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# GSU-UPI AGREEMENT

2009 – 2013

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GOVERNORS  
STATE  
UNIVERSITY

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UNIVERSITY  
PROFESSIONALS OF  
ILLINOIS

LOCAL 4100

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## I. PREAMBLE

### PREAMBLE TO THE AGREEMENT

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

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

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

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

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

March 10, 2010

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

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

## **ACADEMIC FREEDOM**

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

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

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

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

## **ACADEMIC RESPONSIBILITY**

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

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

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

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

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

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

## II. DEFINITIONS

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

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

Whenever Used in This Agreement

1. **Academic Support Professional** shall mean an Employee described in Section 2 of Appendix B.
2. **Academic Term** shall mean a semester or Summer Session.
3. **Academic Rank** shall mean the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.
4. **Accreditation** shall mean being listed among the nationally recognized accredited agencies and associations listed in the Higher Education Directory.
5. **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.
6. **Agreement** shall mean the Agreement, 2009-2013, between Governors State University and the University Professionals of Illinois, Local 4100.
7. **Board** shall mean the Board of Trustees of Governors State University.
8. **Chapter President** shall mean the President of the Governors State University Chapter of the University Professionals of Illinois.
9. **CUE** shall mean Credit Unit Equivalency.
10. **Days** shall mean calendar days unless otherwise specified.
11. **Dean** shall mean the person responsible for management of a college or equivalent unit.

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12. **Division/Department/Unit** shall mean the University division, department, unit or other organizational entity in which an Employee is primarily employed.
13. **Division Chair/Department Chair/Unit Director** shall mean the person immediately responsible for the management of the University division/ department/unit or other organizational entity in which an Employee is primarily employed. In the library the Dean plays role of Division Chair and Dean. In Student Affairs and Services, the director plays role of Division Chair/Department Chair.
14. **Domestic Partner** shall mean a member of the immediate household who is the same sex as the Employee and is not a blood relative.
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, community organization, or private business.
16. **Employee** shall mean a member of the bargaining unit described in Appendix A, Appendix B, or Appendix J as indicated by the context.
17. **Instructor** shall mean a Unit A Tenure Track Employee who has completed all requirements for a terminal degree other than the dissertation (ABD), thesis, or final project on a limited term contract pending the award of his/her terminal degree. The Employee has one year to complete the terminal degree, and the year as an instructor counts as Evaluation Year 1 toward tenure and may count toward Evaluation Year 2 toward tenure. A second year of employment without completion of the terminal degree requires approval of provost. No employment beyond a second academic year will be approved.
18. **Member of the Immediate Family** shall mean the Employee's husband, wife, domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, child, or foster child.
19. **Reassignment** shall mean the assignment of duties to an Employee that is outside of the designated Division/Department/Unit in which that Employee's appointment is formally located.
20. **Relative** shall mean a member of the Employee's immediate family or the Employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

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21. **Resource Faculty** shall mean Unit A Tenured/Tenure Track Librarians, Unit A Tenured/Tenure Track Student Development Outreach Counselors, and Unit A Tenured/Tenure Track Instructional Designers.
22. **Senior University Lecturer** shall mean a Unit B Temporary Employee as described in Appendix B and J of this Agreement who has met the requirements provided for within this Agreement.
23. **State University Retirement System** shall mean the Retirement System established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such Employees' approved on July 21, 1941, as amended.
24. **Teaching Professionals** shall mean teaching faculty.
25. **Temporary Resource Professional shall mean a Unit B Temporary Employee as described in Appendix B of this Agreement.**
26. **Terminal Degree** shall mean a doctoral degree, MFA degree, or the MLS degree with an additional master's degree. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent. See Appendix F.
27. **Transfer** shall mean a change in the designated Division/Department/Unit within the same bargaining unit in which the Employee's appointment is formally located.
28. **Union** shall mean the University Professionals of Illinois, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.
29. **Union President** shall mean the President of Local #4100.
30. **University** shall mean Governors State University.
31. **University Lecturer** shall mean a Unit B Temporary Employee as described in Appendix B and J of this Agreement.
32. **University President/President** shall mean the chief academic and administrative officer of Governors State University.
33. **University President's Designee** shall mean Provost/Vice President for Academic Affairs, Associate Provost, Assistant Provost, and Dean as designated by the President.

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### **III. PLEDGES**

#### **GSU/UIP CHAPTER PLEDGE**

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

#### **GSU BOARD OF TRUSTEES and ADMINISTRATION PLEDGE**

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

## **IV. UNION AND MANAGEMENT RECOGNITION**

### **ARTICLE 1**

#### **RECOGNITION**

##### **1.1. RECOGNITION OF BARGAINING AGENT**

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

##### **1.2. REASSIGNMENT OUTSIDE BARGAINING UNIT**

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

##### **1.3. NEW ACADEMIC EMPLOYEE CLASSIFICATIONS**

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

##### **1.4. REPORTS TO UNION ON CHANGES IN POSITIONS IN UNIT B**

Within 20 working days after the beginning of each academic term, the University administration shall provide the Union with a report on changes in status of positions in the bargaining unit described in Appendix B, J, and K including vacancies, new hires, leave status, transfers, reassignments and temporary faculty appointments in existence that term and the reason for each temporary appointment.

The union will be provided with a list of all full-time and part-time temporary faculty members, the CUEs assigned to them, and their home addresses during the third week of each semester. Upon request of the union, the administration will also provide a list of those courses being taught by a specific temporary faculty member.

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At the request of the UPI Chapter President on or before the first day of each semester, the administration will review annually, and report to the union by the third week of the Spring semester, the names of any temporary faculty members teaching less than 15 CUEs but 12 or more CUEs within the academic year, and will provide reasons based on program need why these temporary faculty members have not been assigned 15 CUEs.

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**1.5. MEETING RIGHTS**

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

**ARTICLE 2**

**UNION RIGHTS**

**2.1. USE OF FACILITIES**

**a. Facilities**

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

**b. Services**

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

**2.2 PROVISIONS OF MATERIALS**

Prior to each regular or special meeting of the Board, a copy of each of the following materials shall be publicly posted and available to the Union President

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and to the Chapter President: the agenda for the meeting; and the report of the President to the Board, if a written report is made.

**2.3 REASSIGNED TIME**

**a. Additional Time**

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

**b. No Representation of University**

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

**2.4. BULLETIN BOARDS**

**a. Posting**

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

**b. Hold Harmless**

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

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### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

##### **3.1. RETENTION OF RIGHTS**

The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.

##### **3.2. LIMITATIONS**

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

##### **3.3. NO WAIVER OF RIGHTS**

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

### **ARTICLE 4**

#### **COMMITMENT TO THE UNIVERSITY**

##### **4.1. CONFLICT OF COMMITMENT AND CONFLICT OF INTEREST**

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

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

~~4.2. DISCLOSURE AND PRIOR APPROVAL~~ Moved below.

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

~~4.3. GRANT/CONTRACT SALARIES~~ Moved below.

~~If an Employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost/Vice President for Academic Affairs. See Article 16.2 and Article 29.4.~~

**4.2 Effective Date of Secondary Employment and Dual Employment**

- a. The terms of this article, with the exception of the language referring specifically to dual employment, will be in effect beginning AY2011-12.
- b. The implementation of this article referring to dual employment language will not be in effect from the ratification of this Agreement through April 26, 2010 which is the end of the Winter 2010 **Trimester**. This does not apply to cases prior to ratification of this Agreement.

**4.3. Secondary/Outside Employment**

**a. Definition**

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

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

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

(3) Employees on ten month contracts and paid over ten months or those on ten month contracts and paid over twelve months may accept outside or secondary employment during the summer months when they are off contract without approval, providing they do not have full time employment with the University for any part of the two months in the summer when they would normally be off contract.

(4) The term "on contract" also includes time on sabbatical or paid leave. Honoraria for lectures, artistic performances or literary articles, private income from investments and royalties from books or patents are not considered compensation for secondary employment for purposes of this policy.

**b. Approval of Secondary/Outside Employment:** With the approval of the Academic Vice President, following submission of the request to the department chair and dean with recommendations for approval/denial, an employee may engage in outside employment for which the Employee receives compensation for entities outside the University while employed on contract as a full time Employee at Governors State University.

(1) University/College Teaching outside of Governors State University:

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

**or**

(2) Employment outside of Governors State University other than

University/College Teaching:

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

**c. Approval Process for Secondary/Outside Employment**

(1) All Secondary/Outside Employment is prohibited without prior written approval of the Academic Vice President.

(2) The Employee must submit a request for outside employment to his/her Division/Department Chair/ Director and Dean who will forward the request to the Academic Vice President with recommendations for approval/denial.

(3) The Employee's request will be in writing and will indicate the nature of the outside employment and an estimate of the amount of time which will be involved.

(4) If approved, an Employee's performance of professional obligations to the University shall have priority over any outside employment. Approval may not be **unreasonably** denied, subject to the Grievance Article of this document. Reasons for denial will be submitted to the Employee in writing.

Notification of continuing secondary/outside employment must be resubmitted by the employee at the beginning of each academic year.

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

#### **4.4 Disclosure and Prior Approval**

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

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#### **4.5. Grant/Contract Salaries**

If an Employee is assigned work on an externally funded grant or contract, the work may be excluded from her/his assigned obligation if approved by the Provost/Vice President for Academic Affairs. See Article 16.2 and Article 29.4.

#### **4.6. University Resources and Special Conditions**

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

#### **4.7 Dual Employment**

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

## **ARTICLE 5**

## MINUTES, POLICIES, AND BUDGETS

The University shall have a copy of each of the following documents [available](#) on the GSU Intranet:

- a. The approved minutes of the meetings of the Board,
- b. Published policies of the Board,
- c. Published University wide policies that affect Employees,
- d. The internal operating budget of the University,
- e. The University's Resource Allocation Management Plan,
- f. The package of New Program Priorities Requests submitted to the Illinois Board of Higher Education in July of each year,
- g. The total budget submitted to the IBHE in September of each year, and
- h. Deans Council minutes.

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## ARTICLE 6

### FACILITIES AND EQUIPMENT

#### 6.1. SAFE WORKING ENVIRONMENT

In accordance with applicable law, policy, and established procedures the Board shall 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.

#### 6.2. ENTRY TO OFFICES

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

#### 6.3. RESTRICTION OF USE TO UNIVERSITY BUSINESS

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

#### 6.4. OFFICE SPACE

Bargaining unit members shall be given appropriate office space.

## **ARTICLE 7**

### **DUES CHECKOFF AND FAIR SHARE**

#### **7.1. INTRODUCTION**

In accordance with the State Salary and Annuity Withholding Act (Ch. 127, Sec. 354, Illinois Revised Statutes), and except as limited below, the Board agrees that the University shall deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University President, from the salary of each Employee who gives the University written authorization to make such deduction. Deductions shall be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.

#### **7.2. DEDUCTED DUES AND REPORT**

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

#### **7.3. CESSATION OF WITHHOLDING**

Any authorization to withhold Union dues from the salary of an Employee shall terminate and such withholding shall cease upon the happening of any of the following events: (a) termination of the Employee's employment; (b) written notice by the Employee to the University of cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

#### **7.4. LIMITATION**

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

**7.5. NOTIFICATION OF CHANGE IN DUES**

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

**7.6. UNION RELEASE**

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

**7.7. LIMITATION**

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

**7.8. UNIVERSITY LIABILITY**

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

**7.9. FAIR SHARE**

**a. Definition**

The University having been provided the appropriate showing of interest by the Union, agrees that all Employees covered by this Agreement who are not members of the Union, commencing on September 1, 2006, or upon their initial appointment, and continuing during the term of this Agreement, so long as they remain nonmembers of the Union, shall pay to the Union

each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law. This provision shall be in effect from September 1, 1999 through August 31, 2009.

**b. Certification of Amount**

The Union shall certify to the University a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

**c. Deduction Rule**

Such fair share payment by nonmembers shall be deducted by the University from the earnings of the nonmember Employees and remitted to the Union within ten (10) working days of said deduction unless required to remit a fee to the Labor Board for escrow.

**d. Provision of Names and Fair Share Posting**

The University shall provide the Union with the names of all Employee nonmembers of the Union from whose earnings the fair share payment shall be deducted. It shall also provide the Union space to post a notice concerning fair share and appeal procedures.

**e. Union Compliance**

The Union and University shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

**f. Union Informational Requirements**

Upon adoption of any Union internal appeal procedure, the Union shall supply the University with a copy. In addition, the Union shall advise the University of subsequent change therein.

**g. Union Release**

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and Employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability including attorney's fees and cost that shall arise out of, or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

**h. Contingency for Negotiations**

If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the University 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 8**

**NO STRIKE OR LOCKOUT PLEDGE**

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

## **V. PERSONNEL**

### **ARTICLE 9**

#### **NONDISCRIMINATION**

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

### **ARTICLE 10**

#### **EMPLOYMENT STATUS STATEMENT**

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

###### **a. Contract**

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

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

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###### **b. Employment Status Statement**

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

- (1) the basic monthly salary of the Employee for the academic year, including the salary increase components;

- (2) the Employee's status (e.g. where applicable: probationary, including probationary year; tenured; temporary; Academic Support Professional; terminal);
- (3) That the Employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Trustees and the University, including the terms of any applicable collective bargaining agreement.  
Any modifications in the Employee's salary shall be reflected in a revised statement issued as soon as possible.

**c. Sick Leave Report**

At least once each year the University shall notify each Employee of (1) the number of days of sick leave the Employee has accrued, classified as pre- and post-January 1, 1984, days; and (2) if applicable, the number of days of annual leave the Employee has accrued.

**10.2. APPOINTMENTS FOR UNIVERSITY LECTURERS**

The appointment of a University Lecturer shall be contingent upon program need and shall be compensated minimally at a rate specified in Article 29.

**a. Purpose of Appointments**

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

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

**b. Length of Appointments**

- (1) Each academic year, the University shall seek to provide appointments to University Lecturers of at least two consecutive semesters. Upon request, the Union shall be provided with written reasons for any appointment that is less than two consecutive semesters.
- (2) Unit B Lecturers after completion of the fifth year and receipt of a satisfactory evaluation in year five will receive a two-year renewable contract unless break in service language applies per Article 10.2.e.
- (3) Unit B Lecturers who attain and maintain Senior Status as outlined in this Agreement will receive a three-year renewable contract unless break in service language applies per Article 10.2.e.

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**(i) Eligibility for Senior Lecturer Status**

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

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

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

- (a) if applying after completing more than five years of consecutive employment, for the first four years of consecutive employment in the most recent five year period the University Lecturer must have three of the four evaluations rated highly effective, and
- (b) for the fifth year of consecutive employment in the most recent five year period the employee must have his/her evaluation rated highly effective.

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**(ii) Application for Senior Lecturer Status**

- (a) An eligible University Lecturers will apply for Senior Status by submitting a portfolio in accordance with the time table of his/her annual evaluation.

- (b) If the application is not submitted in accordance with the time table of his/her annual evaluation, the Employee must wait until the following academic year to apply for Senior Status.

The portfolio must be organized as indicated in the Table of Contents developed by the University.

and in addition to other evaluation documentation must include:

- Copies of evaluations for the immediate past five years,
- Copies of Assignment of Duties for the immediate past five years,
- Statement of Accomplishments for the past year based on his/her Assignment of Duties.

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**c. Reemployment Opportunities for University Lecturers**

- (1) Lecturer deadlines shall be added to the AOD timetable.

**(2) Notification of Interest in Reemployment**

- (a) By February 15 of each academic year, or every second year for Lecturers with more than five years of service, Lecturers shall notify in writing the Chair of the Division/Department/Unit in which they hold their appointment if they wish to be considered during the subsequent academic year for any available University Lecturer appointment for which they are qualified. Lecturers who are on two-year contracts shall automatically be considered as having notified their Chair of their interest in reemployment as long as they meet the requirements specified in Article 10.2.c.(3)(b) (Requirements for Inclusion).
- (b) If an Employee's address and/or phone number changes between February 15 and the beginning of the subsequent academic year, it shall be the Employee's responsibility to notify the Division/Department/Unit Chair in writing of that change.

