

# CONTRACT

## 2018 - 2022

Chicago State University  
And UPI Local 4100  
Units A, B and C



CHICAGO STATE  
UNIVERSITY

Chicago  
State  
University



University of Professionals  
of Illinois  
Local 4100  
IFT, AFT  
AFL-CIO

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## **PREAMBLE**

It is the intent of the Board and the Union to promote the quality and effectiveness of education at Chicago State University and to promote high standards of academic excellence in all phases of instruction, research, and service. The Board and Union recognize that mutual benefits are to be derived from the improvement of Chicago State University and that the participation of employees in the formation of policies under which they provide their services is educationally sound. The Board and the Union further recognize that an effective and harmonious working relationship will facilitate the achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

This Preamble is a statement of intent and is not subject to Article 6, Grievance Procedure.

## DEFINITIONS

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

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

Whenever Used in This Contract:

1. **Academic Support Professional** shall mean an employee who is so designated by the Labor Board.
2. **Academic Term** shall mean one semester [fall or spring].
3. **Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed in the Higher Education Directory.
4. **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.
5. **Aggregate** shall mean a collective sum considered over the whole evaluation period.
6. **Appropriate University Vice President** shall mean a University Vice President responsible for coordination and supervision of the University program or organizational unit in which an employee is primarily assigned.
7. **Board** shall mean the Board of Trustees created by "an Act to provide it with the authority to operate, manage, control and maintain Chicago State University." To the extent permitted by law, the term "Board" shall also refer to any successor agency of the Board of Trustees of Chicago State University.
8. **Chapter President** shall mean the President of the chapter of the Union at Chicago State University.
9. **Clinical Faculty/Professionals** shall mean full-time Unit A or Unit B faculty members or part-time (greater than 50%) Unit B faculty members whose primary responsibility is in the preparation of professional clinicians, in the provision of clinical services, and in clinically related teaching, research, and service. Clinical faculty qualifications shall be comparable to those expected of tenurable ranks and their promotion pathways parallel those of the tenurable ranks. They are eligible for clinical rank and promotion in titles such as Clinical Instructor (Unit B only), Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor; however, they are not eligible for tenure. Clinical employees can have teaching, clinical supervision, and research responsibilities on campus or at a field location. They may be hired by and paid by a cooperating institution

or by the University. They are hired and/or appointed on a non-tenurable basis based upon programmatic need, available resources, and continuing satisfactory performance.

10. **Consultation** shall mean the act of exchanging information and opinions about something in order to reach a better understanding of it and to make a decision before undertaking a course of action.
11. **CUE** shall mean credit unit equivalency.
12. **Days** shall mean calendar days unless otherwise specified.
13. **Department** shall mean the University department, division, unit or other organizational entity in which an employee is primarily employed.
14. **Department Chair/Director** shall mean the person immediately responsible for management of the University department, division, unit, or other organizational entity in which an employee is primarily employed.
15. **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, school or school district, community organization, or private business.
16. **Employee** shall mean a member of the bargaining unit.
17. **Employer** shall be defined as the “Board of Trustees for Chicago State University.”
18. **IBHE** shall mean the Illinois Board of Higher Education.
19. **Intersession** shall be defined as the session of classes offered between the end of the fall term and the start of the spring term. Faculty teaching intersession courses are employed through a separate employee status statement. Intersession courses may be taught as part of the full-time load if requested by a faculty member and approved.
20. **ILCS** shall mean Illinois Compiled Statutes.
21. **Labor Board** shall be defined as the “Illinois Educational Labor Relations Board.”
22. **Lecturer** shall mean a teaching professional or resource professional who has been appointed on a temporary basis.
23. **Member of the Immediate Family** shall mean the employee's husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, child, or a member of the immediate household of the employee.
24. **PAI** shall mean Professional Advancement Increase.
25. **Professional Degree** shall mean a law degree (J.D. or L.L.M.), doctor of medicine (M.D.), doctor of dentistry (D.D.), or doctor of pharmacy (Pharm.D.).

26. **Reassignment** shall mean the assignment of duties to an employee outside of the designated department/unit in which that employee's appointment is formally located.
27. **Relative** shall mean the employee's mother, father, brother, sister, grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, child or grandchild.
28. **Research Faculty** shall mean Unit A faculty hired as experienced, independent researchers who have qualifications comparable to those expected of tenurable ranks, but are not tenure track. The appointee is expected to make significant contributions to the research field. He/she is eligible for rank and promotion in titles such as Term Professor, Assistant Research Professor, Associate Research Professor, and Research Professor. He/she is hired and/or appointed on a nontenurable basis based upon available grant funding.
29. **Resource Professionals** shall mean librarians, counselors, and media specialists.
30. **State Universities Retirement System (SURS)** 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.
31. **Summer School** shall refer to the established academic sessions between the end of the spring term and the beginning of the fall term during which scheduled instructional activities are offered. Faculty teaching summer school courses are employed via a separate employee status statement.
32. **Teaching Professionals** shall mean teaching faculty.
33. **Technical Support Staff** shall mean member of Unit C, as defined by the Labor Board in Appendix J.
34. **Terminal Degree** shall mean a doctoral degree, MFA or MLS degree from an accredited graduate program recognized by the U.S. Department of Education and regionally recognized accrediting agencies. The Provost, in consultation with the Dean and, where appropriate, the Department Chair, may determine other degrees to be terminal for an academic discipline and shall notify the Union of such determination.
35. **Transfer** shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.
36. **Union** shall mean the University Professionals of Illinois, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.
37. **Union President** shall mean the President of Local #4100.

38. **University** shall mean Chicago State University.
39. **University President** shall mean the chief executive officer of the University.
40. **Working days** shall mean weekdays when classes are in session, as specified by term beginning and ending dates in the Academic Calendar. This definition shall not apply to sections of the Compensable Fringe Benefits articles, specifically 27.7, 39.7, and 51.7.



## **JOINT ARTICLES FOR UNITS A, B, AND C**

<b>Article 1</b>	Recognition
<b>Article 2</b>	Consultation
<b>Article 3</b>	Nondiscrimination
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<b>Article 5</b>	Sanctions and Termination
<b>Article 6</b>	Grievance Procedure
<b>Article 7</b>	Management Rights
<b>Article 8</b>	Union Rights
<b>Article 9</b>	Facilities and Equipment
<b>Article 10</b>	No Strike or Lockout
<b>Article 11</b>	Dues Check-off and Fair Share
<b>Article 12</b>	Minutes, Policies, and Budgets
<b>Article 13</b>	Miscellaneous Provisions
<b>Article 14</b>	Severability
<b>Article 15</b>	Duration

**ARTICLE 1**  
**RECOGNITION**

- 1.1 Pursuant to the certification of the Illinois Office of Collective Bargaining and the Illinois Educational Relations Labor Board, the Board recognizes the Union as the exclusive bargaining agent for academic employees in the bargaining units at Chicago State University described in the certification. (See Appendices H, I, and J, Certification Agreements.)
- 1.2 During the term of this Contract, 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 When the University President creates a new academic employee classification or adds an additional position to an existing classification, the University President will notify the Union President of the title of the classification and the duties of the classification within three months of appointment. At the request of the Union President, the University President will schedule 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 will be made according to the procedures of the Illinois Educational Labor Relations Board.
- 1.4 At the start of the academic year, the University President will inform the Union Chapter President of the name of the administrative office responsible for providing the Union with unit employee information. Once each semester, and once during the summer session, that administrative office will provide to the Union Chapter President updated employee information. This information will be provided within 45 calendar days of the beginning of the semester or summer term or within 30 calendar days after completion of a general salary increase affecting employees within the unit. The Union will provide to a designated administrative office a listing of Chapter Officers no later than 10 working days after the beginning of a semester or summer term.
- 1.5 Nothing contained in this Contract shall be construed to prevent the Board, its members, officials, agents, representatives or employees from meeting with any individual or organization to hear views on any matter. The specific and expressed terms of this Contract shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

**ARTICLE 2  
CONSULTATION**

- 2.1 To achieve program effectiveness, the process of consultation is an essential activity for Chicago State University employees. Those employees who have supervisory responsibilities must have regular personnel meetings with employees who report to them to discuss and clearly communicate job-related tasks and responsibilities. The process should be a collegial one allowing each participant to consider options while gaining a sense of what is the best course of action in a given situation. Consultation enables a greater in-depth understanding of the relevant issues and leads to enhanced decision-making. This process cannot be used to alter or ignore any of the terms of this Contract.
- 2.2 Meetings between the University President and the Union President shall be held once each month or as the parties agree for the purpose of discussing matters pertinent to the administration of this Contract or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons so invited. The meetings shall be held on a mutually agreeable date in a mutually agreeable location. Such meetings shall not constitute or be used for the purposes of negotiation or discussion of grievances. A scheduled meeting may be canceled by agreement of both parties.

**ARTICLE 3  
NONDISCRIMINATION**

In accordance with applicable Federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of that employee's race, color, religion, sex, age, ancestry, national origin or citizenship status (consistent with U.S. immigration law), genetic information, disability, pregnancy, military or veteran status, membership or non-membership in the Union, political affiliation, protective order status, actual or perceived sexual orientation, gender identity or gender expression, or marital, domestic partnership, or civil union status.

**ARTICLE 4  
PERSONNEL FILES**

- 4.1 The University shall maintain one official personnel file in a central location for each employee of the University. The personnel file shall contain all written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 6 of this Contract, and other materials pertinent to the employee's professional activities. Anonymous individual comments shall not be placed in the personnel file.
- 4.2 All written evaluations contained in the personnel file shall be signed by the primary evaluator and the person being evaluated. Summary statements of student evaluations, where relevant, shall be signed by the person preparing the summary.

- 4.3 If materials are presented for placement in an employee's personnel file which predate the immediately preceding evaluation of the employee for retention, reappointment, multi-year assignment, promotion, or tenure, the materials shall not be placed in the personnel file. Any written evaluation presented during an evaluation of an employee which is not placed in the personnel file prior to the next evaluation of the employee for retention, reappointment, multi-year assignment, promotion, or tenure shall be destroyed.
- 4.4 Except as hereinafter noted, an employee at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. An employee may not examine confidential materials submitted in connection with the employee's initial appointment.
- 4.5 Employees will be notified of all materials placed in their personnel file that are not normally copied to the employee. 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. An employee will be notified when the University makes copies of materials from the personnel file.
- 4.6 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 during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. Confidential materials submitted in connection with the employee's initial appointment may not be examined. The 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.

## **ARTICLE 5 SANCTIONS AND TERMINATION**

This Article applies to tenured/tenure-track faculty, Unit A clinical faculty, research faculty, Academic Support Professionals, and Non Civil Service Technical Support Staff. Lecturers and Unit B clinical faculty shall be covered by Sections 5.1.a, b, c, g, h, i, and Section 5.5.

### 5.1 Sanctions

- a. Appropriate sanctions less than termination may be imposed on an employee for violation of employment obligations contained in the Board or University policy, rules, regulations, or in the UPI/BOT Contract, within six months of the alleged violation. The Board/University shall make all applicable policies, rules, and regulations available by having a copy at the reference desk of the Library and posted on the Chicago State Website. The University community will be notified as soon as these policies are available.

Written letters of reprimand are considered a sanction under this Article. Any such letter (1) must state specifically that it is a 'letter of reprimand,' (2) will be placed in

- the employee's personnel file, and (3) is grievable under this Agreement. All other forms of written advisement, counseling, or warnings shall not be considered a sanction, shall not be placed in the employee's personnel file, and shall not be grievable under this Agreement. Annual performance reviews, verbal counseling, and verbal reprimands are also not considered sanctions under this Article.
- b. 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 Union 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. If the matter is not resolved by the meeting, the University President shall send the employee written notice of the sanction, including a statement of the reasons for the sanction.
  - d. If the proposed sanction is other than a written reprimand, or if it is for a penalty equal to more than two days' pay, the employee shall have the right, at her/his request, to a hearing before a panel of three tenured employees. Such request shall be made to the University President. One member of the panel shall be selected by the employee, one by the University President, and the third by the two members so selected. If the employee has requested a hearing, and if a panel is not selected by this method within 10 working days of service of the notice of intent to impose the sanction, the University President, in consultation with the Union Chapter President, shall select the remaining member(s) of the panel.
  - e. The panel shall review the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.
  - f. The panel shall make a good faith effort to hold full-day hearing sessions, five days per week, on days when the University is in session. The University President will offer appropriate released time to employees serving on the panel. A hearing on a proposed sanction shall not exceed one month unless extended by a majority vote of the panel. If the panel concludes that the University has met its burden of proof for a sanction, and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter. The President will issue a written decision within 30 working days of the receipt of the report of the panel. The deadline may be extended by mutual agreement.
  - g. A record of any sanction imposed on an employee shall be placed in the employee's personnel file.

- h. Official sanctions may be issued only by the University President or her/his designee.
- i. No sanctions shall be imposed upon employees except in accordance with the provisions of Article 5.

## 5.2 Sanctions

*This Section applies to Civil Service Technical Support Staff.*

- a. Appropriate sanctions less than termination may be imposed on an employee for violation of employment obligations contained in the Board or University policy, rules, regulations, or in the UPI/BOT Contract, within six months of the alleged violation. The Board/University shall make all applicable policies, rules, and regulations available by having a copy at the reference desk of the Library and posted on the Chicago State Website. The university community will be notified as soon as these policies are available.

Written letters of reprimand are considered a sanction under this Article. Any such letter (1) must state specifically that it is a 'letter of reprimand,' (2) will be placed in the employee's personnel file, and (3) is grievable under this Agreement. All other forms of written advisement, counseling, or warnings shall not be considered a sanction, shall not be placed in the employees' personnel file, and shall not be grievable under this Agreement. Annual performance reviews, verbal counseling, and verbal reprimands are also not considered sanctions under this Article.

- b. Prior to any sanction being imposed on an employee, the supervisor 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 Union 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. After meeting with the supervisor, if a disciplinary action notice is deemed warranted, the supervisor will forward the disciplinary action notice to the Human Resources Director for review.
- d. The Human Resources Director may request a meeting with the employee and a union representative prior to issuing a decision.
- e. If the proposed sanction is other than a written reprimand and the employee disagrees with the Human Resources Director's decision, she/he may request a hearing before a panel of three (3) employees. A hearing board shall be established to hear all such cases. One member shall be selected by the Union, one member shall be selected by the Administration, and the third member shall be selected by the other two (2) members.
- f. The panel shall review the reasons for the proposed sanction and related documentation. The committee has a right to request of both the University and the

employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.

- g. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the Vice President for Labor and Legal Affairs. If the panel reaches an alternate conclusion, it will report its conclusion to the Vice President for Labor and Legal Affairs, with supporting reasons, and with recommendations for disposing of the matter. The Vice President for Labor & Legal Affairs will issue a written decision within 30 working days of the receipt of the report by the panel. The deadline may be extended by mutual agreement.
- h. A record of any sanction imposed on an employee shall be placed in the employee personnel file.
- i. Official sanctions may be issued only by the Human Resources Director.
- j. No sanctions shall be imposed upon employees except in accordance with the provisions of Article 5.

### 5.3 Termination

Termination at any time of a tenured/tenure-track appointment, Unit A clinical faculty appointment, research appointment, Academic Support Professional, or a Non-Civil Service Technical Support employee, or of a probationary appointment before the end of the specified term, may be effected for adequate cause.

- a.
  - (1) 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 Union Chapter President shall be informed of this meeting, and a Union representative may be present at the meeting with the consent of the employee. If such a meeting is not practicable, the University 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 Union Chapter President shall be informed of this attempt to communicate with the employee.
  - (2) 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.
  - (3) 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 will not be productive.

- (4) No later than six months from the date of the first meeting or communication under Section 5.3.a.(1) (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:
  - (a) A statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or
  - (b) A statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or
  - (c) Specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or
  - (d) The terms upon which the matter is to be settled; or
  - (e) A notice of intent to seek termination.
- b. If the University President serves a notice of intent to seek termination, the following procedure shall apply:
  - (1) A termination proceeding shall be initiated by the University President serving notice of intent to seek termination, including a statement of reasons for termination of the employee, by registered or certified mail, return receipt requested, addressed to the employee's last known address, with a copy to the Union Chapter President. Such mailing of the notice or other documents under this Article shall constitute service.
  - (2) A tenured/tenure-track employee, clinical faculty employee, or research faculty employee served with a notice of termination shall have a right to a formal hearing before a committee of five tenured employees. If, within 14 calendar days of service of a notice, the employee delivers to the University President a written request for a formal hearing, including a designation of two tenured employees to serve on the committee, then within 14 calendar days of delivery of such a request, the University President shall select two tenured employees to serve on the committee. An Academic Support Professional or non-Civil Service Technical Support employee served with a notice of intent to seek termination shall have a right to a formal hearing before a committee of five employees selected from the academic support employees. If, within 14 calendar days of service of a notice, the employee delivers to the University President a written request for a formal hearing including a designation of two



employees to serve on the committee, then within 14 calendar days of delivery of such a request, the University President shall select two employees to serve on the committee. If the employee files a timely request for a hearing, additional time may be requested for selection of committee members. The four employees so selected shall select a fifth member of the committee. If a fifth member is not selected by the method described above, then the University President, in consultation with the Union Chapter President, shall promptly appoint the remaining member of the hearing committee. The Chairperson of the committee shall be selected by the committee.

- (3) An employee, who in a timely manner requests a formal hearing in writing after being served notice of intent to seek termination, shall be served by the University President with a notice of hearing and specific written charges at least 20 working days prior to commencement of the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of her/his choice. When practicable, the employee shall be present, but such presence is not required for the proceeding to go forward.
- (4) A verbatim record of the hearing will be taken and a printed copy will be provided to the employee. The burden of proof that adequate cause exists rests with the University, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

The employee will be afforded the opportunity to present witnesses and to confront and cross-examine all witnesses.

- (5) The committee shall make a good faith effort to hold full-day hearing sessions, five days per week, on days when the University is in session. The Board will offer appropriate released time to employees serving on the committee. A termination hearing shall not exceed in the aggregate a period of three months unless extended by a majority vote of the Hearing Committee. The committee has a right to request, of both the University and the employee, identifiable documents related to the written charges. The findings and recommendations of the Hearing Committee shall be reduced to writing and served on the employee and the University President within 20 working days after the conclusion of the hearing. If the Hearing Committee concludes that adequate cause has not been established by the evidence in the record, it will so report to the University President. If the University President rejects the report, she/he shall state in writing the reasons for doing so to the Hearing Committee and the employee, and provide 14 calendar days for delivery of a written response. If the Hearing Committee concludes that adequate cause for dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President. If the Hearing Committee concludes that adequate cause for a sanction less than dismissal has been established, it will so recommend in writing, with supporting reasons, to the University President.

- (6) The recommendation of the University President, along with that of the Hearing Committee should it not concur with the President, shall be delivered to the Board for final action.
- (7) If the employee does not request a hearing in accordance with Section 5.3.b.(2) or if a Hearing Committee fails to provide its findings and recommendations within 20 working days after conclusion of the hearing, the University President shall submit her/his recommendation to the Board for final action.
- (8) An employee terminated for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.
- (9) An employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in 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 will be imposed, the employee will be restored to her/his appointed position.
- (10) A record of any disciplinary action taken against an employee shall be placed in the employee's official personnel file.

*This Section applies to Civil Service Technical Support Staff.*

#### 5.4 Termination

Termination procedures for Civil Service Technical Support Staff shall be in accordance with the Civil Service Statutes and Rules of the State of Illinois.

#### 5.5 All actions imposed upon employees pursuant to this Article are subject to Article 6, Grievance Procedure.

### **ARTICLE 6 GRIEVANCE PROCEDURE**

#### 6.1 Purpose

The Board and the Union encourage the informal resolution of grievances, agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally 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.

## 6.2 Resort to Other Procedures

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, the Board shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. This waiver does not apply in cases where the grievant has sought resolution of the matter by filing a complaint of illegal discrimination with the EEOC or through any other forum established by state or federal law to resolve complaints of discrimination prohibited on the basis specified by those laws. Further, since the Board 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.

## 6.3 Definitions

- a. The term “grievance” shall mean a dispute concerning the interpretation or application of a specific term or provision of this Contract, subject to those exclusions appearing in other Articles of this Contract.
- b. The term “grievant” shall mean an employee or group of employees in a dispute over a term or provision of this Contract as it relates to them, or the Union in a dispute over a term or provision of this Contract as it relates to the Union as an organization.

## 6.4 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 or himself in a grievance at Step One filed under this Article. If an employee chooses to represent herself or himself, she or he shall so inform the Union President and the Administration at the time of filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Contract, and for this purpose, the Union President shall have the right to have an observer present at all grievance meetings. The Union grievance representative shall be notified at least 48 hours in advance of any such meeting.

## 6.5 Grievance Representatives

Within 30 working days after the execution of this Contract, the Union President shall furnish to the Board a list of all persons authorized to act as grievance representatives at the University 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 appropriate University Vice President, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

## 6.6 Appearances

If it is necessary for an employee to participate in a mediation, grievance, or arbitration proceeding during working hours, the employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the employee shall make arrangements acceptable to the appropriate University Vice President for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. All parties involved in a grievance must make themselves available for a grievance hearing within a reasonable time period.

## 6.7 Grievance Forms

All grievances and requests for review must be submitted in writing on forms as attached to this Contract in Appendices A, B, and C, 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.

## 6.8 Compliance with Procedure

All grievances must be filed in accordance with the procedures in this Article. All grievances will cite the specific Article(s) allegedly violated. The Board or the University President shall be under no obligation to process or consider a grievance that is not filed in accordance with the procedures of this Article.

## 6.9 Procedure for Handling Grievances

### a. Step One: Mediation

- (1) A grievance shall be filed with the University President or her/his designee within 30 working 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. In the written grievance which is filed, the grievant may, for the purpose of seeking informal resolution of the grievance, request the postponement of any action in processing the grievance formally for a period of up to 30 working days. If such a request is made, it shall be granted. Upon the grievant's written request, additional 30 working day extensions will be granted unless to do so would impede the resolution of the grievance. During a postponement period, the University President shall, upon request, arrange an informal conference between the appropriate University representative(s) and the grievant. The grievant may terminate the postponement period at any time by giving written notice to the University President that the grievant wishes to proceed with the mediation meeting provided for below. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

- (2) After a grievance has been filed, the University President or her/his designee shall notify the Mediation Panel, which shall conduct an initial meeting with the grievant no later than 30 working days following:
  - (a) Receipt of the grievance if no postponement is requested or
  - (b) Receipt of written notice that the grievant wishes to proceed with the mediation meeting.

In advance of the mediation meeting, the grievant and the administration shall mutually exchange, upon request, a copy of any existing identifiable documents relevant to the grievance. At the mediation meeting, the grievant and respondent shall have the right to present any evidence in support of the grievance.

- (3) The Mediation Panel shall be composed of a mediation officer designated by CSU/UPI and a mediation officer designated by the Provost. CSU/UPI and the Provost will each designate two additional persons as alternates to be available in the event the originally appointed person is unable to participate or where there may be a conflict of interest. The primary mediators will work together to provide appropriate training for the alternates.
- (4) The Mediation Panel shall conduct meetings in a manner they deem appropriate to the resolution of the matter. The mediation process shall be conducted as expeditiously as possible. The Mediation Panel shall not function as advocates for any side in the conflict; rather, the panel shall work in concert for the sole purpose of resolving the grievance. Should the mediation be successful, a written report of the resolution shall be made, including the withdrawal of the grievance, signed by all parties involved and kept on file. If the mediation is not successful, a written report of the proceedings with evidence considered shall be given to the University President or his/designee and the Union, within 20 working days following the conclusion of the meetings.

b. Step Two

If the grievance is not satisfactorily resolved through Step One mediation, the Union may, upon request of the grievant, file a written request for review with the University President or her/his designee within 30 working days following receipt of the mediation report, who will then notify the Chair of the Step Two Grievance Committee.

- (1) The Grievance Committee shall be composed of one faculty member appointed by CSU/UPI and one member appointed by the Provost, and one other member chosen by a consensus of the other two members. If consensus is not able to be reached, the third person will be designated by the Provost. The committee shall choose a Chairperson.

- (2) The committee's sole responsibility will be to hear the facts surrounding the issues and to make a recommendation to the University President. The committee and the Union shall schedule a conference for the purpose of reviewing the matter not later than 30 working days following receipt of the request for review. The union representative shall present evidence in support of the grievance. The Chair of the Step Two Grievance Committee shall issue a written report of the proceedings with evidence considered, and it shall be given to the University President and the Union within 15 working days following the conclusion of the review conference. The President shall issue a decision, stating the reasons therefore, within 15 working days following receipt of the report of the committee.
- (3) Only those acts or omissions and terms or provisions of the Contract identified in Step Two may be considered at subsequent steps.

c. Step Three

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

d. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant or by the Union representative at any point during Step Two or Three.

- e. The periods between academic terms as listed in the University Academic Calendar (*i.e.*, (1) from the end of the fall term to the beginning of the spring term; (2) from the end of the spring term to the beginning of the summer school; and (3) from the end of the summer school to the beginning of the fall term) shall be excluded as working days for purposes of calculating all deadlines under this Article.

## 6.10 Arbitration Procedure

a. Selection of an Arbitrator

*Representatives of the Board and the Union shall meet within 90 calendar days after the execution of this Contract 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, nor modify or alter the terms or provisions of this Contract. Arbitration shall be confined solely to the application and/or interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- (2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, reappointment and multiple-year appointments, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical/Administrative Educational leave 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 Contract. If the arbitrator determines that the Contract has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

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

c. Arbitrability

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

e. Effect of Decision

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

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.

6.11 Miscellaneous Provisions

a. Settlement Implementation

All formal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the University President and the Union 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 shall be deemed to have been resolved by the decision at the prior step.

c. All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested. In the event of a



question as to the timeliness of any grievance, request for review, notice or decision, the date of receipt shall be determinative.

d. Precedent

No complaint informally resolved or grievance resolved at either Step One or Two 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 Board from taking action. 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 will 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 7 MANAGEMENT RIGHTS**

- 7.1 The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities, and authority conferred upon and vested in it by law, 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.

- 7.2 The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority, and the adoption by the Board of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and expressed terms of this Contract or by law.
- 7.3 Neither the Union nor the Board waives the rights guaranteed it under the Illinois Educational Labor Relations Act.

## **ARTICLE 8 UNION RIGHTS**

### 8.1 Use of Facilities

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

### 8.2 Provisions of Materials

Prior to each regular, special, or sub-committee meeting of the Board, a copy of any of the following materials which are intended for public distribution will be transmitted to the Union President and to the Chapter President at the University: (a) the agenda for the meeting; (b) the reports of the University President to the Board; c) supportive materials prepared by the University for the Board or its sub-committees. The materials will be transmitted to the Union President and the Union Chapter President at the same time such materials are transmitted to Board members.

### 8.3 Release Time of Union Representatives

- a. Release time, leaves without salary, and additional purchased time shall be granted in accordance with terms agreed upon by the University and the Union. (See Appendix F)
- b. Employees granted release 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.

### 8.4 Bulletin Boards and other forms of communication

- a. The Union may post materials on University bulletin boards. The Union must be clearly identified on the face of any posted material. The Union shall assume all costs associated with any posted material. Posted material shall bear the date of

posting and may be removed by University representatives after having been posted for a period of 21 calendar days, unless the University grants permission for a longer posting.

- b. The Union may utilize University voice mail and e-mail and any other formats used for electronic communication consistent with University policy.
- c. The Union shall indemnify, defend, and hold the Board, its agents, and employees harmless against any claim, demand, suit or form of liability arising as a result of the posting of any Union materials on University bulletin boards in accordance with the provisions of this Article. Materials which are not posted in accordance with the provisions of this Article may be removed by University representatives.

## **ARTICLE 9 FACILITIES AND EQUIPMENT**

- 9.1 In accordance with applicable law, policy, and established procedures the Board will seek to provide a safe working environment for all employees, adequate equipment and materials, and instructional, office, and laboratory facilities conducive to the performance of professional obligations.
- 9.2 In accordance with University policy, an employee may obtain entry to her/his office during periods when the building in which the office is located is closed, except when there is an identified danger, hazard, or health risk as determined by the President or his/her designee.
- 9.3 In accordance with applicable University policy and procedures, University facilities, equipment, or personnel shall be used only for University business.

## **ARTICLE 10 NO STRIKE OR LOCKOUT**

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

## **ARTICLE 11 DUES CHECKOFF AND FAIR SHARE**

- 11.1 The Board and the Union shall abide by all provisions of 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.

- 11.2 Except as limited below, the Board agrees to deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to a designated University administrator, from the salary of each employee who gives the University written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University administrator of the dues deduction authorization.
- 11.3 Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.
- 11.4 Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events: (a) termination of the employee's employment; (b) written notice by the employee to the appropriate University administrator of cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.
- 11.5 If the Board terminates dues withholding because of a written notice by the employee to the appropriate University administrator, the Board shall inform the Union of this within ten (10) working days of receiving the written notice from the employee.
- 11.6 The Board shall not be under any obligation to make any deductions for dues if any employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, State insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.
- 11.7 The Union shall give written notice to the appropriate University administrator of any changes in its dues at least 30 calendar days prior to the effective date of any such change. If any change in Union dues requires modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the Board, pay the actual cost of such reprogramming.
- 11.8 The Union shall indemnify, defend, and hold the Board, its members, officials, agents, representatives or employees, 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, representatives or employees, in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board 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 Board 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.

- 11.9 Nothing in this Article shall require the Board to deduct Union fines, penalties, or special assessments from the salary of any employee.
- 11.10 The Board 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 that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.
- 11.11 If, during the term of this Contract, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

## **ARTICLE 12 MINUTES, POLICIES, AND BUDGETS**

The Board will post the following documents on the University's intranet within ten working days of the approval of the document:

- a. The approved minutes of the meetings of the Board.
- b. Published policies of the Board.
- c. Published University-wide policies of the University which affect employees.
- d. The internal operating budget of the University.
- e. The University's Resource Allocation Management Plan (RAMP) or other appropriate planning document.
- f. Illinois State Legislative (ISL) Report (upon public release).

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### 13.1 Totality

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

### 13.2 Amendment and Modification

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

### 13.3 Conflict with Policies or Regulation

If there is a conflict between the Civil Service Statutes and Rules or an existing Board or University policy or regulation and an express term or provision of this Contract, the term or provision of this Contract shall apply except as subject to the civil service statutes and rules.

### 13.4 Availability of Contract

The Administration agrees to provide access to the Contract electronically and will provide one paper copy of a newly-ratified Contract to each current employee in the bargaining unit and to each employee as he/she enters the unit. The Administration and the Union will equally share the costs of printing the Contract using a union printer. The costs of the union printer should be less than or equal to the University cost for the printing.

### 13.5 Employee Identification

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

### 13.6 Employee Assistance Program

The Board and the Union through this statement individually and jointly support the continuation of an Employee Assistance Program at the University. The Board and the Union encourage employees to utilize this program, and, to that end, will work together in assisting employees when these services are requested or otherwise appropriate. The Board will provide this program subject to the availability of funds, or a utilization review. A copy of the utilization review shall be given to the Union Chapter President.

### 13.7 ADA and FMLA

The Board recognizes its obligation under the terms of the Americans with Disabilities Act. The Board has adopted a Regulation which is in compliance with the Federal Family and Medical Leave Act, a copy of which shall be made available upon request.

13.8 Chicago State University (the “University”) and the University Professionals of Illinois, Local 4100 IFT/AFT/AFL-CIO (the “Union”) agree to the following terms and conditions regarding on-campus parking:

a. The current parking rates for faculty and staff shall remain constant through summer session 2011:

Semester	\$100
Annual	\$200
Reserved	\$310
Summer	\$50

b. Beginning the fall semester of the 2011-2012 academic year through the end of the 2014-2015 academic year, with the exception of the reserved parking rate, the University may increase parking rates for Union members by no more than 21.55% cumulatively (5% per year average over four years) during that four-year period, without further bargaining.

c. The right to increase the reserved parking rate shall be maintained exclusively by the University, without further bargaining.

13.9 The Personnel Action Timetable for the upcoming year will be posted on the Contract Administrator’s website by July 1.

**ARTICLE 14  
SEVERABILITY**

14.1 In the event any provision of this Contract (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 Contract shall continue in full force and effect.

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

**ARTICLE 15  
DURATION**

Except as provided below, the terms of this Contract shall become effective upon execution of this Contract by the Board and the Union and shall remain in effect through August 15, 2022. Negotiations for the next Contract will begin one year prior to the end of this Contract.

**TENURED/TENURE TRACK FACULTY:  
TEACHING PROFESSIONALS  
RESOURCE PROFESSIONALS**

**NON-TENURED/TENURE TRACK FACULTY:  
CLINICAL PROFESSIONALS  
RESEARCH PROFESSIONALS**

- Article 16** Employment Status & Notification
- Article 17** Leave Without Salary
- Article 18** Professional Responsibilities and Assignment of Duties
- Article 19** Faculty Evaluation and Evaluation Criteria
- Article 20** Retention
- Article 21** Promotion
- Article 22** Tenure
- Article 23** Program Reorganization
- Article 24** Staff Reduction Procedures
- Article 25** Transfer
- Article 26** Academic Program Elimination Review Committee
- Article 27** Compensable Fringe Benefits
- Article 28** Salary
- Article 29** Additional Compensation



**ARTICLE 16**  
**EMPLOYMENT STATUS AND NOTIFICATION**

Unit A consists of employees in two classifications: tenure track (designated as teaching professionals or resource professionals) and non-tenure track (designated as clinical professionals or research professionals). All are eligible for academic rank but the conditions for employment and advancement vary as stated in the Contract, the requirements for the position and University policies and procedures are:

a. Tenured/Tenure-Track Faculty

- (1) Teaching Professionals are Tenured/Tenure-Track Faculty who are hired to perform traditional teaching activities or the performance of primary duties. They also must engage in research and service activities. They also perform other forms of direct student services.
- (2) Resource Professionals are Tenured/Tenure-Track Faculty who are hired as librarians, media specialists or counselors. They also must engage in research and service activities. They also perform other forms of direct student services.

b. Clinical Faculty – Non-Tenure Track

- (1) Clinical Faculty are responsible for supervising students in a clinical, experiential, or practicum setting, in addition to being engaged in teaching, research, and service depending on the nature of the appointment. They are eligible for annual reappointment and multiple-year appointments contingent upon, successful performance evaluations, program need and availability of funds. Terminal degrees may be required for hiring and advancement.
- (2) Faculty holding these appointments may be hired and assigned the rank of clinical assistant professor, clinical associate professor, or clinical professor provided they meet the Chicago State University criteria for the proposed rank, or they hold the same rank at another university. In addition, faculty holding these appointment classifications may be promoted to clinical assistant professor, clinical associate professor, or clinical professor if their performance and/or credentials support such a promotion. The Provost will assign the designated rank.
- (3) Each academic year, the University will seek to provide annual appointments to full-time Clinical Faculty. Upon request, the employee and the Union Chapter President shall be provided with written reasons for any appointment that is less than the period provided above.
- (4) For Reappointments (retention), the Clinical Faculty must meet the standards stated in the Contract and the Department Application of Criteria germane to their appointment. Reappointment is also subject to continuing satisfactory evaluations and available funding.

