy of her/his recommendation to the Board. If the recommendation is negative, the University President shall provide the Employee with a statement of reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.

20.10. NOTIFICATION DEADLINE FOR NEGATIVE DECISION BY THE BOARD

If an Employee is not notified of a negative decision by the Board on her/his tenure/promotion recommendation by July 1, the Employee shall be granted a probationary contract for the subsequent contractual year but shall not thereby receive tenure. An eligible Employee who is in her/his sixth probationary year and is not awarded tenure by action of the Board shall receive a terminal contract for the subsequent contractual year.

ARTICLE 21

ADDITIONAL EVALUATION AND POST TENURE REVIEW PROCEDURES FOR PROFESSIONAL ADVANCEMENT INCREASE, EXCELLENCE AWARDS, EVALUATION OF TENURED FACULTY

**(Unit A: Tenured/Tenure Track Faculty; Unit B: University and Senior Lecturers,
Temporary Resource Faculty, and Academic Support Professionals Included in Excellence
Awards)**

21.1. PROCEDURES FOR EVALUATION OF TENURED FACULTY

- A. Tenured faculty will undergo post-tenure review every four years commencing in the fourth year after the award of tenure, which will align with the promotion cycle to full professor of PAI. Faculty will only submit materials for either promotion or PAI or for post-tenure review. Faculty undergoing post-tenure review will submit a statement of accomplishments covering the review period and a current curriculum vitae. A faculty member may include any additional relevant supporting documents that he or she believes would be useful in the evaluation of his/her performance.

The evaluation for tenured Employees not being considered for PAI is a process to encourage and recognize continued excellent performance. The period of the four-year evaluation shall be the previous four academic contract years since the date of the Employee's most recent evaluation.

- B. Following review of the materials, the Division/Department/Unit Chair shall write an evaluation statement and send it to the Dean for review. A copy of the evaluation statement shall be sent to the Employee. The Employee may attach a written response to the evaluation statement for inclusion in the personnel file. If the review process has revealed areas of weakness, the Employee may be asked by the Chair and/or Dean to develop an improvement plan, in consultation with the Chair. The improvement plan shall be implemented in a specified timeline and shall comprise a basis for the next evaluation.
- C. Failure to submit post-tenure review documentation will result in a mandatory meeting with the Chair, Dean, and UPI representative to determine the reason for non-submittal and develop a timeline for compliance. Extensions to the post-tenure review process will be granted for extenuating circumstances in consultation with the Chair, Dean and UPI representation.

21.2. PROFESSIONAL ADVANCEMENT INCREASE (PAI)

a. Definition of Professional Advancement Increase (PAI)

The Professional Advancement Increase is an award designed to recognize the achievements of tenured faculty members who received tenure prior to September 1, 2005 and have chosen to retain the title of University Professor and those faculty

members in the rank system who hold the rank of Professor. The degree of effectiveness of performance of each Employee being considered for professional advancement increase shall be evaluated in the areas of teaching/performance of primary duties, research/creative activity, and service. Teaching/performance of primary duties shall be considered the most important of the three areas of evaluation.

b. Criteria for Eligibility

An Employee shall be eligible for consideration for a professional advancement increase if she/he meets the following requirements:

- (1) An Employee must possess tenure at GSU, hold the rank of Professor, or be classified as a University Professor, and
- (2) Meet the timeline requirements in the chart below.

Timelines for Application for a PAI		
Professors: Application for First PAI Following Promotion to Professor	Professors: Application for Second and Subsequent PAIs	University Professors Application for a First or Subsequent PAI
1) Professors must have completed three Academic Years since promotion to Professor, and 2) Professors are eligible to apply during their fourth Academic Year after being promoted to the rank of professor.	1) Professors must have completed three Academic Years since previous PAI, and 2) Professors are eligible to apply during their fourth Academic Year after previous PAI.	1) A University Professor must have completed three Academic Years since the award of tenure and 2) University Professors who have previously received a PAI, are eligible to apply during their fourth Academic Year after previous PAI.

c. Performance Standards and Types of PAIs

- (1) There are two types of PAIs for Professors. The applicant for a PAI may choose to apply based on either of the two sets of performance standards identified in the table below.

Performance Standards for PAI for Professors			
	Teaching/Primary Duties Standards	Research Standards	Service Standards
PAI Teaching/Research	Superior	Superior	Effective

PAI Teaching/Service	Superior	Highly Effective	Superior
----------------------	----------	------------------	----------

- (2) There are three types of PAI for University Professors. The applicant for a PAI may choose to apply based on any one of the three sets of performance standards identified in the table below.

Performance Standards for PAI for University Professors			
	Teaching/Primary Duties Standards	Research Standards	Service Standards
PAI/Teaching	Superior	Significant	Significant
PAI/Research	Superior	Superior	Effective
PAI/Service	Superior	Effective	Superior

- (3) The standard of Superior Service is defined in the section of the Division Criteria related to PAIs for University Professors.

d. Period of Evaluation

Awards are based on performance over a period of three or more consecutive years considered in the aggregate, that is taken as a whole through the period of evaluation. The evaluation period shall be a period that ends with the spring semester of the Academic Year preceding the application. At least the three Academic Years (six semesters, fall through spring) must be included. These three Academic Years must include only years after the award of a previous PAI or include three Academic Years after the award of tenure.

e. Evaluation Procedures

An eligible Employee applies for a professional advancement increase by submitting an evaluation portfolio (Article 17.9) in accordance with the University schedule (Article 17.2). All evaluations of Employees for a professional advancement increase shall be in the areas of evaluation specified in 21.2.a, and based on the considerations in 17.5.d, as specified in the approved statement of Division/Department/Unit criteria described in 17.6.a, on the applicable performance standard in 21.2.b, and on the materials referred to in 17.9. Evaluation recommendations shall be made by the Employee's Division/Department Personnel Committee, Division/Department/Unit Chair, Dean and University Personnel Committee and forwarded to the University President following the same evaluation steps employed in the evaluation for tenure.

21.3. EXCELLENCE AWARD

Each year Excellence Awards, recognizing outstanding achievements in one or more of the areas of teaching/performance of primary duties, research/creative activity, and service shall be awarded to UPI bargaining unit members.

Bargaining unit members who have received an Excellence Award are eligible to be nominated and, if chosen, receive the award in the fifth year following receipt of the previous Excellence Award.

There shall be three awards annually for Tenured/Tenure Track faculty, University and Senior Lecturers, and Academic Support Professionals (Article 29.1.c). Recipients of Excellence Awards shall be determined by the following process:

- (1) By November 15, for each year of this agreement the University President shall request of the UPI Chapter President recommendations of Unit A and Unit B bargaining unit members to serve on the Excellence Awards Committee. The UPI Chapter president's recommendations to the University President shall guarantee equitable representation among Unit A Teaching and Resource Faculty, and among Unit B University and Senior Lecturers and Academic Support Professionals as well as among the Division/Department/Units at the University. From these recommendations and by December 15, the University President shall appoint seven UPI bargaining unit members.
- (2) By February 1, for each year of this Agreement the committee shall develop procedures for the nomination of eligible Employees and the process by which they shall make their award recommendations. The procedures shall allow for nomination by other bargaining unit members or administrators and will be made directly to the University wide Excellence Awards Committee.
- (3) Criteria for the award of an Excellence Award:
 - (a) Unit A Tenured/Tenure Track Faculty must demonstrate excellence in the area(s) of Teaching/Primary Duties, and/or Research/Creative Activities, minimally as defined in Evaluation Year 5 of the Division/Department Criteria. In the area of Service Unit A Faculty must meet the Division/Department Criteria for a PAI Teaching/Service.
 - (b) Unit B University and Senior Lecturers must demonstrate excellence in the area(s) of Teaching and/or Service. Criteria for teaching will include evaluation of syllabi, additional teaching materials developed by the Lecturer, incorporation of technology in teaching when appropriate, incorporation of research in teaching, and student evaluations of instruction. In the area of Service, faculty will be evaluated on excellent service to the University and community based on active participation in program accreditation, taking leadership roles in developing outreach activities to potential students, retention strategies, and leadership in service to the community.
 - (c) Academic Support Professionals must demonstrate excellence in Primary Duties and/or Service. Excellence in primary duties must include taking initiative in the development of new recruitment and/or retention strategies and programs for students served. Excellent Service will be demonstrated

by, but not limited to, taking initiatives beyond what is expected in the position to serve the University and the community.

- (4) All committee recommendations shall be forwarded to the University President by April 15.
- (5) After a review of the committee's recommendations the University President shall determine which nominees shall receive Excellence Awards. The University President's decision shall not be subject to Article 13, Grievance Procedure.
- (6) Notice of receipt of an Excellence Award shall be placed in the Employee's personnel file.
- (7) Excellence Awards are in recognition of achievement during the previous two (2) Academic Years.

VII. SHARED RIGHTS AND RESPONSIBILITIES

ARTICLE 22

CONSULTATION

Meetings between the University President and/or her/his designee and the Union President and/or her/his designee shall be held once each month or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite other persons they feel necessary and shall inform the other party. The meetings shall be held on a mutually agreeable date in a mutually agreeable location. Such meetings shall not be used for the purposes of negotiation nor to replace grievance procedures. A scheduled meeting may be cancelled by agreement of both parties.

ARTICLE 23

UNIVERSITY REORGANIZATION

Sections in this Article apply differently to Unit A: Tenured/Tenure Track Faculty; Unit B: University and Senior Lecturers; Temporary Resource Faculty; and Unit B: Academic Support Professionals. Such application is indicated in the title to each section.

23.1. NOTIFICATION AND RETENTION OF BENEFITS (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

- a.** When plans are undertaken to reorganize the Division/Department/Unit structure by combining or by separating a portion of a Division/Department/Unit with/from the original structure, all affected Employees shall be notified of the plans and given an opportunity to respond.
- b.** As applicable, an Employee's probationary status, years of service, tenure, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 31 shall not be affected by a reorganization which results in the Employee's transfer from one Division/Department/Unit to another within the University.

23.2. UNIT A: TENURE/TENURE TRACK EMPLOYEES

a. Educational Requirements for Tenure for Transferred Employees

An Employee who has been transferred to a new Division/Department/Unit as a result of reorganization and who has applied for tenure in the new Division shall be subject to the educational requirements for tenure of the new Division except in the case that less stringent educational requirements were in place in her/his former Division.

b. Division/Department/Unit Criteria to Be Used for Evaluation in the First Year After Creation of a New Division

During the first Academic Year of operation of a new Division/Department/Unit created as a result of a reorganization, an Employee shall be evaluated for retention or tenure in accordance with the statement of Division/Department/Unit criteria of her/his former Division/Department/Unit unless the timing of the reorganization is such that a statement of Division/Department/Unit criteria for the new Division/Department/Unit can be adopted and implemented.

23.3. UNIT B: ACADEMIC SUPPORT PROFESSIONALS

An Academic Support Professional who has been transferred to a new Division/Department/Unit as a result of reorganization shall meet with her/his supervisor no later than 15 work days after the effective date of the transfer to develop a description of the materials and methods which shall be used to evaluate the Employee's performance.

ARTICLE 24

TRANSFER

This Article applies to tenured/tenure track Employees and Academic Support Professionals.

24.1. RIGHT TO TRANSFER EMPLOYEES

The University may transfer an Employee from one Division/Department/Unit to another within the same bargaining unit as a result of reorganization or program need.

24.2. RETENTION OF BENEFITS

Where applicable, an Employee's probationary status, years of service, tenure, eligibility for consideration for professional advancement increase, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 31 shall not be affected by transfer resulting from reorganization or program needs.