**(3) Development of the Reemployment Opportunities Roster**

- (a) **Deadline.** By March 15, the Division/Department/Unit Chair shall develop the roster for the Division/Department/Unit.
- (b) **Requirements for Inclusion.** The roster is drawn from those Employees who expressed interest in reemployment pursuant to (2) above and who meet the following requirements. All Lecturers who receive a rating of satisfactory or highly effective shall be placed on the reemployment roster. Lecturers on a one-year contract receiving a rating of unsatisfactory shall not be placed on the roster. Lecturers on two-year or three year contracts who receive unsatisfactory ratings shall be given one full semester of employment following the unsatisfactory evaluation and an additional evaluation at the end of that semester in accordance with section 17.11. The full semester of employment will be the first **semester** immediately following the receipt of the unsatisfactory rating in which the lecturer is employed for the entire **semester**. If the Lecturer receives a second rating of unsatisfactory, he/she shall be removed from the re-employment roster. However, if the Lecturer receives a satisfactory or better rating, he/she shall remain on the roster.
- (c) **Ordering of the Roster.** This roster shall be ordered based on seniority of service, except that Senior University Lecturers shall have preference. Percentage of employment for those working half-time or more shall not affect placement on the roster.
- (d) **Maintenance of Senior University Lecturer Status**
  - 1) To maintain the Senior University Lecturer Status for the three year period of the contract, the Senior University Lecturer must receive a minimum of two satisfactory performance evaluations and one highly effective performance evaluation.

- 2) Should a Senior Lecturer lose his/her Senior status the following applies:
  - a) The Senior Lecturer will not lose his/her Senior Lecturer salary increment;
  - b) The Lecturer may earn the Senior Status back if over a three year period he/she receives two Highly Effective and one Satisfactory evaluation.
  - c) The Senior Lecturer salary increment can only be earned one time.

**(4) Approval and Dissemination of the Roster**

The reemployment roster shall be submitted for review by the chair, to the Dean for review, and then submit the roster to the Provost/Vice President for Academic Affairs for review. A copy of the reemployment roster shall be available in the Division/Department/Unit office. Additionally a copy shall be provided [upon request](#) to the Union Chapter President and to any Employee on the roster upon request.

**d. Use of the Reemployment Roster**

**(1) Program Need in Use of Roster**

When determining to whom to offer a temporary appointment, the Division/Department/Unit Chair shall give preference to Employees whose names are on the reemployment roster in the order in which they appear on the roster, provided however, that program needs shall be taken into account. A Division/Department/Unit Chair may offer an available temporary appointment to a candidate whose name is not on the roster if her/his decision to do so is based upon program need.

**(2) Exclusion from the Bargaining Unit:**

When a University Lecturer is hired who is excluded from the bargaining unit, as defined in paragraph 5 of Appendix J, the University Lecturer and the union will be notified of this condition at the time of the hiring of the Employee. Upon rehiring and meeting the conditions for placement in the unit, the Employee will be placed on the rotation roster and credited with one year of service towards their placement on the rotation roster.

**(3) Assignment of Duties**

Lecturers will be provided with an Assignment of Duties (AODs) prior to June 1<sup>st</sup> preceding the academic year of appointment. For Lecturers hired for the first time, AODs will be completed by June 1<sup>st</sup> when possible.

**(4) Written Offer**

March 10, 2010

Lecturers who will be reemployed and new hires when possible will receive a written offer prior to August 1<sup>st</sup>

**e. Break In Service With Two Years of Service**

- (1) If a Lecturer who has completed two consecutive years of service in the unit and whose name appears on the reemployment roster is reemployed after an absence of no more than one year, she/he shall be included in the bargaining unit upon reemployment. During the year of no employment, she/he shall maintain her/his position on the reemployment roster that was in effect prior to the break in service.
- (2) Once a Lecturer is included in Unit B, the Lecturer will remain in Unit B, regardless of his/her percentage of employment; provided, however, that if a Lecturer is not reemployed, the break in service language in 10.2.e (1) shall apply. Failure to receive a Spring/Summer assignment will not constitute a break in service for initial placement in the unit.

**10.3. TEMPORARY ACADEMIC SUPPORT PROFESSIONALS**

**a. Entry into the Unit**

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

**b. Appointment Conditions and Compensation**

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

**c. Purposes for Temporary Appointments**

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

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

## **ARTICLE 11**

### **PERSONNEL FILES**

#### **11.1. DEFINITION**

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

#### **11.2 ACCESS**

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

#### **11.3. SIGNATURE REQUIREMENTS**

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

#### **11.4. TIMELINESS MATERIALS ADDED TO A FILE**

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

#### **11.5. NOTIFICATION OF ADDITION OR REMOVAL OF MATERIALS**

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

#### **11.6. RIGHTS OF EXAMINATION**

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

#### **11.7. RIGHTS OF EXAMINATION FOR PAST EMPLOYEES**

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

### **ARTICLE 12**

#### **NOTICE OF VACANT POSITIONS**

##### **12.1. NOTICE OF VACANT POSITIONS**

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

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##### **12.2. INTERVIEW OPPORTUNITIES**

###### **a. Academic Support Professionals**

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

**b. University Lecturers**

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

**ARTICLE 13**

**GRIEVANCE PROCEDURE**

**13.1. PURPOSE**

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

**13.2. ALTERNATIVE FORUMS**

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

**13.3. DEFINITIONS**

**a. Grievance**

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

**b. Grievant**

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

Union in a dispute over a term or provision of this Agreement as it relates to the Union as an organization.

**13.4. REPRESENTATION**

The Union may, with the consent of the Employee, represent an Employee in a grievance filed under this Article. An Employee may also represent herself/himself in a grievance at Level I filed under this Article. If an Employee chooses to represent herself/himself, she/he shall so inform the Union and the University at the time of filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the Union shall have the right to have an observer present at all meetings called for the purpose of discussing grievances. The Union grievance officer shall be notified at least 24 hours in advance of any such meeting.

**13.5. GRIEVANCE REPRESENTATIVES**

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

**13.6. APPEARANCES**

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

**13.7. GRIEVANCE FORMS**

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

13.8 STOPPING THE GRIEVANCE CLOCK

The grievance clock shall stop between the two academic semesters and Summer Session when classes are not in session.

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13.9. COMPLIANCE WITH PROCEDURE

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

13.10. PROCEDURE FOR HANDLING GRIEVANCES

a. Informal Resolution Process

(1) Filing and Informal Resolution

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

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The Employee, may, for the purpose of furthering the informal resolution of the grievance, request the postponement of any action in processing the informal settlement for a period of up to 30 days. If such a request is made, it shall be granted. The Employee may terminate the postponement period at any time by giving written notice to the Provost/Vice President of Academic Affairs/designee that the grievant wishes to proceed with the meeting provided for in (2) below.

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Informal Resolution shall utilize a positive resolution process and shall involve a representative from the administration and a faculty representative from the UPI. During the original 30 day period or a postponement period, a faculty representative from the UPI and a representative from the administration shall arrange an informal conference with the appropriate University representative(s) and/or the potential grievant for the purpose of investigating ways to settle the grievance informally. Upon the expiration of the allotted time period for informal resolution or upon the request of the grievant, the University shall proceed to the hearing in (2) below.

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(2) Grievance Hearing

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Grievance Hearing

If the grievance is not satisfactorily resolved at the Informal Resolution stage, the Union may, upon the request of the grievant, file a written request for

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review with the Provost/Vice President of Academic Affairs or her/his designee within 30 days following receipt of the decision that an informal resolution could not be reached.

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In advance of the ~~Step II~~ Grievance Hearing, the grievant, Union representative, and the administrative representative shall have the right, upon request, to a copy of any existing identifiable documents relevant to the grievance. At the ~~Step III~~ Hearing, the grievant and the Union representative shall have the right to present any evidence in support of the grievance.

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(b) The Provost/Vice President for Academic Affairs or her/his designee shall issue a written decision, stating the reasons therefore, within 30 days following the conclusion of the meeting. In the event the decision at the hearing refers to documents not requested or presented, copies of such documents shall be attached to the decision.

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(d) Only those acts or omissions and terms or provisions of the Agreement identified at the ~~Step III~~ Grievance hearing may be considered at subsequent ~~steps~~ hearings such as arbitration.

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**c. ~~Step II~~ Arbitration**

If the grievance is not satisfactorily resolved at ~~Step II~~, the grievance hearing, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the University President/designee within 30 days after receipt of the ~~Level II~~ grievance hearing decision and shall be signed by the grievant and the Union President or her/his designee. No later than 30 days after filing a written notice of intent to arbitrate, the Union and the University shall select an arbitrator and date for the arbitration hearing. The arbitration hearing shall take place no later than three months after the filing of the intent to arbitrate. All dates may be extended by mutual consent of the Union and the University.

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**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 II or III~~ the **Formal Hearing or Arbitration process.**

**13.11. ARBITRATION PROCEDURE**

**a. Selection of an Arbitrator**

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

Selection of an arbitrator to hear a grievance shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators,

they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.

**b. Authority of the Arbitrator**

- (1) The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- (2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, professional advancement increase, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute her/his judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the Employee is not receiving the appropriate salary from the University but the arbitrator may not award other monetary damages or penalties. If notice that further employment shall not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the Employee was deprived of reasonable opportunity to seek other employment or (b) the Employee actually rejected an offer of comparable employment which the Employee otherwise would have accepted.

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

**c. Arbitrability**

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

**d. Conduct of Hearing**

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

**e. Effect of Decision**

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

**f. Fees and Expenses**

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

**13.12. MISCELLANEOUS PROVISIONS**

**a. Settlement Implementation**

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

**b. Time Limits**

All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University President and the Union President. Upon failure of the University President to provide a decision within the time limits provided in this Article, the Union may appeal to the next step. Upon the failure of the Union to file an appeal within the time limits provided in this Article, the grievance may only go forward by mutual agreement.

**c. Notification**

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

- d. Precedent**  
No complaint informally resolved or grievances resolved at either Step I or II 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 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.
- f. Processing**  
The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the University from taking the action in the complaint. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment. In no event shall any Employee, as a result of a pending grievance, receive compensation following cessation of employment.
- g. Reprisal**  
No reprisal of any kind shall be made by the University or Union against any grievant, witness, or other participant in the grievance procedure by reason of such participation.
- h. Records**  
All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or witness, except decisions resulting from arbitration or settlement.

## **ARTICLE 14**

### **SANCTIONS AND TERMINATION**

#### **14.1 TIMELINES AND DEADLINES WITHIN ARTICLE 14**

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

#### **14.2. SANCTION AND TERMINATION COMMITTEE**

- a. Sanction and Termination Committee for Unit A**  
The Sanction and Termination Committee is a committee from which hearing panels are chosen in the manners indicated in Section 14.2 and 14.3. The

committee shall be composed of tenured faculty members chosen in the following manner. The University President and Chapter President shall each select five members, no two of whom shall be in the same college/unit. Committee members will be appointed for two year, renewable terms and will serve until new members are appointed. The committee will be formed no later than October 1 of each year.

#### **14.3. SANCTION**

**a. Basis for Sanctions and Availability of Relevant Documents**

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

**b. Meeting to Discuss Sanction and Possible Resolution**

Prior to any sanction being imposed on an Employee, the University President or her/his designee shall hold at least one meeting with the Employee to notify the Employee that a sanction is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The 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. Notification of Sanction**

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

**d. Right to Hearing and Procedures to Convene Hearing Panel**

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

the Chapter President or his/her designee within ten (10) working days thereafter, the University President will appoint the remaining members to the panel from the relevant Sanction and Termination Committee.

**e. Role of Panel**

Within 30 days of the proposed sanction being referred to the panel, the panel shall meet to review the reasons for the proposed sanction and related documentation. The panel has a right to request of both the University and the Employee identifiable documents related to the written charges. The burden of proof that a sanction is warranted and appropriate rests with the University.

**f. Hearing Sessions and Panel Findings**

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

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

All conclusions of the panel will be reported to the University President and Chapter President in writing within 12 working days of the last meeting.

**g. Official Sanctions**

Official sanctions may be issued only by the University President or his/her designee, i.e., the Provost/Vice President of Academic Affairs, Associate Provost, Assistant Provost, or Dean/Library Director acting as the University President's designee.

**h. Record of Sanction**

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

**i. Restriction of Sanctions to this Article**

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

#### **14.4. TERMINATION**

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

- a. Meeting to Discuss Intent to Terminate and Possible Resolution**  
Prior to service of a notice of intent to seek termination, the University President shall, when practicable, hold at least one meeting with an Employee to discuss possible remedial actions by the Employee or to discuss settlement of the matter. The Chapter President shall be informed of the meeting, and a Union representative may be present at the meeting, with the consent of the Employee. If a meeting is not practical or if the Employee chooses not to attend, the University President shall make at least one good faith attempt to communicate with the Employee by registered or certified mail, return receipt requested addressed to the Employee's last known address to offer the Employee the opportunity to propose remedial actions by the Employee or to discuss settlement. The Union Chapter President shall be informed of this attempt to communicate with the Employee.
- b. Written Notification Prior to Meeting in Section 14.4.a.**  
Prior to such a meeting or attempted communication, the University President shall provide the Employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.
- c. Additional Meetings**  
Additional meetings or communications to discuss possible remedial actions by the Employee or to discuss settlement of the matter may continue until either the University President or the Employee notifies the other in writing of her/his belief that further meetings shall not be productive.
- d. Time Limitations and Possible Conclusions**  
No later than six months from the date of the first meeting or communication 14.4.a (a time limitation which may be extended by written agreement of the parties), the University President shall provide the Employee in writing with one of the following:

  - (1) a statement that further action on the matter shall not be pursued, and that all references to it shall be removed from the Employee's personnel file; or
  - (2) a statement that further action on the matter shall not be pursued at that time, but that reference to it shall remain in the Employee's personnel file; or
  - (3) specification of any remedial actions to be taken by the Employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful,

- and a statement that no notice of termination shall be issued before evaluation of the remedial actions; or
- (4) the terms upon which the matter is to be settled; or
- (5) a notice of intent to seek termination.

**e. Procedure for Termination**

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

**(1) Initiation of Termination and Service of Notice**

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

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

An Employee served with a notice of termination shall have a right to a formal hearing before a panel of five Employees from the same bargaining unit. If, within 14 days of service of a notice of termination, the Employee delivers to the University President a written request for a formal hearing, then a formal hearing shall be arranged. In the request for a formal hearing, the Employee shall designate two Employees from the same bargaining unit, one selected from the University at large and one selected from the relevant Sanction and Termination Committee, to serve on the panel. The alternate shall be selected from the same bargaining unit. The Employee may request a five work day extension for selection of the panel which will be approved if mutually agreed to by the University President, and the Chapter President. The University President shall select two Employees from the relevant Sanction and Termination Committee and one alternate from the University at large or the relevant Sanction and Termination Committee to serve on the panel within 14 work days of delivery of the request for a hearing. The four Employees so selected shall select a fifth member of the panel from the relevant Sanction and Termination Committee. If a fifth member is not selected by the method described above then the University President, and the Chapter President shall within 10 working days appoint the remaining members of the hearing panel from the relevant Sanction and Termination Committee. The Chairperson of the panel shall be selected by the panel.

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

An Employee served notice of intent to seek termination who requests in a timely manner a formal hearing in writing shall be served by the University President with a notice of hearing and specific written charges at least 15 work days prior to commencement of the hearing.

During the proceedings, the Employee shall be permitted to have a counselor or an advisor of her/his choice. When practical, the Employee shall be present but such presence is not required for the proceeding to go forward.

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

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

**(5) Hearing Sessions and Panel Findings**

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

**(6) Recommendation(s) to the Board**

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

**(7) Procedure in Event No Hearing Is Requested**

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

**(8) Termination of Compensation**

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

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

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

**(10) Record of Disciplinary Actions**

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

**14.5 RELATION TO GRIEVANCE PROCEDURE**

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

## **ARTICLE 15**

### **STAFF REDUCTION PROCEDURES**

#### **15.1. CONDITIONS FOR LAYOFF**

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

#### **15.2. STAFF REDUCTION PROCEDURES**

##### **a. Factor for Consideration**

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

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

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

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

##### **b. Vacancies for Administration**

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

#### **15.3. LOCATION OF EQUIVALENT EMPLOYMENT**

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

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The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 24, or retraining pursuant to Article 31.13. A laid off Employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits.

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

**a. Notice for Tenured Unit A Employees**

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

**b. Notice for Probationary Unit A Employees**

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

**c. Notice for Academic Support Professionals**

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

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

**a. Determination of Status at Time of Layoff**

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

**b. List of Laid Off Employees**

The University shall maintain a list of Employees who are laid off for a period of three years after the layoff. If an Employee's position at the time she/he was given notice of layoff is reinstated during such period, the Employee

shall be sent notice of that fact at the Employee's last known address and offered reemployment. It shall be the Employee's responsibility to keep the University advised of the Employee's current address. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the Employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the Employee.