- (5) Clinical Faculty who have attained five or more years of instructional service with the University are eligible for renewable three-year contracts if they have earned “superior” performance evaluations for their teaching/primary duties and “significant” performance evaluations for either their research/creative activity or service in the preceding five-year period, and “highly effective” in the remaining area.
- (6) Any unpaid leave in excess of six months granted during a multi-year contract will void the appointment. After the leave has been completed, a new multi-year contract shall be issued if, in the previous five years, the Clinical Faculty member has attained two “significant” evaluations.
- (7) Multi-year Clinical Faculty appointments shall not be construed as any form of tenure or guaranteed employment beyond the terms and conditions specifically set forth in this Article.

c. Research Faculty – Non-Tenure Track

- (1) Research professor appointments are for individuals employed on research projects funded by external grants and contracts whose primary responsibility is to contribute to the research mission of the University. They may have limited teaching and/or service responsibilities as related to their research agenda. Faculty holding these appointments are experienced, independent researchers who have qualifications comparable to those expected of the tenurable ranks, and the appointee is expected to make significant contributions in research. They will be assigned the rank of term research professor, assistant research professor, associate research professor, or research professor. They are also eligible for promotion to a higher rank. In addition, faculty holding these appointment classifications may be promoted to Research Assistant Professor, Research Associate Professor, or Research Professor if their performance and/or credentials support such a promotion. Terminal degrees are required for hiring and advancement.
- (2) Research Faculty may be hired and assigned any of the above titles, provided they meet the Chicago State University criteria for the proposed rank, or they hold the same rank at another university. The instructional unit recommending the appointee will also recommend criteria according to the DAC for promotion and reappointment of the faculty member. The Provost will assign the initial designated rank. Reappointment and promotion criteria for appointees follow the Contract and Departmental Application of Criteria, and these will be listed in their hiring letter.

16.1 Each employee shall receive an individual employment contract upon initial appointment. The initial contract or appointment letter shall specify the period of appointment; the type of appointment; the rank of the individual; the evaluating department; the probationary year; and the salary.

- 16.2 Subsequent to the initial individual employment contract, all employees shall receive an annual individual Employment Status Statement. The Employment Status Statement shall be sent to each employee within 30 working days after the beginning of the University's academic year or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate:
- a. The basic monthly salary of the employee for the academic year, including the salary increase components;
  - b. The employee's status (*e.g.*, tenure/non-tenure track, clinical, probationary, including probationary year; tenured status; terminal);
  - c. The employee's rank;
  - d. 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 this collective bargaining agreement.
- 16.3 Modifications in the employee's annual base salary requiring ratification by the Board of Trustees will be reflected in a revised statement which will be issued within 30 working days from the date of Board ratification. Any modification in the employee's annual base salary, apart from annually negotiated salary changes, will be reflected in a revised statement which will be issued within 10 working days of the modification.
- 16.4 At least once each semester, the University shall notify each employee, where applicable, of (1) the number of days of sick leave the employee has accrued, classified as pre- and post-January 1, 1984, days; and as post-December 31, 1998 days; and days accumulated under Section 27.7.c.; and (2), where applicable, the number of days of annual leave the employee has accrued.
- 16.5 If an employee's address and/or phone number changes, it shall be the employee's responsibility to notify the Department Chair and the Office of Human Resources in writing of that change. Once the employee notifies the Chair and the Office of Human Resources, the employee will have satisfied his/her responsibility.

## **ARTICLE 17 LEAVE WITHOUT SALARY**

- 17.1
- a. A tenured-tenure track employee may apply for leave without salary twenty-four months after the date of her/his initial employment at the University. This requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.
  - b. A clinical/research faculty member may apply for leave without salary twenty-four months after the date of her/his initial employment at the University. The leave without salary may not exceed a period of one year. These requirements may be

waived by the University President upon written request of the appropriate University Vice President and the applicant. Reemployment opportunities will be provided in accordance with Article 18 below.

- 17.2 An application for leave without salary must be submitted to the employee's Department Chair 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. The purposes for which a leave may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, and (e) public service. The three-month notification requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
- 17.3 A leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within 10 working days to an employee whose application for leave without salary has not been approved. 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 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.
- 17.4 The initial grant of a leave without salary may be for a period of up to twelve months. The leave may be extended upon the agreement of the University President for a total leave which shall normally not exceed 24 consecutive months (two years) regardless of the percentage of the leave. Any extension exceeding 24 months total leave shall be reviewed based on the previously stated criteria, as well as whether the extension is in the best interest of the University. Each extension may be for a period of up to twelve months.
- 17.5 Fractional Leaves
- a. Fractional leaves (less than 100%) can be granted to Unit A employees. Probationary faculty may apply for a fractional leave after completion of three probationary years of service and for the purpose of meeting the educational requirements for tenure. Others are granted leaves based upon individual requests.
  - b. When a Unit A employee who has not attained the rank of professor or clinical professor takes a fractional leave of 25% or more for personal reasons, the time the person is employed during the period of the leave will count proportionately toward years in rank. The equivalent of eight months or more of full time employment in any year will count as one year of service for 9- or 10- month employees, and nine months or more for 11- or 12- month employees. Upon return from leave status the employee will be placed in the appropriate year in rank and/or will be credited with the appropriate years of service for promotion.

- c. The time of actual employment during a fractional leave shall be counted proportionately for purposes of determining eligibility for sabbatical leave, Administrative Educational leave or retraining leave if the activity of the leave is for research or professional advancement related to their position at Chicago State University and approved by the President. The equivalent of eight months or more of full time employment in any year will count as one year of service. Upon return from leave status, the employee will be credited with the appropriate years of service.
- 17.6 The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the University President at least three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This extension date requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
- 17.7 Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect non-discretionary increases which the employee would have received if not on leave.
- 17.8 While on leave without salary, an employee shall retain accrued sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.
- 17.9 An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- 17.10 Crediting of Leave Time
- 17.11 Time spent by an employee on a leave without salary for personal reasons shall not be credited for the purpose of determining eligibility for promotion, tenure, sabbatical leave, or Administrative Educational Leave.
- 17.12 Compulsory Leave
- a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the President shall inform the employee in writing of the basis for the 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. The doctor chosen and paid for by the employee must be 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 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, the two doctors, or the relevant professional association or society, shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

- b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the 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 President shall place the employee on compulsory leave. The President shall notify the employee in writing of the duration of the compulsory leave period.
- c. 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.

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. If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor acceptable to the University chosen and paid for by the employee, and other materials relevant to the employee's illness or injury, the President concludes an employee is unable to return to work at the end of a compulsory leave, the 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 5. Termination under these circumstances shall not be considered to be a disciplinary action.

**ARTICLE 18**  
**FACULTY RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

The specifics of each Unit A position may vary based upon the position and status as outlined in this agreement. Unless specified, all Unit A employees follow all paragraphs of Article 18.

18.1 The professional obligation of an employee is composed of both assigned and unassigned duties and activities. An assigned duty or activity will be reflected on an assignment of duties form.

- a. For teaching professionals, teaching, research, advising, or other forms of direct student services shall receive preference over other University activities.
- b. For clinical professionals, teaching and supervising students in a laboratory, clinical, experiential or practicum setting shall receive preference over other University activities.
- c. For research professionals expected to make significant contributions to the research field, research shall receive preference over other University activities. Research faculty may have minimal instructional responsibilities including but not limited to advising research students, teaching seminars and courses, and serving on departmental or college curriculum committees.
- d. For resource professionals, the performance of primary duties takes precedence over other assignments. Some research and service activities may be part of assigned duties as related to the function of the primary duty. Teaching also may be assigned if the function is related to the unit and performance of primary duties.

18.2 Definition of Assigned Obligation

- a. The assigned obligation of a 9-month teaching, clinical, or research professional shall be as follows:
  - (1) 18 to 24 credit units for an academic calendar period of two semesters.
  - (2) Program need followed by approved department rotation plans will determine the summer program course offerings.
  - (3) No faculty member may earn more than 12 months of salary on a pro rata basis.
- b. The assigned obligation of a resource professional shall be as follows:
  - (1) The full time expectations will be expressed as 36 CUEs over a 12 month appointment. A full time assignment shall be performed over a flexible five-day work week. The scheduling of assignments shall be subject to the requirements of Section 18.6, hereafter. Resource Professionals employed less than full time shall have their CUEs expressed on a pro rata basis.

- (2) The assigned obligation of a resource professional will include three professional development days, which will be scheduled at the discretion of the resource professional. A report will be required.
- c. The assigned obligation of research or clinical professionals on 10-, 11-, or 12-month appointments shall be as listed below. Teaching professionals may also be on 10-, 11-, or 12-month appointments with the approval of the Provost.
  - (1) 24 to 30 credit units for an academic calendar of 10 months. A full-time assignment shall cover a period from August 1 through May 30. A clinical professional shall have his/her time expressed in CUEs. Assignments for research professionals are non-CUE based. A full-time assignment shall cover a period from August 1 through May 30 with a flexible five-day work week to meet the needs of the program. Assignments less than full-time shall be made on a pro rata basis.
  - (2) 27 to 33 credit units for an academic calendar of 11 months. A full-time assignment shall cover a period from August 1 through June 30. A clinical professional shall have his/her time expressed in CUEs. Assignments for research professionals are non-CUE based. A full-time assignment shall cover a period from August 1 through June 30 with a flexible five-day work week to meet the needs of the program. Assignments less than full-time shall be made on a pro rata basis.
  - (3) 30 to 36 credit units for an academic calendar of 12 months. A full-time assignment shall cover a period from July 1 through June 30. A clinical professional shall have his/her time expressed in CUEs. Assignments for research professionals are non-CUE based. A full-time assignment shall cover July 1 through June 30 with a flexible five-day work week to meet the needs of the program. Assignments less than full-time shall be made on a pro rata basis.
- d. The obligation of a teaching professional may be assigned in any combination of credit units within the ranges specified. If a teaching professional, clinical/research professional or a resource professional 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. If a teaching professional, clinical/research professional or a resource professional is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.
- e. Up to six credit units may be assigned to a teaching or clinical professional in summer school and shall be compensated at the rate specified in Section 29.6.
- f. The assigned obligation of a teaching professional, clinical/research professional or a resource professional may be on campus, off campus, or some combination thereof.



### 18.3 Assignment of Duties

Unit A professionals have varying assignments based upon the type of position and the guidelines in the collective bargaining agreement. The obligation and duties related to each position may vary based upon the responsibilities each position carries.

- a. The appropriate University Vice President shall develop the forms to be used to record officially assigned duties and the timetable for distribution of credit unit guidelines for teaching professionals, clinical professionals, research professionals and resource professionals, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The appropriate University Vice President will review the forms and timetable with the Union Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by October 15 unless otherwise agreed to by the Union Chapter President and the University President.
- b. A teaching professional, clinical professional, research professional or resource professional may submit a proposal for an assignment for consideration by the employee's Department Chair or unit head. The proposal shall be written and shall be submitted by the date specified in the timetable described in Section 18.3.a. The proposal may include scheduling options, reassigned time, or assignment of specific duties. 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.
- c. A teaching professional, clinical professional, research professional or resource professional shall have an opportunity to discuss an assignment, including unofficial assignments reflected in preliminary course schedules, in advance of an official assignment or any modification of an official assignment except where it is impossible to do so because of leave status or illness of an employee, unexpected staff changes, or changes necessitated by enrollment. If requested in writing by the employee at least one week prior to the issuance of written assignments by the Chair, a personal consultation will be held between the employee and the Chair. A reasonable effort will be made to provide an advance opportunity to discuss an official assignment, or any modification of an official assignment to an employee who is away from campus on University business. The Department Chair shall develop the written assignment of duties and submit it to the appropriate Dean and Vice President for approval.

The obligation of a Research Faculty member shall be determined by the unit head and shall be subject to the consideration of the effective operation of the department and shall reflect a relationship to the funding source's purpose. The unit head shall consider the Research Faculty member's qualifications and the availability of resources in evaluating and assigning activities. At the start of each appointment, they shall have an opportunity to discuss their research agenda and other activities with the unit head. The proposed assignment of duties form should reflect the scope and nature of the assignments. If a Research Faculty member is assigned duties for

only part of a period of appointment, her/his assigned obligation and compensation shall be reduced in proportion to the period of appointment.

A Research Faculty member may request that her/his unit head schedule the employee's primary duties to permit participation in activities such as teaching, professional development, or service. The unit head's approval shall be subject to the consideration of the effective operation of the department and shall not be unreasonably withheld.

d.

(1) A tenured/tenure-track teaching professional or resource professional shall receive her/his official written assignment of duties including any credit units to be awarded by June 1, or at the time of appointment, whichever is later. Clinical and research professionals shall have their assignments within the first 30 calendar days of employment.

(2) If applicable, teaching and clinical professionals (on 9- or 10- month appointments) shall receive an official written assignment of duties for an appointment to perform duties and activities in summer school not included in her/his period of appointment, including the credit units to be awarded, at least 30 calendar days in advance of the assignment. Nothing shall prevent the University from continuing to offer classes for registration for which firm contracts have not been issued, provided that no more than 10 percent of the class sections in the initial summer schedule can be so offered. If these additional classes are actually held during summer school, they will be staffed in accordance with department rotation plans, as provided in Section 18.8.

(3) An employee shall be given an opportunity to discuss any modification of the official written assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in credit units, as soon as possible.

e. If, during her/his period of appointment, a significant modification occurs in a teaching professional's, clinical professional's or resource professional's assigned primary duties, she/he shall receive a modification of her/his official assignment, including the credit units awarded for such assigned primary duties.

#### 18.4 Credit Unit Equivalencies

a. The University credit unit equivalency guidelines in Appendix F, in effect on the date this Agreement was ratified, shall continue in effect through August 15, 2022 for teaching professionals, resource professionals, and clinical professionals. Research professionals' assignments are an expression of the time and effort required to perform the duties of the position and are recorded on an assignment of duties form.

- b. Except as provided in Section 18.4.c below, the credit unit equivalency referred to in Section 18.4.a above shall be computed by addition of the credit hours assigned by the University to the courses assigned to a teaching professional. Credit unit equivalencies for Resource Professionals are an expression of the effort and time required to perform the duties of the position.
- c.
  - (1) The appropriate University Vice President may assign employees to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, University service, supervision, public service, or service as a department student advisor. Such CUE-bearing duties shall be reflected on the employee's revised Assignment of Duties forms.
  - (2) The appropriate University Vice President may adjust the credit unit value of courses or activities in which the contact hours and credit hours are not equivalent. The appropriate University Vice President may also adjust the credit unit value of courses or activities based on the number of students or based on the location of the course or activity. Courses offered on an independent study or tutorial basis may be given a credit unit value lower than the number of credit hours, as specified in University credit unit guidelines.
  - (3) Credit units shall be specified by the appropriate University Vice President for activities assigned or adjustments made pursuant to this Section. The credit unit value shall be counted toward fulfillment of the obligation specified in Section 18.2 above.
  - (4) The appropriate University Vice President may grant credit units for voluntary and elected University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Section 18.2 above.
  - (5) If, as part of the assigned obligation, an employee is assigned to work on an externally funded grant or contract, the employee may request the appropriate University Vice President to exclude such work from the employee's assigned obligation specified in Sections 18.2. The appropriate University Vice President shall review each request for exclusion individually. If the work is not excluded, the appropriate University Vice President shall determine the value of such work in terms of credit units.
  - (6) A report of credit unit equivalencies assigned to bargaining unit employees shall be provided to the Union Chapter President on an annual basis.

## 18.5 Overload

- a. A teaching professional, clinical professional or a resource professional may be requested or assigned, if teaching or primary duty needs exist which cannot be met through voluntary acceptance, to perform duties in excess of the top of the relevant

credit unit range specified in Sections 18.2 above, or in excess of six credit units if she/he has an appointment to perform duties in a summer school. Excess units under this Section shall be compensated at the rate specified in Section 29.10. Assignment of involuntary teaching or performance of primary duty overload shall not exceed one three credit unit course per academic term for teaching/clinical professionals or three CUEs per academic year for resource professionals.

No more than 36 CUEs may be assigned over a 9 month period, 40 CUEs over a 10 month period, 44 CUEs over an 11 month period or 48 CUEs over a 12 month period. However, an assignment in excess of these upper limits may be made for program need. The Dean and Provost must submit a recommendation in support of the assignment to the President, who shall consult with the Union Chapter President prior to granting approval for the assignment.

b.

- (1) If a teaching professional, clinical professional or a resource professional is absent from her/his duties, another employee may be requested or assigned to perform the absent teaching professional's, clinical professional's or resource professional's duties. Except as specified in Section 18.5.b.(2) below, the assignment shall be without compensation.
- (2) If the assignment is in excess of the top of the relevant credit unit range specified in Section 18.2 above, or in excess of six credit units in a summer school 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 professional), the teaching professional, clinical professional or resource professional shall receive compensation prorated for the period of assignment as specified in Section 29.10, beginning with the third week of the assignment.

#### 18.6 Scheduling of Assignments for Resource Professionals

- a. Assignments of scheduled activities for a resource professional shall be determined by the unit head and shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the resource professional's total assignment of primary duties. The unit head may require equal participation by all resource professionals in certain scheduled activities. The unit head shall consider the availability of resources in evaluating and assigning activities.
- b. A resource professional may request that her/his unit head schedule the resource professional's primary duties to permit participation in activities such as research/creative activity, professional development, or service. The unit head's approval shall be subject to the consideration of the effective operation of the department and shall not be unreasonably withheld.

## 18.7 Faculty Accessibility

Faculty interaction with individual students, other faculty, and University staff is recognized as essential in a successful learning environment. To provide individual student access to faculty, each teaching/clinical professional shall maintain a schedule of at least four office hours per calendar week spread over at least three days or a schedule of at least five office hours per calendar week spread over at least two days. Each research professional should also schedule office hours when students and colleagues can have access. Clinical/research professionals whose assignments are primarily off-campus can schedule their required office hours at the off-campus site. Office hours for all employees shall be scheduled to allow reasonable access and shall be posted. If necessary, and with reasonable notice, faculty are expected to be accessible to meet students, other faculty, and staff on days and times other than those of posted office hours and scheduled classes. In the event that a faculty member has a combined schedule of on-campus and online classes, the faculty member is expected to maintain two scheduled office hours on campus and two scheduled office hours online. Additionally, for hybrid classes the faculty member shall be available to meet with the students on-campus for at least two hours, at least three times per term; such meetings may be on the days when the class meets face-to-face. A faculty member who is teaching entirely online during a given term shall maintain a schedule of at least four online office hours per calendar week spread over at least three days or at least five online office hours per calendar week spread over at least two days. Phone availability and email availability are not replacements for scheduled office hours.

## 18.8 Summer Session Appointments (for Tenured/Tenure-Track employees and Clinical Professionals on 9- or 10-month appointments)

- a. Each academic year, the appropriate University Vice President shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.
- b.
  - (1) A department's rotation plan shall include tenured/tenure-track employees and clinical professionals and will be used to determine which, if any, department employees will be offered departmental summer session employment. Employees on terminal contracts will not be eligible for summer session employment.
  - (2) Program needs shall supersede a department's rotation plan in determining which, if any, department employees will be offered departmental summer session appointments. Except for special program needs, department employees shall be given priority in the award of summer session employment.
  - (3) A department rotation plan shall ensure that tenured/tenure-track employees and clinical professionals on 9- or 10- month appointments in the department

have equal access to departmental summer session employment during a summer session, except as limited by Section 18.8.b.(4) below.

- (4) Tenured/tenure-track employees and clinical professionals shall be given priority over Lecturers in the award of summer session appointments, except that a full-time Lecturer who is replacing a tenured/tenure-track or clinical faculty member on leave may hold a Lecturer's appointment for the tenured/tenure-track or clinical faculty member's full period of appointment.
  - (5) Tenured/Tenure-track employees and clinical professionals on 10-, 11- or 12-month appointments may have summer assignments as part of their regular assignments based upon programmatic need and or specialization. Research faculty also may have summer appointments as part of their regular assignments based upon programmatic need or specialization.
- c. After review of the summer session rotation plans, the appropriate University Vice President will consult with the Union Chapter President regarding guidelines for use by departments in reviewing existing rotation systems. The guidelines will be sent to each department by October 15.
  - d. By November 1 of each calendar year, each Department Chair, after consultation with department employees, shall submit the changes in the department's rotation roster to the appropriate Dean and University Vice President for approval. The appropriate University Vice President shall review all rosters to ensure their consistency with University guidelines and shall review all rosters to ensure that department employees have equal access to department assignments during a summer session. If an employee has a summer session assignment which is not assigned through the employee's department or which results from an externally funded grant or contract which the employee has obtained, the assignment shall not affect the employee's position on her/his rotation roster. By December 15, the appropriate University Vice President shall provide to the Department Chair, with copies to all department employees, a written statement which: (1) approves the department's rotation roster or (2) disapproves the department's rotation roster in whole or in part. In the event of disapproval in whole or in part, the statement will contain the reasons for disapproval and any suggestions for modifications of the roster. If a department has no approved rotation roster by February 1, the appropriate University Vice President, after consultation with the Union Chapter President, shall establish a rotation roster for the department. The department rotation plan shall remain in effect for the duration of this Contract.
  - e. A copy of the approved department rotation plan and roster shall be provided to each department employee as specified in the University timetable. Each employee who desires a summer session appointment shall notify her/his Department Chair by the date specified in the University timetable.
  - f. An employee who receives a summer session assignment shall receive a firm contract for the appointment by no later than 30 calendar days prior to the date the

appointment is to begin. An additional or an alternate assignment of equivalent credit units may be made in response to program needs.

18.9 The reasonableness of an official assignment or modification under Section 18.2 above, the specification of a credit unit value under Section 18.4.b above, an assignment of excess duties under Section 18.5 above, or an assignment under Section 18.6 above, shall be subject to Article 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

#### 18.10 Outside Employment

- a. Instructors must obtain the express written approval of the President prior to the acceptance of outside employment involving research or consulting services to non-governmental agencies, in accordance with the University Faculty Research and Consulting Act (110 ILCS 100/0.01 *et seq.*, effective September 16, 1969, and as revised in 1976); including the submission of an annual report stating the actual amount of time spent on such activity. (See Appendix D).
- b. Employment or services provided outside of those activities supported by University funds shall not encroach upon the employee's primary responsibilities and obligations to the employer. An employee's performance of professional obligations to the University as specified in Section 18.2 shall be given priority over any outside employment. Chairs or other administrators shall not consider outside employment for scheduling purposes. Violations of the Chicago State University Board of Trustees Regulations regarding outside employment shall be subject to Article 5 of this Contract.
- c. 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.
- d. If a full-time faculty member proposes to accept or continue full-time outside employment while at the same time retaining a full-time position at Chicago State University, he/she must submit justification for the feasibility of such dual employment to the University President. The University President shall retain the right to deny permission for such dual employment. If that permission is denied, the University President will provide the justification for that denial. If permission is denied, and the faculty member decided to accept or continue a full-time outside position, he/she will resign his/her position at Chicago State University. An employee's duty of disclosure is ongoing throughout his or her employment relationship with the University.

#### 18.11 Course Cancellations

Courses will only be canceled after regular registration. In the case of course cancellations or reassignment, during the academic year or the summer session, employees shall receive \$100.00 compensation per class meeting for any classes held.

**ARTICLE 19**  
**EVALUATION AND EVALUATION CRITERIA**

19.1 Purpose of Evaluation

The Board and the University President are responsible for evaluating the performance of all employees. The purposes of evaluation are to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, and to improve employee performance. Additionally, it shall provide a basis for the University President and the Board to make decisions, as appropriate, concerning retention, reappointment, multi-year assignment, promotion, or tenure. Employees are responsible for knowing, meeting, and demonstrating that they have met the criteria required for retention, promotion, or tenure or for academic rewards, such as PAI or paid leaves. The requirements increase with each advancement. Each employee seeking retention, reappointment, multi-year assignment, promotion, tenure, or PAI will be required to meet the standards as articulated in the Departmental Application of Criteria (DAC), which may include publication in academic journals, evidence of research, membership or leadership in discipline-based organizations, and developing or co-developing funded grants or activities. The minimum criteria for each employee classification and type shall be covered in the DAC. An employee who has submitted a resignation or has received a terminal contract shall not be eligible to apply for retention, reappointment, promotion or tenure.

19.2 Evaluation Schedule

In each academic year, the appropriate University Vice President shall prepare a schedule of evaluation for retention, promotion, and tenure. A copy of the schedule shall be provided to each employee and the Union Chapter President by October 15.

19.3 Evaluation Criteria and Their Application

Evaluation of an employee's effectiveness shall be based on consideration of the employee's professional responsibilities and type and/or nature of the appointment. Evaluations shall be done in accordance with the terms of this Contract. A seven-degree scale shall evaluate the candidate's performance. The units are called, from lowest to highest, *Appropriate*, *Satisfactory*, *Highly Satisfactory*, *Effective*, *Highly Effective*, *Significant*, and *Superior*. A performance standard is the scale unit required for retention, reappointment, multi-year appointment, promotion, or tenure in an evaluation period, to be defined by the Departmental Application of Criteria (see Section 19.3.e.(1)).

a. Evaluation Criteria – Tenured/Tenure Track Faculty

(1) Areas of Evaluation

The degree of effectiveness of performance of each tenured/tenure-track faculty member being considered for retention, promotion, or tenure will be evaluated in the areas of teaching/performance of primary duties,



research/creative activity, and service. Teaching/performance of primary duties is considered the most important of the three areas of evaluation.

(2) Performance

(a) The performance standards listed below will be used to reach judgments about the degree of effectiveness of a tenured/tenure-track faculty member's performance. In retention and promotion evaluations, the performance standards will be used to judge an employee's performance during the entire evaluation period. The evaluation period for retention shall be the period since the beginning of the employee's last evaluation for retention, with the exception that employees in their second year of employment in the bargaining unit shall have their entire period of employment evaluated. In tenure evaluations, the performance standards will be used to judge whether an employee's performance has reached the required degree of effectiveness by the end of the evaluation period.

a.1. For retention in probationary year one: satisfactory teaching/performance of primary duties; appropriate research/creative activity; and appropriate service during the entire evaluation period.

a.2. For retention in probationary year two: satisfactory teaching/performance of primary duties; satisfactory research/creative activity; and satisfactory service during the entire evaluation period.

a.3. For retention in probationary year three: effective teaching/performance of primary duties; highly satisfactory research/creative activity; and highly satisfactory service during the entire evaluation period.

a.4. For retention in probationary year four: highly effective teaching/performance of primary duties; effective research/creative activity; and effective service during the entire evaluation period.

a.5. For retention in probationary year five: significant teaching/performance of primary duties; highly effective research/creative activity; and highly effective service during the entire evaluation period.

a.6. For tenure: superior teaching/performance of primary duties; significant research/creative activity; and significant service by the end of the evaluation period.

a.7. For promotion:

- i. to assistant professor: highly effective teaching/performance of primary duties; satisfactory research/creative activity; and satisfactory service, in each area as examined in the aggregate, that is taken as a whole, through the evaluation period.
- ii. to associate professor: superior teaching/performance of primary duties; significant research/creative activity; and significant service, in each area as examined in the aggregate, that is taken as a whole, through the evaluation period.
- iii. to professor: superior teaching/performance of primary duties; superior research/creative activity; and superior service, in each area as examined in the aggregate, that is taken as a whole, through the evaluation period.

(b) Exception: an eligible employee who applies for consideration for tenure or promotion on the basis of exceptional performance must meet the relevant University evaluation criteria described above in Sections 19.3.a.(2)(a)a.6 or a.7. In addition, the employee must show evidence of exceptional performance beyond that otherwise required in two of the three areas of evaluation.

b. Evaluation Criteria — Clinical Faculty

(1) Areas of Evaluation

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

(2) Performance

(a) The performance standards listed below will be used to reach judgments about the degree of effectiveness of a clinical faculty member's performance. In reappointment, multiple-year appointments and promotion evaluations, the performance standards will be used to judge an employee's performance during the entire evaluation period. The evaluation period for reappointment shall be the period since the beginning of the employee's last evaluation.

a.1. For reappointment in probationary/clinical year one: satisfactory teaching/performance of primary duties; appropriate

research/creative activity; and appropriate service during the entire evaluation period.

a.2. For reappointment in probationary/clinical year two: satisfactory teaching/performance of primary duties; satisfactory research/creative activity; and satisfactory service during the entire evaluation period.

a.3. For reappointment in probationary/clinical year three: effective teaching/performance of primary duties; highly satisfactory research/creative activity; and highly satisfactory service during the entire evaluation period.

a.4. For reappointment in probationary/clinical year four: highly effective teaching/performance of primary duties; effective research/creative activity; and effective service during the entire evaluation period.

a.5. For reappointment in probationary/clinical year five: significant teaching/performance of primary duties; highly effective research/creative activity; and highly effective service during the entire evaluation period.

a.6. For annual reappointment in clinical year six and beyond: effective teaching/performance of primary duties; effective research/creative activity; and effective service during the entire evaluation period.

a.7. For eligibility for three-year renewable clinical appointments: superior teaching/performance of primary duties, significant research/creative activity or service and highly effective in the remaining area.

a.8. For maintaining three-year renewable clinical appointments: highly effective teaching/performance of primary duties, highly effective research/creative activity, and highly effective service.

a.9. For promotion:

- i. to clinical associate professor: superior teaching/performance of primary duties; significant research/creative activity; and significant service, in each area as examined in the aggregate, that is taken as a whole, through the evaluation period.
- ii. to clinical professor: superior teaching/performance of primary duties; superior research/creative activity; and superior service, in

each area as examined in the aggregate, that is taken as a whole, through the evaluation period.

- (3) If a clinical professional on a three-year appointment fails to achieve “highly effective” evaluations as defined above, the multi-year appointment will be voided and the reappointment term would return to annual. The clinical professional may then reapply for a three-year contract as stated in 18.3.(b).(2) above.
- (4) A clinical professional on a three-year appointment or on an annual appointment must achieve a minimum level of “satisfactory” performance as defined above to continue being employed as a clinical professional.

c. Evaluation Criteria — Research Faculty

- (1) Research professor appointments are for individuals employed on research projects funded by external grants and contracts whose primary responsibility is to contribute to the research mission of the University. The following titles are used for experienced, independent researchers who have qualifications comparable to those expected of the tenurable ranks; the appointee is expected to make significant contributions to the research field: Term Professor, Assistant Research Professor, Associate Research Professor, and Research Professor.
- (2) Research Faculty may be hired and assigned any of the above titles, provided they meet the Chicago State University criteria for the proposed rank, or they hold the same rank at another university. The instructional unit recommending the appointee will also recommend criteria according to the Department Application of Criteria for promotion and reappointment of the faculty member. The Provost will assign the initial designated rank and reappointment and promotion criteria for appointees, and these will be listed in their hiring letter.
  - (a) The degree of effectiveness of performance of each employee being considered for reappointment or promotion will be evaluated in the areas of research activity and possibly teaching/performance of primary duties and service as defined by the appointment and work assignments.
  - (b) The performance standards for continued annual appointments is defined as “highly effective” annually during the first three years by the Department Application of Criteria for all activities reported in the appointment.
  - (c) After three years, it is expected that research faculty will demonstrate performance at the “significant” level in every year thereafter for continued annual appointments.

(d) For promotion:

- a.1. to Research Assistant Professor: highly effective research/creative activities; highly effective teaching/performance of primary duties and/or highly effective service, as examined in the aggregate as appropriate, that is taken as a whole, through the evaluation period.
- a.2. to Research Associate Professor: significant research/creative activities; significant teaching/performance of primary duties and/or significant service, as examined in the aggregate as appropriate, that is taken as a whole, through the evaluation period.
- a.3. to Research Professor: superior research/creative activities; superior teaching/performance of primary duties and and/or significant service, as examined in the aggregate as appropriate, that is taken as a whole, through the evaluation period.

(3) The annual evaluation procedure for Research Faculty not being considered for promotion is a process to demonstrate areas of strength by the faculty member and to identify areas in which to improve performance. The evaluation shall consist of the review by the Department Chair or Director of the required material and other professionally-related materials, including work in progress done since the last evaluation.

The evaluation shall include:

- (a) Required student course evaluations, if applicable;
- (b) Materials submitted by the employee to substantiate performance in research;
- (c) Materials demonstrating engagement in other assigned duties; and
- (d) Materials in the employee's personnel file.

Following review of the documents, the Department Chair shall write a brief evaluation statement and send it to the Dean for review. A copy of the evaluation statement shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the personnel file. After the review, the Dean will forward her/his recommendation to the Provost.

d. Areas of Consideration in Evaluating Effectiveness of Performance

- (1) Evaluation of an employee's teaching/performance of primary duties will include consideration of the employee's effectiveness in her/his: execution of assigned responsibilities; command of the subject matter or discipline; oral English proficiency as mandated by Illinois statute; ability to

organize, analyze and present knowledge or material; ability to encourage and interest students in the learning process; and in student advisement, counseling and direction of individual activities.

- (2) Evaluation of the effectiveness of an employee's research/creative activity will include consideration of: the quality and quantity of research/creative activity; contributions to the employee's discipline or field; extent and nature of national, state, or local recognition of research/creative activity; and nature of research presentations at professional conferences.
- (3) Evaluation of the effectiveness of an employee's unit, college, university, community or professional service will include consideration of: extent and nature of leadership; degree of participation; quality and length of service; extent and nature of participation in professional organizations, except for presentations at professional conferences (see above, Section 19.3.d.(2)); extent and nature of national, state, or local recognition of service; and the relationship of the service to the employee's assigned responsibilities and to the University. Service activities for which an employee receives compensation will not be included for consideration.

e. Departmental Application of Criteria

- (1) Each department shall have a statement of Departmental Application of Criteria, describing what materials and methods will be used in evaluating performance of employees eligible for retention, promotion, tenure or professional advancement increases (where applicable). The DAC will also describe the criteria recognizing exceptionalty for promotion and tenure for employees in the department (where applicable). The Departmental Application of Criteria will contain:
  - (a) Categories of materials and activities appropriate for the department to use for the three areas of evaluation and the relative importance of these materials and activities; and
  - (b) A general statement of the methods to be used for evaluation of teaching/performance of primary duties including classroom or clinical site visitation by the Department Chair and peers; and
  - (c) A general statement of the methods to be used for evaluation of research/creative activity and service for teaching professionals, resource professionals, clinical professionals, and research professionals; and
  - (d) The relative emphasis to be given to teaching/performance of primary duties, research/creative activity and service; and
  - (e) Evaluation criteria pertaining to Lecturers.