24.3. CONSULTATION WITH NEW DIVISION/DEPARTMENT/UNIT

In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving Division/Department/Unit(s) shall be consulted by the University President to determine Division/Department/Unit program needs and the qualifications necessary for any Employee to transfer into the Division/Department/Unit. The Division/Department/Unit response to the President's announcement of anticipated transfer shall be in writing. If the Division/Department/Unit response indicates that on the basis of either program needs or qualifications of the Employee to be transferred, such a transfer is not appropriate at present, the President shall continue to confer with the Division/Department/Unit. The President shall indicate her/his decision in writing to the Division/Department/Unit. The consultation shall be held in sufficient time to allow Division/Department/Unit response prior to the transfer determination. The UPI Chapter President shall be notified of these consultations.

24.4. REQUEST FOR TRANSFER

An Employee may, through her/his Division Chair/Unit Head, submit a request to the University President for transfer from one Division/Department/Unit to another within the University, and within the same bargaining unit. The University President shall review the request with the members of the other Division/Department/Unit. Within 90 days of submission of her/his request to the Division Chair/Unit Head, the Employee shall receive a written decision from the University President. If the University President grants the request, the Employee shall be transferred. A tenured Employee who is transferred pursuant to this Section shall retain her/his tenure appointment only if retention of tenure is recommended by the University President and approved by the Board.

24.5. REASSIGNMENT OUTSIDE THE BARGAINING UNIT

With the consent of the Employee, the University may reassign an Employee from a position in the bargaining unit to a position in another bargaining unit or outside the bargaining unit. A

tenured Employee who is reassigned pursuant to this Section shall retain her/his tenure in the Division/Department/Unit in which that Employee's appointment is formally located. If the Employee is subsequently reassigned to a position in a bargaining unit in the Division/Department/Unit in which her/his appointment is formally located, the Employee's salary shall be no less than it would have been as a result of nondiscretionary increases if the Employee had remained in the bargaining unit.

ARTICLE 25

ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE

25.1. PURPOSE OF ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE

The sole purpose of the Academic Program Elimination Review Committee shall be to provide recommendations to the Provost/Vice President for Academic Affairs concerning academic programs being considered for elimination that would result in the layoff of an Employee.

25.2. FORMATION AND COMPOSITION

The University Academic Program Elimination Review Committee shall be composed of and elected by Unit A Employees. Furthermore, it shall:

- a. be composed of no more than seven Employees;
- b. have representation from each College and other Academic Units containing Unit A Employees;
- c. Members will be elected in an election conducted by the Faculty Senate; and
- d. have staggered three-year terms.

The University APERC Committee shall be formed by October 1 each Academic Year. The APERC Committee will meet only in the event a program is being considered for elimination. If Unit A Employees fail to elect a committee by October 15 of the Academic Year, the Faculty Senate President will fill vacancies by appointment.

25.3. PROVISION OF RELEVANT INFORMATION TO COMMITTEE

The Provost/Vice President for Academic Affairs shall inform the Academic Program Elimination Review Committee and the UPI Chapter President of the programs being considered for elimination as part of the Board of Trustees Annual Academic Program Review that would result in the layoff of an Employee. The information shall include:

- (1) data on enrollment, majors, and course offerings;
- (2) data on program costs.

The Academic Program Elimination Review Committee may request additional relevant information from the Provost/Vice President for Academic Affairs.

25.4. COMMITTEE CONSIDERATIONS

In the process of developing its recommendations, the committee shall review program costs and enrollment history, contributions of the program to the general education requirements,

interdisciplinary and service functions, graduation requirements, and the University curriculum, and contributions of the program to the mission and goals of the University.

25.5. RECOMMENDATION TO THE PROVOST AND THE BOARD

Before the University formally transmits its recommendations on program status to the Board, the Academic Program Elimination Review Committee shall make its recommendations to the Provost/Vice President for Academic Affairs and inform the UPI Chapter President. The committee's recommendations shall be included with the University's recommendations and sent to the Board in accordance with the Board's annual Academic Program Review timetable.

25.6. COMMUNICATION WITH AFFECTED PERSONNEL

A Board decision concerning the elimination of any academic program that would result in the layoff of an Employee(s) shall be communicated to the Employee(s) in the affected Unit.

ARTICLE 26

MISCELLANEOUS PROVISIONS

26.1. TOTALITY

The Board and Union acknowledge that during the negotiations which resulted in this Agreement, both parties had the unlimited opportunity to present all demands and proposals and that this Agreement shall constitute the entire Agreement between the parties for its duration. This provision shall not constitute by either party a waiver of rights and responsibilities under the Illinois Educational Labor Relations Act.

26.2. AMENDMENT AND MODIFICATION

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

26.3. CONFLICT WITH POLICIES OR REGULATION

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

26.4. AVAILABILITY OF AGREEMENT

The Board and the Union agree to provide each Employee in the bargaining unit with a copy of the Agreement and to provide a copy to each new Employee upon hiring.

ARTICLE 27

SEVERABILITY

27.1. INVALIDATION OF PROVISIONS

In the event any provision of this Agreement (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

27.2. NEGOTIATION REQUIREMENT

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

VIII. SALARY AND COMPENSATION

ARTICLE 28

SALARY

28.1. PAYMENT SCHEDULE

Unit A faculty members on a 10-month appointment shall normally be paid their annual salary over 12 months. At the Employee's request, the Employee may receive his/her salary over 10 months. However, Human Resources shall provide the Employee with information on the effect that this choice will have on his/her benefits prior to finalizing the Employee's choice for that Academic Year.

28.2. GENERAL ELIGIBILITY

- a.** In addition to any special conditions provided in Article 29 regarding eligibility for the salary increases specified, and except as provided in paragraph b. below, an Employee of the University shall be eligible for the salary increases specified in Articles 28 and 29 only if she/he meets one of the following conditions:
 - (1) was employed in a tenured/tenure track position described in Appendix A for at least one Academic Term during the previous Academic Year, or
 - (2) is an Academic Support Professional who was employed prior to March 1 of the same year in either a position described in Appendix B or in a position which has been newly classified as a bargaining unit position effective in the same fiscal year, or
 - (3) is a University or Senior Lecturer who was employed as a University or Senior Lecturer for at least one term during the previous Academic Year, or
 - (4) is returning to a previously held bargaining unit position following employment in a permanent full-time position at the University for at least one Academic Term during the previous Academic Year.
- b.** An Employee who is returning to a bargaining unit position shall not be eligible for the salary increases specified in Articles 28 and 29 if prior to her/his employment in a position in the bargaining unit the Employee has received a salary increase from the University for the same Academic Year, unless the salary increase received prior to her/his employment in a bargaining unit position was less than the salary increase he/she would have received as bargaining unit member. An Employee shall not be eligible for the salary increases based on professional advancement awards or degree completion specified in Article 29 if prior to her/his employment in a position in the bargaining unit the Employee has received a salary increase from the University for the same Academic Year for the same reason.

28.3. GENERAL PERCENTAGE SALARY INCREASE (UNIT A: TENURED/TENURE TRACK EMPLOYEES; UNIT B: UNIVERSITY AND SENIOR LECTURERS; TEMPORARY RESOURCE FACULTY; AND ACADEMIC SUPPORT PROFESSIONALS)

- a.** Effective Academic Year 2019-20 the Board shall grant each eligible Employee a 2% salary increase to the Employee's AY 2018-19 base salary. In addition, upon ratification of this Agreement by both Parties, all bargaining unit members then employed will receive a one-time lump sum bonus in the amount of \$500. This bonus will not be added to the employee's base wages.
- b.** Effective Academic Year 2020-21 the Board shall grant each eligible Employee a 2.75% salary increase to the Employee's AY 2019-20 base salary.
- c.** Effective Academic Year 2021-22 the Board shall grant each eligible Employee a 3% salary increase to the Employee's AY2020-21 base salary.
- d.** For ASPs the salary increase will be effective July 1.

ARTICLE 29

ADDITIONAL COMPENSATION

Sections in this Article apply differently to Unit A: Tenured/Tenure Track Faculty; Unit B: University and Senior Lecturers; and Unit B: Academic Support Professionals. Such application is indicated in the title to each section. All lump sum increases will be prorated according to load percentage when added to base load.

29.1. PERFORMANCE RECOGNITION INCREASES

a. Professional Advancement Increase (Unit A: Tenured/Tenure Track Faculty)

In addition to the salary increase specified in Article 28, effective the first pay period of the fall contract period following award of the PAI to each eligible Employee who has received a professional advancement increase in accordance with Article 21, the Board shall grant a salary increase of \$5000 annually that will be added to the base salary.

b. Completion of Degree (Unit A: Tenured/Tenure Track Faculty, Unit B: Lecturers, and Academic Support Professionals)

(1) Completion in January/September Period

In addition to the salary increase specified in Article 28, the Board shall grant an annual salary increase of \$3000 that will be added to the base salary of each eligible Employee effective the first pay period of the fall contract period following the completion of their degree:

- (a) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of the previous January 1 to August 31;
- (b) who submits a written request for the increase to the Office of the Provost;
- (c) who presents satisfactory evidence thereof to the Provost/Vice President for Academic Affairs by the following November 1; and
- (d) who has not previously received a salary increase for completion of the degree.

(2) Completion in the September/December Period

In addition to the salary increase specified in Article 28 the Board shall grant an annual salary increase of \$3000 that will be added to the base salary of each eligible Employee effective January 1st, following the completion of their degree:

- (a) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of the previous August 16 to December 31.
- (b) who submits a written request for the increase to the Office of the Provost;
- (c) who presents satisfactory evidence thereof to the appropriate University vice president by the following March 1; and
- (d) who has not previously received a salary increase for completion of the degree.

(3) Terminal Degrees

The increases specified in paragraphs (1) and (2) above shall be granted for the following terminal degrees:

- (a) Doctoral degree;
- (b) Master of Fine Arts (MFA) degree;
- (c) The Master of Library Science (MLS) degree with an additional Master's degree; and
- (d) A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of the MFA degree or MLS degree shall be treated as the equivalent for the purpose of the increases specified in paragraphs (1) and (2) above.

(4) Fields Without Doctoral Degrees

The increases specified in paragraphs (1) and (2) above shall also be granted to each Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of August 16 of the year in which they earned the degree, and:

- (a) who at the beginning of the period specified in paragraphs (1) and (2) above had completed at least 30 semester hours, or the equivalent, of graduate study in an appropriate discipline and who during the specified period completes a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline. This Master's degree shall be in addition to the 30 hours or equivalent; or
- (b) who at the beginning of the period specified in paragraphs (1) and (2) above had a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline and who during the

period completes 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the already earned Master's degree.

The question of whether a Doctoral degree was offered in the United States as of August 16 of the year of hiring shall be determined by reference to the College Blue Book, year of hiring edition, Degrees Offered by College and Subject. Any questions concerning whether a proposed Master's degree is in a related discipline or whether the proposed 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be addressed in writing to the Provost/Vice President for Academic Affairs. The Provost shall respond, within 30 days, to the request in writing regarding her/his determination of whether or not the degree or hours are in a related or appropriate discipline. The acceptance of the Provost shall not be unreasonably withheld.

(5) Additional Degrees

The increases specified in paragraphs (1) and (2) above shall also be granted to each eligible Employee who, during one of the specified periods, completes all requirements for a second terminal degree or an additional graduate or professional degree from an accredited graduate or professional school if the Provost/Vice President for Academic Affairs has agreed in writing that the Employee should undertake the degree program for the purpose of increasing her/his academic skills or to develop expertise in additional areas directly related to her/his professional assignment.