**c. Three Year Rights**

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

**d. Rights Upon Reinstatement**

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

**e. Tenured Academic Support Professionals**

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

**15.6. CONTINUING BENEFITS**

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

**VI. FACULTY AND ACADEMIC SUPPORT**  
**PROFESSIONALS RIGHTS AND**  
**RESPONSIBILITIES**

**ARTICLE 16**

**ASSIGNMENT OF DUTIES AND ANNUAL WORK PLAN**

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

**16.1. ASSIGNMENT OF DUTIES (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS)**

**a. Unit A: Tenured/Tenure Track Faculty**

The professional obligation of a tenured/tenure track Employee is composed of both assigned and unassigned duties and activities. An assigned duty or activity of a Teaching Professional or of a Resource Professional shall be reflected on an assignment of duties and shall receive a CUE value.

**b. Unit B: University Lecturer**

The professional obligation of a Teaching Professional or a Resource Professional on a temporary appointment is composed of assigned teaching/primary duties and/or service, which shall be reflected in a letter of appointment and on an assignment of duties form and shall receive a CUE value.

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

**a. Unit A: Tenured/Tenure Track Faculty**

- (1) An Employee may be assigned CUEs for other activities, such as advising, curriculum development, grant development, recruitment, research, and service (see side letter).
- (2) The assigned obligation of Unit A Tenured/Tenure Track Faculty shall be 24-27 CUEs.

- (a) Unit A Teaching Faculty

- i. Unit A Teaching Professionals shall have an 10 month annual appointment which includes two semesters.
- ii. Unit A Teaching Professionals will have eight weeks when they are off contract in the Summer.
  - 1. If based on program need and agreement of the faculty member, teaching faculty may be assigned his/her eight weeks off during the Fall or Spring Semester.
  - 2. No Unit A Faculty member will be assigned to teach in the Summer Session unless he/she agrees to the assignment.
- iii. Scholarship Course Release
  - 1. Unit A Teaching Faculty may apply for scholarship course release time of one to two courses per academic year.

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- (b) Unit A Resource Faculty,
  - i. The annual appointment shall be for 12 months. Unit A Resource Faculty may be hired on appointments of less than 12 months. The workload for Resource Faculty on contracts of less than 12 months shall be pro rata. The workload for Unit A Faculty who are hired mid-year shall be pro-rata
  - ii. As part of the Unit A Tenured/Tenure Track Resource Faculty's assignment, he/she may apply for scholarship CUEs per Article 16.2.f.
  - iii. The annual available scholarship CUEs for an individual faculty member will be a range of 3 to 4 CUEs.
  - iv. CUEs assigned for scholarship must be used as release time for the purpose of research/creative activities and not for the purpose of overload.
  - v. The maximum number of CUEs that may be assigned before overload compensation begins is 27.

- (3) For Unit A teaching faculty the university will make available a minimum of 44 three credit hour course releases university wide for the purpose of Research/Creative Activities. These will be distributed to the colleges based on the quality of proposals and recommendations of the deans after reviewing recommendations of the RRC. The number of scholarship proposals funded will be determined collectively by the Deans in consultation with the Provost.

For Unit A resource faculty the university will make available a minimum of 9 CUEs annually for the purpose of Research/Creative Activities. These will be distributed to the University Library and Digital Learning and Media Design based on the quality of proposals and

recommendations of the deans after reviewing recommendations of the RRC. The number of scholarship proposals funded will be determined collectively by the Deans in consultation with the Provost.

- (4) Unit A Teaching Professionals will be assigned a maximum of **24 to 27 CUEs** which includes all teaching assignments, as well as CUEs for other primary duties, research/creative activities, and service.

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- (5) Unit A Resource Faculty will be assigned a maximum of 24-27 CUEs which includes all primary duties, as well as CUEs for research/creative activities and service.

- (6) Unit A Teaching Professionals and Unit A Resource Faculty will be assigned no more than **20** CUEs overload. The overload assignment will not exceed **20** CUEs beyond the maximum full load CUE assignment of 27 CUEs or a total of **47** total CUEs during an academic year.

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Unit A Teaching Professionals and Unit A Resource Faculty may be assigned overload CUEs in excess of **20** CUEs if the Chair and Dean determine the assignment is based on program need, and the Provost/Vice President of Academic Affairs approves the overload, and if the Unit A faculty member agrees to the assignment.

- (7) Unit A Teaching Professionals **will primarily** teach their courses in two **semesters**, i.e. **Fall and Spring semesters**.

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- (8) **If based on program need and agreement of the Unit A faculty the Chair/Dean may assign a faculty member to teach his/her 24-27 CUEs over two semesters and the Summer Session.**

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- (9) Unit A Tenure/tenured teaching professionals will receive one planning CUE for every course preparation over five different three credit hour courses.

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**b. Unit B: University Lecturer**

CUE Assignments:

- (1) The assigned obligation of a full-time University Lecturer shall be within the range of 30 to 33 CUEs over three **semesters**.
- (2) CUEs will be determined by the Provost/Vice President for Academic Affairs in accordance with CUE guidelines. The workload for Employees on contracts of less than 12 months and/or less than full-time shall be pro rata. Thirty CUEs will be used to determine the workload and salary percentage in their initial assignment.
- (3) A Unit B Lecturer assigned obligation may include CUEs for service activities to the Division/Department/Unit, college, and/or University. Employees continue to be encouraged to engage in unassigned professional development activities related to the Employee's assignment.
- (4) A Unit B Lecturer will receive one planning CUE for every course preparation over six different three credit hour courses.

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(5) A University Lecturer shall be provided an opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.

(6) Unit B University Lecturers and Senior Lecturers will be assigned no more than ~~20~~ ~~42~~ CUEs overload. The overload assignment will not exceed ~~42~~ ~~20~~ CUEs beyond the maximum full load CUE assignment of 33 CUEs or a total of 53 CUEs during an academic year.

Unit B University Lecturers and Senior Lecturers may be assigned overload CUEs in excess of ~~42~~ ~~20~~ CUEs if the Chair and Dean determine the assignment is based on program need, and ~~v~~ the Provost/Vice President of Academic Affairs approves the overload, and if the University Lecturer agrees to the overload assignment.

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**c. Range of Assignments**

The assigned obligation of an Employee may be any combination of CUEs within the ranges specified. If an Employee is assigned duties for only part of a period of appointment, her/his assigned obligation shall be reduced in proportion to the period of appointment.

**d. Part-time Appointments**

If an Employee has a part-time appointment, her/his assignment shall be proportionate to the appointment. For a part-time University Lecturer, the assignment of an additional course(s) including laboratories, which increases the workload above the level of the existing part-time CUE range. will result in the issuance of a new contract with their salary and workload percentage increased by prorating the additional assignment as a percentage of the 30 CUEs which will be used to determine the workload and salary percentage in their initial contract assignment. An Employee on a part-time contract shall be provided the opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.

**e. Location of Assignment**

The assigned obligation of a Teaching Professional or a Resource Professional or University Lecturer may be on campus, off campus, web-based, or some combination thereof.

**f. Release Time for Scholarship/Research/Creative Activities**

As part of the Assignment of Duties (AOD) process Unit A Teaching Faculty may negotiate course(s) release time and Resource Faculty may negotiate CUEs for the purpose of research/creative activities.

- (1) By December 1<sup>st</sup> of each year a college/unit wide committee will be formed which will be composed of 5 Unit A Faculty to serve as a scholarship review and recommendation committee (Research Review Committee – RRC) reviewing scholarship proposals for academic

soundness. If the unit does not have five tenured/tenure track faculty they will elect fewer members to the RRC.

- (2) The Unit A faculty in the college/unit will elect three members of the RRC and the college/unit dean will appoint two members of the RRC.
- (3) By January 10<sup>th</sup> of each year Teaching Faculty applying for course release time and Resource Faculty applying for CUEs for the purpose of Research/Creative Activities, will develop a clear research/creative activity proposal with measureable outcomes that will lead to scholarly work in the faculty member's area of Teaching/Primary Duties as defined in the Division/Department Criteria.
  - (a) **For Unit A Teaching Faculty** the proposal will state if the faculty is requesting a one or two course reduction for the academic year. This proposal will be submitted simultaneously to the RRC and the Division/Department Chair/Unit Director/Dean no later than January 10<sup>th</sup>.
  - (b) **For Unit A Resource Faculty** the proposal will state if the faculty is requesting three, or four CUEs for the academic year. This proposal will be submitted simultaneously to the RRC and the Division/Department Chair/Unit Director/Dean no later than January 10<sup>th</sup>.
  - (c) No later than February 10<sup>th</sup> the RRC will forward their recommendation for approval or denial only of the proposal(s) with reasons to the Division/Department Chair/Unit Director and to the faculty member.
- (4) During the consultation phase of the AOD process the Division/Department Chair/Unit Director or Dean (in the absence of a Chair/Director), following consultation with the dean, and the faculty member will discuss the Research/Creative Activity proposal, recommendations of the RRC, and requested release time.
- (5) Faculty approved for release time for Research/Creative Activities who plan to request course release time for Teaching Faculty or CUEs for Resource Faculty for a second consecutive academic year must submit a progress report to the Research Review Committee and the Division/Department Chair/Unit Director on his/her research by October 1<sup>st</sup> of the academic year in which the second release time will be requested.
  - By November 1<sup>st</sup> the RRC must submit a report on the faculty member's progress and make a recommendation supported by reasons regarding the award of additional release time for the following academic year.
  - The faculty's progress as determined by the dean/chair and the review of the RRC will be reviewed with the faculty member during the AOD process and will be a factor in the decision to approve a subsequent consecutive AOD with course release (Teaching Faculty) or CUEs (Resource Faculty) for Research/Creative Activities for the following academic year.

- By May 15<sup>th</sup>, the Division/Department Chair/Dean/Director, following consultation with the dean, will notify the faculty member in writing whether his/her proposal was accepted or denied. The Division/Department Chair/Dean/Director must provide written reasons for denial of proposals recommended by the RRC. If the Chair/ Dean/Director's **decision is based on academic soundness and differs from the committee's recommendation the** decision must be supported by reasons related to academic soundness.

(6) By October 1st of the academic year following the academic year of time for research (if the faculty member is not requesting a subsequent year of course release (Teaching Faculty) or CUEs (Resource Faculty) for the purpose of scholarship) the faculty member will submit either an update or a final report of the outcomes of his/her research/creative activities for the year of assigned release time.

(7) Outcome(s) of Research/Creative Activities

- (a) If it is determined through the review process that a faculty member did not complete or show appropriate progress in meeting his/her identified research outcomes he/she will not be awarded a subsequent reduction in teaching/primary duties to focus on Research/Creative Activities as part of the AOD process until his/her research outcomes have been submitted and evaluated by the RRC, Chair and/or Dean.
- (b) **In accordance with 16.2.(f).(8).(a),** below during the initial year of this contract a faculty member who has received release time for scholarship and/or scholarship CUEs during AY08-09 must submit a report on his/her research/creative activities and the outcomes of the research to the RRC, chair/dean for review. ***The report for research/creative activities for AY08-09 must be submitted with the research proposal for AY10-11.*** The review will determine if the faculty member will be awarded a subsequent reduction in teaching/primary duties to focus on Research/Creative Activities.

(8) As part of the AOD process, faculty who have received a major research grant may request to buy teaching release time (if allowed by the grant) to work on research/creative activities connected with the grant. Program need will be considered in the decision process. The number of course release (Teaching Faculty) or CUEs (Resource Faculty) is negotiable depending on program need, evaluation criteria, grant limitations, and faculty request. If the Chair/ Dean/Director's **decision is based on academic soundness and differs from the committee's recommendation the** decision must be supported by reasons related to academic soundness.

- (a) **For Unit A Teaching Faculty** the number of course release time will be determined by the Dean and Chair in consultation with the faculty member.
- (b) **For Unit A Resource Faculty** the number of CUEs will be determined by the Dean and Chair in consultation with the faculty member.

**16.3. ASSIGNMENT OF DUTIES PROCEDURES (UNIT A: TENURED/ TENURE TRACK FACULTY - Sections a through h; UNIT B: UNIVERSITY LECTURER - Sections a, b, c, and d only)**

**a. Development of Assignment of Duties Form and Timetable**

The Provost/Vice President for Academic Affairs shall develop the forms to be used to record officially assigned duties and the timetable for distribution of CUE guidelines for Teaching Professionals and [Resource Faculty](#), the development of course schedules, and the official assignment of duties.

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**b. Review with the Union**

The Provost/Vice President for Academic Affairs shall review the forms and timetable with the Union Chapter President before they are distributed to Employees.

**c. Distribution Deadline for Assignment of Duties Forms and Timetable**

A copy of the timetable shall be provided to each Employee by October 15 unless otherwise agreed to by the Chapter President and University President.

**d. Employee Proposal for Assignment of Duties**

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

**e. Scheduling of Vacation**

An Employee may submit a proposal for the scheduling of vacation. Scheduling of vacation shall be based upon program needs and is subject to approval by the Chair, Director, or Dean.

**f. Discussion Prior to Assignment**

A tenured/tenure track teaching 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 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 as scheduled in the University timetable by the Chair, a personal consultation shall be held between the Employee and the Chair. A reasonable effort shall be made to provide an advance opportunity to discuss an official assignment to an Employee who is away from campus on University business. The Division/Department/Unit Chair shall develop the written assignment of duties and submit it to the appropriate dean for review. The Dean will submit the assignment of duties to the Provost/Vice President for Academic Affairs for final approval.

**g. Deadline for Assignment of Duties**

A tenured/tenure track Teaching Professional or Resource Professional or Unit B Lecturer shall receive her/his official written assignment of duties including any CUEs to be awarded by June 1 or at the time of appointment, whichever is later.

**h. Modifications of Assignment of Duties**

An Employee shall be given the same opportunity to discuss any modification of the official written assignment of duties as is given in Section 16.3.f above for the original assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in CUEs, as soon as possible.

If, during her/his period of appointment, a significant modification occurs in a Teaching Professional's or Resource Professional's assigned primary duties, she/he may request a modification of her/his official assignment, or in the CUEs awarded for such assigned primary duties.

**16.4. CREDIT UNIT EQUIVALENCIES (CUEs) (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS)**

**a. CUE Guidelines**

[CUE guidelines will be revised by the following schedule:](#)

- 1) [By October 1, 2010 a GSU-UPI committee will be appointed to initiate the review process for the CUE Guidelines](#)

[Once CUE guidelines are revised they](#) will remain the same throughout the duration of this agreement with the exception that they may be modified by mutual agreement between the University administration and the Chapter President.

**b. Assignment of CUEs**

Except as provided in Section 16.4.c below, the CUEs referred to in Section 16.4.a above shall be computed by addition of the credit hours assigned by

the University to the courses assigned to an Employee. The CUEs referred to in Section 16.2 above shall be assigned according to the procedure specified in Section 16.3, consistent with University CUE guidelines for teaching faculty or [Resource Faculty](#), as applicable.

**c. Assignment of Additional CUEs**

- (1) The Dean in consultation with the Provost/Vice President for Academic Affairs may assign Employees to perform activities such as curriculum development, grant/contract proposal development, research/creative

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activities, University service, supervision, public service, or service as a Division/Department/Unit student advisor.

- (2) The Dean in consultation with the Provost/Vice President for Academic Affairs may adjust the CUE value of courses or activities in which the contact hours and credit hours are not equivalent. The Dean in consultation with the Provost/Vice President for Academic Affairs may also adjust the CUE 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 CUE value lower than the number of credit hours, as specified in University CUE guidelines.
- (3) CUEs shall be specified by the Provost/Vice President for Academic Affairs for activities assigned or adjustments made pursuant to this section. The CUE value shall be counted toward fulfillment of the obligation specified in this Article.
- (4) The Dean in consultation with the Provost/Vice President for Academic Affairs may grant CUEs for voluntary and elected University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Section 16.2.
- (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 Dean to exclude such work from the Employee's assigned obligation specified in Article 16.2 (Section 4.3). The Dean in consultation with the Provost/Vice President for Academic Affairs shall review each request for exclusion individually. If the work is not excluded, the Dean in consultation with the Provost/Vice President for Academic Affairs shall determine the value of such work in terms of CUEs.

**16.5. OVERLOAD (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS)**

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**a. Assignment of Overload CUEs**

**(1) Overload Assignment**

An Employee 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 CUE range specified in Article 16.2 above. Excess units under this section shall be compensated at the rate specified in Article 29. Assignment of involuntary overload shall not exceed one three credit hour course per academic year. There shall be no more than one mandatory additional three credit hour courses assigned once faculty members meet the maximum of 27 total CUEs on their annual AOD.