- (f) If applicable, a separate section for the evaluation criteria pertaining to Unit B clinical faculty for teaching/performance of primary duties, research/creative activity, and service; and
  - (g) If applicable, a separate section for the evaluation criteria pertaining to research professionals for teaching and/or performance of primary duties, research/creative activity, and service.
  - (h) Qualifications for peer evaluators.
- (2) By 180 calendar days from the date of approval of this *Contract* by the Board of Trustees, bargaining unit members within each department shall develop and submit, through the Department Chair, to the University President for approval the department's proposed document for the Departmental Application of Criteria (DAC). Full time Lecturers will have input in developing sections that pertain to the evaluation of Lecturers. Research professionals and Clinical Faculty will have input in developing sections that pertain to the evaluation of those employees. All bargaining unit faculty who are eligible to vote on the DAC, according to each department's by-laws, shall be given reasonable notice and an opportunity to vote on the proposed DAC.
  - (3) By no later than 90 calendar days following submission of the Department Application of Criteria, the University President shall review proposed statements of Departmental Application of Criteria and shall notify the Department Chair and the department employees in writing of her/his approval or disapproval. If the University President does not approve proposed statements of Departmental Application of Criteria either in whole or in part, she/he shall provide a written statement to the Department Chair and each department employee of the basis for her/his disapproval with any suggested additions, deletions, or modifications of the proposed statement. Approval of the DAC will not be unreasonably withheld. If a department has no approved statement of Departmental Application of Criteria, the University President, after consultation with the Union Chapter President, shall establish a statement of Departmental Application of Criteria for the department.
  - (4) The approved statement of Departmental Application of Criteria shall become effective July 1, 2021 for 12-month faculty members, August 16, 2021 for all other members and shall remain in effect for the duration of this Contract.
  - (5) All department employees and the Union Chapter President shall receive a copy of the approved statement of Departmental Application of Criteria within 15 calendar days of approval.

## 19.4 Evaluation Procedures

- a. All evaluations of employees for retention, reappointment, multiple-year appointments, promotion, professional advancement increase or tenure shall be in the areas of evaluation specified in Section 19.3.a.(1), 19.3.b.(1), or 19.3.c, and based on the consideration in Section 19.3.d as specified in the approved statement of Departmental Application of Criteria described in Section 19.3.e, on the applicable performance standard in Section 19.3, and on the materials referred to in Section 19.4.d below.
- b. Each academic term, all of an instructor's students, except those enrolled in practica, tutorials, independent study courses, and other such courses shall have the opportunity to evaluate their instructor's teaching effectiveness in accordance with methods and procedures specified in the approved statement of Departmental Application of Criteria. All official student evaluations remain the property of the University.
- c. Annual Evaluation of Tenured Employees
  - (1) The annual evaluation for tenured employees not being considered for promotion or PAI is a process to evaluate each faculty member's work performance and accomplishments. The evaluation shall consist of the review by the Department Chair/Director of the required material and other professionally-related materials, including work in progress done since the last evaluation. Faculty will be evaluated in the areas of teaching, research, and service using the standards of Exemplary and Adequate as specified in each Departmental Application of Criteria.

The evaluation shall include:

- (a) Required student course evaluations;
- (b) Materials submitted by the employee to substantiate performance in each of the areas of teaching/primary duties, research/creative activity and service; and
- (c) Materials in the employee's personnel file.
- (d) Beginning Spring 2021 and continuing thereafter, the evaluation materials will be submitted to follow a biennial pattern: Year 1 (beginning Spring 2021), a summary of work in each area (teaching-performance of primary duties/research-creative activity/service), specifically referencing the requirements of the departmental application of criteria, and following 19.4.c.1.b; and Year 2 (beginning Spring 2022), a portfolio with complete documentation to substantiate performance under 19.4.c.1.b. In either year, the Department Chair/Director and Dean may request additional documentation.



- (2) Following review of the documents, the Department Chair shall write a brief evaluation statement and send it to the Dean for review. A copy of the evaluation statement shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the personnel file. After the review, the Dean will forward her/his recommendation to the Provost.
- (3) Failure to meet the Adequate standard for two consecutive years in any given area shall trigger a one-year appraisal and professional development process, as developed by the Professional Development Mentoring Committee. The process under this Article will start during the 2012-2013 academic year, with the first appraisal/faculty development process not starting until after the 2013-2014 evaluations are completed. The Committee shall be formed of a total of seven members. There shall be three Administration-appointed and three UPI-appointed members who shall jointly choose an additional member, and this committee of seven will select the Chairperson. This Committee shall meet regularly to develop a mentoring process to assist any tenured faculty member who fails to meet the Adequate standard as described above. This Committee shall draft language describing the process in detail, including a procedure for identifying mentors and for determining appropriate benchmarks for assessing development. This Committee will identify the policy and procedures for this process. They will include:
  - (a) Identification and development of the appropriate resources;
  - (b) Development of the mentoring process and identification of the mentors; and
  - (c) Determination of appropriate benchmarks and evaluation process for assessing development.

This Committee will be formed as soon as the CSU/UPI Contract is ratified. The policies and procedures developed by the Professional Development Mentoring Committee shall be formalized as a memorandum of understanding (MOU) and implementation shall begin for Fall, 2012.

- (4) If a faculty member fails to participate in the development and implementation of a Professional Development Plan (third year) and does not meet the Adequate standard in the area under review in the following year (fourth year), a sanction up to and including termination may be initiated following the procedures in Article 5.
- d. Evaluation Portfolio for Retention, Reappointment, Multiple-Year Appointments, Promotion, PAI, and Tenure

- (1) By a date to be specified in the University Personnel Action timetable, each employee who is to be evaluated for retention, reappointment, multiple-year appointments, promotion, PAI, or tenure shall submit an evaluation portfolio(s) containing evaluation materials in accordance with the Departmental Application of Criteria. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance standards specified in Section 19.3.a.(2), 19.3.b.(2), or 19.3.c. The employee is responsible for developing a detailed table of contents of the portfolio following the guidelines developed by the appropriate Vice President so adequate security of the contents is provided. Additionally, a separate section will be designated for the inclusion of materials which may be inserted by evaluators in accordance with Sections 19.4.d.(4) and 19.4.d.(5).
- (2) Materials used in the process of evaluation of an employee shall include materials in the evaluation portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment. Documentation of program needs may be used where program needs are the basis of a non-retention recommendation or decision.
- (3) After the beginning of the evaluation process, the employee may not add materials to the portfolio unless additional documentation has been requested by the Department Personnel Committee (if applicable), the Department Chair, Dean, University Personnel Committee, appropriate University Vice President or President, or unless the material is submitted in response to an evaluator's placement of materials or written statements in the employee's evaluation portfolio or personnel file after the beginning of the evaluation process, or unless the material was not available prior to the beginning of the evaluation process.
- (4) After the beginning of the evaluation process, an evaluator may not add materials to the employee's personnel file, unless the material was not available prior to the beginning of the evaluation process. Exception: an evaluator may add to an employee's evaluation portfolio (a) copy(ies) of materials which were in the employee's personnel file prior to the beginning of the evaluation process 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 shall also be added to the evaluation portfolio.
- (5) If an evaluator adds materials to an employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such materials shall be provided to the employee and the employee shall, upon request, be provided an opportunity to review and respond to the materials before the completion of that step of the evaluation process. Such an

opportunity shall not delay that step of the process more than three calendar days beyond the date specified in the university timetable, unless an extension is agreed to by the appropriate University Vice President and the Union 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.

- (6) A copy of the evaluation recommendation made at each step of the evaluation process shall be added to the portfolio. If an employee has requested reconsideration of a negative recommendation by a Department Personnel Committee (if applicable), Department Chair, Dean, or the University Personnel Committee, a copy of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of any written evaluation placed in an employee's evaluation portfolio or personnel file shall be provided to the employee.
- (7) The evaluation portfolio shall be made available for pickup by the employee within 30 working days after the employee receives the final notification, except when a grievance has been filed or a negative decision or negative tenure recommendation has been issued by the President, in which case a copy of the evaluation portfolio shall be made available at the employee's request for pickup by the employee prior to the initial mediation meeting, as described in 6.9.a.(2).

e. Evaluation Committees

- (1) Each department shall have a Personnel Committee composed of and elected by department bargaining Unit A teaching, resource, and clinical employees. The sole purpose of the Department Personnel Committee shall be to provide recommendations to the Department Chair concerning retention, reappointments, multiple-year appointments, promotion, PAI, or tenure of department employees, unless provided elsewhere in this Contract. If a department fails to elect a Personnel Committee, or if a Department Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, reappointments, multiple-year appointments, promotion, PAI, or tenure of department employees.
- (2) The University shall have a University Personnel Committee composed of tenured faculty and elected by University bargaining unit employees. If fewer than 50% of the faculty in a college are tenured, then a non-tenured employee may be elected to represent that college. The purpose of the University Personnel Committee shall be to provide recommendations to the appropriate University Vice President concerning retention, reappointments, multiple-year appointments, promotion, PAI, or tenure of University employees, unless provided elsewhere in this Contract.

- (a) The University Personnel Committee shall be composed of no more than eleven faculty members.
- (b) Each college shall have at least one representative on the University Personnel Committee.
- (c) One member of the University Personnel Committee shall be elected by and from resource professionals.
- (d) Terms on the University Personnel Committee shall be three years, and shall be staggered.
- (e) Election of the University Personnel Committee shall be conducted by the Faculty Senate.
- (f) If a University Personnel Committee is not elected, or if a University Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, reappointments, multiple-year appointments, promotion, PAI, or tenure of University employees.

f. Multi-Department Assignments

- (1) No employee shall be evaluated for retention, promotion, PAI, or tenure by more than one department. The evaluating department shall be specified at the time of appointment.
- (2) An employee whose total assigned obligation during an academic calendar period or period of appointment, including any overload assignment, includes assigned duties outside the evaluating department shall submit evaluation materials relevant to those duties. Evaluation materials may include documentation of research/creative activity or service.
- (3) When an employee who has assigned duties outside the evaluating department has submitted evaluation materials relevant to those duties, the evaluators' consideration of the materials will be commensurate with the employee's assignment outside the evaluating department during the total evaluation period.
- (4) Evaluators will use the approved statement of Departmental Application of Criteria of the evaluating department in evaluating materials relating to assignments outside of the department. If the statement of Departmental Application of Criteria of the evaluating department does not contain such materials, they shall be evaluated by use of the approved statement of Departmental Application of Criteria of the department in which the duties were performed or, if no such statement exists, by use of the official written assignment of duties.

## 19.5 Professional Advancement Increase

- a. Any employee shall be eligible for consideration for a professional advancement increase if the employee has completed at least five years of service at the University at the rank of Professor or Clinical Professor and has submitted annual evaluation material in accordance with 19.4.c in each of the previous five years.
- b. Faculty who had received a Professional Advancement Increase are not eligible to apply until the fifth year after notification of the previous award. For example:

AY 2018-2019	application (fall 2018) and notification of PAI award (spring 2019)
AY 2019-2020	is the first year after
AY 2020-2021	is the second year after
AY 2021-2022	is the third year after
AY 2022-2023	is the fourth year after
AY 2023-2024	is the fifth year after (the first year of eligibility to request another PAI); materials submitted would cover the five years from AY 2018-2019 through AY 2022-2023.
- c. An eligible employee may submit an evaluation portfolio in accordance with the University timetable. Evaluation recommendations will be made by the Department Chair, Department Personnel Committee, Dean, and University Personnel Committee, and forwarded to the University President as required in the regular evaluation process for tenure or promotion. The performance standards necessary for a professional advancement increase are as follows:

The eligible employee must demonstrate superior teaching/performance of primary duties; either superior research/creative activity; or superior service and significant performance in the remaining area. Each area shall be examined in the aggregate, that is, taken as a whole, through the last five years prior to this evaluation. All professional advancement increases shall be added to the employee's base monthly salary and shall be recurring.

## 19.6 Effect of FMLA Leaves on Tenure and Retention Application Dates

A faculty member who has an approved FMLA leave during their probationary period and is absent for 12 weeks or more during a given evaluation period because of the FMLA leave, may request a one year extension of a retention application date and/or a tenure application date. A faculty member choosing to exercise this option must submit this request in writing to the Department Chairperson and University Contract Administrator at the time the leave is requested. The President will approve or deny the request within one month of the request being made. Faculty members who subsequently choose not to have a one year extension must submit this request in writing within one month following the return from such leave. A faculty member who has received a probationary period extension will be held to the same DAC standard to which other probationary faculty members without such an extension are held. A faculty member may request a maximum of two one year extensions, in accordance with the conditions of this section, during their probationary period.

## **ARTICLE 20 RETENTION**

### 20.1

- a. There shall be an annual evaluation of each tenure-track probationary employee and each clinical/research professional employee for the purpose of making a decision concerning the retention or reappointment of the employee. The evaluation period of retention shall be the period since the beginning of the employee's last evaluation for retention except for employees in their second year of employment, as provided in Section 19.3.a.(2), 19.3.b.(2), or 19.3.c.
- b. The university timetable, distributed to all faculty, will include appropriate deadline dates by which retention portfolios shall be submitted by the employee to the applicable Department Personnel Committee. Upon the written request of the employee or the Department Chair, the appropriate University Vice President may extend the deadline for submission of the portfolio.
- c. The evaluation process for retention or reappointment shall be initiated by the employee in accordance with Section 19.4. All probationary employees are required to submit evaluation portfolios for retention or for tenure.
- d. No employee shall be evaluated for retention until she/he has completed one full academic term of service at the University.

20.2 The initial recommendation regarding retention or reappointment of an employee shall originate in the employee's department.

20.3 The Department Personnel Committee shall submit a written retention recommendation for each probationary employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment.

The DPC shall submit a written reappointment or multiple-year appointment recommendation for each clinical professional to the Department Chair. For clinical employees the written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-reappointment only in the first three years of employment for Clinical Faculty.

For research professionals the DPC's reappointment recommendation shall be supported with written reasons based upon the evaluation criteria outlined in the hiring letter, application of criteria, and materials as specified in Section 19.3 or, as applicable, program needs.

- 20.4 The Department Chair shall prepare a written retention recommendation for each tenure-track probationary employee, a written reappointment or multiple-year appointment recommendation for each clinical faculty member, and a written retention recommendation for each research faculty member. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-retention or non-reappointment only in the first three years of employment. The Department Chair shall provide each employee considered for retention, reappointment, or multiple-year appointment with a copy of her/his recommendation and reasons and the recommendation and reasons of the Department Personnel Committee. The Department Chair shall make the written recommendation available to the employee in the department office by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the department office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Chair.) Within three working days of the official receipt of the recommendation and reasons, an employee may submit a written request to the Department Chair for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or the Department Chair.
- 20.5 The evaluation portfolio, retention, reappointment or multiple-year appointment recommendations and reasons of the Department Chair and Department Personnel Committee shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written retention, reappointment or multiple-year appointment recommendation for each probationary employee, clinical professional, or research professional to the appropriate University Vice President. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria and material as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-retention or non-reappointment only in the first three years of employment. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his retention, reappointment or multiple-year appointment recommendation, with supporting reasons in the event of negative recommendation, to the employee being evaluated. The Dean/Director shall make the written recommendation available to the employee in the Dean/Director's office by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Dean/Director's office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Dean/Director.) Within three working days of the official receipt of the recommendation and reasons, when an employee alleges that procedural errors have taken place, an employee may submit a written request to the Dean for reconsideration of a negative recommendation. The request shall be granted, and the Dean shall provide the employee with a written statement of the result of the reconsideration. The annual review process for the clinical and research professionals

ends with the Dean's submission to the University Vice President, who will review the recommendations and notifies the employee of her/his continued employment status.

- 20.6 The appropriate University Vice President shall present the tenure-track faculty member's evaluation portfolio and all retention recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the appropriate University Vice President. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment. A copy of the University Personnel Committee recommendation, with supporting reasons, shall be provided to the employee. The University Personnel Committee Chair shall make the written recommendation available to the employee in the Office of Academic Affairs by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Office of Academic Affairs verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Provost.) If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of the official receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of reconsideration.
- 20.7 The appropriate University Vice President shall review with the University President the evaluation portfolios and all retention recommendations and supporting reasons submitted for probationary employees. The University President shall provide each probationary employee considered for retention with a written decision. If the decision is negative, the University President shall provide the employee with a statement of reasons for the decision based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, program needs. Program needs may be used as a reason for non-retention only in the first three years of employment.
- 20.8 Written notice that a probationary appointment or clinical/research appointment will not be renewed will be given to an employee by the University President as follows. For those employees employed in a bargaining unit position:
- a. By not later than April 1 of the first year of full-time employment in a position in the bargaining unit at the University;
  - b. By not later than December 15 of the second year of full-time employment in a position in the bargaining unit at the University, and



- c. By not later than 12 months before expiration of the appointment of the third year or more of full-time employment in a position in the bargaining unit at the University.
- d. Clinical/research faculty hired on grant funds will be employed based upon the life of the grant, with notification of the terminal point based upon the grant's renewal or non-renewal.

20.9

- a. In the event of failure to provide notice of non-renewal required by Section 20.8 above, the employee shall receive a probationary appointment for one academic year.
- b. In the event of failure of an employee to submit an evaluation portfolio for retention, reappointment, or multi-year appointment the employee shall not have her/his employment continue beyond that academic year.

**ARTICLE 21  
PROMOTION**

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

- a. Degree
  - (1) To be eligible for consideration for promotion to the rank of Assistant Professor, Clinical Assistant Professor, or Research Assistant Professor, an employee must possess a bachelor's degree from an accredited institution and have completed at least 60 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution; or must possess a master's degree from an accredited institution, and have at least 30 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution, or must have fulfilled applicable educational requirements for tenure as given in Appendix E.
  - (2) To be eligible for consideration for promotion to the rank of Associate Professor, Clinical Associate Professor, or Research Associate Professor, an employee must possess a terminal degree or a professional degree from an accredited graduate or professional school according to the definitions given in the Contract.
  - (3) To be eligible for consideration for promotion to the rank of Professor, Clinical Professor, or Research Professor, an employee must possess a terminal degree or a professional degree from an accredited graduate or professional school according to the definitions given in the Contract.

b. Years of Service

- (1) An employee may apply for consideration for promotion to the rank of Assistant Professor or Clinical Assistant Professor in her/his second year of full-time service at the University at the rank of Instructor or Clinical Instructor.
- (2) An employee may apply for consideration for promotion to the rank of Associate Professor or Clinical Associate Professor in her/his third year of full-time service at the University at the rank of Assistant Professor or Clinical Assistant Professor.
- (3) An employee may apply for consideration for promotion to the rank of Professor or Clinical Professor in her/his fifth year of full-time service at the University at the rank of Associate Professor or Clinical Associate Professor.

21.2 Consideration for Promotion on the Basis of Exception (Tenured/Tenure-Track or Clinical Faculty)

- a. An employee who does not satisfy either (1) the degree requirements or (2) years of service requirements specified in Section 21.1 above may apply for consideration for promotion on the basis of exceptional performance in at least two of the following areas: teaching/performance of primary duties, research/creative activity, or service.
- b. An employee who applies for consideration for promotion on the basis of Section 21.2.a shall present evidence in support of her/his claim of exceptional performance to the Department Personnel Committee and the Department Chair.
- c. If the Department Personnel Committee and the Department Chair concur that the employee should be recommended for promotion, written recommendations supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in Sections 21.6 through 21.8 below.
- d. If the Department Personnel Committee or the Department Chair makes a negative recommendation for promotion, the employee shall not be considered for promotion until the next succeeding period of evaluation for promotion. If, within two weeks of the receipt of a negative recommendation, and as a result of consultation by the Union Chapter President and the University President, it is determined that a procedural error has been made in the evaluation of the employee, the error will be corrected, and the evaluation process will begin anew. If the employee subsequently applies for consideration for promotion as an exception to the degree requirements or years of service requirement for promotion, her/his application shall be considered and transmitted as provided in Section 21.4 through 21.8 below.

- e. In the event of a negative recommendation by either the Department Personnel Committee or the Department Chair on a request for exception, the Department Chair shall provide the employee with her/his recommendation and reasons, and the recommendation and reasons of the Department Personnel Committee. The reasons shall be based on evaluation criteria, application of criteria, and materials as specified in Section 19.4.
- 21.3 An eligible employee must apply to the Department Chair prior to the commencement of the promotion process in order to be considered for promotion. The evaluation period for promotions shall be the period since the beginning of the evaluation which resulted in the employee's promotion to her/his current rank at the University. If the employee has received no promotion at the University, the evaluation period for promotion shall be the period since her/his most recent appointment to a bargaining unit position at the University.
- a. For Research and Clinical employees seeking promotion, the materials and recommendation shall be reviewed by the DPC, the Department Chairperson/Director and the Dean. Each shall submit a written recommendation to the appropriate University Vice President. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4 or, as applicable, hiring letter.
  - b. The appropriate University Vice President shall review all evaluation portfolios, promotion recommendations and supporting reasons submitted, and make a recommendation for the promotion of eligible Research and Clinical employees. The University President shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4.
  - c. If research or clinical professionals receive a negative recommendation, they have three working days in which to respond with a request for reconsideration of that recommendation.
- 21.4 The Department Personnel Committee shall submit a written promotion recommendation for each eligible employee to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4.
- 21.5 The Department Chair shall prepare a written promotion recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. The Department Chair shall provide each employee considered for promotion with a copy of her/his promotion recommendation and reasons, and the promotion recommendation and the reasons of the Department Personnel Committee. The Department Chair shall make the written recommendation available to the employee in the department office by 5:00 p.m. on the calendar day specified in the University Yearly

Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the department office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Chair.) Within three working days of the official receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation to the Department Chair. The request shall be granted, and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel Committee and/or Department Chair. Within two working days of receipt of the result of reconsideration, an employee may withdraw her/his application for consideration for promotion by written notification to the Department Chair.

- 21.6 The evaluation portfolios, promotion recommendations and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written promotion recommendation for each eligible employee to the appropriate University Vice President. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his promotion recommendation, with supporting reasons, to the employee being evaluated. The Dean/Director shall make the written recommendation available to the employee in the Dean/Director's office by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Dean/Director's office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Dean/Director.) Within three working days of the official receipt of the recommendation and reasons, when the employee alleges that procedural errors have taken place, an employee may submit a written request to the Dean for reconsideration of a negative recommendation. The request shall be granted and the Dean shall provide the employee with a written statement of the result of the reconsideration.
- 21.7 The appropriate University Vice President shall present all evaluation portfolios, promotion recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written promotion recommendation to the appropriate University Vice President for each eligible employee. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. A copy of the University Personnel Committee recommendation, with supporting reasons, shall be provided to the employee. The University Personnel Committee Chair shall make the written recommendation available to the employee in the Office of Academic Affairs by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Office of Academic Affairs verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Provost.) If the University Personnel Committee makes a negative recommendation and the Department Personnel Committee has made a positive

recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of the official receipt of the recommendation and reasons. The request shall be granted; the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

- 21.8 The appropriate University Vice President shall review with the University President all evaluation portfolios, promotion recommendations and supporting reasons submitted for eligible employees. The University President shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4.
- 21.9 The number of employees who hold a particular rank at a University shall not be grounds for denial of a promotion to an eligible employee who has otherwise satisfied evaluation criteria as specified in Section 19.3.
- 21.10 Consideration for Promotion and Tenure with a Dual Evaluation Portfolio
- a. An employee may elect to apply for promotion to associate professor at the same time they apply for tenure. Given that the criteria for meeting both personnel actions are identical, the same portfolio can be used for both applications.
  - b. The dual portfolio shall be submitted by the date specified in the University Personnel Action timetable for tenure applications. A written statement must be submitted to the Department Chairperson and to the Contract Administrator at least two weeks prior to the scheduled date of the tenure application notifying the University of the intent to submit a dual portfolio for consideration for both tenure and promotion to associate professor.
  - c. All criteria must be demonstrated for both personnel actions according to the guidelines and conditions in Article 21, Promotion and Article 22, Tenure.
  - d. A dual portfolio cannot be used if the employee is applying for either tenure by exception or promotion by exception.

## **ARTICLE 22 TENURE**

- 22.1 Tenure is a status awarded by the Board of Trustees upon the positive recommendation of the University President following an extensive evaluation process. Tenure is a relationship of continuing commitment between the University and the employee benefiting both. Clinical and research faculty are not eligible for tenure appointments.
- 22.2 Each tenured employee shall have continuous employment at the University unless such employee resigns, retires, is laid off pursuant to Article 24, or is terminated for adequate cause, Article 5.

22.3 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 department.

22.4

- a. Tenure may be granted to a member of the bargaining unit at the time of initial appointment only after consultation with the department, and upon recommendation of the University President and approval by the Board.
- b. Tenure may be granted to an individual not a member of the bargaining unit either upon initial appointment or subsequently, only after consultation with the department, and upon recommendation of the University President and approval by the Board.

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

22.6 An employee shall be eligible for consideration for tenure if she/he holds at least the rank of Assistant Professor and meets the following requirements. An employee may be considered for promotion to Assistant Professor and tenure in the same academic year.

a. Educational Requirements

The educational requirements for tenure are given in Appendix E. In departments or programs where a master's degree plus 30 hours is listed, no more than one-half of the total credit hours to satisfy the educational requirements for tenure may be taken at Chicago State University. All hours must be taken at the graduate level.

b. Years of Service

- (1) Except as provided in Section 22.7, an employee may not apply for tenure before her/his sixth probationary year of employment at the University.
- (2) All employees shall be placed in probationary year one at the time of initial appointment. Upon concurrent notification by the Contract Administrator and subsequent written acceptance by the employee, probationary year one may be extended for employees who begin their employment after the beginning of the academic year.
- (3) An employee who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education at the time of initial appointment may elect to be placed in probationary year three or four after the successful completion of probationary year one.
- (4) An employee who has three or more years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education at the time of initial appointment may elect to be placed in

probationary year three, four, or five after the successful completion of probationary year one.

- (5) An employee who is eligible for placement in a higher probationary year and who elects to be placed in a higher probationary year must notify the appropriate Vice President in writing by April 15 of the first year of full time employment.
- (6) An employee who reaches probationary year six by advanced standing or by the normal probationary review process submits his/her portfolio for tenure at the same time as all other tenure candidates. Such a request shall not be considered exceptional.

## 22.7 Consideration for Tenure on the Basis of Exception

- a. An employee who does not satisfy either (1) the educational requirements for tenure described in Section 22.6.a, above, or (2) the years of service requirement specified in Section 22.6.b, above, may apply for consideration for tenure in her/his third, fourth, fifth, or sixth year of full-time service in the bargaining unit at the University on the basis of exceptional performance in at least two of the following areas: teaching/performance of primary duties, research/creative activity, or service. If the employee elects to submit a portfolio early for tenure, then that individual is responsible for notifying the Department Chair and the Contract Administrator in writing by the time specified in the Personnel Action Timetable for his/her retention portfolio submission. This request should state that the individual is deferring consideration for retention and submitting a portfolio for tenure under the exceptionality clause of the Contract. The Contract Administrator will respond in writing of acceptance and copy the UPI Chapter President.
- b. An employee who applies for consideration for tenure on the basis of Section 22.7.a shall present evidence in support of her/his claim of exceptional performance to the Department Personnel Committee and the Department Chair.
- c. If the Department Personnel Committee and the Department Chair concur that the employee should be recommended for tenure, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4, shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in Sections 22.9 through 22.13 below, during the period for tenure review as specified in the Personnel Action Timetable.
- d. If the Department Personnel Committee and/or the Department Chair makes a negative recommendation for tenure, the employee shall not further be considered for tenure until the next succeeding period of evaluation for tenure unless the employee is in her/his final probationary year. 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 Chapter President, it is determined that a procedural error has been made in the evaluation of the employee, the error will be corrected, and the evaluation process will begin anew. If the employee is in her/his final probationary year, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4, shall be prepared and transmitted by the Department Chair and the Department Personnel Committee as provided in Sections 22.9 through 22.13 below. The portfolio moves forward.

If the employee is not in her/his final probationary year, and if the employee subsequently applies for consideration for tenure as an exception to the educational requirements or years of service requirements for tenure, her/his application shall be considered and transmitted as provided in Sections 22.9 through 22.13 below.

If the employee is not in her/his final probationary year, and if, within 10 working days of the receipt of a negative recommendation and as a result of consultation by the Union Chapter President with the Contract Administrator, it is determined that a procedural error has been made in the evaluation of the employee, the error will be corrected, and the evaluation process will begin anew.

- e. In the event of a negative recommendation by either the Department Personnel Committee or the Department Chair on a request for exception, the Department Chair shall provide the employee with her/his recommendation and reasons, and the recommendation and reasons of the Department Personnel Committee. The reasons shall be based on approved evaluation criteria, application of criteria, and materials as specified in Section 19.4.
  - f. If there is a negative recommendation and the employee is not in the final probationary year, the employee may request in writing to have his/her portfolio reviewed for retention on the basis of the employee's regular probationary year and move forward.
- 22.8 An eligible employee must apply to the Department Chair prior to the commencement of the tenure process in order to be considered for tenure. In the event an eligible employee does not submit her/his application for tenure in the sixth probationary year, the employee shall receive a terminal contract for the next subsequent academic year. An employee may withdraw her/his tenure application at any time during the tenure evaluation process.
- 22.9 The Department Personnel Committee shall prepare a written tenure recommendation for each eligible employee and send it to the Department Chair. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4.



- 22.10 The Department Chair shall prepare a written tenure recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. The Department Chair shall provide each employee considered for tenure with a copy of her/his tenure recommendation and reasons and the tenure recommendation and reasons of the Department Personnel Committee. The Department Chair shall make the written recommendation available to the employee in the department office by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the department office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Chair.) Within three working days of the official receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation by the Department Personnel Committee and/or the Department Chair to the Department Chair. The request shall be granted and the Department Chair shall provide the employee with a written statement of the result of the reconsideration by the Department Personnel committee and/or the Department Chair.
- 22.11 The evaluation portfolios, tenure recommendations and reasons of Department Chairs and Department Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written tenure recommendation for each eligible employee to the appropriate University Vice President.
- 22.12 Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his tenure recommendation to the employee with supporting reasons. The Dean/Director shall make the written recommendation available to the employee in the Dean/Director's office by 5:00 p.m. on the calendar day specified in the University Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Dean/Director's office verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Dean/Director.) Within three working days of the official receipt of the recommendation and reasons, when the employee alleges that procedural errors have taken place, an employee may submit a written request to the Dean for reconsideration of a negative recommendation. The request shall be granted, and the Dean shall provide the employee with a written statement of the result of the reconsideration. The appropriate University Vice President shall present all evaluation portfolios, tenure recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the appropriate University Vice President for each eligible employee. Recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 19.4. A copy of the University Personnel Committee recommendation, with supporting reasons, shall be provided to the employee. The University Personnel Committee shall make the written recommendation available to the employee in the Office of Academic Affairs by 5:00 p.m. on the calendar day specified in the University

Yearly Timetable for Personnel Actions. The employee shall have three working days to sign and date a form provided in the Office of Academic Affairs verifying receipt of the recommendation. (Should the employee be absent from campus on verifiable business the three working days shall be extended by the Provost.). If the University Personnel Committee makes a negative recommendation, and the Department Personnel Committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee within three working days of the official receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

- 22.12 The appropriate University Vice President shall review with the University President all evaluation portfolios, tenure recommendations, and supporting reasons for eligible employees. The University President shall submit her/his recommendations to the Board. The University President shall provide each eligible employee considered for tenure 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 evaluation criteria, application of criteria, and materials as specified in Section 19.4.
- 22.13 If an employee is not notified of a negative decision by the Board on her/his tenure recommendation by June 1, the employee shall be granted a probationary contract for the next subsequent academic year, but shall not thereby receive tenure. An eligible employee who is in her/his sixth probationary year and is not awarded tenure by action of the Board shall receive a terminal contract for the next subsequent academic year.

### **ARTICLE 23 PROGRAM REORGANIZATION**

23.1 Notification of Intent to Reorganize

When plans are undertaken to reorganize a department/unit, all affected employees and the Union Chapter President shall be consulted and given an opportunity to respond 10 working days prior to any reorganization. These responses shall be submitted in writing to the University President.

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

- 23.3 During the term of this Contract, an employee who has been transferred to a new department as a result of reorganization and who has applied for tenure in the new department shall be subject to the educational requirements for tenure of her/his former department, if such requirements are less stringent than those of the new department. The affected faculty member may request of the Provost, in writing, additional time to meet the requirements of the DAC.

- 23.4 During the first year of operation of a new department created as a result of a reorganization, an employee will be evaluated for retention, promotion, or tenure in accordance with the statement of Departmental Application of Criteria for the former department. If the employee was not previously a member of a department within the University which had a statement of Departmental Application of Criteria, or the new department has not implemented a DAC, she/he shall be evaluated for retention, promotion, or tenure in accordance with Section 19.3.a. A new department created as a result of reorganization will develop and submit a DAC for approval, following the process stipulated in Article 19.3.e. within 180 calendar days.
- 23.5 By November 1 of the first academic year of operation of a new department created as a result of reorganization, a department rotation plan shall be submitted to the appropriate University Vice President for approval pursuant to Section 18.8 of this Contract.