(6) Master's Degree Completion for Academic Support Professionals

Academic Support Professionals hired with a bachelor's degree who complete a master's degree at an accredited institution shall be granted the increases specified in paragraphs (1) and (2) above. These increases apply to a first master's degree.

(7) Limitation of Degree Definitions to Article 29

During the term of this salary agreement, the degrees specified in paragraph (3) above shall be recognized as terminal degrees only for purposes of the increase specified in paragraphs (1) and (2) above and for no other purpose.

c. Promotion

Tenure/tenured track faculty who have been promoted from Assistant Professor to Associate Professor will receive an increase of \$4500 to their annual base salary effective August 16 following the promotion. Tenured faculty who have been promoted from Associate Professor to Professor will receive an increase of \$5500 to their annual base salary effective August 16 following the promotion.

d. Attainment of Senior Status

University Lecturers and Temporary Resource Faculty who attain Senior Status as outlined in this Agreement, will receive a onetime increase to their base salary in the amount of \$4000. Employees receiving the senior status increase will not receive a merit increase in the same year.

e. Attainment of Senior Academic Support Professional Status

Academic Support Professionals who attain the status of Senior Academic Support Professional as outlined in this Agreement, will receive a onetime increase to their base salary in the amount of \$4000. Employees receiving the senior status increase will not receive a merit increase in the same year.

f. Excellence Awards (Unit A: Tenured/Tenure Track Faculty, and Unit B: Academic Support Professionals (ASPs) and Lecturers)

Each year Excellence Awards, recognizing outstanding achievement in the areas of teaching/performance of primary duties, research/creative activity, and service shall be awarded to tenured/tenure track faculty and to full time Lecturers, and Academic Support Professionals. There will be three awards available annually. Employees' eligibility is specified in Article 21.3. The maximum award to an individual shall be \$6,000. Half of the award shall be applied to the employee's base salary, and the other half of the award shall be a one-time payment. The process for determining the recipients of Excellence Awards is described in Article 21. If all three awards are not used in any one Academic Year, the money will be placed in a professional development fund for bargaining unit members.

g. Merit Increases for Unit B: University and Senior Lecturers and Temporary Resource Faculty

Unit B University and Senior Lecturers and Temporary Resource Faculty who received an evaluation of "highly effective" will be eligible for merit increases of 1% of base salary or \$500 prorated to percentage of appointment on base salary, whichever is higher.

h. Merit Increases for Unit B: Academic Support Professionals

Effective and thereafter, Unit B ASPs who received an evaluation of "highly effective" will be eligible for merit increases of 1% of salary of base salary or \$500 to base salary prorated to percentage of appointment, whichever is higher.

29.2. SUMMER SALARY – Unit A Tenured/Tenure Track Faculty

- a.** Unit A Faculty who teach their 21 credit hours in the fall and spring semesters and who apply and are hired to teach in the summer session will be paid in addition to their annual salary at a rate of pay ranging from \$1400 to \$1600 per credit hour. This rate applies throughout this agreement.

- b.** A Faculty member who signs an irrevocable waiver stating he/she will retire in four years or less will have priority during the four summers or fewer summers if less than four prior to his/her retirement to teach courses which he/she is qualified to teach.

- c.** Summer Session Appointments for Program Coordinators

- (1) Eligibility

- (a) Normally Unit A Teaching Faculty will complete their 21 credit hours for Teaching/Primary Duties, Research/Creative Activities, and Service in the fall and spring semesters of each Academic Year.
 - (b) Faculty who meet the credit hour assignment of 21 in the fall and spring semesters and agree to perform primary duties of Program Coordinator in the summer session and if program need provides an opportunity for program coordinators she/he will be paid for performing the duties of a program coordinator as indicated below.
 - (c) Unit A Faculty who chose and negotiated with her/his Division/Department Chair to use part of her/his 21 credit hour assignment for Program Coordinator in the summer session will not be paid for summer session program coordinator work that is part of his/her 21 annual credit hour assignment. If a faculty member completes his/her annual credit hour assignment in the summer session as indicated above and program coordinator work is in addition to the annual credit hour assignment he/she will be paid as indicated below after completion of 21 credit hours.

- (d)

- (2) **Appointment**

- (a) Faculty will be assigned as Program Coordinators in the summer session based on program need.
 - (b) Faculty who agree to provide Program Coordinator work in the summer session should provide their Division/Department Chair with a written notice by March 1st.
 - (c) There will be a range of one to two credit hours of payment for summer session work.

- (3) Summer Work Schedule

- (a) The summer session scheduled is based on an 11 week session; however, the schedule for Program Coordinators will be negotiated with the Division/Department Chairs and/or Deans.

d. Summer Session Pay for Unit A Teaching Faculty/Program Coordinators - Payment

- (1) Faculty who meet the credit hour assignment above and agree to perform primary duties of Program Coordinator in the summer session and if program need provides an opportunity for program coordinators she/he will be paid for performing the duties of a program coordinator as follows:
 - (a) Program Coordinators rate of pay will be based on a per credit hour basis negotiated for Unit A Faculty teaching in the summer session.
 - (b) The specific credit hours based on rate of pay will be negotiated with the Division/Department Chair at the time of hire for program coordination in the summer session.
 - (c) There will be a range of one to two credit hours of payment for summer session work.
 - (d) Payment for summer session work for Program Coordinators that is not part of their annual assignment will be in addition to the Unit A Faculty's annual base salary.

29.3. SALARY MINIMA

Each August 16 during the term of the Agreement, the University shall adjust the salary of a 10-month Employee whose salary is less than the applicable minimum. Each July 1 during the term of the Agreement, the University shall adjust the salary of a 12-month Employee whose salary is less than the applicable minimum.

a. Unit A: Tenured/Tenure Track Faculty

Unit A: Tenured/Tenure Track Faculty Minimum Salaries*		
Annual Salary Minimum	Years of Service in a Professional Position at GSU Effective September 1	Degree Earned/Hours Completed Toward Degree
\$51,574	Less than three years	Probationary Employee without a terminal degree*(described below)
\$54,591	Completed three years	Probationary Employee without a terminal degree*(described below)

\$56,401	Completed less than three years	Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 30 semester hours, or the equivalent toward a graduate degree – or
\$56,401	Completed less than three years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate combination of degrees and additional 30 graduate semester hours. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.

Unit A: Tenured/Tenure Track Faculty Minimum Salaries*		
Annual Salary Minimum	Years of Service in a Professional Position at GSU Effective September 1	Degree Earned/Hours Completed Toward Degree
\$58,109	Completed three years	Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 30 semester hours, or the equivalent toward a graduate degree – or
\$58,109	Completed three years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate combination of degrees and additional 30 graduate semester hours. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.

\$59,819	Completed at least six years	Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 45 semester hours, or the equivalent toward a graduate degree – or
-----------------	------------------------------	---

Unit A: Tenured/Tenure Track Faculty Minimum Salaries*		
Annual Salary Minimum	Years of Service in a Professional Position at GSU Effective September 1	Degree Earned/Hours Completed Toward Degree
\$59,819	Completed at least six years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 45 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.
\$61,582	Completed at least nine years	Employee and possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 45 semester hours, or the equivalent toward a graduate degree – or

\$61,528	Completed at least nine years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 45 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.
-----------------	-------------------------------	--

Unit A: Tenured/Tenure Track Faculty Minimum Salaries*		
Annual Salary Minimum	Years of Service in a Professional Position at GSU Effective September 1	Degree Earned/Hours Completed Toward Degree
\$68,364	Completed at least twelve years	Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree – or
\$68,364	Completed at least twelve years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 60 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.

\$76,918	Completed at least fifteen years	Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree – or
-----------------	----------------------------------	---

Unit A: Tenured/Tenure Track Faculty Minimum Salaries*		
Annual Salary Minimum	Years of Service in a Professional Position at GSU Effective September 1	Degree Earned/Hours Completed Toward Degree
\$76,918	Completed at least fifteen years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate degree plus at least 60 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution
\$82,037	Completed at least eighteen years	Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional Master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree – or
\$82,037	Completed at least eighteen years	Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate degree plus at least 60 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

b. Unit B: University and Senior Lecturers

The following minimum salary shall be paid to a University and Senior Lecturer who, as of September 1 of any Academic Year covered by this agreement has completed at least the following years of service and satisfies the indicated level of education. These minima shall apply pro rata to Employees on temporary appointments less than full-time.

Unit B: University and Senior Lecturers Master's Degree*	
Annual Salary Minimum*	Years of Service
\$30,337	1-5 years in a professional position at the University
\$35,891	6-8 years in a professional position at the University
\$37,173	9-11 years in a professional position at the University
\$38,455	12-14 years in a professional position at the University
\$39,736	15 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

Unit B: University and Senior Lecturers Master's Plus 30 Graduate Semester Hours	
Annual Salary Minimum	Years of Service
\$32,473	1-5 years in a professional position at the University
\$35,891	6-8 years in a professional position at the University
\$37,601	9-11 years in a professional position at the University
\$39,310	12-14 years in a professional position at the University
\$41,018	15 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

Unit B: University and Senior Lecturers Terminal Degree	
Annual Salary Minimum	Years of Service
\$34,183	1-5 years in a professional position at the University
\$39,310	6-8 years in a professional position at the University
\$41,018	9-11 years in a professional position at the University
\$42,728	12-14 years in a professional position at the University
\$44,436	15 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

c. Unit B: Academic Support Professionals

The following minimum salary shall be paid to an Academic Support Professional who, as of July 1 of any Academic Year covered by this agreement, has completed at least the following years of service and satisfies the indicated level of education or serves in a position for which the Provost/Vice President for Academic Affairs has identified the indicated degree or its equivalent as a requirement:

Academic Support Professionals Bachelor's Degree*	
Annual Salary Minimum	Years of Service
\$32,473	1-4 years in a professional position at the University
\$34,183	5-7 years in a professional position at the University
\$39,310	8-10 years in a professional position at the University
\$44,436	11-13 years in a professional position at the University
\$49,564	14 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

Academic Support Professionals Master's Degree	
Annual Salary Minimum	Years of Service
\$34,183	1-4 years in a professional position at the University
\$35,891	5-7 years in a professional position at the University
\$41,108	8-10 years in a professional position at the University
\$46,146	11-13 years in a professional position at the University
\$51,244	14 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

Academic Support Professionals Terminal Degree	
Annual Salary Minimum	Years of Service
\$35,891	1-4 years in a professional position at the University
\$37,601	5-7 years in a professional position at the University
\$42,778	8-10 years in a professional position at the University
\$47,856	11-13 years in a professional position at the University
\$52,983	14 or more years in a professional position at the University

*These rates effective as of 9-01-2019. On an annual Academic Year basis, these rates will be adjusted based on the CPI-Chicago for August 1 of the prior year through July 31 of that year.

29.4. INITIAL APPOINTMENT (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS AND TEMPORARY RESOURCE FACULTY)

A person who receives an initial appointment to a position in the bargaining unit during the Agreement at the University shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in Article 29.2, as appropriate.

29.5. GRANT/CONTRACT SALARIES

If an Employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost/Vice President for Academic Affairs. For all such grant or contract work so excluded an Employee may earn up to a total of 40 percent of her/his basic salary in a 10 or 12-month period based on his/her appointment. This amount shall be in addition to the Employee's basic salary if allowed under the rules of the sponsoring agency. This section shall not apply to grant or contract work performed during sabbatical leave. See Article 4.3.