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**(2) Calculation of Overload CUEs**

**Unit A:**

The computation for overload for all assigned activities for tenured/tenure track Faculty will be paid after the maximum of 27 CUEs.

**Unit B:**

The computation for overload for Unit B lecturers will be paid after a maximum of 33 CUEs.

**b. Temporary Assignments**

**(1) Temporary Replacement Assignments**

If a Teaching Professional or a Resource Faculty or a University Lecturer is absent from her/his duties, another Employee may be requested or assigned to perform the absent Employee's duties. Except as specified in Section 16.5.b.(2) below, the assignment shall be without compensation.

**(2) Compensation for Temporary Replacement Assignments**

If the assignment is in excess of the top of the relevant CUE range specified in Sections 16.2.a, 16.2.b, and 16.2.c above, and if the assignment exceeds two weeks within a semester or the pro rata equivalent of two weeks within any other academic term (exclusive of periods when classes are not in session in the case of a Teaching Professional), the Teaching Professional or Resource Faculty or University Lecturer shall receive compensation prorated for the period of assignment as specified in Article 29, Section 29.6, beginning with the third week of the assignment.

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**16.6. SCHEDULING OF ASSIGNMENTS FOR UNIT A: RESOURCE FACULTY**

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**a. Consideration of Effective Operations**

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

**b. Consideration of Other Assigned and Unassigned Duties**

A Resource Professional may request her/his unit head to schedule the Resource Professional's assigned 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 Division/Department/Unit. The unit head's approval shall not be unreasonably withheld.

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

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

**a. Student Access to Faculty**

To provide individual student access to faculty, each Teaching Professional shall maintain a schedule of at least four office hours per calendar week spread over at least three days or a schedule of at least five office hours per calendar week spread over at least two days. These hours 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. See Article 4.

Unit A Teaching Faculty and Unit B Lecturers who are assigned to teach Internet courses may hold some of their office hours electronically. Unit A Teaching Faculty and Unit B Lecturers who are assigned to teach courses off-campus may hold some of their office hours at the off-campus site. semester Unit A Teaching Faculty and Unit B Lecturers who hold office hours as defined above must:

- (1) hold office hours on the GSU main campus for a minimum of twelve (12) hours, per semester, and
- (2) these office hours must be scheduled and posted on the Employee's office door with their electronic and off campus office hours by the end of the first week of each semester, and
- (3) these office hours must minimally occur as three hours, during the first five weeks of the semester, and as two hours, during the second five weeks of the semester, and as three hours, during the third five weeks of the semester.
- (4) The additional four (4) office hours may held as needed based on discussion between the Employee and Division/Department Chair.
- (5) Faculty will state and update each semester all on campus, electronic, and off campus office hours on all course syllabi.

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

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

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must be available to participate in meetings and other activities, as necessary other than those of posted office hours.

**16.8. OUTSIDE EMPLOYMENT (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS)**

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

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

**a. Assigned Obligation**

- (1) Definition**  
The assigned obligation of an Academic Support Professional is defined by two documents: the official job description and the annual work plan.
- (2) Term of Appointment**  
The annual work year for an Academic Support Professional is July 1 through June 30.
- (3) Work Week**  
Full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the Academic Support Professional's period of appointment, as approved by the supervisor. The assigned obligation of a part-time Academic Support Professional shall be proportionate to her/his appointment.
- (4) Part-time Appointments**  
The assigned obligation of a part-time Academic Support Professional shall be proportionate to her/his appointment and fall within the timeframe of the appointment.
- (5) Notification Prior to Permanent Reassignment**  
In the case of permanent job reassignment, the Academic Support Professional must be notified in writing at least two weeks in advance of the permanent reassignment.

**b. Official Job Descriptions**

**(1) Definition**

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

**(2) Copy Requirements**

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

**(3) Modification Procedures**

If the supervisor wishes to modify an Employee's official job description, the supervisor shall consult with the Employee about the proposed modification, providing the Employee with a copy of the proposed modification. The Academic Support Professional may attach a statement reacting to the proposed modification and forward it to the Dean/Director and the appropriate Vice President for approval. The Academic Support Professional shall receive a copy of any modification of her/his official job description.

**(4) Implementation of Modifications**

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

**c. Annual Work Plan**

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

**(1) Review**

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

- (a) to review the Employee's official job description;
- (b) to discuss, on the basis of the job description, a written work plan for the Employee;
- (c) to review the materials and methods to be used for evaluation.

**(2) Work Plan**

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

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

**d. Modification of Annual Work Plans**

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

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

**(1) Employee Requests for Modification**

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

**(2) Supervisor Initiated Modifications**

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

**(3) Copy Requirements**

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

**e. Changes in Supervisor**

Any reorganization or change in supervisor shall necessitate a review of the job description, work plan and description of materials and methods to be used to evaluate Employee performance to ensure that the Academic

Support Professional understands the evaluation procedure used by her/his supervisor.

**f. Scheduling**

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

**g. Special Projects and Overload**

**(1) Assignment of Special Projects**

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

**(2) Compensation for Special Projects**

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

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

**a. Eligibility**

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

**b. Accumulation**

- (1) Compensatory time must be earned in a minimum of half-hour increments.
- (2) Compensatory time shall be accumulated only when one or more hours of compensatory time are worked in a one-week period.
- (3) Thirty-seven and one-half hours of compensatory time can be accumulated for up to one academic year and is not accruable.

**c. Reporting**

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

**d. Use**

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

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**16.11. GRIEVANCES ON ASSIGNMENT OF DUTIES (UNIT A: TENURED/  
TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS;  
ANNUAL WORK PLAN UNIT B: ACADEMIC SUPPORT  
PROFESSIONALS)**

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

**ARTICLE 17**

**EVALUATION AND EVALUATION CRITERIA**

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

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

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

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

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

**17.2. EVALUATION SCHEDULE (UNIT A: TENURED/TENURE TRACK FACULTY)**

In each academic year, the Provost/Vice President for Academic Affairs shall prepare the schedule for evaluation for retention, tenure, promotion, and professional advancement increase. A copy of the schedule shall be provided to each Employee by October 15. Any request for an extension of the timelines in the above schedule must be approved in writing by the academic vice president/designee.

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

SEMESTER

| Probationary Year        | Evaluation Period To Be Considered for the Evaluation Year  |
|--------------------------|---|
| <b>Evaluation Year 1</b> | For a faculty member who begins his/her employment in the Winter or Sp/S <u>Semester</u> the Year 1 Evaluation period will be for the first term of employment through the Employee's first Fall <u>Semester</u> of employment.<br><br>For a Faculty member beginning her/his employment in the Fall <u>Semester</u> the evaluation period will be that Fall <u>Semester</u> only (see <i>examples below</i> ). |
| <b>Evaluation Year 2</b> | The Year 2 evaluation period will overlap the Year 1 Fall <u>Semester</u> and extend through the following Sp/S <u>Semester</u> .   |
| <b>Evaluation Year 3</b> | The Year 3 evaluation period will include the Fall <u>Semester</u> from evaluation Year 3 through the following Sp/S <u>Semester</u> of Evaluation Year 3.  |
| <b>Evaluation Year 4</b> | The Year 4 evaluation period will be the Fall <u>Semester</u> from evaluation Year 4 through the following Sp/S <u>Semester</u> of Evaluation Year 4.   |
| <b>Evaluation Year 5</b> | The Year 5 evaluation period will be the Fall <u>Semester</u> from Year 5 through the following Sp/S <u>Semester</u> of Year 5.   |

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| <b>Evaluation Year 6 Tenure/Promotion to Associate Professor</b>          | The tenure/promotion to Associate Professor evaluation period will be from the first <a href="#">Semester</a> of employment through the Fall <a href="#">Semester</a> of Evaluation Year 6.  |
| <b>Associate Professor Without Tenure With One Year Evaluation Period</b> | <p>For a faculty member hired as an Associate Professor without tenure, he/she will be evaluated for Year 1 the same as all newly hired Unit A Tenure Track faculty.</p> <p>For a faculty member who chooses to be evaluated for tenure following one academic year, the evaluation period will be as follows:</p> <p>The tenure Year 1 Evaluation period will be for the first Fall term of employment through the Employee's first Sp/S <a href="#">Semester</a> of employment.</p>  |
| <b>Associate Professor Without Tenure With Two Year Evaluation Period</b> | <p>For a faculty member hired as an Associate Professor without tenure, he/she will be evaluated for Year 1 the same as all newly hired Unit A Tenure Track faculty.</p> <p>For a faculty member who chooses to be evaluated for tenure following two academic years, the evaluation period will be as follows:</p> <p>Following the Year 1 Evaluation period defined above, the first full academic year evaluation period will be for the first fall term of employment through the Employee's second Sp/S <a href="#">Semester</a> of employment.</p> <p>The Tenure Year 2 evaluation period will be from the second Fall <a href="#">Semester</a> of employment through the following Sp/S <a href="#">Semester</a> of employment.</p> |

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**Evaluation Period for Faculty Hired at GSU as Associate Professor Without Tenure:**

- (1) For all Unit A Tenure Track faculty hired at GSU with the rank of Associate Professor, but without Tenure, a decision regarding tenure will be made not less than the end of the first full Academic Year of Service, but not later than the end of the second year of full academic year of service at GSU.

- (2) The evaluation period for tenure will be discussed with the Employee at the time of hire and the Employee must notify the Provost/Vice President for Academic Affairs in writing per submittal of the Evaluation Year Decision for Associate Professors Without Tenure Form by January 31 of the first academic year of full-time employment.

**17.4. EVALUATION PERIOD FOR PROMOTION OF TENURED FACULTY**

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

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

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

**a. Areas of Evaluation**

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

**b. Performance Standards**

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

- (2) ▼ (3) ▼
- (4) ▼

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

(7) Exception: An eligible Employee who applies for consideration for tenure or promotion on the basis of exceptional performance must meet the relevant performance standards described above. In addition, the Employee must show evidence of exceptional performance beyond that otherwise required in one of the three areas of evaluation.

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

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

**d. Areas of Consideration in Evaluating Performance**

(1) Evaluation of an Employee's teaching/performance of primary duties shall include consideration of the Employee's effectiveness in her/his: execution of assigned responsibilities as listed in the Assignment of Duties; oral English proficiency as mandated by Illinois statute; command of the subject matter or discipline; ability to organize, analyze and present

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- knowledge or material; ability to encourage and interest students in the learning process; student achievement; mentoring; student advisement; counseling and support of student learning.
- (2) Evaluation of the effectiveness of an Employee's research/creative activity shall include consideration of: the quality and quantity of research/creative activity; contributions to the Employee's discipline or field; extent and nature of national, state, or local recognition of research/creative activity; extent and nature of participation in professional organizations.
  - (3) Evaluation of an Employee's service within the Employee's unit, college, profession, the University, or the community shall take into consideration: the extent and nature of leadership; degree of participation; quality and length of service; extent and nature of national, state, or local recognition of service; the relationship of the service to the Employee's assigned responsibilities; and the relationship to the University mission.

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

**a. Definition of Division/Department/Unit Criteria**

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

- (1) specific categories of materials and activities appropriate for the Division/Department/Unit to use to evaluate performance in the three areas of evaluation;
- (2) the relative importance of these materials and activities;
- (3) a general statement of the methods, including classroom visitation by peers and the Chair; to be used for evaluation of teaching/performance of primary duties;
- (4) a general statement of the methods to be used for evaluation of research/creative activity;
- (5) a general statement of the methods to be used for evaluation of service;
- (6) the relative emphasis to be given to research/creative activity and service.

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

**b. Procedures for Developing Division/Department/Unit Criteria**

The UPI and Administration agree that ~~for this contract the section for development of Division/Department/Unit criteria will be deleted.~~ **we will initiate the review and revision of Division Criteria effective AY 2012-13.**

**c. Implementation Date for Division/Department/Unit Criteria**

Once the Division/Department/Unit criteria are revised they will remain in effect throughout the duration of this Agreement.

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

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**a. Division/Department/Unit Personnel Committee**

(1) Each Division/Department/Unit shall have a Division/Department/Unit Personnel Committee, the sole purpose of which shall be to provide recommendations to the Division/Department/Unit Chair concerning retention, tenure, promotion, or PAI of Division/Department/Unit Employees.

(2) The Division/Department/Unit Personnel Committee shall be composed of tenured faculty members.

(a) The Division/Department/Unit Personnel Committee (DPC) shall be elected by Division/Department/Unit bargaining unit Employees.

(b) Unit A Faculty shall be elected to two year terms on the DPC. Upon completion of a two year term the Employee is not eligible to be elected to an additional term on the DPC for a minimum of one year unless the size of the Division/Department/Unit has fewer than six tenured faculty members.

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(c) Election of the Division/Department/Unit Personnel Committee shall be conducted by the Division/Department/Unit faculty on an annual basis no later than October 1<sup>st</sup> of each academic year. The Division Chair shall initiate the process for electing the faculty committee

(d) The DPC committee members will have staggered terms. For the initial formation of the Division Personnel Committee during this Agreement the DPC members will determine which members of the committee will have one or two year appointments to establish the process of staggered terms.

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(e) The election shall be per confidential ballot.

(f) The size of the Division/Department/Unit Personnel Committee shall be three or more as determined by the Division/Department/Unit.

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(g) If the Division/Department/Unit has fewer than three tenured faculty members, then tenure track members of the bargaining unit may be elected to the Division/Department/Unit Personnel Committee.

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(3) If a Division/Department/Unit fails to elect a personnel committee, or if a Division/Department/Unit Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, tenure, promotion, or PAI of Division/Department/Unit Employees.

**b. University Personnel Committee**

- (1) The purpose of the University Personnel Committee shall be to provide recommendations to the Provost/Vice President for Academic Affairs concerning retention, tenure, promotion, or professional advancement increases of University 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 percent of the faculty in a Division/Department/Unit Resource Faculty are tenured, then a non-tenured Employee may be elected to represent the Division/Department/Unit. Resource Faculty Unit A Faculty shall be elected to three year terms on the UPC. Upon completion of a three year term the Employee is not eligible to be elected to an additional term on the UPC for a minimum of two years, unless the size of the Division/Department/Unit has fewer than three tenured faculty members.
  - (a) The University Personnel Committee shall be composed of no more than 13 faculty members.
  - (b) There will be two representatives from each of the colleges and one representative from the University Library and one representative from Digital Learning and Media Design on the University Personnel Committee. For Colleges having two divisions each Division, shall have at least one representative on the University Personnel Committee. For college(s) with multiple departments there will be two representatives from the college elected to the UPC.
  - (c) Resource Faculty, (d) The remaining three members shall be elected at large.
  - (e) Terms on the University Personnel Committee shall be three years, and shall be staggered.
  - (f) Election of the University Personnel Committee shall be conducted by the Faculty Senate on an annual basis no later than October 1<sup>st</sup> of each academic year.
- (3) 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, salary increases, PAI, tenure, or promotion of University Employees.
- (4) The only role of a Division/Department/Unit Personnel Committee and the University Personnel Committee in evaluation of Employee performance is evaluation for the purpose of providing a recommendation concerning retention, tenure, promotion or professional advancement increase of a University Employee.

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

- (1) The Associate Professor will be evaluated for tenure through the regular evaluation process outlined in Article 17 with regard to evaluation schedule, evaluation period, standards, division criteria, evaluation

materials, evaluation committees, administrators' evaluations, and evaluation procedures.

- (2) Application for tenure will be made by submittal of a portfolio including work at GSU documenting the Associate Professor's work in the areas Teaching/Primary Duties, Research/Creative Activities, and Service.
- (3) All faculty hired at GSU as an Associate Professor without tenure will be evaluated for Year 1 the same as all new Unit A Tenure Track faculty. These faculty will choose, by the date specified in Article 20.6.b.(3) to be evaluated following one or two full academic years which will be in addition to the Year 1 Evaluation specified in this Section 17.7.c.(3).
- (4) An Associate Professor with a one year evaluation period prior to application for tenure will follow the evaluation schedule for submission of portfolios for Evaluation Year 6 tenure/promotion to Associate Professor and will be evaluated by the standards and division criteria for Year 6 – Tenure/Promotion to Associate Professor.
- (5) For an Associate Professor with a two year evaluation period prior to application for tenure the first evaluation year will follow the evaluation schedule for submission of portfolios for Evaluation Year 5 and the Employee will be evaluated by the standards and division criteria for Year 5.