#### **ARTICLE 24 STAFF REDUCTION PROCEDURES**

- 24.1 An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be university-wide. Written notice shall be given to the employee(s) being laid off at least 15 working days prior to the layoffs.
- a. A clinical faculty member hired by an external entity may have his/her appointment terminated if the Chicago State University unit to which he/she is assigned is reduced or eliminated. An external clinical faculty member does not have priority over other Unit A faculty.
  - b. A research faculty member in a unit that is reduced or eliminated may have his/her appointment terminated if the Chicago State University unit to which he/she is assigned is reduced or eliminated depending upon the nature of the research appointment and funding.
- 24.2 If the Board decides it is necessary to lay off employees according to Section 24.1, the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences. The layoff of teaching, resource, clinical, or research professionals in the level of organization as determined by the Board to which the layoff applies shall be in the order listed below:
- a. Temporary and part-time employees;
  - b. Research faculty;

- c. Full-time employees on probationary appointment but without tenure, and clinical faculty;
  - d. Tenured employees.
- 24.3 No tenured employee shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- 24.4 The University President 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 and extent of such effort shall be made known to the person affected and the Union Chapter President. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 25, or retraining pursuant to Article 27. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits.
- 24.5 An employee with a probationary appointment shall be given the same notice in the event of the layoff as would be given in the event of non-renewal of her/his appointment. 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 cases of extreme and immediate financial exigency.
- 24.6
- a. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the appropriate University Vice President to establish: (1) the description of the employee's position at the time she/he was given notice of layoff, and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience. The appropriate University Vice President, 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. The University will maintain a list of employees who are laid off for a period of four 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 by certified mail of that fact to 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 15 calendar days following receipt, 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 shall be deleted from the list.
  - c. During the four year period specified in Section 24.6.b above, notice of bargaining unit employment opportunities at the University for which the employee is qualified

shall be sent by certified mail to the employee at 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 calendar 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 24.6.b above.

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

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

## **ARTICLE 25 TRANSFER**

- 25.1 The University President may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need, except clinical and research faculty who are hired to perform a specific function and may be paid via external grants. The clinical and research faculty are employed as long as external funding is available. Where applicable, an employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 27 shall not be affected by transfer resulting from reorganization or program needs.

- 25.2 In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving department(s) shall be consulted by the University President to determine department program needs and the qualifications necessary for any employee to transfer into the department. The departmental response to the President's announcement of anticipated transfer shall be in writing. If the departmental response indicates that either program needs or the qualifications of the employee to be transferred indicate that such a transfer is not appropriate at present, the President shall continue to confer with the department. The President shall indicate her/his decision in writing to the department. The consultation shall be held in sufficient time to allow departmental response prior to the transfer determination. The Union Chapter President shall have prior notice of these consultations.
- 25.2 An employee may, through her/his Department Chair and, as applicable, Dean/Director, submit a request to the University President for transfer from one department to another within the University, and within the same bargaining unit. The University President shall review the request with the members of the other department. Within 90 calendar days of submission of her/his request to the Department Chair, the employee shall receive notification in writing from the University President of the President's decision. If the University President grants the 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.
- 25.3 With the consent of the employee, the University President may reassign an employee from a bargaining unit position to a position outside the bargaining unit. A tenured employee who is reassigned pursuant to this Section shall retain her/his tenure in the department/unit to which she/he is appointed. If the employee is subsequently reassigned to a position in a bargaining unit in the department in which she/he is appointed, the employee's salary shall be no less than it would have been as a result of non-discretionary increases if the employee had remained in the bargaining unit.

**ARTICLE 26**  
**ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE**

- 26.1 The University shall have an Academic Program Elimination Review Committee. Its sole purpose shall be to provide recommendations to the appropriate University Vice President concerning academic programs being considered for elimination, which would result in the layoff of an employee. A copy of the recommendations will also be provided to the Union Chapter President, and the appropriate Program or Department Chair.
- 26.2 The University Academic Program Elimination Review Committee shall:
- a. Be composed of no more than seven elected and two appointed employees;
  - b. Have representation from each college, as well as the library and counseling center;
  - c. Have staggered three-year terms;

- d. Be elected in an election conducted by the Faculty Senate;
- e. Have two members appointed by the CSU/UPI Executive Board; and
- f. Request that the appropriate Dean and the CSU/UPI Executive Board appoint employees by mutual agreement to vacant positions if seven (7) members are not elected by the process described above.

### 26.3

- a. Each academic year the Academic Program Elimination Review Committee shall receive information on each program being considered by the appropriate University Vice President for elimination as part of the University Annual Academic Program Review and which would result in the layoff of an employee. The information shall include:
  - (1) Data on enrollment, majors, course offerings, and graduation rates;
  - (2) Data on program costs;
  - (3) The Program Review Committee's recommendations for each program and the full Program Review Reports of that Committee.

This information will be provided in writing to each member of the Academic Program Elimination Review Committee by the first meeting of the Committee.

- b. The Academic Program Elimination Review Committee may request additional relevant information from the appropriate University Vice President.

26.4 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; the University curriculum; and contributions of the program to the mission and goals of the University.

26.5 Before the University formally transmits its recommendations on program status to the Board, the Committee shall make its recommendations to the appropriate University Vice President, a copy of which shall be given to the Union Chapter President and the appropriate Program or Department Chair. The Committee's recommendations shall be sent to the Board in accordance with the University's Annual Academic Program Review timetable, with a copy to the President.

26.6 A Board decision concerning the elimination of any academic program, which would result in the layoff of one or more employees, shall be communicated to the employee(s) in the affected unit and the Union Chapter President. The chair of the Program Review Committee and the Academic Program Elimination Review Committee shall also be informed of the decision concerning each program the Committees reviewed.

**ARTICLE 27**  
**COMPENSABLE FRINGE BENEFITS**

27.1 During the terms of this Contract, employee benefit programs (health, life, etc.) shall be provided to all employees covered by this Contract who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, 5 *ILCS/375 et seq.* as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services to be intended to apply to employees of Chicago State University. Changes or modifications in benefits, benefit levels, or types of employee benefit packages that may be offered are 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.

27.2 Sabbatical Leave – 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

A sabbatical leave is granted at the discretion of the University President. A tenured employee is eligible to apply for a sabbatical leave from the University only after completing at least five years of full-time service in the bargaining unit at the University. A sabbatical leave shall not be awarded to the same employee more than once every seven academic years and sabbatical leave time shall not be cumulative. Should the University President deny a sabbatical leave, reasons for the denial shall be provided in writing to the tenured employee by the University President or his/her designee.

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 Section 27.2.a.

d. Quota

The sabbatical leaves quota 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.

e. Procedures

Sabbatical leave proposals shall be reviewed and processed according to procedures established by 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 working days after receipt of such denial, the University President shall provide a written explanation for the denial to the employee who submitted the proposal, within 10 calendar days following the request.

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

g. Term

- (1) The term of sabbatical leave shall be either one academic term at full pay or two academic terms at half pay for 9-month employees. Faculty on 10, 11, or 12 month contracts would be eligible for a sabbatical leave up to  $\frac{1}{2}$  their contract year term at full pay, or their full contract term (10, 11, or 12 months) 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.

h. Conditions

- (1) Each employee who is granted a sabbatical leave shall agree to serve at the University for at least one academic year after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave. The judgment note will 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 appropriate University Vice President.

i. 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 an appropriately descriptive written account of sabbatical activities and accomplishments consistent with the goals and objectives stated in the sabbatical proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from sabbatical leave shall be subject to sanctions under Article 5 and shall not be eligible for future Professional Advancement Increases (PAI) or Faculty Excellence Awards.
- (2) Any change in the sabbatical which significantly modifies the original proposal must be reported to the appropriate University Vice President for approval at the earliest possible time.

j. Miscellaneous

Time spent by an employee on a sabbatical leave will be credited for the purpose of determining eligibility for promotion, if the activity of the leave is for research or professional advancement related to their position at Chicago State University.

27.3 Retraining Leave

- a. The University President, at her/his discretion, may grant a retraining leave to an eligible employee for the purpose of acquiring new skills for the benefit of the University.
- b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave. Applications submitted pursuant to Article 24, Staff Reduction

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

- c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.
- d. Each employee who is granted a retraining leave shall agree to serve at the University for at least 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. The judgment note will 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.
- e. Upon completion of a retraining leave an employee shall submit an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from sabbatical leave shall be subject to sanctions under Article 5. If after successful completion of a retraining leave an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 25, Transfer.
- f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave unless the time on leave is being credited toward tenure in accordance with Section 27.3.h.
- g. Time spent by an employee on a retraining leave will not be credited for the purpose of determining eligibility for promotion or sabbatical.
- h. Time spent by an employee on a retraining leave will be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an employee must indicate in writing to the University President whether the employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President will provide a written explanation within 10 working 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 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

#### 27.4 Parental Leave

A Unit A employee may use up to 20 days of earned sick 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 10 days shall be submitted to the appropriate University Vice President 30 calendar days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

#### 27.5 Annual Leave

- a. Any Unit A professional who is employed on an 11- or 12-month contract is eligible for annual leave. Unit A professionals on an 11- or 12-month appointment earn two days per month during each month or major fraction thereof of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days and those on 11-month contracts earn a maximum of 44. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.
- b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the employee's Department Head at least 30 calendar days in advance of the date on which the employee wishes to begin leave.
- c. A response shall be given within seven calendar days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate University Vice President and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.
- d. Deductions of annual leave shall not be made for any Board-approved holiday. Days when a 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 with 12-month periods of appointment. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with Section 18.7.

## 27.6 Military Leave

- a. A Unit A 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) Annual training
- b. During leaves for annual training, the employee, while under contract, shall continue to receive her or his regular compensation. During leaves for basic training, if such employee's compensation for military activities is less than her/his compensation as an employee, she/he shall receive her/his regular compensation as an employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.
- c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding, the employee's pro rata daily rate for working 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 27.6.a and b.

## 27.7 Sick Leave

- a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the appropriate University Vice President, an employee may use additional accrued sick leave for such absences.
- b. 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.

- c.
  - (1) A Unit A employee who has accrued sick leave at the University shall, for purposes of this Contract, be credited with such accrual as of the effective date of this Contract. If the accrual exceeds 360 work days, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 360 work days specified in Section 27.7.c.(2) below.
  - (2) A Unit A employee may accrue sick leave during the terms of employment at the University up to a maximum 360 work days. Accrual between 301 and 360 work days shall be treated in accordance with Section 27.7.c.(3), hereafter. 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, provided that the sick leave balance of such employee remains at the maximum by the deduction of not more than 1.75 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.
  - (3) Accrued sick leave earned in excess of 300 workdays shall be accumulated only for the purposes of credit to the State Universities Retirement System upon retirement of the employee. These days, once accrued, may not be used for purposes of paid sick leave, herein described; nor shall they be eligible for any cash payout as described in Section 27.7.i, hereafter.
- d. During the first three years of employment at the University, an employee shall earn sick leave at the rate of 20 work days per academic year or 1.75 work days for each month, or major fraction thereof, of service under the employee contract, whichever is greater. Thereafter, the employee shall earn sick leave at the rate of 1.75 workdays for each month, or major fraction thereof, of service under the employee's contract, irrespective of the term of the employee's contract. During the first three years of employment at the University, sick leave will be credited to employees at the beginning of each academic year. Thereafter, sick leave shall be earned on a monthly basis.
- e. Sick leave must be taken in units of no less than one-half day. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed at the University and provided to each employee. An employee on sick leave will remain in that status until she/he informs the University that she/he is able to return to work.

- f. Sick leave may be used only during the term of an employee's period of appointment.
- g. Deductions of sick leave shall not be made during any 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. An employee of a state University who accepts employment at Chicago State University shall, if the employee's break in service does not exceed two years, be allowed to transfer any accrued sick leave from the former University to Chicago State University, if the employee has not received a lump sum payment for accrued sick leave.

If the employee has received a lump sum payment, only accrued sick leave which was earned before January 1, 1984, may be transferred; restoration of accrued sick leave which was earned after December 31, 1983, shall be governed by Section 27.7.i.(3) of this Agreement.

i.

- (1) 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) 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 27.7.d 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 27.7.d above after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.
- (3) An employee who has received a lump sum payment for accrued sick leave in accordance with this Section and who, within two years of the cessation of her/his employment with the Board is reemployed by the Board, may have her/his accrued sick leave restored if, within 30 days after the commencement of such re-employment, the employee repays said lump sum payment to the Board for the benefit of the University at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount she/he was paid for one day of accrued sick leave. An employee may have part or all of her/his accrued sick leave restored in this manner; however, if the employee does not

make any such repayment to the Board, she/he shall not be entitled to have any such sick leave so restored.

- (4) The provisions of Section 27.7.i. are governed and controlled by Illinois Statute, specifically *30 ILCS 105/14a*. This Section will automatically be amended or repealed consistent with legislative action amending, altering or abolishing the aforementioned Statute.
- j. Upon recommendation of the appropriate University Vice President, the University President may grant a tenured, tenure-track, or Unit A clinical employee a leave with full pay for the period of time between the exhausting of sick leave benefits and the commencement of disability benefits, 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 Contract; (3) is a participant in the State Universities Retirement System; and (4) has been determined eligible for disability benefits under the State Universities Retirement System.
- k.
- (1) 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.
  - (2) Nothing herein shall be construed to prevent or limit the University from requiring appropriate documentation prior to a return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval, which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick leave days used will be prorated until the employee is able to return to a full time status.
  - (3) Unused sick leave will be paid as part of earnings from the University during the period of up to two years of employment immediately preceding retirement, upon the employee's request, but will be subject to the 20% increase limitation set by SURS. The faculty member must submit an irrevocable election to retire prior to receiving this benefit. [Note: This Section applies to days eligible for compensation only, accrued between 01/01/84 and 12/31/98, and is subject to all applicable taxes.]
- An administrator who returns to the bargaining unit must meet the following criteria in order to be eligible to participate in the sick leave buyout plan:
- (1) Work one (1) semester (not including summer school) for one (1) year sick leave buyout;



- (2) Work three (3) semesters (not including summer school) for two (2) years of sick leave buyout.

#### 27.8 Personal Leave

Up to five days of earned (cumulative) sick leave per year may be used for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must be received prior to the leave being taken.

#### 27.9 Professional Meetings and Work-Related Travel

- a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.
- b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

#### 27.10 Bereavement Leave

An employee shall be granted up to five regularly scheduled working days off surrounding the date of death and/or the funeral of an immediate family member. Immediate family is defined as spouse, son, daughter, mother (step or in-law), father (step or in-law), sister, brother, grandmother, grandfather, grandchild or domestic partner. An employee shall be granted up to three regularly scheduled working days off for the death and/or funeral of other deceased relatives. Documentation shall be provided when requested. Upon approval of the appropriate Vice President, an employee may use accrued sick leave for funeral requirements in excess of these three or five working days.

#### 27.11 Leave for Required Court or Witness Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (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 the University is defendant or respondent.

#### 27.12 Educational Benefits

- a. A full time Unit A professional may enroll for credit, excluding doctoral credit, at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.
- b. The natural, adopted, foster, or step-children, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and

including the baccalaureate degree at the University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

#### 27.13 Benefits While on Compensated Leave

- a. An employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System (SURS) if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or SURS so permit.
- b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect non-discretionary increases which the employee would have received if not on leave.

#### 27.14 Previously Accrued Leave

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

#### 27.15 Post-Retirement Employment

A tenured/tenure-track employee who is planning to retire from the University may request, at least six months prior to retirement, part-time, post-retirement employment for one year. If approved, the retiree's salary will be a percentage of the last monthly salary earned prorated to the percentage of appointment. This appointment may be renewed on a year-to-year basis.

During this post-retirement employment, the retiree will not be a member of the bargaining unit. The retiree's State Universities Retirement System annuities and benefits, and the effect on those annuities and benefits, by this post-retirement employment, will be determined by the State Universities Retirement System.

## 27.16 Administrative Educational Leave – Clinical Faculty

### a. Purpose

Because of its commitment to provide excellence in education, the Board recognizes the need for granting Administrative Educational 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

An Administrative Educational Leave is granted at the discretion of the University President. A Clinical Professional may receive an Administrative Educational Leave only after completing at least five years of full-time service in the bargaining unit. An Administrative Educational Leave shall not be awarded to the same individual more than once in every seven academic years and Administrative Educational Leave time shall not be cumulative. Should the University President deny an Administrative Educational Leave, reasons for the denial shall be provided in writing to the employee by the University President or his/her designee

### c. Uses

Administrative Educational Leave may be used for the following purposes: study and research; professional growth related to the Clinical Professional's responsibilities as described in the official job description.

### d. Quota

The Administrative Education leaves quota shall be determined at the beginning of each academic year. The quota shall be one leave for each 17 employees, or major fraction thereof. If the number of leaves generated for a given academic year exceeds the number of academically qualified proposals for 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.

### e. 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 working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for that denial to the employee who submitted the proposal.

f. Priority

If the number of academically acceptable Academic Educational leave proposals exceeds the number of available 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 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 numbers of years since her/his last Administrative Educational Leave. An Administrative Educational Leave may be deferred to a later date if necessitated by program need. Notice of deferral must be given upon notification of receipt of the leave. The person deferred will begin accruing years of service toward eligibility toward the next Administrative Educational Leave with the year following the initial granting of the leave.

g. Term

- (1) The term of Administrative Educational Leave shall be either one academic term at full pay or two academic terms at half pay for 9-month employees. Faculty on 10, 11, or 12 month contracts would be eligible for Administrative Educational leave up to  $\frac{1}{2}$  their contract year term at full pay, or their full contract term (10, 11, or 12 months) at half pay. Each academic year, 75 percent of the total Administrative Educational 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 an Administrative Educational Leave, the duration of the leave may be adjusted by the University to coincide with the provisions of the grant.

h. Conditions

- (1) Each employee who is granted an Administrative Educational Leave shall agree to serve at the University for at least one academic year after the completion of the leave and shall give a judgment note to the University for the amount of the leave. The judgment note will 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 Administrative Educational Leave proposal shall inform the University of other salaries, grants, fellowships, or financial support for which the employee has applied or does receive. If notice of support is received after the proposal is submitted, the employee shall notify the appropriate University Vice President.

- i. Report of Administrative Educational Leave
  - (1) By the end of the first academic term following return to the University from leave, the academic employee shall file an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the Administrative Educational Leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from leave shall be subject to sanctions under Article 5 and shall not be eligible for future compensatory leaves.
  - (2) Any change in the Administrative Educational Leave which significantly modifies the original proposal must be reported to the appropriate University Vice President for approval at the earliest possible time.
- j. Miscellaneous

Time spent by an employee on an Administrative Educational Leave will be credited for the purpose of determining eligibility for promotion, if the activity of the leave is for research or professional advancement related to their position at Chicago State University.

## **ARTICLE 28 SALARY**

- 28.1 Minima, promotion and degree completion increments, as well as Professional Advancement Increases and Faculty Excellence Awards, granted to bargaining unit members in the previous academic year will be paid at the rates specified in Articles 29.1 through 29.4.
- 28.2 All salary increases shall be effective August 16 for each eligible Unit A 9-month employee and July 1 for each eligible Unit A 12-month employee. Level of salary increases and award are subject to funding authorized and released to the University by the Governor and State Legislature.

The amount of the across the board increase will be:

- a. For Academic Year 2018-2019:
  - \$450 lump sum payment, not added to base salary, payable upon ratification of the agreement to all bargaining unit members employed by the Employer at the time of ratification.
- b. For Academic Year 2019-2020:

1.5% effective July 1, 2019 for 12-month faculty and August 16, 2019 for 9-month, 10-month, and 11-month faculty. In addition, a \$1200 lump sum payment, not added to base salary, payable upon ratification of the agreement to all full-time bargaining unit members who are employed by the Employer at the time of ratification.

c. For Academic Year 2020-2021:

2.25% effective July 1, 2020 for 12-month faculty and August 16, 2020 for 9-month, 10-month, and 11-month faculty.

d. For Academic Year 2021-2022:

2.75% effective July 1, 2021 for 12-month faculty and August 16, 2021 for 9-month, 10-month, and 11-month faculty.

### 28.3 General Eligibility

a. In addition to any special conditions provided in Sections 29.1, 29.2, 29.3, and 29.4, regarding eligibility for the salary increases specified in such Sections, 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 is employed in a position in the bargaining unit as of the date of the ratification of this Contract by the Board and the Union or August 16, 2018, whichever is later, and one of the following additional conditions:

- (1) Was employed in a bargaining unit position at Chicago State University for at least one academic term during the preceding academic year, or
- (2) Was employed as a Lecturer under the terms of the Contract at least one academic term during the academic year, and transferred to Unit A, by August 16, of the preceding academic year, or
- (3) 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 preceding academic year.

b. An employee shall not be eligible for a salary increase as specified in Article 28 if during the previous academic year the employee had a change in status that resulted in a salary increase or a counter-offer increase.

## **ARTICLE 29 ADDITIONAL COMPENSATION**

Increases shall be given in the following order; basic increase, promotion increase, professional advancement increase, degree completion, equity, and minima.

### 29.1 Promotion and Professional Advancement Increase

In addition to the salary increases specified in Article 28:

- a. Nine month faculty receiving a promotion from Assistant to Associate Professor will receive a salary increase of \$2750.00 to their annual base salary, which shall be effective the August 16 following the award of their promotion. (Appointments of other lengths shall receive pro-rata adjustments.)
- b. Nine month faculty receiving a promotion from Associate to Professor will receive a salary increase of \$4500.00 to their annual base salary, which shall be effective the August 16 following the award of their promotion. (Appointments of other lengths shall receive pro-rata adjustments.)
- c. Nine month faculty receiving a professional advancement increase will receive a salary increase of \$3500.00 to their annual base salary, which shall be effective the August 16 following the award of their professional advancement increase. (Appointments of other lengths shall receive pro-rata adjustments.)

## 29.2 Completion of Degree – Tenured/Tenure-Track Faculty

- a. In addition to the salary increase specified in Article 28:, the Board will grant a salary increase of \$190 per month, effective August 16, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of January 1 to August 15, annually; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by November 1, annually; and (3) who has not previously received a salary increase for completion of the degree.
- b. In addition to the salary increase specified in Article 28, the Board will grant a salary increase of \$190 per month, effective January 1, annually, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of August 16, to December 31, annually; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by March 1, annually; and (3) who has not previously received a salary increase for completion of the degree.
- c. The terminal degrees for which the increase in Sections 29.2.a and b above will be granted are the 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 the relevant field or discipline as the academic equivalent of the MFA or MLS degree will be treated as the equivalent for the purpose of the increase specified above.
- d. The increase specified above will also be granted to each employee who, during the specified period, completes all of the requirements for the M.S.W. degree. A degree in social work from an accredited graduate school, which is recognized by

the granting institution and the major professional association in the field of social work as the academic equivalent of the M.S.W. degree will be treated as the equivalent for the purposes of the increase specified above.

- e. The increases specified above will also be granted to each teaching professional whose primary assignment at the University is to teach courses in an academic degree program for which there is no graduate degree offered in the United States as of August 16, annually, or who at the beginning of the period specified above has a Master's degree from an accredited program in the discipline of his/her primary assignment or in a related discipline and who during the period completed at least 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The question of whether a non-U.S. graduate degree is recognized in the United States as of August 16, annually, shall be determined by the Office of the Provost through verification using a variety of reference sources such as the Higher Education Directory (published by Higher Education Publications, Inc.), the Transfer Credit Practices of Designated Educational Institutions (published by the American Association of Collegiate Registrars and Admissions Officers), the World List of Universities and Other Institutions of Higher Education (published by the International Association of Universities), the International Handbook of Universities (published by the International Association of Universities), or A Guide to Educational Systems Around the World (published by the National Association for Foreign Student Advisors). Any questions concerning whether a proposed Master's Degree is in a related discipline or whether the proposed 30 semester hours, or the equivalent, are in (an) appropriate discipline(s) shall be addressed in writing to the appropriate Vice President. The Vice President shall respond, within 30 calendar days, to the request in writing regarding her/his determination of whether or not the degree or hours are in a related or an appropriate discipline. The acceptance of the Vice President shall not be unreasonably withheld.
- f. The increase specified above will also be granted to each eligible employee who, during 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 appropriate University Vice President 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.
- g. During the term of this salary agreement, the degrees specified in Sections 29.2.c and d above will be recognized as terminal degrees only for purposes of the increase specified above and for no other purpose.

### 29.3 Faculty Excellence Awards

Each year Faculty Excellence Awards, recognizing outstanding achievement in the areas of teaching/performance of primary duties, research/creative activity, and service, will be awarded to tenured/tenure-track and Unit A clinical faculty. The dollar amount to be



available for these awards shall be generated by the University on the basis of a formula of one award of \$1,300 for each 25 employees eligible for the salary increase specified in Article 28. The minimum award to an individual shall be \$1,300, which shall be paid in a non-recurring lump sum. Recipients of Faculty Excellence Awards shall be determined by the following process:

- a. By November 15, for each year of this Contract, the University President shall request of the Faculty Senate and Union recommendations. By December 15, the University President shall appoint seven faculty members who are members of the bargaining unit. The President's selection shall guarantee proportional representation among teaching and resource professionals, and among the Colleges/Schools at the University. The President shall inform the committee of the number and the amount of awards available.
- b. By February 1, for each year of this Contract, the committee shall develop procedures for the nomination of eligible employees and the process by which they will make their award recommendations. The procedures shall allow for self-nominations or for nomination by another person, which can be made directly to the university-wide Faculty Excellence Awards Committee. This information along with the number and dollar amount of awards available will be distributed to all employees by February 15.
- c. All committee recommendations will be forwarded to the President by April 15.
- d. After review of the committee's recommendations, the President shall determine which nominees will receive the Faculty Excellence Awards. The President's decision shall not be subject to Article 5, Grievance Procedure.
- e. Notice of receipt of a Faculty Excellence Award shall be placed in the employee's personnel file.
- f. Faculty Excellence Awards are in recognition of achievement during an academic year.

#### 29.4 Minima Adjustment

Salary Minima, Academic Years 2016-2018:

Effective August 16, annually, the University shall adjust the salary of an employee whose salary is less than the applicable minimum. Minima adjustment shall be made after all other salary and compensation increases, specified in Article 28 and Sections 29.1, 29.2, and 29.3.

The minimum salaries shall be as follows:

- (1) The following minimum monthly salary shall be paid to an employee holding the rank of Instructor or Term Professor and who has completed at

least the required years of service in a professional position at the University as of August 16:

Period of Employment	<b>FY1819</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY21-22</b>
	<i>0.00%</i>	<i>1.5%</i>	<i>2.25%</i>	<i>2.75%</i>
Starting Salary	\$3,728	\$3,784	\$3,869	\$3,975
Completed 3 years of Service	\$3,877	\$3,935	\$4,024	\$4,134
Completed 5 years of Service	\$4,142	\$4,204	\$4,299	\$4,417
Completed 10 years of Service	\$4,419	\$4,485	\$4,586	\$4,712

- (2) The following minimum monthly salary shall be paid to an employee holding the rank of Assistant Professor, Clinical Assistant Professor or Research Assistant Professor and who possesses the required years of service within the bargaining unit as of August 16:

Period of Employment	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20=21</b>	<b>FY 21-22</b>
	<i>0.00%</i>	<i>1.5%</i>	<i>2.25%</i>	<i>2.75%</i>
Starting Salary	\$4,833	\$4,905	\$5,016	\$5,154
Completed 5 years of Service	\$5,248	\$5,327	\$5,447	\$5,596
Completed 10 years of Service	\$5,801	\$5,888	\$6,020	\$6,186
Completed 15 years of Service	\$6,216	\$6,309	\$6,451	\$6,629
Completed 20 years of Service	\$6,871	\$6,974	\$7,131	\$7,327
Completed 25 years of Service	\$7,044	\$7,150	\$7,311	\$7,512

- (3) The following minimum monthly salary shall be paid to an employee holding the rank of Associate Professor, Clinical Associate Professor or Research Associate Professor and who possesses the required years of service within the bargaining unit as of August 16:

Period of Employment	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>
	<i>0.00%</i>	<i>1.5%</i>	<i>2.25%</i>	<i>2.75%</i>
Starting Salary	\$6,076	\$6,167	\$6,306	\$6,479
Completed 5 years of Service	\$6,352	\$6,447	\$6,592	\$6,774
Completed 10 years of Service	\$6,492	\$6,589	\$6,738	\$6,923
Completed 15 years of Service	\$6,630	\$6,729	\$6,881	\$7,070
Completed 20 years of Service	\$7,459	\$7,571	\$7,741	\$7,954
Completed 25 years of Service	\$7,872	\$7,990	\$8,170	\$8,395

- (4) The following minimum monthly salary shall be paid to an employee holding the rank of Professor, Clinical Professor or Research Professor and who possesses the required years of service within the bargaining unit as of August 16:

Period of Employment	FY 18-19	FY 19-20	FY 20-21	FY21-22
	<i>0.00%</i>	<i>1.5%</i>	<i>2.25%</i>	<i>2.75%</i>
Starting Salary	\$6,905	\$7,009	\$7,166	\$7,363
Completed 5 years of Service	\$7,044	\$7,150	\$7,311	\$7,512
Completed 10 years of Service	\$7,319	\$7,429	\$7,596	\$7,805
Completed 15 years of Service	\$7,596	\$7,710	\$7,883	\$8,100
Completed 20 years of Service	\$7,804	\$7,921	\$8,099	\$8,322
Completed 25 years of Service	\$7,941	\$8,060	\$8,241	\$8,468
Completed 30 years of Service	\$8,286	\$8,410	\$8,600	\$8,836

### 29.5 Initial Appointment

A person who receives an initial appointment to a position in the bargaining unit for or during the academic year at the University shall be appointed at a salary at least equal to the appropriate minimum salary for her/his qualifications specified in Section 29.4 as appropriate.

### 29.6 Summer Session Salaries – Teaching Faculty on 9- and 10-month appointments

a. Faculty in their last four years who submit an irrevocable declaration of intent to retire at the end of the last four years shall be guaranteed at least three CUEs of summer teaching employment. After four years of guaranteed summer employment, the faculty member will be removed from the summer rotation roster. Summer compensation will be 100% of monthly salary for an assignment of three CUEs, and 100% of two month's salary for an assignment of six CUEs. Assignments other than three, but no more than six CUEs shall be compensated on a monthly pro rata basis. For assignments with total CUEs exceeding six but up to nine, the rate for the CUEs exceeding six will be paid at the 50% rate.

b. Non-final four:

Summer compensation will be 70% of monthly salary for an assignment of three CUEs, 70% of two month's salary for an assignment of six CUEs. Assignments other than three but no more than six shall be compensated on a pro rata basis. For assignments with total CUEs exceeding six but up to nine, the rate for CUEs exceeding six will be paid at the 50% rate.

c. Faculty members will be assigned in both Units A and B according to Section 18.8, which assigns courses according to a departmental roster and gives preference to Unit A faculty before Unit B faculty. The summer school committee will establish the courses in order for courses to be equitably distributed among departments in the award of summer school contracts. Consideration will be given to meeting student needs, and an equitable distribution of courses among

departments. The union may appoint a representative to the summer school committee.

- d. Faculty members from the College of Pharmacy will be assigned summer session employment in the College of Pharmacy according to Section 18.8 which assigns courses according to a college and departmental summer session policy. Consideration will be given to meeting student needs, and an equitable distribution of courses among departments. Compensation for summer session employment is governed by the College's Summer Session Compensation Policy and Procedures.

#### 29.7 Grant, Contract, and Contract Course Salaries

If an employee is assigned work on an externally funded grant or contract, other than a research professional who has been hired as a grant-funded employee, the work may be excluded from her/his assigned obligation, if approved by the appropriate University Vice President, in consultation with the appropriate University Dean. For all such grant or contract work so excluded an employee may earn up to a total of 40% of her/his basic salary in a twelve month period. This amount shall be in addition to the employee's basic salary. This Section shall not apply to grant or contract work performed during sabbatical leave.

If an employee is assigned work related to the offering of externally funded contract instruction (with or without credit), such work will be excluded from her/his assigned obligations, and the amount earned will be in addition to the employee's basic salary. The amount earned will be determined in accordance with the provisions of the client agreement and/or university policies and practices related to the payment of contract course salaries and will be separate from the salary provisions of this Contract. Each employee offered such an assignment will have the option of rejecting this assignment without prejudice. An annual report on contract instruction, including the faculty members assigned and their salaries, will be provided to the Union Chapter President.

#### 29.8 Counteroffer

- a. The University President may approve a salary increase to retain an employee who has received a bona fide offer of other employment, which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered by the other employer.
- b. The effective date of the increase provided in Section 29.8.a above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the President.
- c. An employee shall not be eligible to receive a salary increase under Section 29.8.a, above until her/his fourth year of full-time employment at the University. An employee who receives an increase under Section 29.8.a, above will not be eligible to receive another such increase until the fourth year after the increase.

- d. An employee who receives an increase under Section 29.8.a, above shall be eligible for the increases specified in Sections 29.1, Promotion and Professional Advancement Increase; 29.2, Completion of Degrees; 29.3, Faculty Excellence Awards; and 29.4, Equity and Minima Adjustment, if the employee is otherwise eligible for the increase under the terms of the Article and under the terms of Section 28.3. An employee who receives an increase under Section 29.8.a, above shall not be eligible for the increase specified in Section 28.2, except as provided below.
- e. An employee who receives an increase under Section 29.8.a above shall be eligible to receive the difference between the increase under Section 29.8.a above, and the increase specified in Section 28.2 if: (1) the increase under Section 29.8.a above is less than the increase specified in Section 28.2; and (2) the employee is otherwise eligible for the increase as specified in Article 28.
- f. Each employee who receives a salary increase under Section 29.8.a above shall agree to serve at the University for at least two academic years subsequent to the academic year in which the increase is received, and shall give a judgment note to the Board of Trustees for the amount of the increase. The judgment note shall be cancelled at the end of the required period of service or at the death or permanent disability of the employee.
- g. Within 30 calendar days after the approval of an increase under Section 29.8.a above a report shall be submitted to the Union Chapter President and University President. The report shall contain the name of the employee to be awarded such 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 the offer has been from an academic institution, the report shall include the name of the official with whom the President has verified the offer.
- h. The approval or the failure to approve an increase under Section 29.8.a above shall not be subject to the grievance procedure specified in Article 6. The Union may file a grievance concerning any other aspect of Section 29.8.

#### 29.9 Transfer and Reassignment Adjustments

The University President may adjust an employee's salary based upon transfer or reassignment in accordance with Sections 29.9.a, b, and c below. An employee may request an adjustment by notifying in writing the appropriate University Vice President of the desired adjustment. The employee may include endorsement by her/his supervisor(s) in the request. If the request is honored, the salary increase shall take place at the beginning of the next term of the employment. If the request is denied, the employee will be so notified, in writing, by the appropriate University Vice President. Such request shall not be unreasonably denied.

- a. The salary of a teaching professional, clinical professional or a resource professional who assumes a position with a different title and with expanded

responsibilities preponderantly outside of her/his department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.

- b. The salary of a teaching professional, clinical professional or a resource professional who is transferred, pursuant to Article 25, from one department or unit of the University to another may be increased to a level comparable to the salaries of the other employees with similar qualifications and experience in the receiving department.
- c. Within 30 calendar days after the granting of an increase under this Section, the Union Chapter President shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

#### 29.10 Overload

A teaching professional, clinical professional or a resource professional who is assigned instructional duties in excess of the top of the relevant credit unit range specified in Article 18 shall receive additional CUEs for excess class size during the academic term including summer school and shall be compensated at the class rate of \$900. Credit units which qualify for compensation at this rate shall include on-campus teaching, assigned academic advising, approved research, and off-campus teaching. Clinical professionals, research professionals, or resource professionals who accept an assignment to teach a credit course not part of their work assignments shall be compensated at the overload rate for such assignments.