29.6. COUNTEROFFER; (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; and UNIT B LECTURERS)

a. Conditions for Counteroffer

(1) Increase Based on Counteroffer

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

(2) Judgment Note

Each Employee who receives a salary increase under paragraph a. above shall agree to serve at the University for at least two Academic Years subsequent to the Academic Year in which the increase is received and shall give a judgment note to the University for the amount of the increase, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the Employee.

(3) Denial of Request for Counteroffer

The approval of or failure to approve an increase under paragraph (1) above shall not be subject to the grievance procedure specified in Article 13. The Union may file a grievance concerning any other aspect of Article 29.6.

b. Effective Date of Increase

The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the Academic Term which immediately succeeds the approval of the counteroffer by the University President.

c. Eligibility

An Employee shall not be eligible to receive a salary increase under paragraph a. above until her/his third year of full-time employment at the University. An Employee who receives an increase under paragraph a. above shall not be eligible to receive another such increase until the third year after the increase.

Prior to his/her third year of full-time employment at the University an Employee may request a salary increase under 29.6.a above; however, these requests will only be considered by the President in consultation with the Dean and Provost/Vice President for Academic Affairs in situations where the loss of the Employee would likely lead to a hardship to the academic program where the Employee is assigned.

d. Eligibility for Additional Increases

An Employee who receives an increase under paragraph a. above shall be eligible for the increases: professional advancement increase; completion of degree increase; and excellence award increase, if the Employee is otherwise eligible for the increase under the terms of the Article 29 and under the terms of Article 28.2. An Employee who receives an increase under paragraph a. above shall not be eligible for the increase specified in Article 28.3, except as provided below.

An Employee who receives an increase under paragraph a. above shall be eligible to receive the difference between the increase under paragraph a. above and the increase specified in Section 28.3 if:

- (1) the increase under paragraph a. above is less than the increase specified in Section 28.3; and
- (2) the Employee is otherwise eligible for the increase specified in Section 28.3 under the terms of Section 28.2.

e. Requirements for Notification of the Union

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

29.7. TRANSFER AND REASSIGNMENT ADJUSTMENTS (UNIT A: TENURED/TENURE TRACK EMPLOYEES; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

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

a. Unit A: Tenured/Tenure Track Employees

- (1) The salary of a tenured/tenure track Employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his Division/Department/Unit may be increased to a level comparable to the salaries of other Employees with comparable titles and a comparable level of responsibilities.
- (2) The salary of a tenured/tenure track Employee who is transferred, pursuant to Article 24, from one Division/Department/Unit of the University to another may be increased to a level comparable to the salaries of other Employees with similar qualifications and experience in the receiving Division/Department/Unit.

b. Unit B: Academic Support Professionals

The salary of an Academic Support Professional who assumes a position with expanded responsibilities may be increased to a level comparable to the salaries of other Employees with comparable responsibilities.

c. Requirements for Notification of the Union

Within 30 days after the granting of an increase under this section, the UPI Chapter President shall be notified of the name of the Employee granted the increase, the reason for the increase, and the amount of the increase.

29.8. MPDEE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY AND SENIOR LECTURERS; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

In each Fiscal Year 2003 and thereafter, an "MPDEE" fund will be established. This fund will support the existing Additional Compensation provisions of the Agreement for Minima, Professional Advancement, Degree Completion, and Excellence and Equity (MPDEE). Funds for the MPDEE compensation may come from a) funds appropriated each fiscal year under the heading "Recruiting and Retaining Critical Faculty and Staff" or similar designation intended for non- across-the-board salary increases plus b) the GSU matching share of the "Recruiting and Retaining Critical Faculty and Staff" or similar designation fund. If the legislature does not

appropriate funds for these categories, then the University will reallocate funds to provide for the "MPDEE". If there is additional money left in the MPDEE fund after the implementation of minima, professional advancement, degree completion excellence awards, and equity, it will be distributed according to a formula determined by UPI.

29.9. OVERLOAD (UNIT A: TENURED/TENURE TRACK EMPLOYEES; UNIT B: UNIVERSITY AND SENIOR LECTURERS)

a. Tenured/Tenure Track Employees

A tenured/tenure track Employee who is assigned duties in excess of 21 credit hours or work plan equivalent specified in Article 16 shall be compensated for excess hours at the rate of \$1000 per credit hour or work plan equivalent. Effective Academic Year 2021-22, the rate will be increased to \$1100 per credit hour or work plan equivalent.

b. University and Senior Lecturers and Temporary Resource Faculty

A full-time University and Senior Lecturer or Temporary Resource Faculty who is assigned duties in excess of 27 credit hours or its work plan equivalent specified in Article 16 shall be compensated for excess hours at the rate of \$1000 per credit hour. Effective Academic Year 2021-22, the rate will be increased to \$1100 per credit hour or work plan equivalent. A part-time University and Senior Lecturer or Temporary Resource Faculty who exceeds the top of his/her pro rata credit hour range, as stated in 16.2.b, in non-course assignments, will be paid overload for excess credit hours or work plan equivalent as stated above. A part-time University and Senior Lecturer or Temporary Resource Faculty who is assigned an additional course(s) or work plan equivalent beyond his/her part-time pro-rata assignment will be paid overload equal to the amount of payment as if a new contract were issued for the additional course(s) or work plan assignments.

29.10. OFF CAMPUS TRAVEL COMPENSATION (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Travel Related to Teaching and/or Performance of Primary Duties

University credit unit guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off campus assignments.

- (1) A separate budget sub-line will be created in each College for compensation of instructional travel.
- (2) A separate budget sub-line will be created in each College for compensation of professional travel.

b. Unit A Tenured/Tenure Track Faculty Travel for Professional Development

Professional travel for conferences and other professional development activities will be reimbursed based on the following guidelines:

- (1) Reimbursement for travel where the faculty member presents a paper, poster presentation, or other like scholarly activities at a conference will be given priority for reimbursement, and
- (2) This reimbursement will be considered only for professional travel that was approved by the Chair and/or Dean prior to the travel taking place, and
- (3) Requests for reimbursement of pre-approved professional travel will not be unreasonably denied.

ARTICLE 30

LEAVE WITHOUT SALARY

30.1. INTRODUCTION

The purposes for which a leave without salary may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service.

a. Length of Leave

A leave without salary may be for a period of up to 12 months. Consecutive leaves may be requested by tenured/tenure track Employees and Academic Support Professionals on an annual basis for a total leave not to exceed 36 consecutive months (three years), regardless of percentage of the leave.

b. Fractional Leaves

An Employee may request a fractional leave (less than 100 percent) without salary. A fractional leave is one in which the Employee is assigned a fraction of the full workload. Ordinarily fractional leaves shall be granted only to tenured faculty. Probationary faculty may apply for a fractional leave after completion of three probationary years of service and only for the purpose of meeting the educational requirements for tenure. The equivalent of eight months or more of full-time employment in any year shall count as one year of service. Upon return from leave status, the Employee shall be credited with the appropriate years of service.

c. Eligibility for Leave Without Salary

(1) Tenured/Tenure Track Employees

An Employee may apply for leave without salary 12 months after the date of her/his initial employment at the University.

(2) University and Senior Lecturers and Temporary Resource Faculty

A University and Senior Lecturer or Temporary Resource Faculty who has completed six consecutive years of service at 50 percent or more and whose name appears on the reemployment list may apply for a leave without salary for a period not to exceed one year.

(3) Academic Support Professionals

An Academic Support Professional may apply for leave without salary 12 months after the date of her/his initial appointment.

The requirements in 30.1.a, 30.1.b, 30.1.c, and 30.2 may be waived by the University President upon written request of the applicant.

30.2. APPLICATION PROCEDURES

An application for leave without salary or extension of a leave without salary must be submitted to the Employee's Division Chair/Supervisor at least three months prior to the starting date of the requested leave. The application must state the purpose and provide a written explanation of the need for the leave and the time period for which the leave is requested.

30.3. AWARD OF LEAVE

A leave without salary or an extension of a leave without salary is granted at the discretion of the President. Each application for leave is evaluated on an individual basis. In the event that a leave is denied, the applicant may request a written explanation of the denial. The University President shall respond to this request within 10 work days.

If an Employee believes an application for a leave without salary has been arbitrarily and capriciously denied, she/he may file a grievance under Article 13, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

30.4. BENEFITS WHILE ON LEAVE WITHOUT SALARY

a. Full or Fractional Leave

While on leave without salary or fractional leave without salary, an Employee shall receive the following benefits as applicable:

- (1) retention of accrued sick leave and annual leave earned prior to the commencement of the leave;
- (2) all nondiscretionary salary increases;
- (3) the University's contribution and the Employee's opportunity to contribute to insurance programs as allowed by the governing program;
- (4) the opportunity to contribute toward and receive retirement credit in the State Universities Retirement System as allowed by the State Universities Retirement System.
- (5) in the case of Lecturers, retention of position on the reemployment list except no credit shall be given for the year spent on leave.

b. Fractional Leave

While on fractional leave without salary an Employee shall receive the following benefits only in proportion to the percentage of employment during the leave:

- (1) years of service credit toward tenure, sabbatical leave, administrative leave, retraining leave, or position in salary lane;

- (2) accrual of annual leave and sick leave.

An Employee may petition the President if she/he does not wish the time on partial leave to be counted as years of service toward tenure.

c. Benefits Denied on Full Leave

While on full leave without salary an Employee shall not receive the following benefits:

- (1) years of service credit toward tenure except as noted in 30.6 below, sabbatical leave, retraining leave, administrative leave, professional advancement increase or position in salary lane;
- (2) accrual of annual leave and sick leave.

d. Evaluation on Leave

An Employee on full leave without salary shall not be eligible for evaluation during the period of the leave except in the case of probationary tenure track Employees for whom the year shall count towards tenure as discussed in 30.6 below.

30.5. SALARY INCREASES

Upon return to the University from a leave without salary, an Employee's salary shall be adjusted to reflect nondiscretionary increases which the Employee would have received if not on leave, as well as service credit pursuant to 30.4.

30.6. CREDIT TOWARD TENURE

Time spent by an Employee on a full-time leave without salary for the purpose of research, advanced study, professional development, or public service shall be credited for the purpose of determining eligibility for tenure only if approved by the University President or designee. The request to credit the time must be made at the time of application for leave without salary. An Employee may elect not to credit such time for the purpose of determining tenure.