The second evaluation year will follow the evaluation schedule for submission of portfolios for Evaluation Year 6 - Tenure/Promotion to Associate Professor and the Employee will be evaluated by the standards and division criteria for Year 6 – Tenure/Promotion to Associate Professor.

- (6) In the area of Research/Creative Activities only, an Associate Professor hired without tenure may use scholarship from a previous institution to meet the standards of Evaluation Years 5 and/or 6, if the scholarship is within the immediate 5 years prior to the Employee's initial appointment at GSU.

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

##### **a. Procedures for All Evaluators**

All evaluations of Employees for retention, promotion, or tenure, shall be in the areas of evaluation specified in 17.5.a, and based on the considerations in 17.5.d as specified in the approved statement of Division/Department/Unit criteria described in 17.6.a, on the applicable performance standard in 17.5.b, and on the materials referred to in 17.9 below.

##### **b. Student Evaluations**

At least once each academic term, each Employee who teaches a course or other instructional activity shall have her/his teaching effectiveness evaluated by students in accordance with methods specified in the approved statement of Division/Department/Unit criteria. Individual student evaluations will be returned to the faculty except in the case of a negative retention, tenure,

promotion, or PAI decision when the original completed, individual student evaluation forms will be retained by the university and the faculty member will receive a copy of these forms. A faculty member may attach an explanation to student evaluations and it shall be taken into account in the evaluation process.

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

##### **a. Portfolio Contents and Organization**

By a date to be specified in the University evaluation timetable, each Employee who is to be evaluated for retention, tenure, promotion, or professional advancement increase (Article 21.2) shall submit an evaluation portfolio(s) containing evaluation materials in accordance with her/his Division/Department/Unit criteria. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance standards. The Employee is responsible for developing a detailed table of contents for the portfolio following the guidelines developed by the Provost/Vice President for Academic Affairs. Additionally, a separate section shall be designated for the inclusion of materials which may be inserted by evaluators in accordance with Section 17.9.c.

##### **b. Evaluation Materials**

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

##### **c. Addition of Materials to the Evaluation Portfolio**

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

- (1) An Employee may add materials which were not available prior to the beginning of the evaluation process.
- (2) An Employee may add materials specifically requested by any of the evaluators (the Division/Department/Unit Personnel Committee, the Division/Department/Unit Chair, the Dean, the University Personnel Committee, or the President).
- (3) An Employee may add materials in response to an evaluator's placement of materials in the evaluation portfolio or the personnel file during the evaluation process.

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- (4) An evaluator may add materials which were not available prior to the beginning of the evaluation process.
- (5) An evaluator may add copies of materials which were in the Employee's personnel file prior to the beginning of the evaluation process but which the Employee has not included in her/his evaluation portfolio provided that (a) copy(ies) of any statement(s) the Employee has attached to such materials also be added to the evaluation portfolio.

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

If an evaluator adds materials to an Employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such materials shall be provided to the Employee. Notice will be given by a cover letter with a copy of the material that has been added and should be placed in the Employee's mailbox and an e-mail to the Employee's GSU email address to alert the faculty member that the material is there. The Employee shall, upon request, be provided an opportunity to review and respond to the materials before the completion of that step of the evaluation process. Such an opportunity shall not delay that step of the process more than three days beyond the date specified in the University timetable, unless an extension is agreed to by the Provost/Vice President for Academic Affairs and the 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.

**e. Addition of Documentation of the Evaluation Process**

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

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

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

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

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primary division/department unit specified and determined at the time of initial appointment or assignment.

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

**b. Evaluation Materials**

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 Division/Department/Unit shall submit evaluation materials relevant to those duties in the portfolio. Evaluation materials may include documentation of primary duties, research/creative activity, and/or service from the other Division/Department/Unit(s).

**c. Consideration of Assignment in Evaluation**

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

**d. Division/Department/Unit Criteria**

Evaluators shall use the approved statement of Division/Department/Unit criteria of the evaluating Division/Department/Unit in evaluating materials relating to assignments outside of the Division/Department/Unit. If the statement of Division/Department/Unit criteria of the evaluating Division/Department/Unit does not contain such materials, they shall be evaluated by use of the approved statement of Division/Department/Unit criteria of the Division/Department/Unit in which the duties were performed or, if no such statement exists, by use of the official written assignment of duties.

**17. 11. EVALUATION PROCEDURES (UNIT B: UNIVERSITY LECTURERS)**

**a. Time of Employment**

No Lecturer shall be evaluated until she/he has completed one full academic term of service at the University.

**b. Materials**

Evaluation of Lecturers shall consist of a review of the following by the Division/Department/Unit Chair and the dean:

- (1) student evaluations of all courses or other instructional activities;
- (2) any materials the Employee submits as evidence of the effectiveness of her/his teaching/primary duties;
- (3) materials in the Employee's personnel file;
- (4) additional documentation of the materials specified in (2) and (3) above, as requested by the Division/Department/Unit Chair.

**c. Written Evaluation by Division/Department/Unit Chair and Dean**

**(1) Procedure**

Following review of the documents, the Division/Department/Unit Chair and the Dean/Unit Head shall each write an evaluation of the Employee's teaching/primary duties. The evaluations shall state whether the Employee's degree of effectiveness in teaching/primary duties has been unsatisfactory, satisfactory, or highly effective.

**(2) Unsatisfactory Evaluations**

- (a) If an Employee's performance is judged unsatisfactory, the Division/Department/Unit Chair and/or Dean, as appropriate shall provide written reasons.
- (b) Temporary Appeal Committee  
The Employee may forward the negative decision of the Chair and/or Dean for review by a temporary appeal committee. The temporary appeal committee must be formed within 10 days of the Employee's request for a review by the appeal committee. The temporary appeal committee shall be composed of three bargaining unit members, at least one from Unit A and at least one from Unit B; one member selected by the Employee, one member selected by the Chair, and the third by the two members selected.
- (c) The Temporary Appeal Committee will meet within 15 days of appointment of the full panel.
- (d) Following the Committee's review of the materials submitted to them by the Chair and/or Dean and/or Employee the committee will make a recommendation with supporting reasons to the Provost.
- (e) The recommendation of the Temporary Appeal Committee will be forwarded to the Provost in writing within 10 working days of the last meeting for the Provost's final review and evaluation.

**(3) Final Review and Evaluation Process**

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

**(4) Provost's Decision**

The Provost will make a written decision within 14 days of receipt of the panel's recommendation.

**(5) Opportunity for Response**

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

**d. Future Employment**

(1) A satisfactory evaluation of a temporary Employee shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 10.

(2) A University Lecturer on a one year appointment, who receives an unsatisfactory evaluation or an unsatisfactory outcome of the appeal procedure shall not be placed on the Re-employment roster (see article 10.2.c.).

(3) A University Lecturers on a two or three year appointment, who receives an unsatisfactory evaluation or an unsatisfactory outcome of the appeal procedure shall be given one full semester of employment following the unsatisfactory evaluation and an additional evaluation at the end of that semester in accordance with section 17.11. (see article 10.2.c.).

(a) If the second evaluation rates the Lecturer as satisfactory he/she will be placed on the Re-employment Roster.

(b) If the second evaluation rates the Lecturer unsatisfactory, he/she will not be placed on the re-employment roster.

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

**a. Criteria and Documentation for Evaluation**

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

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

**b. Schedule for Evaluation**

(1) Annually, each Academic Support Professional shall be evaluated in writing by her/his supervisor and the Dean/Unit Head shall each write an

evaluation of the Employee's work performance in accordance with the approved job description, description of materials and methods to be used in evaluating the Employee's performance, and annual work plan. The evaluations shall state whether the Employee's degree of effectiveness in performance of their primary duties has been:

- **Superior:** Exemplary performance in many areas of the job or a particular job criterion.
- **Generally Exceeds Expectations:** Surpasses the standards and established performance expectations in many important areas of the job.
- **Meets Expectations:** Good performance. Consistently meets standards and established performance expectations in important areas of the job.,
- **Needs Improvement:** Performance does not meet expectations in some important areas of the job.
- **Unsatisfactory:** Performance falls below expectations in many areas of the job. Substantial improvement critical.
- **Not Applicable:** Performance factor is not relevant to the position with reference to the established performance standards.

(2) An additional evaluation in the first year of employment may occur in the sixth month of employment. See Articles 18.10 and 18.11.

**c. Copies of Evaluations and Retention Recommendations**

Copies of the evaluation shall be provided to the Employee and placed in the Employee's personnel file. Evaluations conducted in the Employee's first, second, third, fourth, fifth, and each subsequent second year of employment at the University shall also contain a recommendation for retention or non-retention, in accordance with the provisions of Article 18.11.

**d. Modifications in Evaluation Methods Specified in the Work Plan**

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

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

**17.13 CLASSIFICATION INCREMENT**

- a. Academic Support Professionals receiving a classification change to Senior ASP will receive a classification increment of \$2450 to annual base salary, which shall be effective the September 1 following the award of their classification change.

**17.14. CRITERIA FOR CLASSIFICATION CHANGE**

**a. Classification change to Senior ASP**

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

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

**17.15. APPLICATION FOR CLASSIFICATION CHANGE**

**Application to Senior ASP Classification Change**

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

**17.16. EVALUATION METHODS, CRITERIA AND PROCEDURES FOR CLASSIFICATION CHANGE**

**(UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

**a. Recommendation By The Division/Department/Unit Chair/Director And Copy Requirements**

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

**b. Criteria and Documentation for Evaluation**

Each Academic Support Professional shall receive an annual written evaluation from her/his supervisor in accordance with the approved job description and the annual work plan which includes a description of

materials and methods to be used in evaluating the Employee's performance as described in Section 16.9.c.

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

**c. Schedule for Evaluation**

- (1) Annually, each Academic Support Professional shall be evaluated in writing by her/his supervisor and the Dean/Unit Head. ASPs who have applied for Senior status will be evaluated via this regular evaluation process. The Supervisor and the Dean shall each write an evaluation of the Employee's work performance in accordance with the approved job description, description of materials and methods to be used in evaluating the Employee's performance, and annual work plan. Based on the evaluations the supervisor will make a recommendation regarding the ASP's Senior status application. The evaluations shall state whether the Employee's degree of effectiveness in performance of their primary duties has been:
  - **Superior:** Exemplary performance in many areas of the job or a particular job criterion.
  - **Generally Exceeds Expectations:** Surpasses the standards and established performance expectations in many important areas of the job.
  - **Meets Expectations:** Good performance. Consistently meets standards and established performance expectations in important areas of the job.,
  - **Needs Improvement:** Performance does not meet expectations in some important areas of the job.
  - **Unsatisfactory:** Performance falls below expectations in many areas of the job. Substantial improvement critical.
  - **Not Applicable:** Performance factor is not relevant to the position with reference to the established performance standards.
- (2) An additional evaluation in the first year of employment may occur in the sixth month of employment. See Articles 18.10 and 18.11.

**d. Copies of Evaluations and Retention Recommendations**

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

**e. Maintenance of Senior University Academic Support Professional Status**

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

## **ARTICLE 18**

### **RETENTION**

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

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

**a. Annual Evaluation**

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

**b. University Timetable**

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

**c. Portfolio Requirement**

The evaluation process for retention shall be initiated by the Employee in accordance with the Agreement. All probationary Employees are required to submit evaluation portfolios for retention or for tenure.

**d. Required Service Before Evaluation**

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

**e. Evaluation in Probationary Years One, Two and Three**

The evaluation process shall be conducted within the respective college during the first three years of service. The evaluators shall be the Division/Department/Unit Personnel Committee, the Division/Department/Unit Chair, and the Dean/Director, respectively. After completion of the evaluations, if there was a negative recommendation by any of the three evaluating levels, the portfolio shall automatically be forwarded by the Dean/Director for review by the University Personnel Committee, Provost/Vice President for Academic Affairs, and University President as specified in 18.5 below. A split/equal vote by the Division Personnel Committee is not considered a negative or positive recommendation, but will result in the faculty member's retention portfolio being forwarded to the University Personnel Committee, Provost, and University President for review and recommendation.

**f. Evaluation in Probationary Years Four and Five**

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

A split vote is not a negative or positive recommendation.

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

The Division/Department/Unit Personnel Committee shall submit a written retention recommendation for each probationary Employee to the Division/Department/Unit Chair. The written recommendation shall be supported with written reasons based on performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, or, as applicable, program needs. A split vote is not a negative or positive recommendation.

**18.3. RECOMMENDATION OF DIVISION/DEPARTMENT/UNIT CHAIR AND REQUESTS FOR RECONSIDERATION (UNIT A: TENURED/TENURE TRACK FACULTY)**

The Division/Department/Unit Chair/Director shall prepare a written retention recommendation for each probationary Employee. The written recommendation shall be supported with written reasons based on performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs. The Division/Department/Unit Chair/Director shall provide each Employee considered for retention with a copy of her/his retention recommendation and reasons and the retention recommendation and reasons of the Division/Department/Unit Personnel Committee. Within five working days of receipt of the recommendation and reasons, an Employee may submit a written request to the Division/Department/Unit Chair/Director for reconsideration of

a negative recommendation by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair/Director. The request shall be granted and the Division/Department/Unit Chair/Director shall provide the Employee with a written statement of the result of the reconsideration by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair/Director.

**18.4. REVIEW AND RECOMMENDATION BY THE DEAN/DIRECTOR AND REQUEST FOR RECONSIDERATION (UNIT A: TENURED/TENURE TRACK FACULTY)**

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

Within five working days of receipt of the recommendation and reasons, an Employee may submit a written request to the Dean/Director for reconsideration of a negative recommendation by the Dean/Director if the previous recommendations of both the Division/Department/Unit Personnel Committee and the Division/Department/Unit Chair were positive and the Dean/Director's recommendation was negative. The request shall be granted and the Dean/Director shall provide the Employee with a written statement of the result of the reconsideration by the Dean/Director.

**18.5. EVALUATION BY THE UNIVERSITY PERSONNEL COMMITTEE AND THE UNIVERSITY PRESIDENT (UNIT A: TENURED/TENURE TRACK FACULTY)**

In the first three years, if the retention recommendations of the Division Personnel Committee, Chair, and Dean were all positive, the University President shall review the retention recommendations and retain the Employee. For Employees in years four or five and Employees in the first three years who received a negative retention recommendation by the Division/Department/Unit Personnel Committee, Chair, or Dean, the Dean shall forward the portfolio to the Provost/Vice President for Academic Affairs for evaluation by the University Personnel Committee and the University President as specified in Articles 18.6, 18.7, and 18.8. A split/equal vote by the University Personnel Committee is not considered a negative or positive recommendation.

**18.6. EVALUATION BY THE UNIVERSITY PERSONNEL COMMITTEE (UNIT A: TENURED/TENURE TRACK FACULTY)**

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

If the University Personnel Committee makes a negative recommendation and the Division/Department/Unit 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 five working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the Employee with a written statement of the result of reconsideration.

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

The Provost/Vice President for Academic Affairs shall review with the University President the evaluation portfolios and all retention recommendations and supporting reasons submitted for probationary Employees according to Sections 18.5 and 18.6. In the first three probationary years, if the retention recommendations of the Division Personnel Committee, Chair and dean were all positive, the University President shall review the recommendations and retain the Employee. For Employees in years four or five or Employees in the first three years who received a negative retention recommendation by the Division Personnel Committee, Chair, or dean, the dean shall forward the portfolio to the Provost/Vice President for Academic Affairs for evaluation by the University Personnel Committee and the Provost/vice Vice President for academic affairs as specified in Articles 18.6, 18.7 and 18.8. The Provost/Vice President for Academic Affairs shall provide a written recommendation to the University President who shall provide a written decision. If the decision is negative, the Provost/Vice President for Academic Affairs will meet with the University President to determine the reasons for the decision and the University President shall provide the Employee with a statement of the reasons for the decision based on performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6 or, as applicable, program needs.

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

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

- a. by not later than April 1 of the first and second year of full-time employment in a position in the bargaining unit at the University;
- b. by not later than December 15 of the third and fourth year of full-time employment in a position in the bargaining unit at the University; and
- c. by not later than 12 months before expiration of the appointment after four or more years of full-time employment in a position in the bargaining unit at the University.

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

**a. Failure to Notify**

In the event of failure to provide notice of non-renewal as required by Section 18.8 above, the Employee shall receive a probationary appointment for one additional academic year.