#### 29.11 Off-Campus Travel Compensation

An off-campus instruction stipend shall be paid to all bargaining unit employees commuting to teach at an off-campus site. Based on a semester long course taught once a week, the following compensation shall be awarded:

- (1) \$300 for sites located 25 to 50 miles round trip from the Chicago State University campus.
- (2) \$480 for sites located over 50 miles round trip from the Chicago State University campus.

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

## **UNIT B ARTICLES**

### **ACADEMIC SUPPORT PROFESSIONALS, CLINICAL PROFESSIONALS, AND LECTURERS**

- Article 30** Employment Status and Notification
- Article 31** Leave Without Salary
- Article 32** Professional Responsibilities and Assignment of Duties
- Article 33** Evaluation and Evaluation Criteria
- Article 34** Retention of Academic Support Professionals
- Article 35** Notice of Vacant Positions
- Article 36** Transfer
- Article 37** Program Reorganization
- Article 38** Staff Reduction Procedures
- Article 39** Compensable Fringe Benefits
- Article 40** Salary
- Article 41** Additional Compensation

**ARTICLE 30**  
**EMPLOYMENT STATUS AND NOTIFICATION**

Unit B consists of employees in three classifications: Lecturers (designated as teaching professionals or temporary resource professionals), part-time (over 50%) Clinical Faculty (designated as clinical professionals), Academic Support Professionals (Civil Service), and Academic Support Professionals (non-Civil Service). All Clinical Faculty and some Lecturers are eligible for academic rank without tenured status, but the conditions for employment and advancement vary as stated in the collective bargaining agreement, the requirements for the position and University policies and procedures.

30.1 General Provisions

- a. Each employee shall receive an individual employment contract or appointment letter upon initial appointment. The initial contract or appointment letter shall specify the period of appointment including the beginning date and the ending date, if applicable; the type of appointment; job title; the rank of the individual, if applicable; and the salary.
- b. Subsequent to the initial individual employment contract or appointment letter, the employee shall receive an individual Employment Status Statement. The Employment Status Statement shall be sent to each full-time employee within 30 working days after the beginning of the University's academic year/term, or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate:
  - (1) The basic monthly salary of the employee for the academic or fiscal year, including the salary increase components;
  - (2) The employee's status (e.g., temporary, clinical faculty, multi-year contract, terminal contract, Academic Support Professional);
  - (3) The employee's rank, if applicable;
  - (4) That the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of this collective bargaining agreement.
- c. Modifications in the employee's annual base salary requiring ratification by the Board of Trustees will be reflected in a revised statement, which will be issued within 30 working days from the date of Board ratification. Any modification in the employee's salary, apart from annually negotiated salary changes, will be reflected in a revised statement which will be issued within 10 working days.
- d. At least once per semester, the University shall notify each employee of, where applicable: (1) the number of days of sick leave the employee has accrued, classified as pre- and post-January 1, 1984, days; as post-December 31, 1998



days; and of those days accumulated under Section 39.7.c, and (2), where applicable, the number of days of annual leave the employee has accrued.

### 30.2 Lecturer Appointments

- a. The appointment of a Lecturer shall be contingent upon program need, performance evaluation, and availability of funds and shall be compensated at a rate specified in Section 41.1. Faculty with temporary appointments (Lecturers) may be hired and assigned the rank of instructor, visiting assistant professor, visiting associate professor, or visiting professor provided they meet the Chicago State University criteria for the proposed rank, or they hold the same rank at another university. In addition, Lecturers may be promoted to visiting instructor, visiting assistant professor, visiting associate professor, or visiting professor if their performance and/or credentials support such a promotion. The Provost will assign the designated rank.
- b.
  - (1) Each academic year, the University will seek to provide appointments to Lecturers of at least two semesters. Upon request, the employee and the Union Chapter President shall be provided with written reasons for any appointment that is less than the period provided above.
  - (2) Lecturers who have attained 10 or more years of instructional service with the University are eligible for renewable five-year contracts if they have earned “highly effective” performance evaluations for three of the preceding five years. Once the five-year appointment status has been achieved, Lecturers must receive “highly effective” performance evaluations for their teaching/primary duties in at least three of the next five years, to continue renewing the five-year multi-year appointment. Lecturers on a multi-year appointment will receive the title of Senior Lecturer for as long as they are on a multi-year contract. Upon the attainment of Senior Lecturer status, a lecturer will have \$500 added to their base salary. If a lecturer fails to maintain their Senior Lecturer status, they will not lose the \$500 additional compensation. However, if, after losing such status, the Unit B member once again attains Senior Lecturer status they will not receive an additional \$500 added to their base salary.
  - (3) If Lecturers fail to attain a multi-year contract because of not achieving sufficient numbers of highly effective evaluations, they will be eligible again after earning two “highly effective” performance evaluations within five years.
  - (4) Lecturers on multi-year appointments must continue to earn a minimum level of “satisfactory” performance on annual evaluations to continue in the current multi-year contract.

- (5) Notwithstanding the foregoing, all lecturer appointments are subject to the provisions of Article 30.2a.
- (6) Any unpaid leave in excess of six months granted during a multi-year contract, except leave taken in accordance with Article 30.2.e.(1)., will void the contract. After the leave has been completed, a new multi-year contract shall be issued if in the previous five years the lecturer has attained two highly effective evaluations.
- (7) Multi-year Lecturer contracts shall not be construed as any form of tenure or guaranteed employment beyond the terms and conditions specifically set forth in this Article.

c. Reemployment Roster for Lecturers

- (1) By February 15th of each academic year, all employees holding non-multiyear Lecturer appointments shall notify in writing the Chair of the department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available Lecturer appointment for which they are qualified.
- (2) If an employee's address and/or phone number changes between February 15th and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the Department Chair in writing of that change.
- (3) By March 15th of each academic year, the Department Chair shall develop a listing of all employees wishing to have employment in the department in Lecturer positions in the subsequent academic year provided that a satisfactory evaluation conducted in accordance with Section 30.2.c and Section 33.1 shall be required for an employee's name to be placed on the reemployment roster.
- (4) By April 1st of each academic year, the Department Chair shall notify employees of their position on the Lecturer reemployment roster.
- (5) The roster shall be submitted to the Dean and the appropriate University Vice President for review. A copy of the roster shall be available in the department office. Additionally, a copy shall be provided to each Lecturer and to the Union Chapter President.

d. Use of the Reemployment Roster

- (1) When determining to whom to offer a Lecturer appointment, the Department Chair shall proceed through the names on the reemployment opportunities roster in the order in which they appear on the roster, provided, however, that program needs shall be taken into account which may result in an out of seniority order offer. A Department Chair may

offer an available Lecturer appointment to a candidate whose name is not on the roster if her/his decision to do so is based upon program need. Any employment notification shall be subject to the operational needs of the department (e.g., enrollment and funds availability).

- (2) With the exception of the period beginning two weeks prior to the commencement of classes, the offer shall be conveyed in writing. Although oral offers may be made as well, such valid offers shall be followed by a written verification within 10 working days.
- (3) Employees shall have 15 working days from the date postmarked on the envelope containing the written offer to accept the offer.

e. Break in Service

- (1) If a Lecturer who has completed four consecutive years of service of half time or more and whose name appears on the roster is reemployed in a position of fifty percent or more after requesting and receiving a leave of absence of no more than one year, she/he will be included in the bargaining unit immediately upon in-unit reemployment. An employee who receives a requested break in service shall maintain her/his seniority on the reemployment roster.
- (2) If a Lecturer who has completed at least two consecutive years of service of half-time or more is not offered in-unit employment for a period not to exceed one year, she/he will be included in the bargaining unit upon in-unit reemployment maintaining her/his seniority on the reemployment roster.

- f. When a department plans to fill a new or vacant tenure-track position, an employee holding a Lecturer appointment shall be granted a preliminary interview, if she/he is qualified for the position, and if she/he follows the necessary application procedure. A University-wide announcement, including a departmental posting, of new or vacant positions shall be made at least one month prior to the deadlines for applications. A copy of the announcement shall be provided to the Union Chapter President.

### 30.3 Temporary Academic Support Professionals

- a. Temporary Academic Support Professionals shall become part of the bargaining unit when they are employed full time for more than one consecutive academic year, or, for appointments of fifty percent or more, employed for more than two consecutive academic years.
- b. The appointment of a temporary Academic Support Professional shall be contingent upon program need and shall be compensated at a rate specified in Section 41.1.

- c. 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; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines.

#### 30.4 Clinical Faculty Appointments

- a. The appointment of a Unit B clinical faculty professional shall be contingent upon program need, performance evaluation, and availability of funds and shall be compensated at a rate specified in Section 41.1. Eligibility requirements for inclusion as a clinical faculty member in Unit B are defined in Appendix I. All part-time clinical faculty (50 percent or more service, but less than 100 percent) are Unit B members. Clinical professionals may be hired and assigned the rank of clinical assistant professor, clinical associate professor, or clinical professor designations provided they meet the Chicago State University criteria for the proposed rank, or they hold the same rank at another university. In addition, clinical faculty may be promoted to clinical assistant professor, clinical associate professor, or clinical professor, if their performance and/or credentials support such a promotion. The Provost will assign the designated rank.
- b. Each academic year, the University will seek to provide appointments to Clinical Faculty of at least two semesters. Upon request, the employee and the Union Chapter President shall be provided with written reasons for any appointment that is less than the period provided above.
- c. Reappointment Roster for Clinical Faculty
  - (1) By February 15th of each academic year, all employees holding Unit B Clinical Faculty appointments shall notify in writing the Chair of the department in which they hold their appointment if they wish to be considered during the subsequent academic year for any available Clinical Faculty appointment for which they are qualified.
  - (2) If an employee's address and/or phone number changes between February 15<sup>th</sup> and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the Department Chair in writing of that change.
  - (3) By March 15th of each academic year, the Department Chair shall develop a listing of all clinical professionals wishing to have employment in the department in Clinical Faculty positions in the subsequent academic year provided that a satisfactory evaluation conducted in accordance with 30.2.b (4) and Section 33.1 shall be required for an employee's name to be placed on the reappointment roster.

- (4) By April 1st of each academic year, the Department Chair shall notify employees of their position on the Clinical Faculty reappointment roster.
  - (5) The roster shall be submitted to the Dean and the appropriate University Vice President for review. A copy of the roster shall be available in the department office. Additionally, a copy shall be provided to each Clinical Faculty and to the Union Chapter President.
- d. Use of the Reappointment Roster
- (1) When determining to whom to offer a Clinical Faculty appointment, the Department Chair shall proceed through the names on the reemployment opportunities roster in the order in which they appear on the roster, provided, however, that program needs shall be taken into account which may result in an out of seniority order offer. A Department Chair may offer an available Clinical Faculty appointment to a candidate whose name is not on the roster if her/his decision to do so is based upon program need. Any employment notification shall be subject to the operational needs of the department (e.g., enrollment and funds availability).
  - (2) With the exception of the period beginning two weeks prior to the commencement of classes, the offer shall be conveyed in writing. Although oral offers may be made as well, such valid offers shall be followed by a written verification within 10 working days.
  - (3) Employees shall have 15 working days from the date postmarked on the envelope containing the written offer to accept the offer.
- e. Break in Service
- (1) If a clinical professional who has completed four consecutive years of service of half time or more and whose name appears on the roster is reappointed in a position of fifty percent or more after requesting and receiving a leave of absence of no more than one year, she/he will be included in the bargaining unit immediately upon in-unit reappointment. An employee who receives a requested break in service shall maintain her/his seniority on the reappointment roster.
  - (2) If a clinical professional who has completed at least two consecutive years of service of half-time or more is not offered in-unit employment for a period not to exceed one year, she/he will be included in the bargaining unit upon in-unit reappointment maintaining her/his seniority on the reappointment roster.
- f. When a department plans to fill a new or vacant tenure-track position, an employee holding a clinical appointment shall be granted a preliminary interview if she/he is qualified for the position, and if she/he follows the necessary application procedure. A University-wide announcement, including a

departmental posting, of new or vacant positions shall be made at least one month prior to the deadlines for applications. A copy of the announcement shall be provided to the Union Chapter President.

### **ARTICLE 31 LEAVE WITHOUT SALARY**

- 31.1 Lecturers, Clinical Professionals, and Academic Support Professionals
- a. A Lecturer or Clinical Professional who has completed three consecutive years of service at fifty percent or more may apply for a leave without salary for a period not to exceed one year. Reemployment opportunities will be provided in accordance with Article 30.
  - b. An Academic Support Professional may apply for leave without salary twenty-four months after the date of her/his initial employment at the University. This requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.
- 31.2 An application for leave without salary must be submitted to the employee's Department Chair or 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. The purposes for which a leave may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service. The three-month notification requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
- 31.3 A leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within 10 working days to an employee whose application for a leave without salary has not been approved. 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 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.
- 31.4 The initial grant of a leave without salary may be for a period of up to twelve months. For Academic Support Professionals, the leave may be extended upon the agreement of the University President for additional periods for a total leave which shall normally not exceed 24 consecutive months (two years) regardless of the percentage of the leave. Any extension exceeding 24 months total shall be reviewed based on the previously stated criteria, as well as whether the extension is in the best interest of the University. Each extension may be for a period of up to twelve months.

- 31.5 The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the University President at least three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This extension date requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
- 31.6 Upon return of an employee to the University from a leave without salary, that employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.
- 31.7 While on leave without salary, an employee shall, if eligible, retain accrued sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.
- 31.8 An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- 31.9 Time spent by an academic support professional on a leave without salary shall not be credited for the purpose of determining eligibility for administrative leave.
- 31.10 Compulsory Leave
- a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the President shall inform the employee in writing of the basis for the 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. The doctor chosen and paid for by the employee must be 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 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, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

- b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the 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 President shall place the employee on compulsory leave. The 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 credit shall be without pay.
- c. 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. If, after reviewing the opinion of a doctor chosen and paid for by the University or of a doctor acceptable to the University chosen and paid for by the employee, and other materials relevant to the employee's illness or injury, the President concludes an employee is unable to return to work at the end of the compulsory leave, the 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 5. Termination under these circumstances shall not be considered to be a disciplinary action.

**ARTICLE 32**  
**PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

32.1 Assignment of Duties for Unit B employees

- a. The Professional obligation of a Lecturer is composed of assigned teaching/primary duties, which will be specified in the letter of appointment and will receive a credit unit value.
- b. The assigned obligation of a Lecturer shall be as follows:
  - (1) A range of 18 to 24 credit units for an academic calendar period of two semesters for a 9-month appointment or:
    - i. 24 to 30 credit units for an academic calendar of 10 months. A full-time assignment shall cover a period from August 1 through May 30.



- ii. 27 to 33 credit units for an academic calendar of 11 months. A full-time assignment shall cover a period from August 1 through June 30.
    - iii. 30 to 36 credit units for an academic calendar of 12 months. A full-time assignment shall cover a period from July 1 through June 30.
  - (2) Credit units will be determined by the appropriate University Vice President in accordance with credit unit guidelines.
- c. The assigned obligation of a Temporary Resource Professional or Clinical Professional shall be as follows:
  - (1)
 

Period of Appointment:	Range:
9 months	18 to 24 credit units
10 months	24 to 30 credit units
11 months	27 to 33 credit units
12 months	30 to 36 credit units
  - (2) Assignments of scheduled activities for a resource professional shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the resource professional's total assignment of primary duties.
- d.
  - (1) The obligation of a Lecturer or Clinical Professional may be assigned in any combination of credit units within the ranges.
  - (2) A Lecturer or Clinical Professional shall be provided an opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.
- e. If a Lecturer or Clinical Professional is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.
- f. Up to six credit units may be assigned to a Lecturer or Clinical Professional in summer school and shall be compensated at the rate specified in Section 41.3.
- g. The assigned obligation of a Lecturer or Clinical Professional may be on campus, off campus, or some combination thereof.
- h. The appropriate University Vice President shall develop the forms to be used to record officially assigned duties and the timetable for distribution of credit unit guidelines for teaching professionals and resource professionals, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The appropriate University Vice President will review the forms and timetable with the Union Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by

October 15th unless otherwise agreed to by the Union Chapter President and the University Vice President.

### 32.2 Faculty Accessibility

Faculty interaction with individual students, other faculty, and University staff is recognized as essential in a successful learning environment. To provide individual student access to faculty, each full-time teaching/clinical professional shall maintain a schedule of at least four office hours per calendar week spread over at least three days or a schedule of at least five office hours per calendar week spread over at least two days. Each part-time teaching/clinical professional shall maintain a schedule of office hours commensurate with their teaching load. Clinical professionals whose assignments are primarily off-campus can schedule their required office hours at the off-campus site. Office hours for all employees shall be scheduled to allow reasonable access and shall be posted. If necessary, and with reasonable notice, faculty are expected to be accessible to meet students, other faculty, and staff on days and times other than those of posted office hours and scheduled classes. In the event that a full-time faculty member has a combined schedule of on-campus and online classes, the faculty member is expected to maintain two scheduled office hours on campus and two scheduled office hours online. Additionally, for hybrid classes the faculty member shall be available to meet with the students on-campus for at least two hours, at least three times per term; such meetings may be on the days when the class meets face-to-face. A faculty member who is teaching entirely online during a given term shall maintain at least four online office hours per calendar week spread over at least three days or a schedule of at least five online office hours per calendar week spread over at least two days. Phone availability and email availability are not replacements for scheduled office hours.

### 32.3 Credit Units and Credit Unit Equivalencies

- a. The University Credit Unit Equivalency Guidelines in Appendix F shall continue in effect through August 15, 2022.
- b. Except as provided in Section 32.3.c, below, the credit units referred to in Section 32.1, above, shall be computed by addition of the credit hours assigned by the University to the courses assigned to an employee.
- c.
  - (1) The appropriate University Vice President may assign employees to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, or service as a departmental student advisor as part of primary duties.
  - (2) The appropriate University Vice President may assign employees to perform activities in which the contact hours and credit hours are not equivalent. The appropriate University Vice President may also adjust the credit unit value of courses or activities based on the number of students or based on the location of the course or activity. Courses offered on an

independent study or tutorial basis may be given a credit unit value lower than the number of credit hours, as specified in the credit unit guidelines.

- d. Credit units shall be specified by the appropriate University Vice President for activities assigned or adjustments made pursuant to this Section. The credit unit value shall be counted toward fulfillment of the obligation specified in Section 32.1.
- e. The appropriate University Vice President may grant credit units for University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Section 32.1 above.
- f. If, as part of the assigned obligation, an employee is assigned to work on an externally funded grant or contract, the employee may request the appropriate University Vice President to exclude such work from the employee's assigned obligation specified in Section 32.1 above. The appropriate University Vice President shall review each request for exclusion individually. If the work is not excluded, the appropriate University Vice President shall determine the value of such work in terms of credit units or time.

#### 32.4 Overload

- a. A Lecturer or Clinical Professional may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of the top of the relevant credit unit range specified in Sections 32.1.b and 32.1.c, above, or in excess of summer school maximums. Excess units under this Section shall be compensated at the rate specified in Section 41.7. Assignment of involuntary teaching or performance of primary duty overload shall not exceed one three credit unit course per academic term.

No more than 36 CUEs may be assigned over a 9-month period, 40 CUEs over a 10-month period, 44 CUEs over an 11-month period or 48 CUEs over a 12 month period. However, an assignment in excess of these upper limits may be made for program need with prior approval.

- b.
  - (1) If a Lecturer or Clinical Professional is absent from her/his duties, another employee may be requested or assigned to perform the absent teaching professional's or resource professional's duties. Except as specified in Section 32.4.b.(2), below, the assignment shall be without compensation.
  - (2) If the assignment is in excess of the top of the relevant credit unit range specified in Sections 32.1.b and 32.1.c, above, or in excess of six credit units in summer school 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 professional) the Lecturer or Clinical Professional shall

receive compensation prorated for the period of assignment as specified in Section 41.7, beginning with the third week of the assignment.

### 32.5 Summer School Appointments

- a. Each academic year, the appropriate University Vice President shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer school.
- b.
  - (1) A department's rotation plan will be used to determine which, if any, department employees will be offered departmental summer school employment. Employees on terminal contracts will not be eligible for summer school employment.
  - (2) Program needs shall supersede a department's rotation plan in determining which, if any, department employees will be offered departmental summer school appointments. Except for special program needs, department employees shall be given priority in the award of summer school employment.
  - (3) Tenured/tenure-track employees shall be given priority over Lecturers in the award of summer school appointment except that a full-time Lecturer who is replacing a tenured/tenure-track faculty member on leave may hold a Lecturer appointment for the tenured/tenure-track faculty member's full period of appointment.
  - (4) Teaching professionals (Lecturers and Clinical) on 10-, 11-, and 12-month appointments may have summer assignments as part of their regular teaching assignments based upon programmatic need or specialization. No Unit B employee (including Academic Support Professionals) is eligible to teach for additional compensation during regular work hours.
- c. After a review of the summer school rotation plans, the appropriate University Vice President will consult with the Union Chapter President regarding guidelines for use by departments in reviewing existing rotation systems. The guidelines will be sent to each department by October 15th.
- d. By November 1st of each calendar year, each Department Chair, after consultation with department employees, shall submit the department's rotation plan to the appropriate Dean and University Vice President for approval. The appropriate University Vice President shall review all plans to ensure their consistency with University guidelines and shall review all plans to ensure that department employees have equal access to departmental assignments during a summer school. If an employee has a summer session assignment which is not assigned through the employee's department, or which results from an externally

funded grant or contract which the employee has obtained, the assignment shall not affect the employee's position on her/his rotation roster. By December 15, the appropriate University Vice President shall provide to the Department Chair, with copies to all department employees, a written statement which (1) approves the department's rotation plan; or (2) disapproves the department's rotation plan in whole or in part. In the event of disapproval in whole or in part, the statement will contain the reasons for disapproval and any suggestions for modifications of the plan. If a department has no approved rotation plan by February 1, the appropriate University Vice President, after consultation with the Union Chapter President, shall establish a rotation plan for the department.

32.6 The reasonableness of an official assignment or modification of an assignment, the specification of a credit unit value, or an assignment of excess duties shall be subject to Article 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

### 32.7 Course Cancellations

Courses will only be cancelled after regular registration. In the case of course cancellations or reassignment, during the academic year or the summer school, employees shall receive \$100.00 compensation per class meeting for any classes held.

### 32.8 Assignment of Duties for Academic Support Professionals

#### a. Definition of Assigned Obligation

The professional obligation of Academic Support Professionals indicated in their official job descriptions includes a diversity of duties and responsibilities. The assigned duties of an Academic Support Professional shall be reflected in an annual work plan. Each Academic Support Professional shall receive a job description at the time of appointment, and an annual work plan within 30 calendar days after the appointment. Each Academic Support Professional will receive a final work plan for the next year by the date specified on the University timetable, effective on July 1. Each assigned duty in the work plan will receive a full-time effort (FTE) percentage value.

- (1) For Academic Support Professionals, 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.
- (2) The assigned obligation of a part-time Academic Support Professional shall be proportionate to her/his appointment and fall within the time frame of the appointment.
- (3) 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. The UPI President will be notified of any proposed permanent reassignments.

b. Annual Work Plan

- (1) Each Academic Support Professional and her/his supervisor shall meet annually to review the employee's official job description, and, on the basis of the job description, to discuss a written work plan for the employee. This work plan shall identify priorities among the duties and responsibilities listed on the job description. When appropriate, it shall provide specification of assigned duties, state expectations about scheduling, and identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the written work plan, and shall submit it to the Dean and the appropriate University Vice President for approval. Each Academic Support Professional shall receive a copy of her/his approved work plan for the next year by the date specified in the university timetable.
- (2) In an Academic Support Professional's annual evaluation, the employee's work plan for the year under evaluation shall be the guideline for evaluating the employee's performance of the duties and responsibilities listed on her/his official job description.

c. Modification of Official Job Descriptions

- (1) If the appropriate University Vice President wishes to modify an employee's official job description, the supervisor shall consult with the employee about the proposed modification, and provide 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 University Vice President. The Academic Support Professional shall receive a copy of any modification of her/his official job description.
- (2) Modifications of official job descriptions shall become effective on the date specified on the description. The employee shall receive a copy of the modified job description prior to the effective date.

d. Modification of Annual Work Plans

If during the period to which a work plan applies, a significant change occurs in the assigned duties specified on an Academic Support Professional's annual work plan, this change shall be reflected in a written modification of the work plan. If such a change constitutes an increase in workload, the work plan shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with Section 32.8.f below.

- (1) An Academic Support Professional may request modification of her/his work plan. Such a request shall be made in writing to the employee's supervisor.
- (2) 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 University Vice President. The Academic Support Professional shall receive a copy of any approved modification of her/his work plan.
- (3) The date upon which any approved modification of an annual work plan becomes effective shall be specified in the written modification of the work plan.

e. 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 assignment of duties, and shall be subject to the consideration of maintaining the effective operation of the department/unit.

f. Additional Assignments

- (1) With the approval of the appropriate University Vice President, 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 (FTE). It must be identified as a special project and must have a specific beginning and end.
- (2) An employee given a special overload project assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed twenty-five percent of the base salary the employee will receive during the special assignment period. An Academic Support Professional on a special assignment may also have her/his normal work schedule adjusted by the appropriate University Vice President to reflect work on the special assignment.
- (3) An Academic Support Professional with a 12-month assignment who is assigned teaching responsibilities in excess of his/her normal workload during the academic year or summer session shall be compensated in accordance with Section 41.7. An Academic Support Professional with less than a 12-month assignment who is assigned teaching responsibilities

in excess of his/her normal workload during the summer session shall be compensated in accordance with Section 41.3.

### 32.9 Outside Employment

An employee's performance of professional obligations to the University as specified in Sections 32.1 and 32.8 shall be given priority over outside employment. An employee may identify herself/himself as representing the University in outside employment only when that representation is officially approved for that purpose by the University. In the absence of this approval, an employee may not identify herself/himself as representing the University.

32.10 The reasonableness of an official assignment or modification of an assignment, the specification of a credit unit value, or an assignment of excess duties, shall be subject to Article 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

## **ARTICLE 33 EVALUATION AND EVALUATION CRITERIA**

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

### 33.1 Evaluation Procedures for Lecturer or Clinical Faculty

- a. No Lecturer shall be evaluated until she/he has completed one full academic term of service at the University.
- b. Evaluation of employees on Lecturer or Clinical Faculty appointments shall consist of a review of the following by the Department Chair/Supervisor and the Dean/Director where applicable:
  - (1) Each academic term, all of an instructor's students, except those enrolled in practica, tutorials, independent study courses, and other such courses shall have the opportunity to evaluate their instructor's teaching effectiveness in accordance with methods and procedures specified in the approved statement of Departmental Application of Criteria. All official student evaluations remain the property of the University.
  - (2) Any other materials required by the statement of Departmental Application of Criteria in the area of teaching/primary duties;
  - (3) Any additional materials the employee submits as evidence of the effectiveness of her/his teaching/primary duties;



- (4) Materials in the employee's personnel file;
  - (5) Additional documentation of the materials specified in (2), (3), and (4) above, as requested by the Department Chair/Supervisor.
- c. (1) Following review of the documents, the Department Chair/Supervisor and the Dean/Director shall each write an evaluation of the employee's teaching/primary duties. The evaluations shall state whether and why the employee's degree of effectiveness in teaching/primary duties has been unsatisfactory, satisfactory, or highly effective, with reference to the performance standards specified in the appropriate Departmental Application of Criteria. In the event of an unsatisfactory recommendation, the evaluation must include a classroom visitation report by the Chair or designee as defined by the Departmental Application of Criteria. A copy of the evaluation shall be sent to the employee.

Upon the request of the employee, a conference shall be held between the Chair/Supervisor and the employee to discuss the written evaluation.

- (2) If an employee's performance is judged unsatisfactory, the Department Chair/Supervisor and/or Dean/Director, as appropriate, shall provide written reasons, based on the statement of Departmental Application of Criteria. The employee may forward the decision of the Chair/Supervisor and/or Dean/Director to the Union Chapter President who shall notify the Provost to initiate the selection process for review by an appeals committee. The Appeals Committee shall be composed of three bargaining unit members from Unit A and/or Unit B: one member selected by the employee, one member selected by the Chair/Supervisor, and the third by the two members selected. The Appeals Committee shall select a Chair and operate under procedures agreed to by the Union Chapter President and the Contract Administrator, within 30 calendar days of ratification of the current Contract. The recommendations of the Department Chair/Supervisor and/or Dean/Director and the Appeals Committee, if applicable, and the materials submitted by the employee shall be forwarded to the appropriate Vice President for final review and evaluation.
  - (3) A copy of the 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. A satisfactory evaluation of a Lecturer or Clinical Faculty shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 30.
- e. Departmental Application of Criteria

- (1) Each department shall have a statement of Departmental Application of Criteria, describing what materials and methods will be used in evaluating performance of Lecturers eligible for retention. If applicable, the DAC will also describe what materials and methods will be used in evaluating the performance of Clinical Faculty for reappointment. The Departmental Application of Criteria will contain:
  - (a) Categories of materials and activities appropriate for the department to use for the evaluation of teaching/performance of primary duties and the relative importance of these materials and activities; and
  - (b) A general statement of the methods to be used for evaluation of teaching/performance of primary duties including classroom visitations; and
  - (c) Any other evaluation criteria pertaining to Lecturers or Clinical Faculty.
- (2) Full-time Lecturers and greater than 50% Clinical Faculty will have input in developing sections that pertain to the evaluation of Lecturers and Clinical Faculty.
- (3) All department employees and the Union Chapter President shall receive a copy of the approved statement of Departmental Application of Criteria within 15 calendar days of approval.

### 33.2 Evaluation Procedures for Academic Support Professionals

- a. Each employee will have an approved job description and an approved annual work plan identifying priorities and performance expectations and a description of the materials and methods, signed by the employee and supervisor, which will be used to evaluate the employee's performance. Any permanent change in period of appointment, reorganization, or change in supervisor will necessitate a review of the job description, work plan and description of materials and methods used to evaluate employee performance, within 30 calendar days after the change, to ensure that the Academic Support Professional understands the evaluation procedure used by her/his supervisor.
- b. The employee shall receive a copy of the approved job description, work plan and description of materials and methods, which will be used to evaluate her/his performance. This description shall be reviewed annually by the employee and her/his supervisor at the time specified in the University timetable. Any suggested modifications in the materials and methods of evaluation resulting from the annual review by the employee and her/his supervisor shall be submitted to the University Vice President for approval by the date specified in the University timetable, and a copy shall be provided to the employee and to the Union Chapter President. The Academic Support Professional may attach a statement to the

modifications before the proposed work plan is forwarded to the University Vice President. The University Vice President's written response shall be sent to the employee and her/his supervisor within 30 calendar days of receipt of the request, and a copy shall be provided to the Union Chapter President.

- c. Each Academic Support Professional shall receive an annual written evaluation from her/his supervisor 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. 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 Section 34.1.

#### **ARTICLE 34 RETENTION OF ACADEMIC SUPPORT PROFESSIONALS**

##### **34.1 Retention Procedures**

- a. Each Academic Support Professional shall be evaluated annually by her/his supervisor. The evaluation shall occur in May.
- b. An evaluation in the first year of employment shall occur in the sixth month of employment.
- c. Regardless of the date of initial appointment, the calculation of years of employment of Academic Support Professionals will be based on a year of July 1 through June 30, provided, however, that:
  - (1) An Academic Support Professional hired between July and December 31 will enter her/his second year of service on the first July of her/his service at the University; and
  - (2) An Academic Support Professional hired between January 1 and June 30 will not enter her/his second year of service until the second July 1 of her/his service at the University; 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.
- d. In the employee's first, second, third, fourth, fifth, and each subsequent second year of employment in an Academic Support Professional position in the bargaining unit, the employee's annual 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.

- e. An Academic Support Professional may be recommended for non-retention because of program need or unsatisfactory performance of assigned duties.
- f. Each retention recommendation shall be reviewed by the appropriate Dean/Director, if any. The appropriate Dean/Director, if any, shall submit a written retention recommendation for consideration to the appropriate University Vice President. The appropriate University Vice President shall review these recommendations with the University President. By June 15, the University President shall notify the employee in writing of her/his decision regarding retention, and, if the decision is negative, shall provide written reasons based on the reasons specified in Section 34.1.e, as applicable. The employee's official job description, the approved statement of methods and materials of evaluation specified in Section 32.8, and the annual work plan shall be utilized in the evaluation.

#### 34.2 Notice of Non-Retention

An Academic Support Professional will receive notification of non-retention by February 1, prior to the expiration date of the contract.

### **ARTICLE 35 NOTICE OF VACANT POSITIONS**

Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant professional position. An Academic Support Professional who meets the advertised qualifications for the 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.

### **ARTICLE 36 TRANSFER**

*This Article applies only to Academic Support Professionals.*

- 36.1 36.1. The University President may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need. Where applicable, an employee's eligibility for leave without salary or eligibility for the compensable fringe benefits specified in Article 39 shall not be affected by transfer resulting from reorganization or program needs.

- 36.2 In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving department(s)/unit(s) shall be consulted by the University President to determine department/unit program needs, and the qualifications necessary for any employee to transfer into the department/unit. The department/unit response to the President's announcement of anticipated transfer shall be in writing. If the department/unit response indicates that either program needs or the qualifications of the employee to be transferred indicate that such a transfer is not appropriate at present, the President shall indicate her/his decision in writing to the department/unit. The consultation shall be held in sufficient time to allow department/unit response prior to the transfer determination. The Union Chapter President shall have prior notice of these consultations.
- 36.3 An employee may, through her/his Supervisor and, as applicable, Dean/Director, submit a request to the University President for transfer from one department/unit to another within the University, and within the same bargaining unit. The University President shall review the request with members of the other department/unit. Within 90 calendar days of submission of her/his request to the Supervisor, the employee shall receive notification in writing from the University President of the President's decision. If the University President grants the request, the employee shall be transferred.
- 36.4 With the consent of the employee, the University President may reassign an employee of a bargaining unit position to a position outside the bargaining unit, if the employee's responsibilities are changed substantially. If the employee is subsequently reassigned to a position in a bargaining unit in the department/unit in which her/his appointment was formerly located, the employee's salary shall be no less than it would have been as a result of non-discretionary increases if the employee had remained in the bargaining unit.