Upon request, the University President or designee shall provide a written explanation within 10 work days to an Employee whose request to credit the time spent on a leave without salary for the purpose of determining eligibility for tenure has been denied. If an Employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 13, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

30.7. COMPULSORY LEAVE

a. Medical Opinion

If the University President believes an Employee is unable to perform assigned duties due to illness or injury, the University President shall inform the Employee in writing of the

basis for the University President's belief and may require the Employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the Employee who is acceptable to the University. Refusal of an Employee to submit to a medical examination may result in suspension of the Employee or other disciplinary action. The doctor shall submit an opinion to the University President as to whether the Employee (1) has a physical or mental condition which constitutes a health or other hazard to the Employee, fellow Employees, or others with whom the Employee may come in contact or (2) has a physical or mental condition which prevents the Employee from performing the duties required by the position of employment. A copy of the doctor's opinion shall be given to the Employee. At the Employee's discretion and expense, a second medical opinion may be obtained for consideration by the president. If two medical opinions are obtained which are in conflict, an appropriate outside medical expert agreed upon by the University and the GSU/UPI shall be identified to supply an additional medical opinion for consideration by the University President. The expense of the third doctor's opinion shall be shared equally by the Employee and the University.

b. President's Decision

If, after reviewing the medical opinions and other materials relevant to the Employee's illness or injury, the University President concludes that the Employee (1) presents a health or other hazard to the Employee, fellow Employees, or others with whom the Employee may come in contact or (2) is unable to perform the duties required by the position of employment, the University President shall place the Employee on compulsory leave. The University President shall notify the Employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory leave, if any, which is not covered by earned leave credits shall be without pay.

c. Request for Early Return to Work

After expiration of one-half of the compulsory leave period, the Employee may, upon prior notice to the University, and at the Employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the Employee to return to work. If after reviewing the opinion and other materials relevant to the Employee's illness or injury, the President concludes the Employee is able to return to work, the Employee may return to work at the beginning of the next Academic Term of the University.

d. Return at End of Leave

If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the Employee who is acceptable to the University, and other materials relevant to the Employee's illness or injury, the University President concludes an Employee is unable to return to work at the end of a compulsory leave, the University President may (1) extend the period of compulsory leave, (2) request the Employee's resignation or (3) if the University cannot reasonably accommodate the illness or injury, recommend termination in accordance with the procedures provided in

Article 14. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 31

COMPENSABLE FRINGE BENEFITS

Benefits may apply differently to Unit A: Tenured/Tenure Track Faculty; Unit B: Academic Support Professionals; and Unit B: University and Senior Lecturers and Temporary Resource Faculty. Such application is indicated in the title to each Section.

31.1. INTRODUCTION

During the terms of this Agreement, Employee benefit programs (health, life, etc.) shall be provided to all Employees covered by this Agreement who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, Illinois Revised Statutes, Chapter 127, Section 521, as amended. The parties agree to accept all of the terms and conditions in Employee benefit packages as determined by the Department of Central Management Services to be intended to apply to Employees of Governors State University. Changes or modifications in benefits, benefit levels or to the types of Employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the Employee benefit programs that Central Management Services determines to be contributory by the Employee and costs for optional coverage are the sole responsibility of the Employee.

31.2. SICK LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Use of Sick Leave

Sick leave may be used for injury or illness of an Employee, including temporary disabilities caused or contributed to by pregnancy. An Employee may use up to five work days of earned sick leave per Academic Year for absences resulting from the illness or injury of a parent, spouse, child or same sex domestic partner. Upon approval of the Provost/Vice President for Academic Affairs, an Employee may use additional accrued sick leave for such absences.

b. Restrictions

The purpose of sick leave is to accommodate an Employee while she/he is sick or injured and unavailable to perform her/his duties. An Employee on sick leave, therefore, may not accept employment or perform consulting services for another employer.

Employees unable to perform his/her duties due to illness are required to use sick leave for all work days during which he/she is unable to perform his/her primary duties. This is for a maximum of five work days per week for the period of the illness.

Nothing herein shall prevent the University from scheduling alternate staffing according to program need and the progression of the academic calendar when an Employee is unavailable to perform her/his duties.

c. Verification of Legitimate Use

Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an Employee where the University has reason to doubt the legitimacy of such use.

d. Documentation Prior to Return to Work

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

e. Sick Leave Procedures

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

f. Restriction to Term of Employment

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

g. Deduction Rules

Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day the Employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week, unless the Employee is scheduled for more than five days.

h. Accrual of Sick Leave

(1) Unit A: Tenured/Tenure Track Faculty

- (a) Unit A faculty members on a 10-month appointment will earn sick leave at the rate of two days per contract month worked, for a maximum accrual of 20 days per Academic Year.
- (b) Unit A Resource Faculty on a 12-month contract during the first three years of employment at the University shall earn sick leave at the rate of 20 days per Academic Year or 1.667 days for each month, or major fraction thereof, of service under the Resource Faculty's contract, whichever is greater. Thereafter, the Resource Faculty shall earn sick

leave at the rate of 1.667 days for each month, or major fraction thereof, of service under the Resource Faculty's contract, regardless of the term of the Resource Faculty's contract.

- (c) During the first three years of employment, sick leave shall be credited to Employees at the beginning of each Academic Year. Thereafter, sick leave shall be earned on a monthly basis.

(2) Unit A Non-Tenured Faculty

- (a) For all non-tenured Unit A Faculty the probationary period prior to tenure may stop during the period non-tenured faculty are on approved sick leave.
- (b) Non-tenured Unit A faculty on approved sick leave must request in writing to their Division/Department Chair and Dean a request for the probationary period prior to tenure to stop.

(3) Unit B: Academic Support Professionals

An Academic Support Professional, while in pay status, shall earn non-cumulative sick leave at the rate of 10 days per year of employment, which shall be credited to the Employee at the beginning of the employment year, starting with the first year of employment. An Academic Support Professional, while in pay status, shall earn cumulative sick leave at the rate of 1.5 days per month. An Employee on part-time appointment shall earn sick leave on a pro rata basis.

(4) Unit B: University and Senior Lecturers and Temporary Resource Faculty

- (a) *Number of Work days*

A full-time Employee on a temporary appointment shall earn sick leave equivalent to 1.5 days of sick leave per month of appointment. The Employee shall be credited at the beginning of her/his appointment with the appropriate number of sick days. Part-time temporary Employees shall earn sick leave on a pro rata basis.

- (b) *Employees Who Have Fewer than Five Years' Service*

University and Senior Lecturers and Temporary Resource Faculty with less than five consecutive years of service at half-time or more may not accumulate sick leave and may not receive any benefit from unused sick leave at the end of the Academic Year or at the end of their appointment, whichever is earlier.

(c) *Employees Who Have More than Five Years' Service*

Sick days earned by University and Senior Lecturers and Temporary Resource Faculty who have completed five consecutive years or more of employment shall be cumulative up to 300 days. This shall not be affected by break of service. These Employees may not receive any benefits from unused sick leave.

i. **Accrual Limits (Unit A: Tenured/Tenure Track Faculty; Unit B: Academic Support Professionals)**

(1) 300 Day Limit

An Employee who has accrued sick leave at the University shall, for purposes of this Agreement, be credited with such accrual as of the effective date of this Agreement. If the accrual exceeds 300 days, the Employee shall earn no further sick leave until the Employee's use of sick leave reduces the Employee's accrual below the maximum of 300 days specified in subsection (b) below.

(2) Relation of Post 1984 Sick Leave to Pre 1984 Sick Leave

An Employee may accrue sick leave during the terms of employment at the University up to a maximum of 300 days. An Employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.75 days per month for Unit A and 1.5 days per month for Unit B Academic Support Professionals, provided that the sick leave balance of such Employee remains at the maximum by the deduction there from of not more than 1.75 days per month for Unit A and 1.5 days per month for Unit B Academic Support Professionals of cumulative sick leave earned before January 1, 1984. An Employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, shall earn no further sick leave until the Employee's use of sick leave reduces the accrual below the maximum.

j. **Lump Sum Payments of Accrued Sick Leave (Unit A: Tenured/Tenure Track Faculty; Unit B: Academic Support Professionals)**

(1) Conditions for Payment

Upon cessation of employment with the Board, for at least 30 days an Employee, or such Employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984.

(2) Computation Formula

The lump sum payment for accrued sick leave shall be computed as the product of the Employee's daily rate of compensation and one-half of the lesser of the

following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the Employee in accordance with Section 31.2.i above minus any days, or fractions thereof, of accrued sick leave used by the Employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the Employee in accordance with Section 31.2.i above after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.

(3) Restoration on Reemployment

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

k. Sick Leave Buyout

Effective September 1, 2002, pursuant to Pubic Act 92-0599 and subsequently upon the Employee's request, unused sick leave that can be used for sick leave buy-out will be paid at the current rate of earnings as part of earnings from the University during the period of up to two years of employment prior to retirement, subject to the 20 percent limitation and the guidelines set by SURS. The Employee must submit an irrevocable "election to retire" prior to receiving this benefit. In the event that Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid as employment prior to retirement to the extent prohibited by such amendment, unless a new agreement allowing such payment is negotiated by the University and UPI. Employees already receiving the benefit at the time of the repeal or amendment of Act 92-0599 will have the choice to continue receiving the benefit.

l. Extended Sick Leave Benefits (Unit A: Tenured/Tenure Track Faculty; Unit B: Academic Support Professionals)

Upon recommendation of the Provost/Vice President for Academic Affairs, the University President may grant a tenured or tenure track Employee a leave with full pay for a period not to exceed 60 calendar days, if the Employee: (1) has completed at least three full Academic Years of service at the University; (2) has exhausted all sick leave benefits under the terms of this Agreement; (3) is a participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

31.3. ANNUAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Number of Work Days

- (1) Any tenured/tenure Employee and/or Academic Support Professional and/or Unit B Temporary Resource Faculty who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full pay status. No other Employee shall earn or receive annual leave.

A tenured/tenure track Employee and/or Academic Support Professional who is employed on a 12-month contract may accrue compensable annual leave during the term of employment at a University up to a maximum of 48 days. An Employee who has accrued the maximum shall earn no further annual leave until the Employee's use of annual leave reduces the accrual below the maximum.

- (2) A Temporary Resource Faculty who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An Employee who has accrued the maximum shall earn no further annual leave until the Employee's use of annual leave reduces the accrual below the maximum.

b. Permission to Accrue Additional Annual Leave

An Employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the Employee completes work on the special assignment.

c. Lump Sum Payment

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

d. Requests for Annual Leave

Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the Employee's Division/Department/Unit Chair/Supervisor at least 30 calendar days in advance of the date on which the Employee wishes to begin leave.

e. Approval of Annual Leave

A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an Employee wishes to take annual leave shall be at the discretion of the Provost/Vice President for Academic Affairs or designee and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

f. Exemptions

Deductions of annual leave shall not be made for any Board approved holiday. Work days when the University is officially closed for business as well as the days between December 25 and January 1 may be used for unscheduled professional activities by tenured/tenure track Employees. During the contractual period of appointment, any Employee not on approved annual leave shall be accessible in accordance with Article 16.7.

31.4. PREVIOUSLY ACCRUED LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY WITH FIVE YEARS OF SERVICE)

If an Employee has accrued cumulative annual leave or cumulative sick leave and moves into a position in which annual leave or cumulative sick leave is not accrued, that Employee's accrued cumulative annual leave or cumulative sick leave shall be maintained on the University's records. Should the Employee subsequently move into a position in which annual leave or cumulative sick leave may be accrued, the Employee shall be credited with previously accrued annual leave days or cumulative sick leave days. Should the Employee leave the employment of the University, the Employee shall be entitled to a lump sum payment in accordance with this Article.

31.5. EDUCATIONAL BENEFITS (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Full-Time Employees

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

b. Part-Time Employees

A part-time University and Senior Lecturer or Temporary Resource Faculty or a part-time Academic Support Professional, may enroll for credit for a maximum of one course, or three credit hours, whichever is greater, in any Academic Term during which she/he is employed, with exemption from the payment of tuition and fees.

c. Survivor Educational Benefits

The natural, adopted, foster, or step-children, or the spouse of any Employee who dies while employed shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be Employees, the death of one parent makes the child eligible for a waiver. Children of divorced Employees are eligible if the deceased Employee had been contributing to their support.

31.6. MILITARY LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY WITH SIX OR MORE CONSECUTIVE YEARS OF SERVICE AT HALF-TIME OR MORE)

a. Use of Leave

An Employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, while under contract, including:

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

b. Compensation for Training

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

c. Compensation for Active Duty

A member of any division of the U.S. Armed Forces or U.S. State military component who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the Employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the Employee from the University, the Employee may elect to accept the higher rate in which instance the Employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 calendar days after release from temporary active

duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Sections a. and b above.