**b. Failure to Apply**

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

**18.10. EVALUATION OF ACADEMIC SUPPORT PROFESSIONALS (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

**a. Annual Evaluation**

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

**b. Six-Month Evaluation**

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

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

**a. Definition of Years of Employment**

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

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

**b. Recommendation for Retention**

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

**c. Basis for Evaluation**

The official job description and annual work plan including the approved statement of materials and methods for evaluation shall be utilized in the evaluation for retention.

**d. Basis for Non-retention**

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

**e. Review of Retention Recommendations and Notice of Retention**

Each retention recommendation shall be reviewed by the appropriate Dean/Director who shall submit a written retention decision and by June 15, the dean shall notify the Employee in writing of her/his decision regarding retention. If the decision is negative, the dean shall provide written reasons based on the reasons specified in 18.11.d, as applicable. Copies of the retention recommendation and the evaluation shall be provided to the Provost/Vice President for Academic Affairs, the Employee, and placed in the Employee's personnel file.

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**f. Remediation Period Prior to Notice**

- (1) Should an Academic Support Professional receive a negative retention recommendation he/she will be given a one semester remediation period for the semester immediately following the negative-retention recommendation
- (2) At the end of the remediation period, the Academic Support Professional shall receive an additional evaluation as per the procedure in 14.12 and an additional retention recommendation and decision as per 18.11 b-e.

**g. Notice of Non-Retention**

Notice of non-retention shall be as follows:

- (1) In the first year of service in an Academic Support Professional position in the bargaining unit, not later than three months prior to the termination date specified in the notice.
- (2) In the second, third, fourth, and fifth years of service in an Academic Support Professional position in the bargaining unit, not later than six months prior to the termination date specified in the notice.
- (3) If an Academic Support Professional on a two-year appointment receives notice of non-retention, she/he shall receive at least nine months of employment after the notice of non-retention is received.

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

**a. Reduction in Funding**

Academic Support Professionals who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of non-retention as specified in Article 18.11.g if the funding for their position is reduced or eliminated. If such funding is reduced or eliminated, the Employee shall be notified immediately.

**b. Alternate Employment**

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

**c. Restoration of Position**

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

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**Deleted:** By June 15, the 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 18.11.d, as applicable. Copies of the retention recommendation and the evaluation shall be provided to the Employee and placed in the Employee's personnel file.

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**Deleted:** Each retention recommendation shall be reviewed by the appropriate Dean/Director who shall submit a written retention recommendation for consideration to the Provost/Vice President for Academic Affairs. The Provost/Vice President for Academic Affairs shall provide a written recommendation to the University President. -

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**Deleted:** By June 15, the 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 18.11.d, as applicable. Copies of the retention recommendation and the evaluation shall be provided to the Employee and placed in the Employee's personnel file. -

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**ARTICLE 19**  
**PROMOTION**

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

**19.1. PROMOTIONAL INCREMENT**

- a. Faculty receiving a promotion from Assistant to Associate Professor will receive a promotional increment of \$2400 to annual base salary, which shall be effective the September 1 following the award of their promotion.
- b. Faculty receiving a promotion from Associate to Professor will receive a promotional increment of \$2400 to annual base salary, which shall be effective the September 1 following the award of their promotion.

**19.2. PROMOTION AND PROFESSIONAL ADVANCEMENT INCREASE**

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

**19.3 APPLICATION FOR PROMOTION**

- a. Eligible faculty will apply for a promotion by submitting a portfolio (Article 17.9) in accordance with the University schedule (Article 17.2).
- b. Criteria for Eligibility for Promotion: An Employee shall be eligible for consideration for promotion if she/he meets the following requirements:
  - (1) **Assistant Professor Promotion Application**  
For all Unit A Tenure Track faculty hired at GSU as an Assistant Professor application for promotion to Associate Professor and tenure are linked and will occur at the same time per the evaluation of one portfolio(s).
  - (2) **Professor Promotion Application**  
For promotion to Professor an Employee must possess tenure at GSU, and hold the rank of Associate Professor. Application may be made in the

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fourth year after the award of tenure, and will be made by submission of a portfolio.

#### **19.4. PROCEDURES FOR PROMOTION**

- a. Recommendation by the Division/Department/Unit Personnel Committee**  
The Division/Department/Unit Personnel Committee shall prepare a written promotion recommendation for each eligible Employee to the Division/Department/Unit Chair. The written recommendation shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.
- b. Recommendation by the Division/Department/Unit Chair and Copy Requirements**  
The Division/Department/Unit Chair shall prepare a written promotion recommendation for each eligible Employee. The written recommendation shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Division/Department/Unit Chair shall provide each Employee considered for promotion with a copy of her/his promotion recommendation and reasons and the promotion recommendation and reasons of the Division/Department/Unit Personnel Committee.
- c. Request for Reconsideration by Division/Department/Unit Personnel Committee and/or Division/Department/Unit Chair**  
Within three working days of receipt of the recommendations and reasons, an Employee may submit a written request for reconsideration of a negative recommendation by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair to the Division/Department/Unit Chair. The request shall be granted, and the Division/Department/Unit Chair shall provide the Employee with a written statement of the result of the reconsideration by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair.
- d. Recommendation by the Dean/Director**  
The evaluation portfolios, promotion recommendations, and reasons of Division/Department/Unit Chairs and Division/Department/Unit Personnel Committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the Division/Department/Unit. The Dean/Director, if any, beyond the level of the Division/Department/Unit, shall submit a written promotion recommendation for each eligible Employee to the Provost/Vice President for Academic Affairs. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Dean/Director, if any, beyond the level of the Division/Department/Unit, shall provide a copy of her/his promotion recommendation to the Employee with supporting reasons in the event of a negative recommendation.

- e. Request for Reconsideration by the Dean/Director**  
In the event that a Unit A tenured faculty member receives positive promotion recommendations from both the Division/Department/Unit Personnel Committee and the Division/Department/Unit Chair, and receives a negative evaluation from the Dean/Director, within five working days of receipt of the recommendation and reasons, an Employee may submit a written request to the Provost/Vice President for Academic Affairs for reconsideration of a negative recommendation by the Dean/Director. The request shall be granted and the Dean/Director shall provide the Employee with a written statement of the result of the reconsideration.
- f. Recommendation by the University Personnel Committee**  
The Provost/Vice President for Academic Affairs shall present all evaluation portfolios, promotion recommendations, and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the Provost/Vice President for Academic Affairs for each eligible Employee. Negative recommendations shall be supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6. The Provost/Vice President for Academic Affairs may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the Employee.
- g. Request for Reconsideration by the University Personnel Committee**  
If the University Personnel Committee makes a negative recommendation and the Division/Department/Unit Personnel Committee has made a positive recommendation, the Employee may submit a written request for reconsideration of the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the Employee with a written statement of the result of the reconsideration.
- h. Recommendation by the Provost/Vice President for Academic Affairs and the University President**  
The Provost/Vice President for Academic Affairs shall review all evaluation portfolios, promotion recommendations, and supporting reasons for eligible Employees and make a written recommendation to the University President. For all negative promotion recommendations, Provost/Vice President for Academic Affairs shall meet with the University President regarding the evaluation portfolio(s), promotion recommendations, and supporting reasons for the Employee(s) with the negative recommendation(s). If the recommendation is negative, the University President shall provide the Employee with a statement of reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.

**i. Notification Deadline for Negative Decision**

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

**19.5. PROMOTION ON THE BASIS OF EXCEPTION**

An Employee who does not satisfy the eligibility requirements for promotion to Professor in Section 19.6 may apply for promotion on the basis of exception **based on** exceptional teaching/performance of primary duties and research/creative activities, and superior service.

**a. Conditions for Applying for an Exception**

An Employee who does not satisfy the requirements for promotion to Professor described in 19.6 may apply for promotion to Professor on the basis of exceptional teaching/performance of primary duties and research/creative activity and service.

**b. Division/Department/Unit Application Procedure**

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

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

Unit Chair concur that the Employee should be recommended for promotion, written recommendations, supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department/Unit Chair and the Division/Department/Unit Personnel Committee as provided in 20.9 through 20.15 below.

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

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

**e. Notification in the Case of Any Negative Recommendation**

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

Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6.

**19.6. DIVISION/DEPARTMENT/UNIT CRITERIA AND STANDARDS FOR RETENTION, PROMOTION, AND TENURE**

- a. The process for the review and revision of Division Criteria will begin in AY2012-13 and be effective AY13-14.
- b. Once Division Criteria are revised they will remain the same throughout the duration of this agreement with the exception that they may be modified by mutual agreement between the University administration and the Chapter President.

b.

**ARTICLE 20**  
**TENURE**

This Article applies only to tenure track faculty.

**20.1. AWARD OF TENURE BY THE BOARD**

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

**20.2. DEFINITION OF TENURE**

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

**20.3. LIMITATIONS**

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

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**Deleted:** For the duration of this Agreement , Division/Department/Unit criteria (DCs) will remain the same as the DCs that were effective September 01, 2005, unless the Administration and UPI agree to a revision of the DCs. In the next contract negotiation process it will be determined when the Division/Department/Unit criteria will be reviewed and developed to determine criteria for future retention, tenure, promotion, and professional advancement increase decisions.

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**Deleted:** Faculty who begin employment before AY 03-04 and who requested in writing to the Provost/Vice President of Academic Affairs on or before June 30, 2005, to meet the standards in Article 17.5.b. (5) Chart A for tenure and promotion to Associate Professor will be evaluated by these standards until they receive tenure/promotion to Associate Professor. All other faculty will meet the standards in Article 17.5.b.(6) Chart B.

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

**a. Award of Tenure for New Employees in the Unit**

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

**b. Award of Tenure for Nonmembers of the Unit**

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

**20.5. EVALUATION PERIOD**

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

**20.6. REQUIREMENTS FOR TENURE**

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

**a. Tenure Requirements for Unit A Tenure Track Faculty Hired as Assistant Professor at GSU:**

**(1) Educational Requirements**

The educational requirements for tenure in effect at the University as of September 1, 2006, shall remain unchanged for the duration of this Agreement. They shall be distributed to all probationary faculty, and appear in Appendix F.

**(2) Years of Service**

- (a) Except as provided in Section 20.7, an Assistant Professor may not apply for tenure before her/his sixth probationary year of employment.
- (b) All Employees shall be placed in probationary year one at the time of initial appointment. Probationary year one may be extended for Employees who begin their employment after the beginning of the academic year.
- (c) **Only following a discussion with his/her Division/Department Chair/Director may an Assistant Professor who at the time of hire**

has approved full time teaching or professional experience in at least a baccalaureate granting institution elect probationary credit of one year for each full year of prior experience to be applied toward tenure. No more than three years of probationary credit may be received.

- (d) An Employee who is eligible for placement in a higher probationary year and who elects to be placed in a higher probationary year must notify the Provost/Vice President for Academic Affairs in writing per submittal of the Prior Years of Service form provided by the Provost's Office and submittal of required documentation by April 15 of the first academic year of full-time employment.
- (e) In the area of Research/Creative Activities only, faculty may use scholarship from a previous institution from which they are requesting credit for years of service if the scholarship is within the immediate 5 years prior to the Employee's initial appointment at GSU.

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

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

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**Deleted:** 6) . at the end of the tenure evaluation period, the employee is not retained, she/he will be terminated at the end of the academic year in which the evaluation occurred.

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**Deleted:** 7) . An Associate Professor with a one year evaluation period prior to application for tenure will be evaluated by the standards and division criteria for Year 6 – Tenure/Promotion to Associate Professor. .

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**Deleted:** (8) . For an Associate Professor with a two year evaluation period prior to application for tenure the first evaluation year the Employee will be evaluated by the standards and division criteria for Year 5. .  
 . The second evaluation year the Employee will be evaluated by the standards and division criteria for Year 6 – Tenure/Promotion to Associate Professor. .

(8) An Associate Professor without tenure who is not retained following his/her first evaluation year using Evaluation Year 5 Standards will be granted a probationary contract for the next subsequent academic year but shall not be reviewed for tenure.

(9) An Associate Professors without tenure who is not awarded tenure following his/her second evaluation year using Evaluation Year 6/Tenure Standards will be granted a probationary contract for the next subsequent academic year but shall not receive tenure.

(10) If an Employee is not notified of a negative decision by the Board on her/his tenure recommendation by July 1, the Employee shall be granted a probationary contract for the 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.

(11) In the area of Research/Creative Activities only, an Associate Professor hired without tenure may use scholarship from a previous institution to meet the standards of Evaluation Years 5 and/or 6, if the scholarship is within the immediate 5 years prior to the Employee's initial appointment at GSU.

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

### **a. Conditions for Applying for an Exception**

An Employee who does not satisfy either (1) the educational requirements for tenure described in 16.6.a above or (2) the years of service requirement specified in 16.6.a above may apply for consideration for tenure and promotion to Associate Professor in her/his fourth, fifth, or sixth year of full-time service in the bargaining unit at the University on the basis of exceptional teaching/performance of primary duties and research/creative activity, or service. Faculty may be considered for evaluation for early tenure based on exceptional service by exceeding the standard of Superior Service, but must maintain Superior Teaching/Primary Duties and Superior Research/Creative Activities.

### **b. Standard of Superior Service**

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

### **c. Division/Department/Unit Application Procedure**

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

Department/Unit Personnel Committee and the Division/Department/Unit Chair.

**d. Materials**

In the area of Research/Creative Activities only, faculty may use scholarship from a previous institution from which they are requesting credit for years of service if the scholarship is within the immediate 5 years prior to the Employee's initial appointment at GSU.

**e. Positive Recommendations from the Division/Department/Unit Personnel Committee and Chair**

If the Division/Department/Unit Personnel Committee and the Division/Department/Unit Chair concur that the Employee should be recommended for tenure, written recommendations, supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department/Unit Chair and the Division/Department/Unit Personnel Committee as provided in 20.9 through 20.15 below.

**f. Negative Recommendation from the Division/Department/Unit Personnel Committee or Chair**

If the Division/Department/Unit Personnel Committee or the Division/Department/Unit Chair makes a negative recommendation for tenure and promotion to Associate Professor, the Employee shall not be considered further for tenure until the next succeeding period of evaluation for tenure unless the Employee is in her/his final probationary year. If the Employee is in her/his final probationary year, written recommendations, supported with written reasons based on the performance standards, Division/Department/Unit criteria, and materials as specified in Sections 17.5 and 17.6, shall be prepared and transmitted by the Division/Department/Unit Chair and the Division/Department/Unit Personnel Committee as provided in Sections 20.9 through 20.15 below.

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

If the Employee is not in her/his final probationary year and if the Employee subsequently applies for consideration for tenure/promotion to Associate Professor as an exception to the educational requirements or years of service requirements for tenure/promotion to Associate Professor, her/his application shall be considered and transmitted as provided in Sections 20.9 through 20.15 below.

**g. Notification in the Case of Any Negative Recommendation**

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

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

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

**20.9. RECOMMENDATION BY THE DIVISION/DEPARTMENT/UNIT PERSONNEL COMMITTEE**

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

**20.10. RECOMMENDATION BY THE DIVISION/DEPARTMENT/UNIT CHAIR AND COPY REQUIREMENTS**

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

**20.11. REQUEST FOR RECONSIDERATION BY DIVISION/DEPARTMENT/UNIT PERSONNEL COMMITTEE AND/OR DIVISION/DEPARTMENT/UNIT CHAIR**

Within three working days of receipt of the recommendations and reasons, an Employee may submit a written request for reconsideration of a negative

recommendation by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair to the Division/Department/Unit Chair. The request shall be granted, and the Division/Department/Unit Chair shall provide the Employee with a written statement of the result of the reconsideration by the Division/Department/Unit Personnel Committee and/or the Division/Department/Unit Chair within three working days of receipt of the request for reconsideration of a negative recommendation.

#### **20.12. RECOMMENDATION BY THE DEAN/DIRECTOR**

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

In the event that a Unit A tenure track faculty member receives positive tenure/promotion recommendations from both the Division/Department/Unit Personnel Committee and the Division/Department/Unit Chair, and receives a negative evaluation from the Dean/Director, within five working days of receipt of the recommendation and reasons, an Employee may submit a written request to the Dean/Director for reconsideration of a negative recommendation by the Dean/Director. The request shall be granted and the Dean/Director shall provide the Employee with a written statement of the result of the reconsideration by the Dean/Director.

#### **20.13. RECOMMENDATION BY THE UNIVERSITY PERSONNEL COMMITTEE**

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

**20.14. REQUEST FOR RECONSIDERATION BY THE UNIVERSITY  
PERSONNEL COMMITTEE**

If the University Personnel Committee makes a negative recommendation and the Division/Department/Unit Personnel Committee has made a positive recommendation, the Employee may submit a written request for reconsideration of the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the Employee with a written statement of the result of the reconsideration.