### **ARTICLE 37 PROGRAM REORGANIZATION**

*This Article applies to Academic Support Professionals.*

- 37.1 An Academic Support Professional who has been transferred to a new department/unit as a result of reorganization shall meet with her/his supervisor no later than 15 calendar days after the effective date of the reorganization to develop a description of the materials and methods which will be used to evaluate the employee's performance.
- 37.2 When plans are undertaken to reorganize a department/unit, all affected employees and the Union Chapter President shall be consulted and given opportunities to respond 10 working days prior to any reorganization. These responses shall be submitted in writing to the University President.
- 37.3 An employee's years of service, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 39 shall not be affected by a reorganization which results in the employee's transfer from one position to another within the bargaining unit.

**ARTICLE 38**  
**STAFF REDUCTION PROCEDURES**

38.1

- a. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be university-wide. Written notice shall be given to the employee(s) being laid off at least 10 working days prior to the layoffs.
- b. At any time during the first six months of employment, an Academic Support Professional may be released from service based upon performance, program need or budget constraints. One month's notice shall be given to an affected employee.

38.2 If the Board decides it is necessary to lay off employees according to Section 38.1, the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the university, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences.

38.3 The University President and the Board shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee and will present these other opportunities to the employee and the Union Chapter President within 10 working days of receipt of the updated resume. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 36, or retraining pursuant to Section 39.3. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights and benefits. The President shall accept an updated resume from the employee(s) being laid off.

38.4 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 cases of extreme and immediate financial exigency.

38.5

- a. Prior to the effective date of her/his layoff, an employee given notice of layoff may request a meeting with the appropriate University Vice President to establish: (1) the description of the employee's position at the time she/he was given notice of layoff, and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience. The appropriate University Vice President, 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. The University will maintain a list of employees who are laid off for a period of four 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 by certified mail of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this Section must be accepted within 15 calendar days from receipt. Acceptance will 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 shall be deleted from the list. As a result, the Board and the University shall have no further obligation to the employee.
  - c. During the four year period specified in Section 38.5.b, above, notice of bargaining unit employment opportunities at the University for which the employee is qualified shall be sent by certified mail to the employee at her/his last known address. If the employee applies for consideration within 15 calendar days from the date the notice is received for any such employment opportunity, she/he shall be granted an interview. If the employee fails to apply for the opportunity, or if the employee is not offered re-employment, her/his name shall remain on the layoff list for the remainder of the period specified in Section 38.5.b above.
  - d. An employee who has been laid off, and who accepts re-employment in a bargaining unit position at the University, shall, upon re-employment, be credited with any sick leave and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.
  - e. An Academic Support Professional who holds tenure in an academic department shall retain the layoff rights of a tenured faculty member.
- 38.6 An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program, and may continue to contribute toward and receive retirement credit in the State Universities Retirement System, if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs, or the State Universities Retirement Systems, so permit.

**ARTICLE 39**  
**COMPENSABLE FRINGE BENEFITS**

39.1 During the terms of this Contract, employee benefit programs (health, life, etc.) shall be provided to all employees covered by this Contract who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, 5 ILCS 375 *et. seq.*, as amended. The parties agree to accept all of the terms and conditions in employee benefits packages as determined by the Department of Central Management Services to be intended to apply to employees of Chicago 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.

39.2 Administrative Educational Leave

This Section applies to Academic Support Professionals, Clinical Faculty and Lecturers.

a. Eligibility

An Administrative Educational Leave is granted at the discretion of the University President. An Academic Support Professional may receive an Administrative Educational Leave only after completing at least five years of full-time service at the University. A Lecturer or Clinical Professional may receive an Administrative Educational Leave only after completing at least ten years of full-time service and being in receipt of a multi-year contract 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: study and research; professional growth related to the Academic Support Professional's, Clinical Professional's or Lecturer'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, proportionately distributed between Academic Support Professionals, Unit B Clinical Professionals, and Lecturers, provided that at the University there shall be at least one Administrative Educational Leave every two years.



d. Procedures

Administrative Educational Leave proposals shall be reviewed according to procedures established 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 working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for that denial to the employee who submitted the proposal.

e. Priority

If the number of acceptable Administrative Educational Leave proposals exceeds the number of available Administrative Educational Leaves at the University, priority of award shall be determined on the basis of years of service at the University or years of service since the last Administrative Educational Leave. If an employee has never had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of the number of years since 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, and full pay if leave is granted for one-half year.

g. Conditions

The Academic Support Professional, Clinical Professional or Lecturer 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, Clinical Professional or Lecturer will return to the University for a full year. In default of completing such service, the Academic Support Professional, Clinical Professional or Lecturer will refund to the University, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of salary received while on leave. Such written agreement will be cancelled at the end of the required year of service, or upon the non-retention, death, or permanent disability of the employee. By the end of the first academic term following return to the University from leave, the academic employee shall file an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the Administrative Educational Leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term

following return to the University from leave shall be subject to sanctions under Article 5 and shall not be eligible for future compensatory leaves.

### 39.3 Retraining Leave

This Section applies to Academic Support Professionals.

- a. The University President, at her/his discretion, may grant a retraining leave to an eligible Academic Support Professional for the purpose of acquiring new skills for the benefit of the University.
- b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method and timetable of the retraining leave. Applications submitted pursuant to Article 38, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.
- c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.
- d. Each employee who is granted a retraining leave shall agree to serve at the University for at least three academic years after the completion of the leave and shall give a judgment note to the Board 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.
- e. Upon completion of a retraining leave, an employee shall file an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the retraining leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from leave shall be subject to sanctions under Article 5 and shall not be eligible for future compensatory leaves. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 36, Transfer.
- f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave.

- g. Time spent by an Academic Support Professional on a retraining leave will not be credited for the purpose of determining eligibility for administrative educational leave.

#### 39.4 Parental Leave

A Lecturer or Clinical Professional who has completed four consecutive years of service at half time or more or an Academic Support Professional may use up to 20 days of earned sick 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 ten days shall be submitted to the appropriate University Vice President 30 calendar days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than ten days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

#### 39.5 Annual Leave

- a. Any Unit B employee on an 11- or 12-month contract shall earn annual leave at the rate of two days per month during each month, or major fraction thereof, of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.
- b. Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the employee's supervisor at least 30 calendar days in advance of the date on which the employee wishes to begin leave.
- c. A response shall be given within seven calendar days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate University Vice President and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

- d. Deductions of annual leave shall not be made for any Board-approved holiday. During the contractual period of appointment, any employee not on approved annual leave shall be accessible in accordance with Section 32.8.

#### 39.6 Military Leave

- a. A Lecturer or Clinical Professional who has completed two consecutive years of service at half time or more, or an Academic Support Professional 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, and
  - (2) Annual training
- b. During leaves for annual training, the employee while under contract shall continue to receive her/his regular compensation. During leaves for basic training, if such employee's compensation for military activities is less than her/his compensation as an employee, she/he shall receive her/his regular compensation as an employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.
- c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding, the employee's pro rata daily rate for working 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 39.6.a and b.

#### 39.7 Sick Leave

- a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the appropriate University Vice President, an employee may use additional accrued sick leave for such absences.

- b. 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.
- (1) 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.
  - (2) Nothing herein shall be construed to prevent or limit the University from requiring appropriate documentation prior to return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval which might affect scheduling and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick-leave days used will be prorated until the employee is able to return to a full-time status.
  - (3) Unused sick leave that can be used for sick leave buyout will be paid as part of earnings from the University during the period of up to two years of employment immediately preceding retirement, upon the employee's request, but subject to the 20% increase limitations set by SURS. The employee must submit an irrevocable election to retire prior to receiving this benefit. [Note: This Section applies to days eligible for compensation only, accrued between 01/01/84 and 12/31/98, and is subject to all applicable taxes.]
- c. Academic Support Professional
- (1) An Academic Support Professional who has accrued sick leave at the University shall, for purposes of this Contract, be credited with such accrual as of the effective date of this Contract. If the accrual exceeds 360 workdays, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 360 workdays specified in Section 39.7.c.(2), below. There shall be no loss of accrued sick leave upon transfer to another eligible position within the university.
  - (2) An Academic Support Professional may accrue sick leave during the term of employment at the University up to a maximum of 360 workdays. Accrual between 301 and 360 workdays shall be treated in accordance with Section 39.7.c.(3), hereafter. An employee who accrues the maximum will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum. An employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.5 days per month provided that the

sick leave balance of such employee remains at the maximum by the deduction of not more than 1.5 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.

- (3) Accrued sick leave earned in excess of 300 workdays shall be accumulated only for the purpose of credit to the State University Retirement System upon retirement of the employee. These days, once accrued, may neither be used for purposes of paid sick leave herein described, nor shall they be eligible for any cash payout as described in Section 39.7.c, hereafter.
- (4) A regular 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.
- (5) An Academic Support Professional of a state university who accepts employment at Chicago State University shall, if the employee's break in service does not exceed two years, be allowed to transfer any accrued sick leave if the employee has not received a lump sum payment for accrued sick leave. Only accrued sick leave which was earned before January 1, 1984 may be transferred. Restoration of accrued sick leave which was earned after December 31, 1983, shall be governed by Section 39.7.c of this Contract.
- (6)
  - (a) Upon cessation of employment with Board for at least 30 days, an Academic Support Professional, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984.
  - (b) The lump sum payment of accrued sick leave shall be computed as the product of the Academic Support Professional'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 39.7.c.(2) above, minus any days, of fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, of fractions thereof, accrued sick leave earned by the employee after December 31,

1983. Accrued sick leave days shall be used in the order in which they have been accrued.

- (c) An Academic Support Professional 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 with Board, is reemployed by the Board, may have her/his accrued sick leave restored if, within 30 calendar days after the commencement of such re-employment, the employee repays said lump sum payment to the Board. For each day of sick leave 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.
- (d) The provisions of Section 39.7.c are governed and controlled by Illinois Statute, specifically *30 ILCS 105/14.a*. This Section will automatically amend or repeal consistent with legislative action amending, altering, or abolishing the aforementioned Statute.
- (e) Upon recommendation of the appropriate University Vice President, the University President may grant an Academic Support Professional a leave with full pay for the period of time between the exhausting of sick leave benefits and the commencement of disability benefits 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 Contract; (3) is a participant in the State University Retirement System; and (4) has been determined eligible for disability benefits under the State Universities Retirement System.

d. Lecturer or Clinical Professional

- (1) A full-time Lecturer or Clinical Professional shall earn sick leave equivalent to one day 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 Lecturers or Clinical Professionals shall earn sick leave on a pro rata basis.
- (2) A Lecturer or Clinical Professional may not receive any benefit, either monetary or for service credit, from unused sick leave at the end of the academic year or at the end of their appointment, whichever is earlier.
- (3) Sick days earned by a Lecturer or Clinical Professional shall be cumulative up to 100 days. This shall not be affected by break in service.

- e. Sick leave must be taken in units of no less than one-half day. Sick leave must be filed whenever an employee is unable to perform her/his professional obligations, either on or off campus, for reasons of illness or injury. Procedures for reporting sick leave will be developed at the University and provided to each employee. An employee on sick leave will remain in that status until she/he informs the University that she/he is able to return to work.
- f. Sick leave may be used only during the term of an employee's period of appointment.
- g. Deductions of sick leave shall not be made during any 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.

#### 39.8 Personal Leave

This Section applies to Lecturers or Clinical Professionals who have completed six consecutive years of service at half time or more and to Academic Support Professionals.

Up to five days of earned (cumulative) sick leave per year may be used for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must receive approval prior to the leave being taken.

#### 39.9 Professional Meetings and Work-Related Travel

- a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.
- b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

#### 39.10 Bereavement

- a. This Section applies to Academic Support Professionals.

An employee shall be granted up to five regularly scheduled working days off surrounding the date of death and/or the funeral of an immediate family member. Immediate family is defined as spouse, son, daughter, mother (step or in-law), father (step or in-law), sister, brother, grandmother, grandfather, grandchild or domestic partner. An employee shall be granted up to three regularly scheduled working days off for the death and/or funeral of other deceased relatives. Documentation shall be provided when requested. Upon approval of the appropriate Vice President, an employee may use accrued sick leave for funeral requirements in excess of these three or five working days.



- b. This Section applies to Lecturers and Clinical Professionals.

An employee shall be granted up to five regularly scheduled working days off surrounding the date of death and/or the funeral of an immediate family member. Immediate family is defined as spouse, son, daughter, mother (step or in-law), father (step or in-law), sister, brother, grandmother, grandfather, grandchild or domestic partner. An employee shall be granted up to three regularly scheduled working days off for the death and/or funeral of other deceased relatives. Documentation shall be provided when requested. Upon approval of the appropriate Vice President, an employee may use accrued sick leave for funeral requirements in excess of these three or five working days.

- c. This Section applies to all Unit B employees.
- d. Bereavement leave beyond this amount may be approved by the employer representative under special circumstances and will be deducted from either annual leave or sick leave at the employee's choice, provided an accrual balance is available.

#### 39.11 Leave for Required Court or Witness Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction, or as a witness in a proceeding before any federal or state administrative agency, shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (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 the University is a defendant or respondent.

#### 39.12 Educational Benefits

- a. A full time employee may enroll for credit, excluding doctoral credit, at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.
- b. A part-time Lecturer, part-time Clinical Professional or Temporary Resource Professional, or a part-time Academic Support Professional, may enroll for credit at the University for a maximum of one course, or three credit hours, whichever is greater, in any academic term during which she/he is employed, with exemption from the payment of tuition and fees.
- c. The natural, adopted, foster, or stepchildren, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at Chicago State 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.

#### 39.13 Benefits While on Compensated Leave

- a. An employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect non-discretionary increases which the employee would have received if not on leave.

#### 39.14 Previously Accrued Leave

- a. If an employee has accrued cumulative annual leave and moves into a position in which annual leave is not accrued, cumulative annual leave will be maintained on the University's records until the employee moves into a position in which annual leave may be accrued, at which point the employee shall be credited with previously accrued annual leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Board Regulations.
- b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point an Academic Support Professional shall be entitled to a lump sum payment in accordance with Section 39.7.c. There shall be no loss of accrued sick leave upon transfer to another eligible position within the university.

### **ARTICLE 40 SALARY**

- 40.1 All salary increases shall be effective July 1, annually for each eligible Academic Support Professional and each eligible Clinical Professional, and August 16, annually, for each eligible Lecturer. Level of salary increases and award are subject to funding authorized and released to the University by the Governor and State Legislature.

40.2 The amount of the across the board increase will be:

For Academic Year 2018-2019: \$450 lump sum payment, not added to base salary, payable upon ratification to all bargaining unit members employed by the Employer at the time of ratification.

For Academic Year 2019-2020: 1.5% In addition, a \$1200 lump sum payment, not added to base, payable upon ratification to all full-time bargaining unit members employed by the Employer at the time of ratification.

For Academic Year 2020-2021: 2.25%

For Academic Year 2021-2022: 2.75%

40.3 General Eligibility

a. Except as provided in paragraph b. below, an employee of the University will be eligible for the salary increases specified in Articles 40 and 41 only if she/he is employed in a position in the bargaining unit as of the date of the ratification of this Contract by the Board and the Union, or August 16, 2018 whichever is later, and one of the following conditions applies:

- (1) Is an Academic Support Professional who was employed prior to March 1, in a bargaining unit position or is returning to a previously held bargaining unit position following employment in a permanent full-time position at the University prior to March 1 of the current fiscal year; or
- (2) Is a Lecturer, Clinical Professional or Temporary Resource Professional employed in a bargaining unit position or 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 preceding academic year.

b. An employee will not be eligible for salary increases specified in this Article if prior to her/his employment in a position in the bargaining unit, the employee has received a salary increase from the University during the current fiscal year.

40.4 Lecturers on multi-year contracts may elect to receive their annual salary over a nine- or a twelve-month period.

#### **ARTICLE 41 ADDITIONAL COMPENSATION**

Increases will be given in the following order: basic increase, equity, and minimum.

41.1 Equity and Minima Adjustments

Minima adjustments shall be made after all other salary & compensation increases specified in Articles 40 and 41.

Salary Minima, Academic Years 2018-2019 through 2021-2022:

Effective August 16 for Lecturers and July 1 for Academic Support Professionals and Clinical Professionals.

- (1) If after receipt of the basic increase specified in Article 40, above, and the equity adjustment specified in Article 41, if a Lecturer, Clinical Professional, Temporary Resource Professional, or Academic Support Professional is eligible for a minimum adjustment, the employee shall receive the basic increase, and the equity adjustment specified in Article 41 prior to any minimum adjustment. The minimum salary shall be as follows:
- (2) The minimum salary paid pro rata to part-time Unit B teaching faculty for a 3 CUE course is \$2,700.
- (3) The following full-time minimum salary as determined by earned degree and years in the bargaining unit shall be paid to full-time Lecturers and Clinical Lecturers:

<i>Period of Employment</i>	<i>FY 2018-2019</i>		
	<i>0.0%</i>		
<i>Degree</i>	<i>Bachelor</i>	<i>Master</i>	<i>Terminal</i>
1 – 5 years	\$2,138	\$2,203	\$3,239
6 – 10 years	\$2,591	\$3,045	\$3,563
11 – 15 years	\$2,719	\$3,625	\$3,886
16 or more years	\$2,980	\$3,886	\$4,145
<i>Period of Employment</i>	<i>FY 2019-2020</i>		
	<i>1.5%</i>		
<i>Degree</i>	<i>Bachelor</i>	<i>Master</i>	<i>Terminal</i>
1 – 5 years	\$2,170	\$2,236	\$3,288
6 – 10 years	\$2,630	\$3,091	\$3,616
11 – 15 years	\$2,760	\$3,679	\$3,944
16 or more years	\$3,025	\$3,944	\$4,207
<i>Period of Employment</i>	<i>FY 2020-2021</i>		
	<i>2.25%</i>		
<i>Degree</i>	<i>Bachelor</i>	<i>Master</i>	<i>Terminal</i>
1 – 5 years	\$2,219	\$2,286	\$3,362
6 – 10 years	\$2,689	\$3,160	\$3,698
11 – 15 years	\$2,822	\$3,762	\$4,033
16 or more years	\$3,093	\$4,033	\$4,302
<i>Period of Employment</i>	<i>FY 2021-2022</i>		

	<i>2.75%</i>		
<i>Degree</i>	<i>Bachelor</i>	<i>Master</i>	<i>Terminal</i>
1 – 5 years	\$2,280	\$2,349	\$3,454
6 – 10 years	\$2,763	\$3,247	\$3,780
11 – 15 years	\$2,899	\$3,866	\$4,144

	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>
Years of Service	<i>0.00%</i>	<i>1.5%</i>	<i>2.25%</i>	<i>2.75%</i>
1-4	\$2,775	\$2,817	\$2,880	\$2,959
5-9	\$3,021	\$3,066	\$3,135	\$3,222
10-14	\$3,144	\$3,191	\$3,263	\$3,353
15-19	\$3,577	\$3,631	\$3,712	\$3,814
20-24	\$3,700	\$3,756	\$3,840	\$3,946
25-29	\$4,194	\$4,257	\$4,353	\$4,472
30 or more	\$4,811	\$4,883	\$4,993	\$5,130

16 or more years	\$3,178	\$4,144	\$4,420

- (4) The following minimum salary as determined by years in a professional position shall be paid to Academic Support Professionals:

#### 41.2 Initial Appointment

A person who receives an initial appointment to a position in the bargaining unit for or during the academic year at the University shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in Section 41.1, as appropriate.

#### 41.3 Summer Session Salaries – Teaching Faculty on 9- and 10-month appointments

- a. Faculty in their last four years who submit an irrevocable declaration of intent to retire at the end of the last four years shall be guaranteed at least three CUEs of summer teaching employment. After four years of guaranteed summer employment, the faculty member will be removed from the summer rotation roster. Summer compensation will be 100% of monthly salary for an assignment of three CUEs, and 100% of two month's salary for an assignment of six CUEs. Assignments other than three, but no more than six CUEs shall be compensated on a monthly pro rata basis. For assignments with total CUEs exceeding six but up to nine, the rate for the CUEs exceeding six will be paid at the 50% rate.

- b. Non-final four:

Summer compensation will be 70% of monthly salary for an assignment of three CUEs, 70% of two month's salary for an assignment of six CUEs. Assignments other than three but no more than six shall be compensated on a pro rata basis. For assignments with total CUEs exceeding six but up to nine, the rate for CUEs exceeding six will be paid at the 50% rate.

- c. Faculty members will be assigned in both Units A and B according to Section 32.5, which assigns courses according to a departmental roster, and gives preference to Unit A faculty before Unit B faculty. The summer school committee will establish the course and order of priority in order for courses to be equitably distributed among departments in the award of summer school contracts. Consideration will be given to meeting student needs and equitable distribution of courses among departments. The union may appoint a representative to the summer school committee.

#### 41.4 Grant/Contract Salaries

- a. 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 appropriate University Vice President. For all such grant or contract work so excluded, an employee may earn up to a total of 40% of her/his basic salary in a twelve month period. This amount shall be in addition to the employee's basic salary.
- b. If an employee is assigned work related to the offering of externally funded contract instruction (with or without credit), such work will be excluded from her/his assigned obligation and the amount earned will be in addition to the employee's basic salary. The amount earned will be determined in accordance with the provisions of the client agreement and/or university policies and practices related to the payment of contract course salaries, and will be separate from the salary provisions of this Contract. Each employee who is offered such assignment will have the option of rejecting the assignment without prejudice. An annual report on contract instruction, including faculty assigned and their salaries, will be provided to the Union Chapter President.

#### 41.5 Counteroffer

Academic Support Professionals may apply for a counteroffer.

- a. The University President may approve a salary increase to retain an employee who has received a bona fide offer of other employment, which the University President has verified with an appropriate official. The employee's monthly salary following the effective date of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.
- b. The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the academic term which immediately succeeds the approval of the counteroffer by the President.
- c. An employee will not be eligible to receive a salary increase under paragraph a, above, until his/her fourth year of full-time employment at the University. An employee who receives an increase under paragraph a, above, will not be eligible to receive another such increase until the fourth year after the increase.

- d. An employee who receives an increase under paragraph a, above, will be eligible for the increases specified in Sections 41.2 and 41.4, if the employee is otherwise eligible for the increase under the terms of the Article, and under the terms of Section 40.3. An employee who receives an increase under paragraph a, above, shall not be eligible for the increase specified in Sections 40.1 and 40.2.
- e. 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 40.1, if: (1) the increase under paragraph a, above, is less than the increase specified in Section 40.1, and (2) the employee is otherwise eligible for the increase specified in Sections 40.1 and 40.2.
- f. Each employee who receives a salary increase under paragraph a, above, will agree to serve at the University for at least two academic years subsequent to the academic year in which the increase is received and shall give a judgment note to the Board of Trustees for the amount of the increase, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the employee.
- g. Within 30 calendar days after the approval of an increase under paragraph a, above, a report will be submitted to the Union President and the University Board. The report will 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 will include the name of the official with whom the President has verified the offer.
- h. The approval of or failure to approve an increase under paragraph a, above shall not be subject to the grievance procedure specified in Article 6. The Union may file a grievance concerning any other aspect of Section 41.5.

#### 41.6 Transfer and Reassignment Adjustments

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

- a. 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.

- b. Within 30 calendar days after the granting of an increase under Section 41.7, the Union President shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

#### 41.7 Overload

An employee who is assigned duties in excess of the top of the relevant credit unit range specified in Section 32.1, or in excess of six credit units in summer school and under Section 32.8.f.(3) will be compensated for excess teaching units at the rate of \$800 per credit unit.

#### 41.8 Off Campus Travel Compensation

An off campus instruction stipend shall be paid to all bargaining unit employees commuting to teach at an off campus site. Based on a semester long course taught once per week, the following compensation will be awarded:

- (1) \$300 for sites located 25 to 50 miles round trip from the Chicago State University campus.
- (2) \$480 for sites located over 50 miles round trip from the Chicago State University campus.

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

#### 41.9 Degree Completion Increment

If a full-time Lecturer and her/his chair agree in writing that earning an additional advanced degree would enhance her/his ability to serve the department, the Dean will consider recommending a salary increase for the Lecturer, effective the date the Lecturer starts employment in the semester following receipt of the degree.



## **UNIT C ARTICLES**

### **TECHNICAL SUPPORT STAFF (TSS)**

- Article 42      Employment Status and Notification
- Article 43      Leave Without Salary
- Article 44      Professional Responsibilities and Assignment of Duties
- Article 45      Evaluation and Evaluation Criteria
- Article 46      Retention of Technical Support Staff
- Article 47      Notice of Vacant Positions
- Article 48      Transfer
- Article 49      Program Reorganization
- Article 50      Staff Reduction Procedures
- Article 51      Compensable Fringe Benefits
- Article 52      Labor-Management Conferences
- Article 53      Salary

**ARTICLE 42**  
**EMPLOYMENT STATUS AND NOTIFICATION**

42.1 General Provisions

- a. Civil Service Technical Support employees shall receive a Notice of Employment Status. The Notice of Employment Status shall be sent to each employee within 30 working days after the beginning of the initial employment. The Notice of Employment Status shall indicate:
  - (1) The salary of the employee;
  - (2) The employee's hours of work per week;
  - (3) The employee's department and classification;
  - (4) That the employee's appointment is subject to the statutes and rules governing the University Civil Service System of Illinois, 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 this collective bargaining agreement.
  
- b. Each Non-Civil Service Technical Support employee shall receive an individual employment contract or appointment letter upon initial appointment. The initial contract or appointment letter shall specify the period of appointment including the beginning date and the ending date, if applicable; the type of appointment; job title; the rank of the individual, if applicable; and the salary. Subsequent to the initial individual employment contract or appointment letter, the employee shall receive an individual Employment Status Statement. The Employment Status Statement shall be sent to each employee within 30 working days after the beginning of the University's academic year/term or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate:
  - (1) The basic monthly salary of the employee for the academic or fiscal year, including the salary increase components;
  - (2) The employee's status (e.g., temporary, terminal, Technical Support employee, administrative and professional);
  - (3) The employee's rank, if applicable;
  - (4) That the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois and the Policies and Regulations of the Board of Trustees and the University, including the terms of this collective bargaining agreement.
  
- c. Modifications in the employee's annual base salary requiring ratification by the Board of Trustees will be reflected in a revised statement, which will be issued

within 30 working days from the date of Board ratification. Any modification in the employee's salary, apart from annually negotiated salary changes, will be reflected in a revised statement which will be issued within 10 working days of the modification.

- d. At least once each semester, the University shall notify each employee of, where applicable, (1) the number of days of sick leave the employee has accrued, classified as pre- and post-January 1, 1984, days; as post December 31, 1998 days; and of those days accumulated under Section 39.7.c. and (2), where applicable, the number of days of annual leave the employee has accrued.

#### 42.2 Technical Support Staff (TSS)

- a. Civil Service Technical Support employees shall become part of the bargaining unit when they have successfully completed their initial probationary period at the University.
- b. Non-Civil Service Technical Support employees shall become part of the bargaining unit when they become employed.
- c. The appointment of a Technical Support employee shall be contingent upon department need and shall be compensated at a rate specified in Section 53.2.

### **ARTICLE 43 LEAVE WITHOUT SALARY**

This Section applies to Civil Service Technical Support employees.

- 43.1 A Technical Support employee may apply for a leave without salary twenty-four months after the date of her/his initial employment at the University. This requirement may be waived by the Human Resources Director upon written request of the appropriate University Vice President and the applicant. A leave of absence request must be submitted to the employee's supervisor for approval. Upon the supervisor's approval, the request must be submitted to the Human Resources Director for implementation.

This Section applies to Non-Civil Service Technical Support employees.

#### 43.2

- a. An application for leave without salary must be submitted to the employee's Department Chair or Supervisor at least three months prior to the starting date of the requested leave.
- b. Leave without salary is granted at the discretion of the University President. Each application for leave is evaluated on an individual basis. Upon written request of the applicant, the University President will provide a written explanation within 10 working days to an employee whose application for a leave without salary has not been approved. 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 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

- c. The initial grant of a leave without salary may be for a period of up to twelve months. For Technical Support employees, the leave may be extended upon the agreement of the University President for additional periods for a total leave which shall normally not exceed 24 consecutive months (two years) regardless of the percentage of the leave. Any extension exceeding 24 months total shall be reviewed based on the previously stated criteria, as well as whether the extension is in the best interest of the university. Each extension may be for a period of up to twelve months.
  - d. The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the University President at least three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This extension date requirement may be waived by the University President upon written request of the applicant and approval by the appropriate University Vice President.
- 43.3 Upon return of an employee to the University from a leave without salary, that employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.
- 43.4 While on leave without salary, an employee shall, if eligible, retain accrued sick leave and annual leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.
- 43.5 An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.
- 43.6 Compulsory Leave
- a. If the Human Resources Director believes an employee is unable to perform assigned duties due to illness or injury, the Human Resources Director shall inform the employee in writing of the basis for the Human Resources Director'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 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, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply an additional medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

- b. If, after reviewing the medical opinions and other materials relevant to the employee's illness or injury, the Human Resource Director 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 Human Resources Director shall place the employee on compulsory leave. The Human Resources Director shall notify the employee in writing of the duration of the compulsory leave period.
- c. 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 Human Resources Director concludes the employee is able to return to work, the employee may return to work the next calendar month.
- d. If, after reviewing the opinion of a doctor chosen and paid for by the University or of 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 President concludes an employee is unable to return to work at the end of the compulsory leave, the Human Resources Director 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 the State University Civil Service Statutes & Rules *110 ILCS Section 250.10*. Termination under these circumstances shall not be considered to be a disciplinary action.

**ARTICLE 44**  
**PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

44.1 Assignment of Duties for Technical Support Employees

a. Definition of Assigned Obligation

The professional obligation of Technical Support employees is indicated in their official job description which includes a diversity of duties and responsibilities. The assigned duties of a Technical Support employee shall be reflected in an annual work plan. Each Technical Support employee shall receive a job description at the time of appointment and an annual work plan within 30 calendar days after the appointment. Each Technical Support employee will receive a final work plan for the next year by the date specified on the university timetable, effective on July 1. Each assigned duty in the work plan will receive a full-time effort (FTE) percentage value.

- (1) For Non-exempt Civil Service Technical Support employees, full-time effort shall be defined as a flexible work week averaging 35 hours per week.
- (2) For Exempt Civil Service Technical Support employees and Non-Civil Service Technical Support employees, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week.
- (3) In the case of permanent job reassignment, Technical Support employees must be notified in writing at least two weeks in advance of the permanent reassignment.
- (4) An employee who accepts teaching responsibilities in addition to regular duties will be compensated at the rate of \$800 per credit unit.

b. Annual Work Plan

- (1) Each Technical Support employee and her/his supervisor shall meet annually to review the employee's official job description and, on the basis of the job description, to discuss a written work plan for the employee. This work plan shall identify priorities among the duties and responsibilities listed on the job description. When appropriate, it shall provide specification of assigned duties, shall state expectations about scheduling, and shall identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the written work plan and shall submit it to the Director and the appropriate University Vice President for approval. Each Technical Support employee shall receive a copy of her/his approved work plan for the next year by the date specified in the university timetable.
- (2) In a Technical Support employee's annual evaluation, the employee's work plan for the year under evaluation shall be the guideline for

evaluating the employee's performance of the duties and responsibilities listed on her/his official job description.

c. Modification of Official Job Descriptions

If the appropriate University Vice President 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 Technical Support employee may attach a statement reacting to the proposed modification and forward it to the University Vice President. The Technical Support employee shall receive a copy of any modification of her/his official job description.

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

d. Modification of Annual Work Plans

This Section applies to Civil Service Technical Support employees.

- (1) If, during the period to which a work plan applies, a significant change occurs in the assigned duties specified in a Civil Service Technical Support employee's annual work plan, this change shall be reflected in a written modification of the work plan. If such a change constitutes an increase in workload, the supervisor or employee may request a job audit through the Human Resources Department. The results of the job audit shall determine the appropriate classification and salary.

This Section applies to Non-Civil Service Technical Support employees.

- (2) A Technical Support employee may request modification of her/his work plan. Such a request shall be made in writing to the employee's supervisor. If a Technical Support employee's supervisor wishes to modify the employee's work plan she/he shall consult with the employee about the modification, providing the employee with a copy of the proposed modification. The date upon which any modification of an annual work plan becomes effective shall be specified in the revised work plan.

e. Scheduling

Scheduling shall be flexible to accommodate the exercise of discretion necessary for the performance of technical duties, shall bear a reasonable relationship to the Technical Support employee's total assignment of duties, and shall be subject to the consideration of maintaining the effective operation of the department/unit.

f. Additional Assignments

- (1) With the approval of the appropriate University Vice President, a special overload project may be assigned to a Technical Support employee who requires the performance of duties in excess of the employee's full-time effort (FTE). It must be identified as a special project and must have a specific beginning and ending date.
- (2) An Exempt Civil Service employee or a Non-Civil Service 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 twenty percent of the base salary the employee will receive during the special assignment period. A Technical Support employee on a special assignment may also have her/his normal work schedule adjusted by the appropriate University Vice President to reflect work on the special assignment.
- (3) Non-exempt Civil Service Technical Support employees shall be paid time and one-half for all work in excess of 35 hours per work week in compliance with the Fair Labor Standards Act.
- (4) An employee who accepts teaching responsibilities in addition to regular duties will be compensated at the rate of \$800 per credit unit.

44.2 Outside Employment

An employee's performance of professional obligations to the University as specified in Sections 44.1 shall be given priority over outside employment. An employee may identify herself/himself as representing the University in outside employment only when that representation is officially approved for that purpose by the University. In the absence of this approval, an employee may not identify herself/himself as representing the University.

- 44.3 The reasonableness of an official assignment or modification of an assignment, or an assignment of excess duties for a Non-Civil Service employee shall be subject to Article 6, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

**ARTICLE 45  
EVALUATION AND EVALUATION CRITERIA**

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



#### 45.1 Evaluation Procedures for Technical Support Employees

All Technical Support employees shall be evaluated in accordance with Section 44.1.b.