31.7. PROFESSIONAL MEETINGS AND WORK-RELATED TRAVEL (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Optional Professional Travel

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

b. Required Travel

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

c. Budget Line

A separate budget sub-line will be created in each College for compensation of instructional travel. A separate budget sub-line will be created in each College for compensation of professional travel.

31.8. PERSONAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

Up to five days of sick leave per year may be used for personal days. Sick leave used for personal days shall be subtracted from non-cumulative sick leave. All non-emergency requests for personal leave must receive approval prior to the leave being taken.

31.9. BEREAVEMENT LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

Leave with pay of five days per occurrence in accordance with University policy shall be granted to an Employee in the event of the death of a relative or a member of the Employee's immediate household. Bereavement leave may only be used during the term of an Employee's contract. Bereavement leave shall be taken in not less than one-half day increments and may not be accrued. Upon approval of the Provost/Vice President for Academic Affairs, an Employee may use accrued sick leave or annual leave, at the Employee's choice, for bereavement leave in excess of five days.

31.10. LEAVE FOR COURT-REQUIRED SERVICE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

An Employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the Employee provided that no Employee shall be given leave with pay for (a) appearing as a party in a non-job related proceeding involving such Employee, (b) appearing as an expert witness when the Employee is compensated for such appearance, or (c) appearing as a plaintiff or complainant in a proceeding in which the Board or any University is a defendant or respondent.

31.11. PARENTAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY WITH SIX CONSECUTIVE YEARS OF SERVICE AT HALF-TIME OR MORE)

An Employee may use up to twenty-five (25) days of paid leave per Academic Year for parental leave upon the birth or adoption of a child of the Employee. Requests for parental leave of more than fifteen (15) Work days shall be submitted to the Provost/Vice President for Academic Affairs 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than fifteen (15) Work days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

31.12. SABBATICAL LEAVE FOR TENURED FACULTY MEMBERS: TENURED/TENURE TRACK FACULTY)

a. Purpose

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

b. Eligibility

- (1) A sabbatical leave is granted at the discretion of the University President. An Employee is eligible to apply for a sabbatical leave only if the Employee is tenured and has completed at least five years of full-time service in the bargaining unit at the University. A sabbatical leave shall not be awarded to the same Employee more than once every seven Academic Years and sabbatical leave time shall not be cumulative.
- (2) A tenured faculty member who serves as an administrator for a minimum of four consecutive years and did not have a sabbatical for five years prior to becoming an administrator will be credited with four years toward sabbatical when he/she returns to his/her Unit A faculty position.

c. Uses

A sabbatical leave may be used for the purpose of acquiring new professional skills and updating existing professional skills as well as for research, in accordance with the purpose defined in Article 31.12.a. Any change in the sabbatical which significantly modifies the original proposal must be reported to the Provost/Vice President for Academic Affairs for approval at the earliest possible time.

d. Procedures

Sabbatical leave proposals shall be reviewed and processed according to procedures established at the University. The University President may deny a request for sabbatical leave because the sabbatical proposal is academically unacceptable. In the event that such a denial is made, upon request made within 10 work days after receipt of such denial, the University President shall provide a written explanation for the denial to the Employee who submitted the proposal.

e. Quota

The sabbatical leaves quota for the University shall be determined at the beginning of each Academic Year. The quota shall be one sabbatical leave for each 17 Employees, or major fraction thereof. If the number of sabbatical leaves generated for a given Academic Year exceeds the number of academically qualified proposals for sabbatical leave by Employees eligible for consideration for such leave, the maximum available for award in such year shall be equal to the number of academically qualified proposals.

f. Term

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

g. Priority

If the number of academically acceptable sabbatical leave proposals exceeds the number of available sabbatical leaves at the University, priority of award shall be determined on the basis of years of service at the University or years since the last sabbatical. If an Employee has never had a sabbatical from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an Employee has had a sabbatical from the University, her/his priority shall be determined on the basis of the numbers of years since her/his last sabbatical.

h. Deferral

A sabbatical may be deferred up to one calendar year if necessitated by program need and/or if a request by the sabbatical recipient is approved per the following process.

- (1) Prior to the beginning of the sabbatical, the faculty member submits a written request to his/her Division/Department/Unit Chair/Director with reasons for the deferment,
- (2) The Division/Department Chair submits his/her recommendation to the Dean with a copy to the faculty member,
- (3) The Dean notifies the Chair, and the faculty member, and the Provost/Vice President of Academic Affairs of his/her decision regarding the deferment of the sabbatical,
- (4) If the deferment is approved, the Dean will notify the faculty member, Chair, and Provost/Vice President for Academic Affairs of the date the deferred sabbatical will begin.

If an employee is unable to begin their sabbatical following a one year deferral, she/he must reapply for a sabbatical.

The person deferred shall begin accruing years of service toward eligibility toward the next sabbatical with the year following the a) completion of the sabbatical or b) upon determination they cannot pursue the sabbatical prior to the start date, or c) upon determination they cannot pursue the sabbatical following a one year deferral.

i. Conditions

- (1) Each Employee who is granted a sabbatical leave shall agree to serve at the University for at least two semesters after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave, said judgment note to be cancelled at the end of the required year of service or at the death or permanent disability of the Employee.
- (2) Each Employee in her/his sabbatical proposal shall inform the University of other salaries, grants, fellowships, or financial support for which the Employee has applied or does receive. If notice of support is received after the proposal is submitted, the Employee shall notify the Provost/Vice President for Academic Affairs.

j. Report of Sabbatical Leave

- (1) By the end of the first Academic Term following return to the University from sabbatical leave, the academic Employee shall file a written account of sabbatical activities and accomplishments as related to the goals and objectives stated in the sabbatical proposal with the Provost/Vice President for Academic Affairs, Dean,

and Division/Department Chair. The report shall be made available to Department colleagues and shall be placed in the Employee's personnel file.

- (2) Upon request, a faculty member may request a one semester extension to submit the report. The faculty member shall receive a written confirmation of receipt immediately upon handing in the report. If the report is not submitted by the end of the extension period, the faculty member will not be eligible for PAIs, Excellence Awards, or an additional sabbatical until the sabbatical report is submitted. A notice will be placed in the faculty member's personnel file indicating failure to turn in the report, which will be removed when the report is turned in and placed in the file.

k. Credit toward PAI

Time spent by an Employee on a sabbatical leave shall be credited for the purpose of determining eligibility for professional advancement increase.

31.13. RETRAINING LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Purpose

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

b. Application Procedures

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

Applications submitted pursuant to Article 15, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific Division/Department/Unit in the University, the University President shall provide that Division/Department/Unit an opportunity to discuss the retraining leave proposal.

c. Term and Compensation

The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.

d. Conditions

Each Employee granted a retraining leave shall agree to serve at the University for at least three Academic Years after the completion of the leave and shall give a judgment note to the University for the amount of the retraining leave, said judgment note to be

cancelled at the end of the required period of service or at the death or permanent disability of the Employee, or if the Employee is non-retained or is not granted tenure, as applicable.

e. Report of Retraining Leave

Upon completion of a retraining leave an Employee shall file a written account of retraining activities and accomplishments with the Provost/Vice President for Academic Affairs. If after successful completion of a retraining leave, an Employee is transferred to another Division/Department/Unit, her/his transfer shall be made in accordance with the provisions of Article 24, Transfer.

f. Evaluation during Retraining Leave

There shall be no evaluation of an Employee for the purpose of retention during the period of a retraining leave except in the case of a tenure track Employee whose time on leave is being credited toward tenure in accordance with Section 31.13.h.

g. Credit for Sabbatical or Administrative Educational Leave

Time spent by an Employee in Unit A on a retraining leave shall not be credited for the purpose of determining eligibility for sabbatical. Time spent by an Academic Support Professional on a retraining leave shall not be credited for the purpose of determining eligibility for administrative educational leave.

h. Credit for Tenure

Time spent by a probationary tenure track Employee on a retraining leave shall be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an Employee must indicate in writing to the University President whether the Employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President shall provide a written explanation within 10 work days to an Employee whose request to credit the time spent on a retraining leave for the purpose of determining eligibility for tenure has been denied. If the Employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 13, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

31.14. BENEFITS WHILE ON COMPENSATED LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY AND SENIOR LECTURERS AND TEMPORARY RESOURCE FACULTY)

a. Insurance and Retirement Participation

An Employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward

and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

b. Salary Adjustment Upon Return from Leave

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

31.15. ADMINISTRATIVE EDUCATIONAL LEAVE (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)

a. Eligibility

An Administrative Educational Leave is granted at the discretion of the University President. An Employee may receive an Administrative Educational Leave only after completing at least five years of full-time service at the University. An Administrative Educational Leave shall not be awarded to the same Employee more than once in every seven Academic Years and Administrative Educational Leave time shall not be cumulative.

b. Uses

Administrative Educational Leave may be used for the following purposes:

- (1) study and research;
- (2) professional growth related to the Academic Support Professional's responsibilities as described in the official job description.

c. Availability

The number of Administrative Educational Leaves shall be determined at the beginning of each Academic Year. The number shall be one Administrative Educational Leave for each 25 Employees, or major fraction thereof, provided that there shall be at least one Administrative Educational Leave every two years.

d. Procedures

Administrative Educational Leave proposals shall be reviewed according to procedures established at the University. The University President may deny a request for an Administrative Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within 10 work days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the Employee who submitted the proposal.

e. Priority

If the number of acceptable Administrative Educational Leave proposals exceeds the number of available Administrative Educational Leaves at a University, priority of award shall be determined on the basis of years of service at the University or years of service since the last Administrative Educational Leave. If an Employee has never had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an Employee has had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of the number of years since her/his last Administrative Educational Leave.

f. Terms

Salary payments during Administrative Educational Leave shall be: one-half if leave is granted for a full year; full pay if leave is granted for one-half year.

g. Conditions

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

31.16. SICK LEAVE BANK

A. Definitions:

- 1) **Bank Member** shall refer to an Employee who has voluntarily contributed sick leave days to the Sick Leave Bank. Only Bank members may apply for and receive paid sick leave days from the bank, except as otherwise provided in Article 31 on Compensable Fringe Benefits.
- 2) **Catastrophic Illness** or Injury shall refer to a severe medical condition which requires an Employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the Employee because of the exhausting of all earned sick or annual leave and/or equal time off. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

- 3) **Licensed Health Care Provider** shall refer to a trained health care provider practicing within the scope of his/her license.
- 4) **Sick Leave Bank** shall refer to a pool of sick leave days voluntarily donated by Employees. The sick leave bank provides paid sick leave to Bank members who meet the eligibility requirements. It is administered by the Sick Leave Committee with the assistance of Human Resources.
- 5) **Leave Day** includes sick leave, annual leave, and personal leave.
- 6) **Sick Leave Day** shall refer to one full sick leave day and shall equal 7.5 hours.
- 7) **Custodial Care** shall refer to a person who is the primary care giver.

B. Purpose: The purpose of the UPI Voluntary Sick Leave Bank (Bank) is to provide additional paid leave for Employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury, or the need for extended custodial care or care giving leave. The Bank serves as a depository into which participating Employee may voluntarily contribute leave (leave) for allocation to other participating Employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when Employees run out of compensation time during an catastrophic illness, injury, or other significant life events regarding responsibilities of oneself, child, and other custodial care.