**20.15. RECOMMENDATION BY THE PROVOST/VICE PRESIDENT FOR  
ACADEMIC AFFAIRS AND THE UNIVERSITY PRESIDENT**

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

**20.16. NOTIFICATION DEADLINE FOR NEGATIVE DECISION BY THE BOARD**

If an Employee is not notified of a negative decision by the Board on her/his tenure recommendation by July 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 21**

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

**(Unit A: Tenured/Tenure Track Faculty) (Unit B: Lecturers  
AND ACADEMIC SUPPORT PROFESSIONALS  
INCLUDED IN EXCELLENCE AWARDS)**

**21.1. PROCEDURES FOR ANNUAL EVALUATION OF TENURED FACULTY**

The annual evaluation for tenured Employees not being considered for PAI is a process to identify areas of strength and weakness and to improve performance. The evaluation shall consist of the review of the following by the Division/Department/Unit Chair:

- (1) the required student course evaluations, where applicable;
- (2) a self-evaluation that may be accompanied by optional relevant, supportive materials submitted by the Employee to substantiate performance in the areas of teaching/primary duties, research/creative activity and service;
- (3) materials in the Employee's personnel file and such other materials as are directly related to the Employee's performance of professional duties.

The period of the evaluation shall be the period (previous, two semesters) since the date of the Employee's most recent self-evaluation.

Following review of the documents, the Division/Department/Unit 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.

**21.2. PROFESSIONAL ADVANCEMENT INCREASE (PAI)**

**a. Definition of Professional Advancement Increase (PAI)**

The Professional Advancement Increase is an award designed to recognize the achievements of tenured faculty members who received tenure prior to September 1, 2005 and have chosen to retain the title of University Professor and those faculty members in the Rank system who hold the rank of Professor. The degree of effectiveness of performance of each Employee being considered for professional advancement increase shall be evaluated in the areas of teaching/performance of primary duties, research/creative activity, and service. Teaching/performance of primary duties shall be considered the most important of the three areas of evaluation.

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**b. Criteria for Eligibility**

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

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

| Timelines for Application for a PAI   |   |  |
|---|---|--|
| Professors:<br>Application for First PAI Following Promotion to Professor   | Professors:<br>Application for Second and Subsequent PAIs   | University Professors<br>Application for a First or Subsequent PAI   |
| 1) Must have completed four academic years since promotion to Professor, and<br>2) Professors are eligible to apply during their fifth academic year after being promoted to the rank of professor. | 1) Must have completed three academic years since promotion to professor, and<br>2) Faculty are eligible to apply during their fourth academic year after promotion to professor. | 1) An Employee who has previously received a PAI, must have completed three academic years since the award of the PAI. |

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**c. Performance Standards and Types of PAIs**

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

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

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

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

|                     |          |           |           |
|---------------------|----------|-----------|-----------|
| <b>PAI/Research</b> | Superior | Superior  | Effective |
| <b>PAI/Service</b>  | Superior | Effective | Superior  |

**d. Period of Evaluation**

Awards are based on performance over a period of three or more consecutive years considered in the aggregate, that is taken as a whole through the period of evaluation. The evaluation period shall be a period that ends with the Spring Semester of the academic year preceding the application. At least the three academic years (six semesters, Fall through Spring/Summer) must be included. These three academic years must include only years after the award of a previous PAI or include three academic years after the award of tenure.

**e. Evaluation Procedures**

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

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**21.3. EXCELLENCE AWARD**

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

Bargaining Unit members who have received an Excellence Award are eligible to be nominated and and if chosen receive the award in the fifth year following receipt of the previous Excellence Award. The clock regarding Excellence Awards received will start in AY09-10; therefore, awards received prior to AY09-10 will not be considered in determining the five year period of eligibility.

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

- (1) By November 15, for each year of this agreement the University President shall request of the Faculty Senate, the University Curriculum Committee, and the Union recommendations of Unit A and Unit B bargaining unit members to serve on the Excellence Awards Committee. From these recommendations and by December 15, the University President shall appoint seven UPI bargaining unit members.

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The University President's selection shall guarantee proportional representation among Unit A teaching and Resource Faculty, and among Unit B University Lecturers and Academic Support Professionals as well as among the Division/Department/Units at the University. The University President shall inform the committee of the number and amount of awards available.

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- (2) By February 1, for each year of this Agreement the committee shall develop procedures for the nomination of eligible Employees and the process by which they shall make their award recommendations. The procedures shall allow for nomination by other bargaining unit members or administrators and will be made directly to the University wide Excellence Awards Committee.

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- (3) Criteria for the award of an Excellence Award:

(a) Unit A Tenured/Tenure Track Faculty must demonstrate excellence in the area(s) of Teaching/Primary Duties, and/or Research/Creative Activities, minimally as defined in Evaluation Year 5 of the Division/Department Criteria.

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In the area of Service Unit A Faculty must meet the Division/Department Criteria for a PAI Teaching/Service.(b) Unit B University Lecturers must demonstrate excellence in the area(s) of Teaching and/or Service. Criteria for teaching will include evaluation of syllabi, additional teach materials developed by the Lecturer, incorporation of technology in teaching when appropriate, incorporation of research in teaching, and student evaluations of instruction. In the area of Service faculty will be evaluated on excellent service to the university and community based on active participation in program accreditation, taking leadership roles in developing outreach activities to potential students, retention strategies, and leadership in service to the community.

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(c) Academic Support Professionals must demonstrate excellence in Primary Duties and/or Service. Excellence in primary duties must include taking initiative in the development of new recruitment and/or retention strategies and programs for students served. Excellent Service will be demonstrated by, but not limited to taking initiatives beyond what is expected in the position to serve the university and the community.

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- (4) All committee recommendations shall be forwarded to the University President by April 15.

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- (5) After a review of the committee's recommendations the University President shall determine which nominees shall receive Excellence Awards. The University President's decision shall not be subject to Article 13, Grievance Procedure.

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- (6) Notice of receipt of an Excellence Award shall be placed in the Employee's personnel file.

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- (6) Excellence Awards are in recognition of achievement during an academic year.

## **VII. SHARED RIGHTS AND RESPONSIBILITIES**

### **ARTICLE 22**

#### **CONSULTATION**

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

### **ARTICLE 23**

#### **UNIVERSITY REORGANIZATION**

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

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

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

**23.2. UNIT A: TENURE/TENURE TRACK EMPLOYEES**

**a. Educational Requirements for Tenure for Transferred Employees**

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

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

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

**23.3. UNIT B: ACADEMIC SUPPORT PROFESSIONALS**

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

**ARTICLE 24**

**TRANSFER**

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

**24.1. RIGHT TO TRANSFER EMPLOYEES**

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

**24.2. RETENTION OF BENEFITS**

Where applicable, an Employee's probationary status, years of service, tenure, eligibility for consideration for professional advancement increase, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in

Article 31 shall not be affected by transfer resulting from reorganization or program needs.

#### **24.3. CONSULTATION WITH NEW DIVISION/DEPARTMENT/UNIT**

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

#### **24.4. REQUEST FOR TRANSFER**

An Employee may, through her/his division Chair/Unit Head, submit a request to the University President for transfer from one Division/Department/Unit to another within the University, and within the same bargaining unit. The University President shall review the request with the members of the other Division/Department/Unit. Within 90 days of submission of her/his request to the division Chair/Unit Head, the Employee shall receive 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.

#### **24.5. REASSIGNMENT OUTSIDE THE BARGAINING UNIT**

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

## **ARTICLE 25**

### **ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE**

#### **25.1. PURPOSE OF ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE**

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

#### **25.2. FORMATION AND COMPOSITION**

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

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

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

#### **25.3. PROVISION OF RELEVANT INFORMATION TO COMMITTEE**

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

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

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

**25.4. COMMITTEE CONSIDERATIONS**

In the process of developing its recommendations, the committee shall review program costs and enrollment history, contributions of the program to the general education requirements, interdisciplinary and service functions, graduation requirements, and the University curriculum, and contributions of the program to the mission and goals of the University.

**25.5. RECOMMENDATION TO THE PROVOST AND THE BOARD**

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

**25.6. COMMUNICATION WITH AFFECTED PERSONNEL**

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

**ARTICLE 26**

**MISCELLANEOUS PROVISIONS**

**26.1. TOTALITY**

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

**26.2. AMENDMENT AND MODIFICATION**

Nothing herein shall preclude the Board and Union from mutually agreeing to amend or modify any of the provisions of this Agreement. In the event the Board and Union negotiate a mutually acceptable amendment or modification of this

Agreement, the amendment or modification shall be put in writing and become a part of this Agreement upon ratification by both parties.

**26.3. CONFLICT WITH POLICIES OR REGULATION**

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

**26.4. AVAILABILITY OF AGREEMENT**

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

**ARTICLE 27**

**SEVERABILITY**

**27.1. INVALIDATION OF PROVISIONS**

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

**27.2. NEGOTIATION REQUIREMENT**

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

## **VIII. SALARY AND COMPENSATION**

### **ARTICLE 28**

#### **SALARY**

##### **28.1. PAYMENT SCHEDULE**

Effective and thereafter, Unit A faculty members on a ten-month appointment shall normally be paid their annual salary over twelve months. At the Employee's request, the Employee may receive his/her salary over ten months. However, Human Resources shall provide the Employee with information that this choice will have on his/her benefits prior to finalizing the Employee's choice for that academic year.

##### **28.2. GENERAL ELIGIBILITY**

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

### 28.3. BASIC INCREASE

#### a. Unit A: Tenured/Tenure Track Employees; Unit B: University Lecturers

- (1) Effective Academic Year (AY) 2009-10 there will be a 0% increase and the university guarantees no furloughs for bargaining unit members for this period.
- (2) Effective Academic Year (AY) 2010-11 there will be a 0% increase and the university guarantees no furloughs for bargaining unit members for this period.
- (3) Effective AY2011-12 the Board shall grant each eligible Employee a 2.5% salary increase to the Employee's AY2010-11 base salary.
- (4) Effective AY2012-13 the Board shall grant each eligible Employee a 3.5% salary increase to the Employee's AY11-12 base salary.

#### b. Unit B: Academic Support Professionals

- (1) Effective Academic Year (AY) 2009-10 there will be a 0% increase and the university guarantees no furloughs for bargaining unit members for this period.
- (2) Effective Academic Year (AY) 2010-11 there will be a 0% increase and the university guarantees no furloughs for bargaining unit members for this period.
- (3) Effective AY2011-12 the Board shall grant each eligible Employee a 2.5% salary increase to the Employee's AY2010-11 base salary. For ASPs the salary increase will be effective July 1, 2011.
- (4) Effective AY2012-13 the Board shall grant each eligible Employee a 3.5% salary increase to the Employee's AY11-12 base salary. For ASPs the salary increase will be effective July 1, 2012.

### 28.4. ORDER OF IMPLEMENTATION OF SALARY INCREASES

The salary increases specified in Articles 28 and 29 shall be applied in the following order: basic increase, minima, and equity adjustments if applicable, merit adjustments including degree completion, excellence awards, professional advancement increases.

## **ARTICLE 29**

### **ADDITIONAL COMPENSATION**

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

## **29.1. PERFORMANCE RECOGNITION INCREASES**

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

In addition to the salary increase specified in Article 28, effective September 1 following award of the PAI to each eligible Employee who has received a professional advancement increase in accordance with Article 21, the Board shall grant a salary increase of \$2400 annually that will be added to the base salary.

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

#### **(1) Completion in January/September Period**

In addition to the salary increase specified in Article 28, the Board shall grant an annual salary increase of \$2300 that will be added to the base salary of each eligible Employee effective September 1 following the completion of their degree:

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

#### **(2) Completion in the September/December Period**

In addition to the salary increase specified in Article 28 the Board shall grant an annual salary increase of \$2300 that will be added to the base salary of each eligible Employee effective January 1 following the completion of their degree:

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

#### **(3) Terminal Degrees**

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

- (a) Doctoral degree;
- (b) Master of Fine Arts (MFA) degree;
- (c) The Master of Library Science (MLS) degree with an additional Master's degree; and
- (d) A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major

professional association in the relevant field or discipline as the academic equivalent of the MFA degree or MLS degree shall be treated as the equivalent for the purpose of the increases specified in paragraphs (1) and (2) above.

**(4) Fields Without Doctoral Degrees**

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

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

The question of whether a Doctoral degree was offered in the United States as of September 1 of the year of hiring shall be determined by reference to the College Blue Book, year of hiring edition, Degrees Offered by College and Subject. Any questions concerning whether a proposed Master's degree is in a related discipline or whether the proposed 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be addressed in writing to the Provost/Vice President for Academic Affairs. The Provost shall respond, within 30 days, to the request in writing regarding her/his determination of whether or not the degree or hours are in a related or appropriate discipline. The acceptance of the Provost shall not be unreasonably withheld.

**(5) Additional Degrees**

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

**(6) Limitation of Degree Definitions to Article 29**

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

**(7) Promotion**

Tenure/tenured track faculty who have been promoted from Assistant Professor to Associate Professor will receive an increase of \$2400 to their annual base salary effective September 1 following the promotion. Tenured faculty who have been promoted from Associate Professor to Professor will receive an increase of \$2400 to their annual base salary effective September 1 following the promotion.

**(8) Attainment of Senior Lecturer Status**

University Lecturers who attain the status of Senior Lecturer as outlined in this Agreement, will receive a onetime increase to their base salary in the amount of \$2450.

**(9) Attainment of Senior Academic Support Professional Status**

Academic Support Professionals who attain the status of Senior Academic Support Professional as outlined in this Agreement, will receive a onetime increase to their base salary in the amount of \$2450.

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

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

**d. Merit Increases for Unit B: University Lecturers**

Unit B Lecturers who received an evaluation of "highly effective" will be eligible for merit increases of 0.75 percent of base salary or \$500 prorated to percentage of appointment on base salary, whichever is higher.

**e. Merit Increases for Unit B: Academic Support Professionals**

Effective and thereafter, Unit B ASPs who received an evaluation of "Superior or Generally Exceeds Expectations" will be eligible for merit

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increases of 0.75 percent of salary of base salary or \$500 to base salary prorated to percentage of appointment, whichever is higher.

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

- a. Unit A Faculty who teach their 24-27 CUEs in the Fall and Spring Semesters and who apply and are hired to teach in the Summer Session will be paid in addition to their annual salary.
  - (1) For AY2010-11 the rate of pay will be a range of \$1000 to \$1500 per credit hour.
  - (2) For AY2011-12 the rate of pay will be a range of \$1025 to \$1537 per credit hour.
  - (3) For AY2012-13 the rate of pay will be a range of \$1061 to \$1591 per credit hour.
- b. A Faculty member who signs an irrevocable waiver stating he/she will retire in four years will have priority during the four summers prior to his/her retirement to teach courses which he/she is qualified to teach.
- c. In AY2012-13 the UPI and Administration will each appoint three to four members to a Summer Salary Review and Recommending Committee. This committee will review summer pay, courses offered, program need, etc. for the Summer Sessions of AY10-11 and AY11-12 and make recommendations to the UPI and GSU administration for negotiation of future summer pay related to partition by rank and/or percentage of salary, or other changes in Summer Session salaries.

**d. Summer Session Appointments for Program Coordinators**

**(1) Eligibility**

- i. Normally Unit A Teaching Faculty will complete their 24-27 CUEs for Teaching/Primary Duties, Research/Creative Activities, and Service in the Fall and Spring Semesters of each academic year.
- ii. Faculty who meet the CUE assignment of 24-27 in the Fall and Spring semesters and agree to perform primary duties of Program Coordinator in the Summer Session and if program need provides an opportunity for program coordinators she/he will be paid for performing the duties of a program coordinator as indicated below.
- iii. Unit A Faculty who chose and negotiated with her/his Division/Department Chair to use part of her/his 24-27 CUE assignment for Program Coordinator in the summer session will not be paid for summer session program coordinator work that is part of his/her 24-27 annual CUE assignment. If a faculty member completes his/her annual CUE assignment in the Summer Session as indicated above and program coordinator work is in addition to the annual CUE assignment he/she will be paid as indicated below after completion of 24 CUEs..

**(2) Appointment**

- i. Faculty will be assigned as Program Coordinators in the Summer Session based on program need.
- ii. Faculty who agree to provide Program Coordinator work in the Summer Session should provide their Division/Department Chair with a written notice by March 1<sup>st</sup>.
- iii. There will be a range of one to two credit hours of payment for Summer Session work.