- a. Each employee will have an approved job description and an approved annual work plan identifying priorities and performance expectations and a description of the materials and methods, signed by the employee and supervisor, which will be used to evaluate the employee's performance. Any permanent reorganization or change in immediate supervisor will necessitate a review of the job description, work plan and description of materials and methods used to evaluate employee performance, within 30 calendar days after the change, to ensure that the Technical Support employee understands the evaluation procedure used by her/his supervisor.
- b. The employee shall receive a copy of the approved job description, work plan and description of materials and methods, which will be used to evaluate her/his performance. This description shall be reviewed annually by the employee and her/his supervisor at the time specified in the University timetable. Any suggested modifications in the materials and methods of evaluation resulting from the annual review by the employee and her/his supervisor shall be submitted to the University Vice President for approval by the date specified in the University timetable and a copy shall be provided to the employee and to the Union Chapter President.
- c. Each Technical Support employee shall receive an annual written evaluation from her/his supervisor 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. Copies of the evaluation shall be provided to the employee and placed in the employee's personnel file.
- d. Materials used in evaluation shall be in accordance with the approved work plan, job description, and description of materials and methods.
- e. Any dates for the above actions specified in the University timetable will reflect a reasonable time period and will be agreed upon by the University President and Union Chapter President.

### **ARTICLE 46 RETENTION OF TECHNICAL SUPPORT EMPLOYEES**

This Section applies to Non-Civil Service Technical Support Employees.

#### 46.1 Retention Procedures

- a. Each Non-Civil Service Technical Support employee shall be evaluated annually by her/his supervisor. The evaluation shall occur in May.

- b. An evaluation in the first year of employment shall occur in the sixth month of employment.
- c. Regardless of the date of initial appointment, the calculation of years of employment of Non-Civil Service Technical Support employees will be based on a year of July 1 through June 30, provided, however, that:
  - (1) A Non-Civil Service Technical Support employee hired between July 1 and December 31 will enter her/his second year of service on the first July 1 of her/his service at the University; and
  - (2) A Non-Civil Service Technical Support employee hired between January 1 and June 30 will not enter her/his second year of service until the second July 1 of her/his service at the University; 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 a Non-Civil Service Technical Support employee position in the bargaining unit.
- d. In the employee's first, second, third, fourth, fifth, and each subsequent second year of employment in a Non-Civil Service Technical Support position in the bargaining unit, the employee's annual evaluation shall include a recommendation for or against retention. An employee in the sixth and each subsequent second year of service in an Non-Civil Service Technical Support position in the bargaining unit who has been recommended for retention shall receive a two-year appointment.
- e. A Non-Civil Service Technical Support employee may be recommended for non-retention because of program need or unsatisfactory performance of assigned duties.
- f. The appropriate Dean/Director, if any, shall review each retention recommendation. The appropriate Dean/Director, if any, shall submit a written retention recommendation for consideration to the appropriate University Vice President. The appropriate University Vice President shall review these recommendations with the University President. By June 15, the University President shall notify the employee in writing of her/his decision regarding retention, and, if the decision is negative, shall provide written reasons for non-retention as a result of program need or unsatisfactory performance. The appropriate University Vice President shall review these recommendations with the University President. The employee's official job description and the approved statement of methods and materials of evaluation specified in Section 44.1 and the annual work plan shall be utilized in the evaluation.

#### 46.2 Notice of Non-Retention for Non-Civil Service Technical Support Employees.

A Non-Civil Service Technical Support employee will receive notification of non-retention by February 1, prior to the expiration date of the contract.

46.3 Notice of Non-Retention for Civil Service Technical Support Employees.

The non-retention of Civil Service Technical Support employees shall be in compliance with the Statute and Rules of the Illinois State Universities Civil Service System.

**ARTICLE 47  
NOTICE OF VACANT POSITIONS**

- a. Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant professional position. A Non-Civil Service Technical Support employee who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview. If a Non-Civil Service Technical Support employee is selected to fill a new or vacant position, her/his credit for years of service at the University shall not be affected.
- b. Prior to the deadline for applications, the University shall post on the Human Resources Employment Bulletin Board an announcement of any new or vacant Civil Service technical support staff position. Vacant positions of Civil Service Technical Support employees shall be filled in accordance with the Statute and Rules of the Illinois State Universities Civil Service System.

**ARTICLE 48  
TRANSFER**

*This Article applies only to Non-Civil Service Technical Support Employees*

- 48.1 The University President may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need. Where applicable, an employee's eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 51 shall not be affected by transfer resulting from reorganization or program needs.
- 48.2 With the consent of the employee, the University President may reassign an employee of a bargaining unit position to a position outside the bargaining unit, if the employee's responsibilities are changed substantially. If the employee is subsequently reassigned to a position in a bargaining unit in the department/unit in which her/his appointment was formerly located, the employee's salary shall be no less than it would have been as a result of non-discretionary increases if the employee had remained in the bargaining unit.

**ARTICLE 49  
PROGRAM REORGANIZATION**

*This Article applies to Non-Civil Service Technical Support Employees.*

- 49.1 A Non-Civil Service Technical Support employee who has been transferred to a new department/unit as a result of reorganization shall meet with her/his supervisor no later than 15 calendar days after the effective date of the reorganization to develop a description of the materials and methods which will be used to evaluate the employee's performance.
- 49.2 When plans are undertaken to reorganize a department/unit, all affected employees and the Union Chapter President shall be consulted and given opportunities to respond 10 working days prior to any reorganization. These responses shall be submitted in writing to the University President.
- 49.3 An employee's years of service, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 51 shall not be affected by a reorganization which results in the employee's transfer from one position to another within the bargaining unit.

**ARTICLE 50  
STAFF REDUCTION PROCEDURES**

50.1

- a. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be university-wide. Written notice shall be given to the employee(s) being laid off at least 10 working days prior to the layoffs.
- b. At any time during the first six months of employment, a Non-Civil Service Technical Support employee may be released from service based upon performance, program need or budget constraints. A one-month notice shall be given to an affected employee.

50.2

- a. If the Board decides it is necessary to layoff Non-Civil Service Technical Support employees according to Section 50.1 the factors which will be considered in light of the University's program needs, in determining which, if any, employees will be retained, are: length of full-time service at the university, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and professional experiences.

- b. If the Board decides it is necessary to layoff Civil Service Technical Support employees, the University State Civil Service System Statute and Rules shall be applied.

50.3 The University President and the Board shall make a reasonable effort to locate other equivalent employment within the University for a laid-off employee and will present these other opportunities to the employee and the Union Chapter President within 10 working days of receipt of the updated resume. 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, or transfer to another unit or position pursuant to Article 48. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights and benefits. The President shall accept an updated resume from the employee(s) being laid off.

50.4

- a. A Non-Civil Service Technical Support employee shall be given the same notice in the event of a layoff as would be given in the event of non-renewal of her/his appointment. Notice requirements shall not apply in cases of extreme and immediate financial exigency.
- b. Civil Service Technical Support employees shall be given notice of layoff in accordance with the Statute and Rules of the Illinois State Universities Civil Service System.

*This Section applies to Non-Civil Service Technical Support Employees.*

50.5

- a. Prior to the effective date of her/his layoff, a Non-Civil Service Technical Support employee given notice of layoff may request a meeting with the appropriate University Vice President to establish: (1) the description of the employee's position at the time she/he was given notice of layoff and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience. The appropriate University Vice President, 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.
- b. The University will maintain a list of employees who are laid off for a period of four 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 by certified mail of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this Section must be accepted within 15 calendar days from receipt, such acceptance to take effect not later than 30 calendar days from receipt of notice. If the offer is not

accepted, the employee's name shall be deleted from the list. As a result, the Board and the University shall have no further obligation to the employee.

- c. During the four-year period specified in Section 50.5.b above, notice of bargaining unit employment opportunities at the University for which the employee is qualified shall be sent by certified mail to the employee at her/his last known address. If the employee applies for consideration within 15 calendar days from the date the notice is received for any such employment opportunity, she/he shall be granted an interview. If the employee fails to apply for the opportunity or if the employee is not offered re-employment, her/his name shall remain on the layoff list for the remainder of the period specified in Section 50.5.b above.
  - d. An employee who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave 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.
  - e. A Non-Civil Service Technical Support employee who holds tenure in an academic department shall retain the layoff rights of a tenured faculty member.
- 50.6 Employees who are laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

## **ARTICLE 51 COMPENSABLE FRINGE BENEFITS**

- 51.1 During the terms of this Contract, employee benefit programs (health, life, etc.) shall be provided to all employees covered by this Contract who are eligible to participate in those programs in accordance with the Illinois State Employees Group Insurance Act, 5 ILCS 375 *et. seq.*, as amended. The parties agree to accept all of the terms and conditions in employee benefits packages as determined by the Department of Central Management Services to be intended to apply to employees of Chicago 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.

## 51.2 Administrative Educational Leave

*This Section applies to Non-Civil Service Technical Support employees.*

### 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 Non-Civil Service Technical Support employee'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 at the University there shall be at least one Administrative Educational Leave every two years.

### d. Procedures

Administrative Educational Leave proposals shall be reviewed according to procedures established 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 working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for that denial to the employee who submitted the proposal.

### e. Priority

If the number of acceptable Administrative Educational Leave proposals exceeds the number of available Administrative Educational Leaves at the University, priority of award shall be determined on the basis of years of service at the University or years of service since the last Administrative Educational Leave. If an employee has never had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time

service at the University. If an employee has had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of the number of years since 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 Non-Civil Service Technical Support employee shall, prior to the granting of Administrative Educational Leave, enter into a written agreement with the Board that upon termination of such leave the Non-Civil Service Technical Support employee will return to the University for a full year. In default of completing such service, the Non Civil Service Technical Support employee will refund to the University, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of salary received while on leave. Such written agreement will be cancelled at the end of the required year of service, or upon the non-retention, death, or permanent disability of the employee. By the end of the first academic term following return to the University from leave, the academic employee shall file an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the Administrative Educational Leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from leave shall be subject to sanctions under Article 5 and shall not be eligible for future compensatory leaves.

### 51.3 Retraining Leave

*This Section applies to Non-Civil Service Technical Support employees.*

- a. The University President, at her/his discretion, may grant a retraining leave to an eligible Non-Civil Service Technical Support employee for the purpose of acquiring new skills for the benefit of the University.
- b. The University will establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method and the timetable of the retraining leave. Applications submitted pursuant to Article 48, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.



- c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.
- d. Each employee who is granted a retraining leave shall agree to serve at the University for at least three academic years after the completion of the leave and shall give a judgment note to the Board 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.
- e. Upon completion of a retraining leave, an employee shall file an appropriately descriptive written account of his/her leave activities and accomplishments consistent with the goals and objectives stated in the retraining leave proposal, as specified on the report form, with the appropriate University Vice President, Dean, and Department Chair. The report shall be made available to her/his department and colleagues and shall be placed in the employee's personnel file. Academic employees who fail to submit a report by the end of the first academic term following return to the University from leave shall be subject to sanctions under Article 5 and shall not be eligible for future compensatory leaves. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 46, Transfer.
- f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave.
- g. Time spent by a Non-Civil Service Technical Support employee on a retraining leave will not be credited for the purpose of determining eligibility for administrative educational leave.

#### 51.4 Parental Leave

Technical Support employees may use up to 20 days of earned sick 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 10 working days shall be submitted to the appropriate University Vice President 30 calendar days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 working days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

#### 51.5 Annual Leave

- a. A Non-Civil Service Technical Support employee who is employed on a 12 month basis 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. A Non-Civil Service or Exempt Civil Service Technical Support employee who is employed on a 12-month basis may accrue annual leave during the term of employment at the

University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. Non-Civil Service or Exempt Technical Support employees who are 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 leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

- b. All Exempt Civil Service Technical Support employees who are employed on a 12-month basis shall earn annual leave at the rate of 2.08 work days per month during their first three years of service, which converts to 25 days per year. In their fourth through sixth years of service they shall earn 2.16 days per month, which converts to 26 days per year. In their seventh through ninth years of service they shall earn 2.25 days per month, which converts to 27 days per year. For nine or more years of service they shall earn 2.33 days per month, which converts to 28 days per year. An Exempt Civil Service Technical Support employee may accumulate leave to an amount equal to two times the employee's current yearly accumulation rate. The employee will cease to earn leave beyond this level except as the accumulation is decreased. An Exempt Civil Service Technical Support 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 their maximum amount allowed. Such additional leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the University, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.
- c. A Non-exempt Civil Service Technical Support employee who is employed on a 12-month basis shall earn annual leave at the rate of one day per month during each month or major fraction thereof of service in full-pay status for the first, second and third years of consecutive service. In their fourth, fifth and sixth years of consecutive service, they shall earn 1.24 work days per month, which converts to 15 work days per year. In their seventh, eighth, and ninth years of consecutive service they shall earn 1.5 work days per month, which converts to 18 work days per year. In the tenth, eleventh, twelfth, thirteenth, and fourteenth years of consecutive service they shall earn annual leave at the rate of 1.75 days per month, which converts to 21 work days per year. For the fifteenth and each following year of consecutive service they shall earn 2.08 work days per month, which converts to 25 work days per year. A non-exempt Civil Service Technical

Support employee may accumulate leave to an amount equal to two times the employee's current yearly accumulation rate. The employee will cease to earn leave beyond this level except as the accumulation is decreased. A Non-exempt Civil Service Technical Support 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 their maximum amount allowed. Such additional leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the University, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

- d. 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 supervisor at least 30 calendar days in advance of the date on which the employee wishes to begin leave.
- e. A response shall be given within seven calendar days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate departmental Director and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.
- f. Deductions of annual leave shall not be made for any Board-approved holiday.

#### 51.6 Military Leave

- a. A Technical Support employee who has completed six consecutive years of service at half time or more or a Technical Support 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, and
  - (2) Annual training.
- b. During leaves for annual training, the employee while under contract shall continue to receive her/his regular compensation. During leaves for basic training, if such employee's compensation for military activities is less than her/his compensation as an employee, she/he shall receive her/his regular compensation as an employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

- c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding, the employee's pro rata daily rate for working 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 39.6.a and b.

#### 51.7 Sick Leave

- a. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the appropriate department Director, an employee may use additional accrued sick leave for such absences.
- b. 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.
  - (1) 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.
  - (2) Nothing herein shall be construed to prevent or limit the University from requiring appropriate documentation prior to return to work from sick leave. Such documentation would indicate approval to return to work and state any limitations on such approval, which might affect scheduling, and/or performance of assigned duties and necessitate modification of the assignment. In such cases, sick-leave days used will be prorated until the employee is able to return to a full-time status.
  - (3) Unused sick leave that can be used for sick leave buyout will be paid as part of earnings from the University during the period of up to two years of employment immediately preceding retirement, upon the employee's request, but subject to the 20% increase limitations set by SURS. The faculty member must submit an irrevocable election to retire prior to receiving this benefit. [Note: This Section applies to days eligible for

compensation only, accrued between 01/01/84 and 12/31/98, and is subject to all applicable taxes.]

c. Technical Support Employees

- (1) A Non-Civil Service Technical Support employee who has accrued sick leave at the University shall, for purposes of this Contract, be credited with such accrual as of the effective date of this Contract. If the accrual exceeds 360 workdays, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 360 workdays.
- (2) A Non-Civil Service Technical Support employee may accrue sick leave during the term of employment at the University up to a maximum of 360 workdays. Accrual between 301 and 360 workdays shall be treated in accordance with Section 51.7.c.(5), hereafter. An employee who accrues the maximum will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum. An employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.5 days per month provided that the sick leave balance of such employee remains at the maximum by the deduction of not more than 1.5 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984 will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.
- (3) A Non-Civil Service Technical Support employee, while in pay status, shall earn non-cumulative sick leave at the rate of 10 days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment. A Non-Civil Service Technical Support employee, 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) A Civil Service Technical Support employee will accumulate sick leave at the rate of one working day for each month of service. The sick days are cumulative with no maximum as to the number of days the employee may accumulate.
- (5) Accrued sick leave earned in excess of 300 workdays shall be accumulated only for the purpose of credit to the State University Retirement System upon retirement of the employee. These days, once accrued, may not be used for purposes of paid sick leave herein described, nor shall they be eligible for any cash payout.

- (6) A Technical Support employee of a state university who accepts employment at Chicago State University shall, if the employee's break in service does not exceed two years, be allowed to transfer any accrued sick leave if the employee has not received a lump sum payment for accrued sick leave. Only accrued sick leave which was earned before January 1, 1984 may be transferred.
- (a) Upon cessation of employment with the University for at least 30 days, a Technical Support 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.
  - (b) The lump sum payment of accrued sick leave shall be computed as the product of the Technical Support 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 49.7.c.(2 & 4), minus any days, or fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fraction thereof, accrued sick leave earned by the employee after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.
  - (c) A Technical Support employee who has received a lump sum payment or accrued sick leave in accordance with this Section and who, within two years of the cessation of her/his employment with the University is reemployed by the University, may have her/his accrued sick leave restored if, within 30 calendar days after the commencement of such re-employment, the employee repays said lump sum payment to the University. For each day of sick leave restored, the employee shall repay the gross amount she/he was paid for one day of accrued sick leave. An employee may have part or all of her/his accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the University, she/he shall not be entitled to have any such sick leave so restored.
  - (d) The provisions of Section 49.7.c are governed and controlled by Illinois Statute, specifically *30 ILCS 105/14.a*. This Section will automatically amend or repeal consistent with legislative action amending, altering or abolishing the aforementioned Statute.
  - (e) Upon recommendation of the appropriate University Vice President, the University President may grant a Technical Support employee a leave with full pay for the period of time between the exhausting of sick leave benefits and the commencement of disability benefits 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 Contract; (3) is a participant in the State University Retirement System; and (4) has been determined eligible for disability benefits under State Universities Retirement System.

#### 51.8 Personal Leave

Technical Support employees may use up to five days of earned cumulative sick leave per year for personal days. Sick leave used for personal days shall be subtracted from earned sick leave. All requests for personal leave must receive approval prior to the leave being taken.

#### 51.9 Professional Meetings and Work-Related Travel

- a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.
- b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with written University policy.

#### 51.10 Bereavement

- (1) An employee shall be granted up to five regularly scheduled working days off surrounding the date of death and/or the funeral of an immediate family member. Immediate family is defined as spouse, son, daughter, mother (step or in-law), father (step or in-law), sister, brother, grandmother, grandfather, grandchild or domestic partner. An employee shall be granted up to three regularly scheduled working days off for the death and/or funeral of other deceased relatives. Documentation shall be provided when requested. Upon approval of the appropriate Vice President, an employee may use accrued sick leave for funeral requirements in excess of these three or five working days.
- (2) Bereavement leave beyond this amount may be approved by the departmental Director under special circumstances and will be deducted from either annual leave or sick leave at the employee's choice, provided an accrual balance is available.

#### 51.11 Leave for Required Court or Witness Service

A Technical Support 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 the University is a defendant or respondent.

#### 51.12 Educational Benefits

- a. A full time Technical Support employee may enroll for a maximum of two courses or six (6) credit hours during the fall and spring terms and three (3) credit hours for the summer term for a maximum of 18 credit hours annually, with exemption from the payment of tuition and fees. This excludes doctoral credits.
- b. A part-time Technical Support employee may enroll for credit at the University for a maximum of one course, or three credit hours, whichever is greater, in any academic term during which she/he is employed, with exemption from the payment of tuition and fees.
- c. The natural, adopted, foster, or stepchildren, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at Chicago State 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 divorced employee had been contributing to their support.

#### 51.13 Benefits While on Compensated Leave

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

#### 51.14 Previously Accrued Leave

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



position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point a Technical Support employee shall be entitled to a lump sum payment in accordance with Section 51.7.c.(6)(c).

**ARTICLE 52**  
**LABOR – MANAGEMENT CONFERENCES**

- 52.1 The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meeting shall be requested at least seven calendar days in advance by either party by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Prior to the meeting the purpose and locations shall be mutually agreed to, and the purpose of such meeting shall be limited to:
- a. Discussion on the implementation and general administration of this Contract.
  - b. Sharing of general information of interest to the parties.
  - c. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- 52.2 It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor-management conferences” nor shall negotiations for the purpose of altering any or all of the terms of this Contract be discussed at such meetings.
- 52.3 When absence from work is required to attend “labor-management conferences”, Union members shall, before leaving their work station, give reasonable notice to receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. No more than three Union members and three Administration representatives shall attend any one conference. Travel expenses associated with any “labor-management conferences” shall be the responsibility of the employee.

**ARTICLE 53**  
**SALARY**

- 53.1 All salary increases shall be effective July 1 for each eligible Technical Support employee. Level of salary increases and award are subject to funding authorized and released to the University by the Governor and State Legislature.
- 53.2 The amount of the across the board increase will be:
- For Academic Year 2018-2019: \$450 lump sum payment, not added to base salary, payable upon ratification to all bargaining unit members employed by the Employer at the time of ratification.

For Academic Year 2019-2020: 1.5% In addition, a \$1200 lump sum payment, not added to base salary, payable upon ratification to all full-time bargaining unit members employed by the Employer at the time of ratification.

For Academic Year 2020-2021: 2.25%

For Academic Year 2021-2022: 2.75%

### 53.3 General Eligibility

- a. Except as provided in paragraph b, below, an employee of the University will be eligible for the salary increases specified in Article 53 only if she/he is employed in a position in the bargaining unit as of the date of the ratification of this Contract by the Board and the Union, or August 16, 2018, whichever is later, and one of the following conditions applies:
- (1) Is a Technical Support employee who was employed prior to March 1 in a bargaining unit position; or
  - (2) Is returning to a previously held bargaining unit position following employment in a permanent full-time position at the University prior to March 1 of the current fiscal year.
- b. An employee will not be eligible for salary increases specified in this Article if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from the University. An employee will not be eligible for the salary increases specified in Section 40.2 if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from the University.

### 53.4 Equity and Minima Adjustments

The following minimum salary as determined by years in a technical position shall be paid to the technical support staff.

	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>
<b>Years of Service</b>	<b>0.00%</b>	<b>1.5%</b>	<b>2.25%</b>	<b>2.75%</b>
1-4	\$3,107	\$3,154	\$3,225	\$3,313
5-9	\$3,385	\$3,436	\$3,513	\$3,610
10-14	\$3,522	\$3,575	\$3,655	\$3,756
15-19	\$4,006	\$4,066	\$4,158	\$4,272
20-24	\$4,143	\$4,205	\$4,300	\$4,418
25-29	\$4,697	\$4,767	\$4,875	\$5,009
30 or more	\$5,386	\$5,467	\$5,590	\$5,744

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## **APPENDICES**

- Appendix B Step Two Grievance Form
- Appendix C Notice of Intent to Arbitrate
- Appendix D Faculty Research and Consulting Act Form
- Appendix E Educational Requirements for Tenure
- Appendix F Credit Unit Equivalencies
- Appendix G Distance Education
- Appendix H Definition of Unit B Academic Support Professionals
- Appendix I Definition of Unit B Faculty - Lecturers
- Appendix J Definition of Unit C – Technical Support Staff

## **MEMORANDA OF UNDERSTANDING**

- Memorandum of Understanding – Intersession
- Memorandum of Understanding – Department Application of Criteria (DACs)
- Memorandum of Understanding – Evaluation of Tenured Employees

**APPENDIX A: STEP ONE GRIEVANCE  
CHICAGO STATE UNIVERSITY UPI LOCAL #4100**

GRIEVANCE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

1. Grievant: \_\_\_\_\_

2. Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home Telephone Number: ( ) \_\_\_\_\_

3. Office Telephone Number: ( ) \_\_\_\_\_

4. Bargaining Unit: (Check One)      ( ) Unit A      ( ) Unit B      ( ) Unit C

5. Discipline, College and Department/Unit: \_\_\_\_\_

6. Mailing address – If grievant is represented by the Union, all communication should go to Union Grievance Representative

7. Specific Provisions of Agreement allegedly violated:

\_\_\_\_\_

8. Statement of Grievance:

(Be specific. Include dates of acts or omissions associated with the Provision(s) specifically violated)

\_\_\_\_\_

9. Remedy Sought Due to the Alleged Contractual Violation:

\_\_\_\_\_

10. I will be represented in this grievance by (check one):

( ) UPI                      ( ) myself

Union Grievance Representative's signature: \_\_\_\_\_

(If Union is representing grievant, the Union representative should sign here.)

I do ( ) do not ( ) want a postponement for 30 calendar days to seek informal resolution of this grievance. Any additional postponements must be done in accordance with Article 6.9.a.



**APPENDIX B: STEP TWO GRIEVANCE  
CHICAGO STATE UNIVERSITY  
UPI LOCAL #4100**

GRIEVANCE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

I hereby request that the President review the attached decision made in connection with the attached grievance because: (Please be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I received the Step One decision on: \_\_\_\_\_

And filed this request for review with the President's Office on \_\_\_\_\_

Received by: (check one) ( ) Certified registered mail, return receipt requested, or  
( ) Personal Delivery Acknowledgment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (month) (day) (year)

\_\_\_\_\_  
Signature of Union Grievance Representative (month) (day) (year)





**APPENDIX D:  
FACULTY RESEARCH AND CONSULTING ACT FORM  
CHICAGO STATE UNIVERSITY**

In accordance with Illinois law [University Faculty Research and Consulting Act (110 ILCS 100/et seq.)] and Board of Trustee Regulations [Section II.A.11, Outside Employment], full-time faculty of state institutions of higher education are required to obtain the prior written approval of the President, or designee, before undertaking, contracting for, or accepting anything of value in return for research or consulting service for any person or organization other than the University. Services for federal, state or local governments are exempted. An estimate of the amount of time that will be involved, and an annual statement of the time actually spent on such outside employment, shall be submitted to the President, or designee. A separate form is required for each project, each academic year.

Name \_\_\_\_\_ Department \_\_\_\_\_ Academic Year \_\_\_\_\_  
           Last                      First

<b>PART I</b> <b>REQUEST FOR APPROVAL TO ENGAGE IN OUTSIDE RESEARCH OR CONSULTING FOR NON-GOVERNMENTAL ENTITIES</b> <b>To Be Completed Before Beginning Outside Project</b>		
Name and Address of External Organization	Nature of Work Performed	ESTIMATED Time Expended
Name:	<input type="checkbox"/> Research <input type="checkbox"/> Consulting Briefly Describe:	Estimated Project Duration:
Street Address:		____/____/____ mm dd yy to
City:		____/____/____ mm dd yy
State and Zip Code:		Number of hours: ____ Per (check one): <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year
Faculty Signature _____ Date _____ Department Chairperson _____ Date _____ Approved   Not Approved College Dean _____ Date _____ Approved   Not Approved Provost _____ Date _____ Approved   Not Approved Distribution: Original retained by the Provost; copies sent by the Provost to the faculty member, Department Chairperson and Dean.		
<b>PART II:</b> <b>ANNUAL REPORT - Actual Time Expended To Be Completed at End of Academic Year</b>		
Project Duration: _____ Number of hours: _____ ____/____/____ to ____/____/____      Per (check one): <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year mm dd yy    mm dd yy		

Faculty Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Forward original to the Office of the Provost and VP for Academic and Student Affairs

**APPENDIX E:  
EDUCATIONAL REQUIREMENTS FOR TENURE AND FOR UNIT A  
CLINICAL/RESEARCH FACULTY APPOINTMENTS.**

All degrees must be earned, related to the discipline, and awarded by a degree-granting institution which has been accredited by the appropriate regional accrediting agency [and any affiliated international bodies] that are recognized by the U.S. Department of Education. The credit hours required beyond a Master's degree must be in a field appropriate to the discipline. The Provost will determine the appropriateness of a degree, equivalent degrees, certificates or education programs, or of the required credit hours beyond the Master's degree. The Provost for sound academic reasons may alter terminal degree requirements at any time after consultation with the Union Chapter President, the Academic Dean and the department. Degree requirements will be consistent with Illinois Board of Higher Education regulations for institutional type.

**Academic Programs, Department and Units**

*College of Arts and Sciences*

**African American Studies**

Ph.D. in African American Studies or in a related discipline.

**Anthropology**

Ph.D. in Anthropology or in a related discipline.

**Art and Design**

**Art**

Ph.D. in Art, Art History or in a related discipline.

**Art Educators**

Ph.D. or Ed.D. in Art Education.

**Artists and Artisans**

M.F.A. in Visual or Performance Arts or in a related discipline [M.A/M.S. with 30 graduate hours in a related discipline may be substituted for M.F.A. with Provost approval].

**Biological Sciences**

Ph.D. in Biology or in a related discipline for science.  
Ph.D. or Ed.D. for science education.

**Chemistry**

Ph.D. in Chemistry or in a related discipline for science. Ph.D. or Ed.D. for science education.

**Computer Science**

Ph.D., Ed.D., or Doctor of Arts in Computer Science or in a related discipline.

**Criminal Justice**

Ph.D. in Criminal Justice, Sociology, Psychology or related field; or J.D.

*Communication, Media Arts, Theater*

**CMAT: Communications or Speech;**

Ph.D. in communication, journalism, mass media or a related discipline.

**Performing Arts, Creative Writing and Theater**

Ph.D., D.F.A., M.F.A.

**Economics**

Ph.D. in Economics or in a related discipline.

**English**

Ph.D. in English or in a related discipline.

Ph.D. or Ed.D. for English education.

*Foreign Languages and Literature*

Ph.D. or Doctorate of Modern Languages in appropriate languages.

**Geography**

Ph.D. in Geography or in a related discipline.

**History**

Ph.D. in History or in a related discipline.

**Mathematics**

Ph.D., Ed.D., or Doctor of Arts in Mathematics or in a related discipline.

**Music**

Music Theory, Composition or Education; Ph.D. or D.M.A. or Ed.D. in Music or in Music Education;

**Performance Areas**

Ph.D., D.M., D.M.A., or M.M. in an appropriate instrument or vocal field [M.S./M.A./M.M] with 30 graduate hours in related discipline with Provost approval.

**Philosophy**

Ph.D. in Philosophy or in a related discipline.

**Physics**

Ph.D. in Physics or in a related discipline for science.

Ph.D. or Ed.D. for science education.

**Political Science**

Ph.D. in Political Science or in a related discipline.

**Psychology**

Ph.D. or Psy.D. in Psychology or in a related discipline

**Social Work**

M.S.W. and Ph.D. in Social Work or in a related discipline.

**Sociology**

Ph.D. in Sociology or in a related discipline.

*College of Business*

**Accounting and Finance**

DBA, Ph.D. in Business or in a related discipline, or J.D.

**Management**

DBA or Ph.D. in Business or in a related discipline.

**Marketing**

DBA or Ph.D. in Business or in a related discipline.

**Information Systems**

DBA or Ph.D. in Business or in a related discipline

*College of Education*

**Undergraduate Degree Programs**

Ph.D. or Ed.D. in a relevant discipline.

Bilingual Education

Career & Technical Education

Early Childhood

Elementary Education

Middle School

Physical Education & Recreation

Secondary Education (K-12 & 6-12)

**Graduate Degree Programs**

Ph.D. or Ed.D. in a relevant discipline.

Graduate Studies in Education

Higher Education

Instructional Foundations

Special Education

Physical Education

Reading

<b><u>Library, Information &amp; Media Studies</u></b>	Ph.D. or Ed.D. in a relevant discipline.
Library Science	
Communications Media	
Technology Education	
<b><u>Doctoral Studies</u></b>	Ph.D. or Ed.D. in a relevant discipline.
Administration and/or Supervision	
Curriculum and Instruction	
Curriculum Design	
<i>College of Health Sciences</i>	
<b><u>Health Studies</u></b>	Ph.D., Ed.D., M.D., or doctorate in Public Health or in a relevant discipline.
<b><u>Health Information Admin.</u></b>	Ph.D., Ed.D., M.D., or doctorate in a relevant discipline. Clinical Faculty must have a doctorate or a Master's degree in a relevant discipline.
<b><u>Nursing</u></b>	Ph.D., Ed.D., M.D., or a doctorate in Nursing or in a relevant discipline. Clinical Faculty must have a relevant doctorate degree or a Master's degree in Nursing.
<b><u>Occupational Therapy</u></b>	Ph.D., Ed.D., M.D., or doctorate in Occupational Therapy or in a relevant discipline. Clinical Faculty must have a doctorate or a Master's degree in a relevant discipline.
<i>College of Pharmacy</i>	
<b><u>Pharmacy Practice</u></b>	PharmD or Ph.D. in a relevant discipline, J.D. or M.D.
<b><u>Pharmaceutical Sciences</u></b>	PharmD, Ph.D., or D.Sc. in a relevant discipline, or M.D.
<i>Library and Instruction Services</i>	
<b><u>Library Science</u></b>	Ph.D. in Library Science or equivalent from an ALA accredited program, or Master of Library Science, Master of Library and Information Science, or equivalent from an ALA accredited program plus a second discipline Master's degree.
<b><u>Archival Science and Records Management</u></b>	Ph.D. in Library Science or equivalent from an ALA accredited program, or Master of Library Science, Master of Library and Information Science, Master of Archival Studies, Master of Archival Science, or equivalent from an ALA accredited program plus one a second discipline Master's degree.
<b><u>Instructional Technology</u></b>	Ph.D. or Ed.D. in Instructional Technology or equivalent from an NCATE accredited program, or Master of Science in Education plus a second discipline Master's degree.

**Information Systems**

Ph.D. in Library Science or equivalent from an ALA accredited program, or Master of Library Science, Master of Library and Information Science, or equivalent from an ALA accredited program plus a second discipline Master's degree in computer science, information science, or another relevant field.

***Counseling Center***

**Counselors**

Ph.D., Psy.D., or Ed.D. in a relevant discipline.

**APPENDIX F:  
CREDIT UNIT EQUIVALENCIES**

A credit unit equivalent (CUE) is the credit a faculty member receives toward her/his workload for an instructional or non-instructional assignment.

1. THE FORMULA FOR ALL COURSES EXCEPT THOSE LISTED HERE IS:

Contact hour = CUE

2. EXCEPTIONS FOR NURSING AND HEALTH SCIENCES CLINICAL COURSES, AND OCCUPATIONAL THERAPY.

**a. NURSING – Clinical Experience Courses**

7 Credit Hour Courses	=	12 clinical + 4 classroom periods for 1 CUE/faculty per contact hour for clinical experiences.
6 Credit Hour Courses	=	10 clinical + 4 classroom periods for 1 CUE/faculty per contact hour for clinical experiences.
Team Teaching	=	Contact CUEs divided among members of teaching team for participation in classroom lectures/presentations. Each faculty member shall receive a minimum of .5 CUEs for participation.
Course Coordinators	=	1.5 CUEs for course coordination.
Non-clinical Courses	=	3 CUEs for 3 classroom periods per 3 credit hour course without a clinical component. [Refer to Banner for official contact hours for all courses.]

**b. HEALTH SCIENCES**

Clinical Instruction: One credit unit per three contact hours.

1 – 3 contact hours	=	1 CUE
4 – 6 contact hours	=	2 CUEs
7 – 9 contact hours	=	3 CUEs
> 9 contact hours	=	1 CUE increase per increment of 3 contact hours

Clinical Supervision: 0.5 credit units per student. Credit units will be prorated according to the number of weeks of the clinical experience.