- 1) Sick leave may be used for injury or illness of an Employee or their relations under custodial care of the Employee including temporary disability caused or contribute to by the pregnancy of oneself, a spouse or a domestic partner. An Employee may use up to 20 days of banked sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, domestic partner, child or others under custodial care of the Employee. Upon approval of the Vice President of Human Resources, or designee, an Employee may use additional accrued sick leave for such absences. In the case of an employee where a grandparent, parent (including in-laws), spouse, domestic partner, or child, or other relationships where the Employee is primarily responsible for one's custodial care, has received a terminal diagnosis, the Employee will be granted up to 10 days of paid leave for the care of the individual. The leave need not be continuous, but the employee must provide advance notice to the employee's immediate supervisor, when possible.
- 2) The Union and the University agree that any dispute involving this section shall not be subject to the parties' grievance and arbitration procedures. The Union agrees to indemnify and hold harmless the University for any claims arising from the administration or operation of the Bank.

- C. Establishment of the Bank: The Bank will be established through the voluntary contribution of at least two (2) sick leave days by eligible Employees during an initial enrollment period. Contributing a sick leave day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank. This will occur during the second year of the 2016-2019 Agreement.

Once the Bank is established, an open enrollment period will be held annually during the Benefits Choice Period. At that time any eligible Employee may join the Bank by contributing two (2) sick leave days. In order to remain a member in good standing, current Bank members must continue to make a voluntary annual contribution of at least one (1) sick leave day. Should the Bank reach a balance of 45 or fewer available sick leave days, as special contribution period may be opened by the Vice President of Human Resources, or designee. If any sick leave days remain in the Bank at the end of the fiscal year, they shall be carried over to the next fiscal year.

D. Membership Eligibility, Obligations, and Limitations

- 1) Membership in the Bank is available to all current employees who have accumulated twelve (12) sick leave days in order to make the initial donation.
- 2) New employees may choose to enter the Bank upon hire date, and Human Resources will inform new employees of this voluntary program.
- 3) Membership eligibility for participation in the Bank for a fiscal year begins upon the employee's original donation of two (2) days of sick leave.
- 4) Eligibility is discontinued upon termination of employment, retirement, death, or revocation of participation to donate a sick leave day the following fiscal year(s). No payment of benefits will be made to survivors.
- 5) Membership continues from year-to-year with an automatic annual reduction in sick leave of one (1) day donated to the Bank until/unless the member submits a form to change the number of days donated or discontinues membership.
- 6) Donations to the Bank cannot be made in partial days.
- 7) Members must waive all claims to sick leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.
- 8) Members may choose to donate more than one day during the annual Enrollment Period, so long as they have at least ten (10) days remaining in their accrual.

- 9) The Bank is available to those employees who have completely exhausted all Leave days and who are not receiving disability or Workers' Compensation.

E. Donations to the Bank

- 1) Employees will be given an annual opportunity to donate to the Bank. Donors must have a minimum balance of ten (10) sick leave days after making any donation. During the initial establishment of the Bank and upon yearly renewals, employees may make a donation of up to five (5) sick leave days; however, a minimum of one (1) day per Benefits Choice period must be donated to continue to qualify the employee for membership in the Bank the following fiscal year.
- 2) Any employee who wishes to join the Bank through the donation of two (2) days of sick leave during any open enrollment period must sign a statement indicating the donation is voluntary. Donation forms will be submitted to Human Resources.
- 3) If sick leave is being donated to the Bank, compensated sick leave will only be used if all other sick leave has been exhausted.

F. Administration of the Bank

- 1) The Bank will be administered by the Sick Leave Committee (Committee). The Committee will have three voting members appointed by the UPI President or designee with one ex-officio representative from Human Resources.
- 2) The UPI President or designee will designate a member to convene the Committee. Human Resources will be responsible for coordinating the annual donation period, processing approved requests, and maintaining appropriate related records.
- 3) Requests to the Bank will be received and reviewed by the Committee. The Committee will prepare a written notification to the requesting member approving or denying the application. Human Resources will ensure that the appropriate forms and/or documentation are processed if the request is approved.
- 4) The Committee may not grant sick leave days to members when the Bank does not have available days.
- 5) An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted.

- 6) The Bank will be administered in accordance with the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and the Health Insurance Portability and Accountability Act (HIPAA) requirements.

G. Withdrawals from the Bank

- 1) A member or his/her designee must complete an application for sick leave and submit it to the Committee.
- 2) The Committee will develop appropriate processes and procedures for application to the Bank in accordance with applicable law. Applications should indicate the estimated number of sick leave days requested.
- 3) The Committee will render a written decision to the employee within five days after receipt of the request.
- 4) The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third of the balance in the Bank or a maximum of 20 sick leave days, whichever is less. No member may receive more than 20 sick leave days in a twelve-month period.
- 5) Sick leave may be used only during the term of an employee's period of employment
- 6) Any sick leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
- 7) Sick leave days may be used for the personal illness or injury of the employee or person under his/her custodial care with a serious health condition, or for extended parental leave up to 12 weeks.
- 8) Use of sick leave work days from the Bank is considered under the provision of the FMLA and any use is included in the twelve (12) weeks provided under this act, if applicable.

H. Employee with Insufficient Sick Work days to Join the Bank

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

I. Appeal Process

In the event that an employee is denied membership into the Bank or a member is denied benefits from the Bank, he/she may submit a written appeal to the Sick Leave Bank Committee within ten (10) days of receiving the denial. A written response shall be issued within ten (10) days from the date of the appeal.

J. Implementation of the Sick Leave Bank

- 1) During the first year of this contract, Human Resources will set up the infrastructure to implement this section.
- 2) During the second year of this contract, employees may donate days and begin operation of the Sick Leave Bank Committee
- 3) During the third year of this contract the Bank will be fully operational

K. The following definitions are found in the Definitions section of this agreement:

- 1) Bank Member
- 2) Catastrophic Illness or Injury
- 3) Licensed Health Care Provider
- 4) Sick Leave Bank
- 5) Leave Day
- 6) Sick Leave Day
- 7) Custodial Care: refers to personal care that most people do themselves in activities of daily living, such as bathing, dressing, eating, getting in or out of bed or a chair, preparation of food, feeding, supervision of medication, but excludes the continuous attention of a trained medical or paramedical personnel. Custodial care means that an employee is the primary caregiver of a relative or close personal friend who has empowered the employee to assist with these activities.

31.17. END OF THE CALENDAR YEAR CAMPUS CLOSURE

Each year the campus closes December 24th through January 1st. Employees who do not work during this closure period will not lose pay nor will they be required to use benefit time. In the event an employee is required to be at work during this period because they have been designated by their supervisor as being essential to university operations, the employee will receive a paid floating holiday for every day they are required to be at work to be used prior to the immediately following June 30th.

IX. DURATION

ARTICLE 32

DURATION AND IMPLEMENTATION

32.1. DURATION

Except as provided in 32.2 below, the terms of this Agreement shall become effective upon ratification and shall remain in effect through Academic Year 2021-2022.

Article 28 (Salary) and Article 29 (Additional Compensation) shall be in effect through Academic Year 2021-2022. Renegotiation of this Agreement shall commence in the fall semester prior to the end of the contract.

32.2. IMPLEMENTATION

That except as otherwise agreed to, the economic terms of this Agreement for the basic increase shall not be implemented until the amount required therefore is appropriated and made available to the Board for expenditure for such purposes.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have executed this Agreement reached on November 15, 2019.

BOARD OF TRUSTEES/ADMINISTRATION

Lisa M. Harrell 8-28-20

Lisa M. Harrell
Chairperson, Board of Trustees

Date

8-25-20

Cheryl Green
GSU President

Date

UPI, Local 4100

8/8/2020

John Miller
UPI President

Date

8/8/2020

Sondra Estep
GSU-UPI Chapter President

Date

APPENDICES:

Appendixes below have been signed by the person(s) as indicated in each appendix document.

Appendix A Certification of Representation

Appendix B State of Illinois Educational Labor Relations Board

Appendixes below do not have signatures:

Appendix C Step I Grievance Form

Appendix D Request for Review of Step One Grievance Decision

Appendix E Notice of Intent to Arbitrate

Appendix F Credit Hour Guidelines

APPENDIX A

CERTIFICATION OF REPRESENTATIVE

ELECTION ADMINISTRATOR

**525 West Jefferson, Suite 200
Springfield, Illinois 62762**

In the Matter of:

AFT Faculty Federation – BOG
Petitioner,

and

American Association of University
Professors, Board of Governors

Board of Governors Representation Election

Universities, (AAUP),
Intervenor,

and

Board of Governors of State Colleges
and Universities,
Employer.

CERTIFICATION OF REPRESENTATIVE

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

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

The voting unit shall not include: (1) Employees who hold visiting, clinical, adjunct, affiliate, emeritus, or less than full-time faculty appointments, (2) Employees who are employed on a temporary contract or whose positions are primarily funded from sources other than State appropriations to the Board of Governors Universities, (3) students holding appointments as

undergraduate or graduate assistants, (4) residence hall counselors and staff, intercollegiate athletic coaches whose principal duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department Chairpersons, or any person employed in an administrative capacity, and (5) confidential, managerial or supervisory Employees as defined in the Board of Governors Regulations for Collective Bargaining by Academic Employees and all other Employees.

Signed at Springfield, Illinois

On the 3rd day of November, 1976.

Cyrus A. Alexander
Election Administrator

APPENDIX B

**STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**

In the Matter of

Board of Governors of State Colleges and
Universities,

Employer

Case No. 85-VR-0004-C

and

University Professionals of Illinois, BOG
Council, Local 4100, American Federation of
Teachers,

Petitioner,

**CERTIFICATION OF REPRESENTATIVE
PURSUANT TO NOTIFICATION OF VOLUNTARY RECOGNITION**

The Employee organization, named below, having established its majority in a unit appropriate for the purpose of collective bargaining, and the employer, having met all the requirements of Section VIII of the Illinois Educational Labor Relations Act, and as either interested Employee organization having timely petitioned the Illinois Labor Relations Board (the "IELRB") to seek recognition as the exclusive representative of Employees in the following unit:

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

See attached.

Signed at Springfield, Illinois

On the 3rd day of April, 1985.

**ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD**

IL. 548-0045

Case No. 85-VR-0004-C

By: _____
Robert Perkevich
Executive Director

ATTACHMENT

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

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

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

Governors State University: Counselor

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

Governors State University: Admissions Counselor

SUBGROUP B: Specified academic programs.

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

- Governors State University: Program Associates, Center for Learning Assistance; Coordinator of Tutorial.

SUBGROUP B.2. Continuing Education

- not applicable to GSU

SUBGROUP C: Inter and intradepartment resource, research and program support. (Not applicable to GSU)

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

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

APPENDIX C

GOVERNORS STATE UNIVERSITY (GSU)

UPI Local 4100

REQUEST FOR INFORMAL RESOLUTION

No. (GSU) _____ Date: _____

I hereby request that the Provost/Designee review the concern/issue listed below: (please be specific).