**c. OCCUPATIONAL THERAPY**

One CUE per faculty member per contact hour for courses when clinical instruction occurs.

For courses that are team taught, the total number of CUEs earned is to be divided among the members of the team for classroom lectures/presentations/laboratories, but each faculty member shall receive no less than 0.5 CUEs for such participation.

**3. INDEPENDENT STUDY/THESIS WRITING/DISSERTATION**

**a. INDEPENDENT STUDY**

0.5 CUEs per student per term to a limit of 1 CUE per faculty member per academic term for independent study, except where supervision of independent study is part of a grant.

**b. THESIS WRITING**

Each Master's thesis chair or faculty supervisor can receive a maximum of up to 2.5 CUEs per semester, awarded in increments of 0.5 CUEs per student.

**c. DISSERTATION**

Each dissertation committee chair can receive a maximum of up to 2.5 CUEs per semester, awarded in increments of 0.5 CUEs per student.

**4. ASSIGNED ACADEMIC ADVISEMENT – UNDERGRADUATE AND GRADUATE**

For academic departments and programs without professional academic advisors, the following chart provides the total number of CUEs awarded to the unit for advising during the fiscal year.

Fall and Spring Terms: 3 CUEs per increment of 50 major students, including freshmen, to be allocated according to the following formula:

<u>Student</u>	<u>Credit Units</u>
1 - 17	1
18 - 34	2
35 - 50	3
51 - 67	4
68 - 84	5
85 - 100	6

(CUE count continues using these increments.)

Majors shall be those students admitted to undergraduate or graduate programs in an academic department. The number of advisement CUEs for the academic year shall be



based upon the average of the number of department majors registered for the previous Fall and Spring Semesters.

Summer Session Advisement: 1.5 CUEs per increment of 50 major students. The number of advisement CUEs for the summer session for those departments without professional advisors shall be based on the number of new freshman and undergraduate transfer students and new graduate students registered for the previous fall session in each department. The awarding of advisement CUEs for the summer session will be at 50 percent of the rate used to award CUEs during the regular academic year, i.e.:

<u>Student</u>	<u>Credit Units</u>
1 - 17	0.5
18 - 34	1.0
35 - 50	1.5

**Note:** To be reviewed when/if significant changes are made in the advising/registration process. The same credit unit increment shall be used by the College of Education for advising unclassified graduate students (GSAL) seeking teacher certification requirements.

5. **STUDENT TEACHING/APPLIED MUSIC/INTERNSHIPS/PRACTICA/ STUDIO (including MAT 4700)**

<u>Students</u>	<u>CUEs</u>	<u>Students</u>	<u>CUEs</u>
1	1	10-11	7
2-3	2	12	8
4-5	3	13-14	9
6	4	15	10
7-8	5	16-17	11
9	6	18	12

CUEs for supervision of Social Work Practicum are calculated at the rate of 4 CUEs for each course in lieu of the formula listed above.

6. **ENGLISH**

**English 1220, 1230, 1240, 1240, 1270, 1280, 2280, 2790, 2800, and HON 1200, 1210.**

3 CUEs for each section taught. 4 CUEs for each section where any three or more are taught in combination during the same semester. Class size is limited to 25. If the department chooses to raise class size, student access and faculty workload equity must be considered.

7. **COMPUTER SCIENCE**

All Computer Science (CPTR) courses = 4 CUEs for each section.

8. **Pre-Student Teaching Clinical Experiences\***

Additional CUEs granted to instructors for supervision of clinical or field experience courses.

<b>Course</b>	<b>CUEs Per Section</b>
ED 2000, 5400	0.5 CUE
BIL 1450	0.5 CUE
ECH 4002/5020, 4120/5120	0.5 CUE
P E 1950, 2800, 3040	0.5 CUE
PSYC 2010	0.5 CUE
Secondary Methods Courses (Arts & Sciences)	0.5 CUE
BIL 2000, 4230, 4300, 4230, 3200, 4350	1.0 CUE
ED 1520, 5820	1.0 CUE
ED 4500/5500, 5240, 5310, 5980	1.0 CUE
ECH 4008, 4180, 4319	1.0 CUE
ELED 4140/5140, 4150/5150, 4170/5170, 4200/5200	1.0 CUE
LIMS 4980, 5020, 5190, 5240, 5300, 5600	1.0 CUE
P E 4530, 4540	1.0 CUE
SED 4301/5301, 4303/5303	1.0 CUE
T&ED 4630/5630	1.0 CUE

This list of courses is subject to change due to approved curricular additions or deletions by academic departments.

## 9. CLASS SIZE

The minimum class size will be determined by the Provost in consultation with the Dean and the department as a whole. The following applies to all programs, except for College of Pharmacy courses, for awarding CUEs for exceeding enrollment:

- a. 1000, 2000, 3000, 4000 level courses (undergraduate level courses)
  - over 40 = 1 additional CUE
  - over 60 = 2 additional CUEs
  - over 90 = 3 additional CUEs
  - over 120 = 4 additional CUEs
- b. 5000, 6000 level courses (graduate level courses)
  - over 20 = 1 additional CUE
  - over 25 = 2 additional CUEs
  - over 30 = 3 additional CUEs

If departments choose to raise class size, student access and faculty workload equity must be considered.

## 10. MULTIPLE PREPARATIONS

One (1) CUE for each different course preparation over six (6) within the period of assignment provided that the faculty member has not taught the assigned courses within the last two (2) years and no CUEs have been awarded to redevelop said course within the assigned period.

## 11. TUTORIALS

0.5 CUE per student to a maximum of 2.5 CUEs or five (5) students per tutorial.

## 12. FACULTY RESEARCH

Up to 51 CUEs may be distributed among faculty according to criteria and procedures developed by the Faculty Research CUE Committee. The committee shall make recommendations to the Provost and Senior Vice President for Academic Affairs, and the assignments shall be made at the time the Year-long Faculty Work Assignment is prepared or revised.

**13. UPI AND COMMITTEE CHAIRPERSONS**

- a. 30 CUEs release time or overloads for Union elected and appointed positions (specific amounts determined each year by UPI Chapter President).
- b. 12 additional CUEs may be purchased by UPI from the University for \$670/CUE each academic year.
- c. Additional CUES may be purchased by UPI from the University for \$1,600/CUE each academic year.
- d. 3 CUEs Distance Education Committee Chairperson per academic year.
- e. Other University Awarded CUES:
- f. University Budget and University Personnel Committee Chairpersons: 3 CUEs per year, per individual.
- g. Senate Chairperson: 6 CUEs per year.

**14. REASSIGNED TIME ACTIVITIES**

Credit units are negotiated at the time of assignment based on the approved reassigned time activities list developed by the Provost and Senior Vice President for Academic Affairs. The reassigned time activity and the expectations for completion should be included on the yearlong assignment form for each assignment. These CUEs shall be annually and individually reviewed.

**Note:** Under ordinary circumstances reassigned time cannot apply to summer school nor can it be used in combinations which would result in a faculty member having no teaching assignment in a given term. Reassigned time which is grant-supported may in specific situations be an exception to these rules. Prior approval by the appropriate Dean and the Provost and Senior Vice President for Academic Affairs must be obtained for any exception.

**15. PHARMACY CUE ASSIGNMENTS**

Calculation of credit units differ slightly for faculty teaching in the College of Pharmacy. Their assignments are as follows:

- a. Full load:
- b. 9-month academic appointment = 18 to 24 CUEs
- c. 10-month academic appointment = 24 to 30 CUEs
- d. 11-month clinical appointment = 27 to 33 CUEs
- e. 12-month clinical appointment = 30 to 36 CUEs
- f. Core Courses: 3.5 CUEs per credit hour.
- g. Advising: 1 CUE per assigned group, per semester.

- h. Electives: 1-2 CUEs per course.
  - i. Student precepting (Advanced Experiences): 1.0 CUEs per student per module with no more than 14 CUEs per academic year.
- a. Student precepting (Introductory Experiences): 0.5 CUEs per student per module with no more than 4 CUEs per academic year.
  - b. Student precepting (Capstone Projects): 0.5 CUEs per student with no more than 2 CUEs per academic year.

## APPENDIX G DISTANCE EDUCATION

### I Distance Education Definitions:

- a. **Course Management System:** A system that allows instructors and students to interact, share information, and manage content online, such as Blackboard or Moodle.
- b. **Copyrightable Work:** Any creative work that is protected under the copyright laws of the United States. Copyright protection is available for most literary, musical, dramatic and other types of creative works, including computer software, teaching materials, multimedia works, proposals and research reports.
- c. **Online Course Development:** Creating a new course or converting an existing course for delivery through a course management system.
- d. **Course Modalities:**
  - (1) *Campus-Based or Traditional Course:* Course materials, such as textbook(s) and study guide(s), are substantially print-based and the content is primarily facilitated through class sessions scheduled on campus with an instructor. There is little to no requirement for students to use Internet technologies to complete day-to-day course activities.
  - (2) *Web-Enhanced Course:* Course materials include standard print-based materials, but also rely heavily on electronic materials/activities provided online through an interface such as Moodle. The majority of class sessions are scheduled on campus with an instructor. Students are required to use Internet technologies in order to complete various components of the course.
  - (3) *Hybrid (Blended) Course:* Course materials include a significant amount of electronic materials/activities provided online through the course management system. Class sessions include a limited number of scheduled sessions on campus, as well as a significant number of sessions comprised of online activities and interaction with no requirement to physically be on campus. Students are required to actively use the course management system in order to complete the various components of the course.
  - (4) *Web-Based Course / Online Course:* Course is conducted entirely over the web through the use of a course management system. Instructors and students are required to actively use the course management system in order to complete the various components of the course. These courses can be in the following modalities:
    - (a) Asynchronous – where students are not required to be available at a specific time on a regular basis or

- (b) Synchronous – the classes meet through Elluminate or similar software at regularly scheduled times; however, the student does not come to campus.
- e. **Distance Education:** Instruction provided to off-campus locations. It shall include, but not be limited to, video conferencing, web-enhanced courses, hybrid courses, web-based / online courses, or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.
- f. **Online:** A method of delivering instruction or other services through the use of Internet technologies.
- g. **Internet Technologies:** Tools and systems used to establish communication or share information in an online environment. Examples include Moodle, Elluminate, discussion forums, web sites, etc.
- h. **Scholarly Work:** A copyrightable work whose primary goal is to disseminate academic or scholarly knowledge or is a work of artistic expression.
- i. **University-Commissioned Work:** Materials or services developed or provided by an individual who is specifically hired or commissioned by the University for the purpose of developing, maintaining, and/or operating distance education courses as provided by a written agreement between the individual and the University.
- j. **Video Conferencing:** A meeting or instructional session between people at different distance education sites relying on video technology as the primary communication link.

## II Distance Education Committee

- a. **Purpose:** The Distance Education Committee will assess, recommend, develop, and evaluate activities related to the growth and promotion of distance education at the University. The Committee will also assess the variety, quality, and depth of course offerings, the operation and functions of the Office of Distance Learning, and the policies and procedures of the University referencing distance education.
- b. **Composition:** The committee will consist of 15 members: seven members selected by the Union to represent the College of Arts and Sciences, the College of Business, the College of Health Sciences, the College of Education, the College of Pharmacy, Library and Instructional Services, and the Division of Continuing Education and Non-traditional Programs; five members chosen by the respective Chairperson, director, or Union Chapter President, one each from the following areas: the Union, Information Technology, the Graduate Studies Council, the University Curriculum Coordinating Committee, and the General Education Committee; a member selected by the VP of Enrollment Management and two members selected by the Provost. Staff of the Office of Distance Learning are

considered ex officio, non-voting members of the committee. College Deans shall be informed of the membership of the standing committee.

c. Responsibilities

- (1) The Committee will review activities, identify issues, provide recommendations, and assess trends related to distance education by academic departments and divisions at Chicago State University, as well as outside institutions and agencies.
- (2) The Office of Distance Learning, in conjunction with the Chair of the Distance Education Committee, will compile an annual report no later than April 30 of each year. This report will review methods and actions taken to meet the various responsibilities described throughout this appendix.

III Online Course and Program Offerings

- a. New courses or programs offered via distance education shall use the University approval process.
- b. Current course offerings via distance education require the usual course scheduling approval.
- c. All requirements for in-person activities and/or synchronous sessions within a hybrid or online course must be included in the course bulletin. Examples of these requirements include, but are not limited to, proctored exams, synchronous sessions, on-campus presentations, etc.

IV Unit Responsibilities

a. Department and/or Division Responsibilities

- (1) Each academic department or division must create and maintain a distance education policy for web-based courses and hybrid courses that is approved by the Provost's office and submitted by the departments within three months after ratification of this agreement. The Provost's office will determine approval or need for departmental revision within 60 working days after receipt of the policy. If the policy does not provide appropriate content, the Provost with the UPI Chapter President and the Office of Distance Learning will develop a policy. The minimal criteria for a policy should contain the following elements:
  - (a) The courses in a curriculum to be offered via the web;
  - (b) The maximum number of distance education courses (offered by Chicago State and/or transferred to Chicago State) that a student may apply toward a degree;

- (c) The number of distance education courses a faculty member may teach per term;
  - (d) Criteria for department approval process of courses and curriculum;
  - (e) Method for evaluating Internet courses and curriculum; and
  - (f) Process for selecting faculty to teach Internet courses
- (2) The Distance Education Policy of a department and/or division shall specify in its Departmental Application of Criteria (DAC) considerations of online instruction for the retention, promotion, and tenure award processes.
- (3) Each academic department and/or division in conjunction with the Office of Distance Learning shall:
- (a) Develop, monitor and review Internet course offerings and make recommendations for change and improvement;
  - (b) Assist faculty members teaching Internet courses to be adequately prepared to teach and prepare required materials;
  - (c) Provide a methodology to evaluate the effectiveness of the distance learning offerings;
  - (d) Develop a procedure that ensures adequate advisement for students registering for Internet courses.
  - (e) Make recommendations for change and improvement to Internet courses and the supporting infrastructure.
  - (f) Items (a) through (e) will be published and provided to the Distance Education Committee within 6 months after the ratification of this Agreement.
- b. The Office of Distance Learning Responsibilities:
- (1) Monitor the effectiveness of Internet service providers, delivery of services and compliance with the terms and conditions of any contracts;
  - (2) Negotiate, in conjunction with the IT department, contracts with vendors and supervise the purchase of equipment and software necessary to support distance education offerings;



- (3) Provide support and training to faculty using Internet technologies. A plan will be developed and presented to the Distance Education Committee within 6 months after the agreement is signed.
  - (4) Provide support and training to students using Internet technologies. A plan will be developed and presented to the Distance Education Committee within 6 months after the agreement is signed.
  - (5) Report to the Distance Education Committee and the Provost each semester the number of courses offered, the number of unduplicated faculty, total headcount of students, and number of unduplicated students enrolled in hybrid and online courses, and faculty and student satisfaction for dissemination to the university community.
  - (6) Suggest necessary improvements to the Distance Education Committee.
- c. The Information Technology Department Responsibilities.
- Provide reliable access to appropriate technologies, as needed to deliver web-enhanced, hybrid and/or online courses.
- d. The University Administration Responsibilities
- (1) Ensure that the technology used is appropriate to the nature and objectives of the course and program offerings;
  - (2) Communicate distance education policies to the University community;
  - (3) Support the services related to distance education;
  - (4) Monitor the training and support for faculty who teach using Internet technologies;
  - (5) Ensure that appropriate library resources, technology resources, laboratory facilities, and equipment required by the distance education offerings are provided;
  - (6) Within 6 months after the departmental policies have been approved, the Administration will publish and present to the Distance Education Committee and make available to the university community a plan for implementing clauses 1 through 5.

## V Assignment

- a. Assignments to teach credit-bearing distance education/Internet courses shall be made during the year-long assignment period.
- b. Assignment to teach a distance education/Internet courses shall be based on:

- (1) The programmatic needs;
  - (2) The faculty member's request, seniority, and basic competency of that faculty member in the functionality and use of the electronic course management program as assessed by the Office of Distance Learning;
  - (3) The appropriateness of the content and/or course as defined by the objectives of the course and its consistency with departmental policy about achieving those objectives.
- c. No faculty member shall be required to teach an online class.
- d. When a faculty member teaches a distance education/Internet course that involves learning new technologies, she/he should seek and be provided with the opportunity to be trained in those technologies. No faculty member shall teach a distance education/Internet course using new technologies without adequate preparation and prior opportunity to prepare materials required using the new technologies.
- e. CUE adjustments for credit bearing distance education/Internet courses
- (1) Initial Preparation – 3 CUEs will be paid for the time involved in the initial preparation and online construction of any distance education course that organizes and develops appropriate course content including syllabus, special instructions, lectures, notes, instructive diagrams, miscellaneous materials, exams, quizzes and videos. The preparation shall be part of the faculty member's normal yearlong schedule or be compensated as an override if it exceeds the maximum for his/her CUE range.
  - (2) For the duration of this contract, any full-time faculty member with maintenance CUEs on an approved AY19/20 yearlong assignment of duties, who as a result of the elimination of the maintenance CUEs would no longer have a minimum of 18 CUEs, will be offered an instructional or non-instructional assignment consistent with Article 18.2 or Article 32.1.b(1) to meet the 18 CUE minimum. These assignments shall include classes, activities such as those listed in Article 18.4(c), or activities listed on the Approved Reassigned Time Activities list on the Provost's website.
  - (3) Transfer of Course to Another Instructor – If an online course has been previously developed but will be taught by another instructor, the new instructor will receive 1-3 CUEs based on the amount of work needed to revise the course. The number of CUEs will need to be agreed upon by the instructor that will be teaching the course, the instructor's Chairperson, and the Provost.
- f. Satellite or Video Conferencing Sites – Compensation will be governed by class size as defined by Appendix E of the Contract.

- g. Computer-based online class enrollment shall be a maximum of 25. Beginning in Academic Year 2020-2021, the maximum enrollment for computer-based online class enrollment shall be 30 students. The minimum class size depends upon the Department/Division Chairperson with the approval of the Provost. The Chairperson may increase the maximum size with the instructor's permission.
- h. Original courses developed exclusively for Internet technology may be negotiated by external contract in which CUEs are compensated on a pro-rata basis. Such courses may be funded by an external contract or by various grants.
- i. i. When a faculty member teaches an online, hybrid, or web-enhanced course using the university's course management system, it is understood that staff of the Office of Distance Learning may access the course with notification being given to the instructor that the access has been made or will be made:
  - (1) To provide support to students;
  - (2) To conduct appropriate evaluations, as described within the Contract;
  - (3) To correct system emergencies; or
  - (4) In other cases that may significantly impact university operations, with approval from the Provost.
- j. The university reserves its management right to offer any course using any appropriate delivery method and to assign faculty members to teach those courses. As part of the assignment process outlined in the Assignment Section above, a faculty member can be asked to continue teaching an online course, but cannot prohibit the assignment of that course to another instructor. A faculty member, however, will not be required to provide another faculty member with any online course material he or she developed. The university will compensate the new instructor 1-3 CUEs for preparation of the online course.

## VI Evaluations

- a. The Office of Distance Learning will provide a standard end-of-semester course evaluation, upon request, for any Internet course offered through the university's course management system. These evaluations are primarily for the assessment of the instruction and may be used to determine the effectiveness of individual instructors in this teaching modality. The results of the student evaluation will be delivered to the department/division Chairperson and the instructor after the close of the semester. If a department wants to administer a standardized form approved by the department, it may request the services of the Office of Distance Learning, but the Office of Distance Learning is not responsible for the evaluations. The Office of Distance Learning has the right to not administer the evaluations for technical or accountability reasons.

- b. Materials related to the development and implementation of distance education courses, including student evaluations, should be included in the teaching/primary duties portion of faculty portfolios submitted for retention, promotion, tenure, or other awards. Each department should specify in its Department Application of Criteria what additional materials may be required from faculty teaching distance education courses.

## VII Intellectual Property Rights – Copyright and Ownership of Materials

### a. Governing Philosophies

- (1) The university uses a significant amount of resources to provide and support Internet technologies. Given this investment, the university desires to share in any royalties or benefits awarded to materials that made use of these technologies.
- (2) The university shall retain ownership of materials used in hybrid or online courses to guarantee the continuity of the curriculum.
- (3) The university also wants to encourage instructors to develop Internet materials, and understands to do this ownership needs to be shared equally so both parties (the university and the instructor) receive equitable benefits.

- b. All materials created using university resources, such as the course management system, or under assignment of CUEs will be owned equally by the university and the instructor.

- (1) This provides the university the right to continue to offer the course to students or use the online materials in the situation the instructor is no longer able or willing to offer the course.
- (2) The instructor retains the right to use the course materials outside of Chicago State University, as long as conflict of interest is not present if she/he leaves the employ of the university.

- c. Materials cannot be sold or given to an outside agency without the written consent of both the university and the instructor. Any materials capable of receiving royalties will fall under the jurisdiction of the Board of Trustees copyright and patent policies located in the University's Office of Labor and Legal Affairs.

- d. When not receiving CUEs or using University resources, such as the course management system, in the preparation or maintenance of the materials, the faculty or staff member retains all rights to materials.

- e. Exception to Faculty and Staff Rights - If a faculty or staff member is unable to teach her/his Internet course(s) due to illness or personal emergency, automatic permission is given by the incapacitated faculty member for the use of her/his

course material to complete the semester's instruction. The department shall identify a qualified member of the faculty to complete the course instruction using the specified course materials. Said permission terminates on either 1) the faculty member's return to the online class or 2) the end of the semester, whichever event occurs earlier.

- f. Should a situation arise where there is perceived conflict between the guidelines outlined here and the Board of Trustees' copyright and patent policies, the conflict is resolved through the interpretation of Board of Trustees' policies located in the University's Office of Labor and Legal Affairs.
- g. Faculty and students creating materials are required to follow the rules and regulations outlined by the US Copyright Office. Questions about appropriate use should be directed to Chicago State University's Office of Labor and Legal Affairs.

**APPENDIX H**  
**DEFINITION OF UNIT B FACULTY – ACADEMIC SUPPORT PROFESSIONALS**

Admissions Counselor

Assistant Director/Certification Counselor

Assistant Director of Project Fame/Upward Bound

Assistant to the Director of Athletics

Associate Director of Non-traditional Degree Programs

Associate Director-Teacher Certification Counselor

Certification Counselor

Computer Science Student Support Coordinator

Coordinator of Course Scheduling

Coordinator of Examinations

Director Evening/Commuter Services

Director Learning Assistance Center

Director of Engineering Studies

Director of Field Education

Director of Teacher Certification and Teacher Preparation

Director of Pre-Medical Program

Evaluation and Advisement Specialist

Lab Support Specialist

Project Counselor

Project Counselor Pre-Medical Program

Transfer Relations Specialist

*All employees in the following civil service classifications are covered in Unit B*

Advisor, Program

Aide, Administrative

Analysis III, Procedure and Systems

Assistant I, Administrative

Assistant II, Administrative

Graphic Design Supervisor

Officer, Admissions/Records

Photographer III

Specialist, Program Services

Technologist II, Electron Microscope

Technologist III, Electron Microscope

**APPENDIX I**  
**DEFINITION OF UNIT B FACULTY – LECTURERS**

1. Full-time temporary faculty will be included in Unit B from the date of initial employment as a full-time temporary faculty member (first day of the first semester in which the person is employed as a full-time temporary faculty member), regardless of the length of the contract.
2. Part-time temporary faculty who teach at least 50% but less than 100% (i.e., 6-11 CUEs a semester) in: (1) two consecutive semesters (e.g., 2-2) ; or (2) two out of three consecutive semesters and teach at least 25% (3 CUEs) in the third consecutive semester (e.g., 2-1-2) will be included in Unit B from the first day of the second semester in which the part-time faculty member is employed to teach 50% or more.
3. Once a temporary faculty member is included in Unit B, the temporary faculty member will remain in Unit B, regardless of the percentage of employment; provided, however, if a temporary faculty member is not reemployed, the Break in Service language of the Contract (Article 30.2.e.) shall apply.
4. Except as stated in sections 1-3 above, all other temporary faculty, including temporary faculty employed less than 50% (fewer than 6 CUEs) in a semester, shall be excluded from Unit B.
5. Chicago State University retirees employed as temporary faculty shall be excluded from Unit B, regardless of percentage of employment.
6. Full-time non-teaching employees of Chicago State University also employed as temporary faculty shall be excluded from Unit B, regardless of percentage of employment, with the exception of Academic Support Professionals who are included in Unit B.



**APPENDIX J**  
**DEFINITION OF UNIT C – TECHNICAL SUPPORT STAFF**

*Included:*

Administrator II, Systems  
Coordinator, Banner User  
Coordinator, Network Specialist  
Designer III, Graphics  
Manager-Web Services  
Programmer II Analyst  
Programmer I, Applications  
Programmer II, Applications  
Programmer III, Applications  
Specialist II, Microcomputer Support  
Specialist III, Microcomputer Support  
Specialist II, Network  
Specialist, Technical Support

*Excluded:* *All other managerial, supervisory, and confidential employees.*

Banner User Coordinator – Financial Support and Director of Academic Computing

## **MEMORANDUM OF UNDERSTANDING INTERSESSION PROGRAMS**

Chicago State University Board of Trustees and the University Professionals of Illinois hereby agree to an intersession pilot program and establishing salary payment for intersession courses. This Memorandum shall only apply when an intersession is scheduled.

- a. Each academic year, the appropriate University Vice President shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the intersession.
- b.
  - (1) Program needs enhancing enrollment, retention and graduation shall determine course offerings.
  - (2) Each Chairperson, with input from department faculty, shall submit proposed course offerings and course schedules to the Provost's Office for review by December 16. Course offerings are subject to Dean and Provost approval.
  - (3) All intersession programs are subject to the availability of funds as determined by the University President.
- c. Tenured/tenure-track employees shall be given first right of refusal. Faculty and staff including Resource Professionals, Advisors, ASP's and Unit C employees shall not be given mandatory intersession program assignments. Employees on terminal contracts and 12-month contracts will not be eligible for intersession employment.
- d. For each 3 CUE course the rate of pay shall be two thousand five hundred (\$2,500) dollars. All courses other than 3 CUE courses shall be paid pro rata.
- e. Each employee who desires an intersession appointment shall notify her/his Department Chairperson by the date specified in the University timetable. Intersession teaching appointments will be based on program need as identified in b.(1) above.
- f. An employee who receives an intersession assignment shall receive an appointment prior to the start of classes.
- g. The Provost or her/his designee shall establish an intersession committee. The Provost shall designate the administrative and/or academic members and the UPI Chapter President or her/his designee shall serve on the committee and jointly, with the Faculty Senate, recommend union members to serve on the committee. In addition to reviewing, assessing and evaluating intersession, the committee shall recommend a system to ensure fair and impartial assignment of intersession courses.

**MEMORANDUM OF UNDERSTANDING  
DEPARTMENT APPLICATIONS OF CRITERIA (DACs)**

The Chicago State University administration and the University Professionals of Illinois agree to the following:

The DACs approved for the 2010-2015 Contract will remain in effect for the 2020-2021 Academic Year. DACs developed in accordance with 19.3.e(2) and (3) will be implemented for the 2021-2022 Academic Year.

Wayne Watson, Ph.D.  
President



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9501 S. King Drive / ADM 313  
Chicago, Illinois 60628-1598


### **MEMORANDUM OF UNDERSTANDING**


The Chicago State University administration and the University Professionals of Illinois agree to the following:


1. The mentoring process for any tenured faculty member who fails to meet the “adequate” standard in a given area for two years in succession will begin, if necessary, after the annual evaluation of tenured faculty in the Spring of 2015 and will continue on an annual basis thereafter.
2. In any given year, beginning with the Spring of 2014, a faculty member who is evaluated to be less than “adequate” by his/her chair, director, and/or dean must be explicitly informed in writing that s/he has an additional year to reach the “adequate” level, in order to avoid being subjected to the formal mentoring process, as described in Section 5, below.
3. In the event a tenured faculty member fails to submit an evaluation portfolio in accordance with the University Personnel Action Timetable in any given year, excluding excused absences, the faculty member’s evaluation will be considered as less than “adequate” in the areas of teaching/performance of primary duties, research and service.
4. In the first year, a faculty member who is judged less than “adequate” will be notified as follows:
  - a. The chair/director will send a notice to the dean and faculty member within 10 working days of receipt of the portfolio, outlining in detail the reasons why the portfolio is less than “adequate” and informing the faculty member that s/he may attach a written response within 10 working days from receipt of the letter.
  - b. The faculty member should acknowledge in writing to the chair/director that s/he has received the first-year less than “adequate” determination notice within 10 working days after receipt of the notice. A copy of this acknowledgement should be sent to the dean and provost.
  - c. The portfolio and written response, if any, shall be forwarded to the provost.
  - d. The provost shall respond in writing to the faculty member, chair, and dean, within 10 working days of receipt of the portfolio and written response. If the provost determines that the portfolio has met the “adequate” standard, s/he will so state and will state that no further action is required. If s/he determines that the portfolio has not met the “adequate” standard, s/he will outline in detail the reasons for that determination and will encourage the faculty member to correct the deficiencies in the upcoming year.
5. In the second year, a faculty member who is judged less than “adequate” will be notified as follows:
  - a. The chair/director will send a notice to the dean and faculty member within 10 working days of the decision, outlining in detail the reasons why the portfolio is less than “adequate” and informing the faculty member that s/he may attach a written response within 10 working days from receipt of the letter.

- b. The faculty member will acknowledge in writing to the chair/director that s/he has received the second-year less than “adequate” determination notice within 10 working days after receipt of the notice. A copy of this acknowledgement will be sent to the dean and provost.
  - c. The portfolio and written response, if any, shall be forwarded to the provost.
  - d. The provost shall respond in writing within 10 working days of receipt of the portfolio and written response. If the provost determines that the portfolio has met the “adequate” standard, s/he will so state and will state that no further action is required. If s/he determines that the portfolio has not met the “adequate” standard, s/he will outline in detail the reasons for that determination and will inform the faculty member that s/he is now subject to the Mentoring Process.
6. The Mentoring Process will consist of the following:
- a. A Mentoring Advisory Committee (MAC) of five members will be identified by the Professional Development Mentoring Committee (PDMC) from recent recipients of exceptional tenure, Faculty Excellence Awards, Professional Advancement Increases, or other tenured faculty members, as needed. The MAC will be selected at the beginning of March and will meet by March 20 (starting in 2014, and annually thereafter) to elect a chair, establish procedure, etc. They shall be appointed to staggered, two-year terms. Their charge shall be to provide recommendations to the provost concerning faculty in the mentoring process.
  - b. The MAC and the Union Chapter President will be notified by the Provost of faculty not meeting the requirements (i.e., who have been found less than “adequate” for a second straight year). The MAC will contact affected faculty by May 1, so that the MAC can meet with the faculty member before the summer break.
  - c. The MAC will select possible mentors for the affected faculty and will give each faculty member a choice of 2-3 possible mentors. Mentors will be trained prior to beginning their assignment, as needed, by means to be determined by the provost.
  - d. The mentor must meet with the faculty member at least once by August 30 and will formulate a detailed development plan, in collaboration with him/her and the relevant chair or director. The dean will be informed of the plan. This plan must be submitted to the MAC by September 30 and must 1) indicate specific deficiencies to be addressed, 2) define specific goals or outcomes to remedy the deficiencies, 3) outline the activities to be pursued, 4) set timelines for achieving intermediate and ultimate outcomes, 5) indicate criteria for assessment, and 6) identify institutional resources to be committed in support of the plan.
  - e. The mentor must meet with the faculty member at least once a month and must submit a brief report to the MAC subsequent to the meeting on progress towards achieving the goals of the development plan.
  - f. The MAC will meet by the 10<sup>th</sup> week of each semester to discuss the progress of each affected faculty member towards achieving the goals of his/her development plan.
- 
7. The University will make the following resources available to support mentoring:

- a. A “pool” of post-tenured faculty development leaves separate from any leaves identified in Article 27 of the *Contract*, to be used solely for the purpose of assisting tenured faculty members being mentored to achieve the “adequate” standard if recommended in the Development Plan and approved by the MAC. Such leaves shall not be extended longer than one academic semester.
  - b. A “pool” of post- tenured faculty development money for grants for the same purpose as expressed in 6.a. Such funds will be granted if recommended in the Development Plan and approved by the MAC and shall not exceed \$6,000.00 per faculty member over a ten (10) academic year period.
  - c. CUEs for mentoring, to be distributed by the Provost at the rate of 1-2 CUEs per mentor, per mentee, per year, with the amount to be determined by the MAC and requested by them from the Provost, based on documentation of the mentor’s responsibilities in the development plan.
8. In the third year, a faculty member who has been subject to the mentoring process will be notified as follows:
- a. If the provost determines that the deficiency has been remedied, s/he will send a written notification to the faculty member, the chair, and the dean stating that the “adequate” standard has been met and that no further action is needed.
  - b. If the provost determines that the portfolio fails to meet the “adequate” standard in the relevant area, s/he will send a written notification to the faculty member, the chair, the dean, and the Union Chapter President referring the matter to Article 19.4.c.(4) of the *Contract*.

  
 Wayne D. Watson  
 President  
 Chicago State University

  
 Laurie R. Walter  
 Chapter President 10/14/14  
 CSU/UPI

  
 Ellie Sullivan  
 President  
 UPI Local 4100

**SIDE LETTER FOR ADVISING FOR DEPARTMENTS WITH PROFESSIONAL  
ADVISORS**

The Employer and Union agree that for Academic Years 2019-2020 through 2021-2022, that in academic departments and programs with professional academic advisors and faculty advisors, faculty advisors will be awarded credit unit equivalencies (CUEs). The CUEs will be awarded in accordance with the chart provided in Appendix F.4 for student majors in approved and verified faculty workloads. CUEs will not be awarded for student majors in the approved and verified workloads of professional advisors.

### **SIDE LETTER ON PHARMACY CUES**

The Parties agree to convene a Labor-Management Committee on Pharmacy CUEs with three (3) representatives from the College of Pharmacy faculty and three (3) representatives from the College of Pharmacy administration to discuss and ultimately make a recommendation to the Provost on the allocation of CUEs in the Pharmacy program. For a recommendation to go to the Provost, a majority of the committee must vote to approve it. If the Provost agrees with the Committee's recommendation, the recommendation will be included in a Memorandum of Understanding between the Parties whose term is coterminous with the term of the collective bargaining agreement. If the Provost does not agree with the recommendation, she will provide her reasons in writing to the Committee who will meet again to consider her rejection and offer a new recommendation. Until such time as new CUE allocations are approved by the Provost pursuant to this process, the current practice of allocating Pharmacy CUEs will continue.



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