Signature of Complainant (Month) (Day) (Year)

Signature of Union Grievance Representative (Month) (Day) (Year)

APPENDIX D

**GOVERNORS STATE UNIVERSITY (GSU)
UPI Local 4100
Formal Hearing Form**

GSU Grievance No. _____ Date: _____

Grievant's Name _____ Home Phone No. _____
Cell Phone No. _____
Office Phone No. _____

Bargaining Unit: (Check One) ☐ Unit A ☐ Unit B

College: _____ Department/Unit _____

Mailing Address: *(If grievant is represented by the Union, all communication should go to the Union Grievance Representative.)*

Provisions of Agreement Allegedly Violated [*Article(s)/Section(s)*]:

Statement of Grievance (be specific, include dates of acts or omissions complained of): _____

Remedy Sought: _____

I will be represented in this grievance by: ☐ UPI ☐ Myself

Union Grievance Representative Signature (*If Union is representing grievant*): _____

30 Day postponement to seek	<input type="checkbox"/> I request a postponement informal resolution of this grievance. <input type="checkbox"/> I do not request a postponement [Any additional postponements must be done in accordance with Article 13.9.(b).]
-----------------------------	---

Grievant's Signature: _____ Date: _____

Delivery Method: Personal Delivery ☐

Certified Registered Mail ☐
(return receipt)

This grievance was filed with the Provost's Office on: _____

Received By: _____ Date: _____

In accordance with Article 13.2, I understand that this grievance may not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

APPENDIX E
GOVERNORS STATE UNIVERSITY (GSU)
UPI Local 4100
NOTICE OF INTENT TO ARBITRATE

Grievance No. _____ Date: _____

The UPI Local 4100, hereby gives notice of its intent to proceed to arbitration with the decision issued by the President, dated:

_____ and received by the Union on:

_____.

In the grievance of:

Name of Grievant: _____

This notice was filed with the President's Office on _____ by

(check one) ☐ Certified registered mail, return receipt requested

☐ Personal Delivery

Signature of Union President (Month) (Day) (Year)

I hereby authorize the UPI Local 4100, to proceed to arbitration with my grievances. I hereby also authorize the Union and the University or their representatives to use, during the arbitration proceeding, copies of any materials in my personnel evaluation file which are pertinent to this grievance and to furnish copies of same to the arbitrator.

Signature of Grievant (Month) (Day) (Year)

APPENDIX F

CREDIT HOUR GUIDELINES

The following are the Credit Hour Guidelines in effect at the time of the execution of this Agreement. Pursuant to Article 16.4.b. of the Agreement, these Guidelines may be modified during the term of this Agreement.

GSU CREDITS FOR TEACHING PROFESSIONALS

Refer to UPI Agreement

INSTRUCTION	CREDIT
1. General Courses	
a. Lecture/discussion, seminar, workshops, online, hybrid large cumulative student load (100+ students)	1.0 x Cr Hrs x % Load see Guidelines
b. Laboratories/Studios	
Physical/Life Science Lab*	1.0 Cr Hr per intensive course*
Science Lab	1.0 x contact hrs x % Load
Studio	0.5 x contact hrs x % Load
c. Doctoral Capstone/Dissertation lect/disc format	see Guidelines for cap
d. Team-taught Classes	see Guidelines re: % assigned
2. Supervisory Courses: Practica, Clinicals, Student Teaching, Cooperative Education, Internships	0.033333 x contact hours x Enroll x % Load
3. Independent Study Courses	
a. Independent/Special Project	0.10 x Cr Hrs x Enroll x % Load
b. Thesis/Major Project/Doctoral Capstone or Dissertation	0.16 x Cr Hrs x Enroll x % Load
4. Prepackaged Courses	
a. SIMS & Correspondence	0.016 x Cr Hrs x [Enroll + 40]
b. Telecourses	x % Load
5. Tutorial	0.10 x Cr Hrs x Enroll x % Load
6. PACE Courses	Enroll x contact hrs x 0.022222
7. Online Course Development/Planning	
a. New fully online course developed	1 to 3 Cr Hrs based on contact hours of New Course
Major revision of online course	1 to 2 Cr Hrs
b. Professional Development in online instruction	see Guidelines

8. Miscellaneous

- | | |
|--|--------------------------------|
| a. University Service: Faculty Senate (Chair) | 3 Cr Hrs per semester |
| b. Music/Theatre Production (Director) | 3 Cr Hrs per production |
| c. Division Student Advising | 1.0 x Cr Hrs per 20 students |
| d. Program Coordination | see Guidelines |
| Large Program (150+ students/year) | (# students x .01) – 1.0 |
| e. Accreditation Work | 1 to 3 Cr Hrs per semester |
| f. Extensive Program Design/Revision/Re-design | 1 to 4 Cr Hrs (see Guidelines) |

Refer to Guidelines for Applying Credit Hours for Teaching Professionals for more information

* up to one additional credit hour per physical/science lab course and supervision where no lab support is provided (see Guidelines)

GUIDELINES FOR ASSIGNING CREDIT HOURS FOR TEACHING PROFESSIONALS

The following paragraphs describing the application of credits hours for activities assigned to teaching professionals are intended as guidelines common to all divisions and departments.

Instruction

1. General Courses

a. Lecture/Discussion, Seminar, Workshops, Online

For every one hundred (100) students in a given semester, a teaching faculty member will receive one (1) credit hour. In addition, for each student above 100 in a given semester, a faculty member will earn .02 credits. The same formula for determining credits for Lecture/Discussion courses will be used, regardless of the modality (hybrid, online, on-campus).

- In consultation with faculty, the Division/Department/Unit Chair will set maximum enrollments per section for all courses. The maximum enrollment for online courses, face-to-face (lecture/discussion), and hybrid courses shall be the same unless agreed upon by the faculty member.

b. Laboratories/Studios

In intensive laboratory situations when support personnel are not provided by the university, one (1) additional credit hour shall be assigned for laboratory course and supervision. This refers to the credit hour adjustment where the laboratory or studio is unique from the lecture and not included in the total credits for the course.

- c. **Doctoral Capstone or Doctoral Dissertation Courses** that are lecture/discussion format (as opposed to supervisory or doctoral capstone projects/dissertations under Independent Study Courses) have maximum enrollments per section at 10. Doctoral capstone courses are intended to be intensive and require more attention per student than typical lecture/discussion courses.

d. Team-taught Classes

The number of credit hours received by each Unit A, Unit B, and/or adjunct faculty member assigned to a course is determined by the percentage of the course that each instructor is required to directly participate in. If adjunct instructors are assigned as support for a course, but are not directly responsible for conducting the course or for the major

responsibilities of the course, then they will not earn a percentage of the workload for the course.

2. **Supervisory Courses: Practica, Student Teaching, Cooperative Education, Clinicals, Internships.**

This category refers to those activities that occur in schools, clinics, agencies, and the like, that generally take place at off-campus sites. Some ambiguities about this category may still exist. The administrator must assign credits to a supervisory type course based on the average number of hours required to be spent with each student during the semester in developing the placement, monitoring/observing the student, supervision, evaluation, consultation, and/or discussing the student's performance with site supervisors.

3. **Independent Study Courses**

This category refers to individualized learning activities planned and developed by the student and accepted by the teaching professional sponsor (exclusive of supervisory type courses).

- a. **Independent/Special Project:** These are special projects, courses not typically offered by the university, specialized training, or (with the permission of the Division/Department/Unit Chair) offered in place of courses typically available to the student in a lecture/discussion format.
- b. **Thesis/Major Project/Doctoral Capstone or Dissertation:** These are major artistic, writing, and/or research projects required as part of a student's program. They require more active involvement and assessment of students than do independent/special projects.

4. **Prepackaged Courses**

- a. **SIMS, Correspondence, etc.:** The assignment of credit hours in this category is in reference to delivery of instruction only and is not intended, nor should it be used, to assign credit hours for development and production of prepackaged instruction. Determination of credit hours for the latter aspect of prepackaged instruction is a matter to be discussed with the employees and assigned by the administration. The formulation provided attempts to compensate for the additional effort required during the initial pilot offering of such courses. Moreover, the formulation, both for initial and subsequent offerings, relates credit hours directly to enrollment and, therefore, to employee activity.
- b. **Telecourses/Teleclasses:** The assignment of credit hours in this category is in reference to delivery of instruction only and is not intended, nor should it be used, to assign credit hours for development and production of telecourses/teleclasses. Determination of credit hours for the latter aspect

of telecourses/teleclasses is a matter to be discussed with employees and assigned by the administration.

5. Tutorial

Courses with an enrollment of fewer than six (6) may be offered on a tutorial basis with the approval of the Chair/Dean and after consultation with the faculty member. Courses cannot be changed to tutorials after the second class meeting. Chairs/Deans should make every effort to make a decision before the first class meeting. The instructor may revise the class meeting time and location, except that by so doing no student is penalized or unable to attend. It shall be the instructor's responsibility to check with each student to make sure that changes do not penalize the student. Faculty will meet face-to-face for a number of hours that are commensurate with the number of credit hours assigned to their workload for teaching the course.

6. PACE Program

Courses on CD-ROM prepared for the US Navy for use by sailors on submarines. The students submit the work they did on the course for evaluation when the submarines come back into port.

Credit hours assigned for the evaluation of a PACE course are computed so that one (1) credit hour is awarded for 45 contact hours with the material.

7. Online Course Development/Planning

- a. Unit A Faculty and Unit B Lecturers will receive credit hours for creating a new, fully developed online course shell that meets the "best teaching practices" of COTL or for a major revision of an already existing online course shell. Faculty will receive credit hours for major revisions to an online course shell based on the complexity of the revisions. The assignment of development or revision of an online course must result from an agreement between a Division/Department chair and a faculty member. The number of possible credits should be discussed with the department/division chair before work commences on creating a new course and on major revisions.
- b. Professional Development to achieve or maintain currency in online instructional methods: For successfully completing a credit-bearing course such as those offered through the Center for Online Teaching and Learning, or other substantial activity such as Quality Matters Certification, one three-credit-hour course release may be assigned.

8. Miscellaneous

- a. **University Service:** Assignment of credit hours to the President and other officers of the Faculty Senate is automatic. The chairperson in whose

division or unit the President of the Senate resides should award the three credit hours per term. If the Faculty Senate recommends redistribution of the twelve credit hours, the assignment to other chairpersons on the Senate will be handled through reassignment forms.

- b. **Music/Theatre Production:** For major, full-length theatrical or musical productions, faculty who direct or provide technical direction will be assigned up to three credit hours per production.
- c. **Division Student Advising:** This category does not refer to the usual advising done by teaching professionals, but rather to those advising activities which are assigned exclusively to a teaching professional to carry out as the unique student advisor for the unit or division. This assures the assignment will cause the teaching professional to be available to students at hours convenient to students. The number of students advised will be measured by the number of official student folders the advisor manages.
- d. **Program Coordination**
 - One (1) to three (3) credit hours will be assigned per semester as negotiated with the appropriate Division or Department Chair. Credit hour calculations should take into consideration the complexity of the program including such factors as: number of sequences, cohorts, labs, number of adjuncts, etc. Coordination of a single academic program involving unique administrative duties (e.g., supervising/hiring graduate assistants, scheduling, laboratory oversight, clinical operations, studio oversight or yearly authorship of accreditation reports) must be awarded a minimum of 3 credits (1 course release) per academic year. Summer compensation is excluded from this guideline as it is already contractually specified.
 - Additional credit hours for large programs will be calculated as follows: Formula calculation of credit hours for programs enrolling over 150 students per year as adjusted by fall enrollment figures. *Suggested Formula (#students*.01)-1. (Example, 290 student = 1.9 credit hours)*
- e. **Accreditation Work:** When a program/department or a division is engaged in the work of initial accreditation or re-accreditation, one (1) to three (3) credits per semester will be assigned the year prior to an accreditation visit to the person (s) with major responsibility for writing the accreditation report and/or coordinating the accreditation process.
- f. **Program Design and Extensive Program Revision or Redesign:** A total of one (1) to four (4) credit hours will be divided among faculty who have major responsibility for major revisions and/or designs of programs.

Finally, please note that this document refers to credit hours for assigned activities only. No credit hours are provided for unassigned activities. Assignment with appropriate discussion is the responsibility and authority of the administration.