**(3) Summer Work Schedule**

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

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

(1) Faculty who meet the CUE assignment above and agree to perform primary duties of Program Coordinator in the Summer Session and if program need provides an opportunity for program coordinators she/he will be paid for performing the duties of a programs coordinator as follows:

- a) Program Coordinators rate of pay will be based on a per credit hour basis negotiated for Unit A Faculty teaching in the Summer Session.
- b) The specific credit hours based on rate of pay will be negotiated with the Division/Department Chair at the time of hire for program coordination in the Summer Session.
- c) There will be a range of one to two credit hours of payment for Summer Session work.
- d) Payment for Summer Session work for Program Coordinators that is not part of their annual AOD will be in addition to the Unit A Faculty's annual base salary.

**29.3. SALARY MINIMA**

**Agreed to Task Force to Review Salary Minima that will result in a MOU by, June 1, 2010**

Effective September 1, 2006 and each September 1 during the term of the contract, the University shall adjust the salary of an Employee whose salary is less than the applicable minimum.

**a. Unit A: Tenured/Tenure Track Faculty**

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| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |   |
|--|---|---|
| <b>Annual Salary Minimum Effective 9-01-06</b>                   | <b>Years of Service in a Professional Position at GSU Effective September 1</b> | <b>Degree Earned/Hours Completed Toward Degree</b>  |
| <b>\$38,389</b>  | Less than three years   | Probationary Employee without a terminal degree*(described below)   |
| <b>\$40,948</b>  | Completed three years   | Probationary Employee without a terminal degree*(described below)   |
| <b>\$42,228</b>  | Completed less than three years   | Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 30 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>   |
| <b>\$42,228</b>  | Completed less than three years   | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate combination of degrees and additional 30 graduate semester hours. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution. |
| <b>\$43,507</b>  | Completed three years   | Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 30 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>   |

| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |  |
|--|---|--|
| <b>Annual Salary Minimum Effective 9-01-06</b>                   | <b>Years of Service in a Professional Position at GSU Effective September 1</b> | <b>Degree Earned/Hours Completed Toward Degree</b>   |
| <b>\$43,507</b>  | Completed three years   | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate combination of degrees and additional 30 graduate semester hours. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution.  |
| <b>\$44,787</b>  | Completed at least six years  | Employee who possess a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 45 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>  |
| <b>\$44,787</b>  | Completed at least six years  | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 45 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution. |

| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |  |
|--|---|--|
| <b>Annual Salary Minimum Effective 9-01-06</b>                   | <b>Years of Service in a Professional Position at GSU Effective September 1</b> | <b>Degree Earned/Hours Completed Toward Degree</b>   |
| <b>\$46,067</b>  | Completed at least nine years   | Employee and possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 45 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>  |
| <b>\$46,067</b>  | Completed at least nine years   | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 45 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution. |
| <b>\$51,185</b>  | Completed at least twelve years   | Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>  |

| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |  |
|--|---|--|
| <b>Annual Salary Minimum Effective 9-01-06</b>                   | <b>Years of Service in a Professional Position at GSU Effective September 1</b> | <b>Degree Earned/Hours Completed Toward Degree</b>   |
| <b>\$51,185</b>  | Completed at least twelve years   | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess an appropriate degree and plus at least 60 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution. |
| <b>\$57,583</b>  | Completed at least fifteen years  | Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>  |

| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |   |
|--|---|---|
| <b>Annual Salary Minimum Effective 9-01-06</b>                   | <b>Years of Service in a Professional Position at GSU Effective September 1</b> | <b>Degree Earned/Hours Completed Toward Degree</b>  |
| <b>\$57,583</b>  | Completed at least fifteen years  | Is a Teaching Professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no doctoral degree offered in the U.S. as of September 1, and who, in the judgment of the Provost/Vice President for Academic Affairs, possess the appropriate degree plus at least 60 graduate semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The Provost's acceptance shall not be unreasonably withheld. The degrees and hours listed above must be from an accredited institution. |
| <b>\$61,422</b>  | Completed at least eighteen years   | Employee who possesses a Doctoral degree, or an MFA degree, or an MLS degree and an additional Master's degree, or a master's degree plus at least 60 semester hours, or the equivalent toward a graduate degree –<br><b>or</b>   |

| <b>Unit A: Tenured/Tenure Track Faculty<br/>Minimum Salaries</b> |   |   |
|--|---|---|
| <b>Annual Salary<br/>Minimum<br/>Effective<br/>9-01-06</b>       | <b>Years of Service in<br/>a Professional<br/>Position at GSU<br/>Effective<br/>September 1</b> | <b>Degree Earned/Hours Completed<br/>Toward Degree</b>  |
| <b>\$61,422</b>  | Completed at least<br>eighteen years  | Is a Teaching Professional whose<br>primary assignment at the University is<br>to teach courses in an academic<br>degree program of the University in<br>which there was no Doctoral degree<br>offered in the U.S. as of September 1,<br>and who, in the judgment of the<br>Provost/Vice President for Academic<br>Affairs, possess the appropriate<br>degree plus at least 60 graduate<br>semester hours, or the equivalent, of<br>graduate study in (an) appropriate<br>discipline(s) beyond the Master's<br>degree. The Provost's acceptance<br>shall not be unreasonably withheld.<br>The degrees and hours listed above<br>must be from an accredited institution. |

**b. Unit B: University Lecturers**

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

| <b>Unit B: University Lecturers<br/>Master's Degree</b>    |   |
|--|---|
| <b>Annual Salary<br/>Minimum<br/>Effective<br/>9-01-06</b> | <b>Years of Service</b>                                       |
| <b>\$22,713</b>  | 1-5 years in a professional position at the University        |
| <b>\$26,872</b>  | 6-8 years in a professional position at the University        |
| <b>\$27,832</b>  | 9-11 years in a professional position at the University       |
| <b>\$28,792</b>  | 12-14 years in a professional position at the University      |
| <b>\$29,751</b>  | 15 or more years in a professional position at the University |

| <b>Unit B: University Lecturers<br/>Master's Plus 30 Graduate Semester Hours</b> |   |
|--|---|
| <b>Annual Salary<br/>Minimum<br/>Effective<br/>9-01-06</b>                       | <b>Years of Service</b>                                       |
| <b>\$24,313</b>  | 1-5 years in a professional position at the University        |
| <b>\$26,872</b>  | 6-8 years in a professional position at the University        |
| <b>\$28,152</b>  | 9-11 years in a professional position at the University       |
| <b>\$29,432</b>  | 12-14 years in a professional position at the University      |
| <b>\$30,711</b>  | 15 or more years in a professional position at the University |

| <b>Unit B: University Lecturers<br/>Terminal Degree</b>    |   |
|--|---|
| <b>Annual Salary<br/>Minimum<br/>Effective<br/>9-01-06</b> | <b>Years of Service</b>                                       |
| <b>\$25,593</b>  | 1-5 years in a professional position at the University        |
| <b>\$29,432</b>  | 6-8 years in a professional position at the University        |
| <b>\$30,711</b>  | 9-11 years in a professional position at the University       |
| <b>\$31,991</b>  | 12-14 years in a professional position at the University      |
| <b>\$33,270</b>  | 15 or more years in a professional position at the University |

**c. Unit B: Academic Support Professionals**

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

| <b>Academic Support Professionals<br/>Bachelor's Degree</b> |   |
|---|---|
| <b>Annual Salary<br/>Minimum<br/>Effective<br/>9-01-06</b>  | <b>Years of Service</b>                                       |
| <b>\$24,313</b>   | 1-4 years in a professional position at the University        |
| <b>\$25,593</b>   | 5-7 years in a professional position at the University        |
| <b>\$29,432</b>   | 8-10 years in a professional position at the University       |
| <b>\$33,270</b>   | 11-13 years in a professional position at the University      |
| <b>\$37,109</b>   | 14 or more years in a professional position at the University |

| Academic Support Professionals<br>Master's Degree |   |
|---|---|
| Annual Salary<br>Minimum<br>Effective<br>9-01-06  | Years of Service  |
| \$25,593  | 1-4 years in a professional position at the University        |
| \$26,872  | 5-7 years in a professional position at the University        |
| \$30,711  | 8-10 years in a professional position at the University       |
| \$34,550  | 11-13 years in a professional position at the University      |
| \$38,389  | 14 or more years in a professional position at the University |

| Academic Support Professionals<br>Terminal Degree |   |
|---|---|
| Annual Salary<br>Minimum<br>Effective<br>9-01-06  | Years of Service  |
| \$26,872  | 1-4 years in a professional position at the University        |
| \$28,152  | 5-7 years in a professional position at the University        |
| \$31,991  | 8-10 years in a professional position at the University       |
| \$35,830  | 11-13 years in a professional position at the University      |
| \$39,669  | 14 or more years in a professional position at the University |

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

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

**29.5 GRANT/CONTRACT SALARIES**

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

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

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a. Conditions for Counteroffer

(1) Increase Based on Counteroffer

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

(2) Judgment Note

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

(3) Denial of Request for Counteroffer

The approval of or failure to approve an increase under paragraph (1) above shall not be subject to the grievance procedure specified in Article 13. The Union may file a grievance concerning any other aspect of Article 29.5.

b. Effective Date of Increase

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

c. Eligibility

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

Prior to his/her third year of full-time employment at the University an Employee may request a salary increase under 29.5.a above; however, these requests will only be considered by the President in consultation with the Dean and Provost/Vice President for Academic Affairs in situations where the loss of the Employee would likely lead to a hardship to the academic program where the Employee is assigned.

**d. Eligibility for Additional Increases**

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

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

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

**e. Requirements for Notification of the Union**

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

**29.6 29.7 TRANSFER AND REASSIGNMENT ADJUSTMENTS (UNIT A: TENURED/TENURE TRACK EMPLOYEES; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

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

**a. Unit A: Tenured/Tenure Track Employees**

- (1) The salary of a tenured/tenure track Employee who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his Division/Department/Unit may be increased to a level comparable to the salaries of other Employees with comparable titles and a comparable level of responsibilities.

(2) The salary of a tenured/tenure track Employee who is transferred, pursuant to Article 24, from one Division/Department/Unit of the University to another may be increased to a level comparable to the salaries of other Employees with similar qualifications and experience in the receiving Division/Department/Unit.

**b. Unit B: Academic Support Professionals**

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

**c. Requirements for Notification of the Union**

Within 30 days after the granting of an increase under this section, the 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.

**29.7 29.8 MPDE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: UNIVERSITY LECTURERS; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

In each Fiscal Year 2003 and thereafter, an "MPDE" fund will be established. This fund will support the existing Additional Compensation provisions of the contract for Minima, Professional Advancement, Degree Completion, and Excellence (MPDE). Funds for the MPDE compensation may come from a) funds appropriated each fiscal year under the heading "Recruiting and Retaining Critical Faculty and Staff" or similar designation intended for non-across-the-board salary increases plus b) the GSU matching share of the "Recruiting and Retaining Critical Faculty and Staff" or similar designation fund. If the legislature does not appropriate funds for these categories, then the University will reallocate funds to provide for the "MPDE". If there is additional money left in the MPDE fund after the implementation of minima, professional advancement, degree completion and excellence awards, it will be distributed according to a formula determined by UPI.

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

**a. Tenured/Tenure Track Employees**

A tenured/tenure track Employee who is assigned duties in excess of the top of the relevant credit unit range specified in Article 16 shall be compensated for excess units at the rate of \$600 per credit unit if the academic year appointment is ten months of salary or more. If the appointment is for less than ten months of salary, the rate shall be \$700 per credit unit.

**b. University Lecturers**

A full-time Lecturer who is assigned duties in excess of the top of the relevant credit unit range specified in Article 16 shall be compensated for

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excess units at the rate of \$600 per credit unit if the academic year appointment is ten months of salary or more. If the appointment is for less than ten months of salary, the rate shall be \$700. A part-time Lecturer who exceeds the top of his/her pro rata credit unit range, as stated in 16.2.b, in non-course assignments, will be paid overload for excess units as stated above. A part-time Lecturer who is assigned an additional course(s) beyond his/her part-time pro-rata assignment will be paid overload equal to the amount of payment as if a new contract were issued for the additional course(s).

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

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- a. Travel Related to Teaching and/or Performance of Primary Duties**  
University credit unit guidelines may be modified to permit monetary compensation in lieu of credit units for travel required by off campus assignments.
- (1) A separate budget sub-line will be created in each college for compensation of instructional travel.
  - (2) A separate budget sub-line will be created in each college for compensation of professional travel.
- b. Unit A Tenured/Tenure Track Faculty Travel for Professional Development**  
Professional travel for conferences and other professional development activities will be reimbursed based on the following guidelines:
- (1) Reimbursement for travel where the faculty member presents a paper, poster presentation, or other like scholarly activities at a conference will be given priority for reimbursement, and
  - (2) This reimbursement will be considered only for professional travel that was approved by the Chair and/or Dean prior to the travel taking place, and
  - (3) Requests for reimbursement of pre-approved professional travel will not be unreasonably denied.

## ARTICLE 30

### LEAVE WITHOUT SALARY

#### 30.1. INTRODUCTION

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

**a. Length of Leave**

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

**b. Fractional Leaves**

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

**c. Eligibility for Leave Without Salary**

**(1) Tenured/Tenure Track Employees**

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

**(2) University Lecturers**

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

**(3) Academic Support Professionals**

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

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

### **30.2. APPLICATION PROCEDURES**

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

### **30.3. AWARD OF LEAVE**

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

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

### **30.4. BENEFITS WHILE ON LEAVE WITHOUT SALARY**

#### **a. Full or Fractional Leave**

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

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

#### **b. Fractional Leave**

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

- (1) years of service credit toward tenure, sabbatical leave, administrative leave, retraining leave, or position in salary lane;
- (2) accrual of annual leave and sick leave.

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

**c. Benefits Denied on Full Leave**

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

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

**d. Evaluation on Leave**

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

**30.5. SALARY INCREASES**

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

**30.6. CREDIT TOWARD TENURE**

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

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

**30.7. COMPULSORY LEAVE**

**a. Medical Opinion**

If the University President believes an Employee is unable to perform assigned duties due to illness or injury, the University President shall inform the Employee in writing of the basis for the University President's belief and may require the Employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the Employee who is acceptable to the University. Refusal of an Employee to submit to a medical examination may result in suspension of the

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

**b. President's Decision**

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

**c. Request for Early Return to Work**

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

**d. Return at End of Leave**

If, after reviewing the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the Employee who is acceptable to the University, and other materials relevant to the Employee's illness or injury, the University President concludes an Employee is unable to return to work at the end of a compulsory leave, the University President may (1) extend the period of compulsory leave, (2) request the Employee's resignation or (3) if the University cannot reasonably accommodate the illness or injury, recommend termination in accordance with the procedures provided in Article 14. Termination under these circumstances shall not be considered to be a disciplinary action.

## **ARTICLE 31**

### **COMPENSABLE FRINGE BENEFITS**

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

#### **31.1. INTRODUCTION**

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

#### **31.2. SICK LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS)**

##### **a. Use of Sick Leave**

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

##### **b. Restrictions**

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

##### **c. Verification of Legitimate Use**

Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such

verification, of the legitimacy of the use of sick leave by an Employee where the University has reason to doubt the legitimacy of such use.

**d. Documentation Prior to Return to Work**

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

**e. Sick Leave Procedures**

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

**f. Restriction to Term of Employment**

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

**g. Deduction Rules**

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

**h. Accrual of Sick Leave**

**(1) Unit A: Tenured/Tenure Track Faculty**

- (a) Unit A faculty members on a ten (10) month appointment will earn sick leave at the rate of two days per contract month worked, for a maximum accrual of twenty (20) days per academic year.
- (b) Unit A faculty members ([Resource Faculty](#)) on a twelve (12) month contract 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's contract, whichever is greater. Thereafter, the Employee shall earn sick leave at the rate of 1.75 work days for each month, or major fraction thereof, of service under the Employee's contract, regardless of the term of the Employee's contract.

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

**(2) Unit B: Academic Support Professionals**

An Academic Support Professional, while in pay status, shall earn non-cumulative sick leave at the rate of ten 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.

**(3) Unit B: University Lecturers**

**(a) Number of Days**

A full-time Employee on a temporary appointment shall earn sick leave equivalent to 1.5 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 temporary Employees shall earn sick leave on a pro rata basis.

**(b) Employees With Fewer Than Five Years Service**

Temporary Employees with less than five consecutive years of service at half-time or more may not accumulate sick leave and may not receive any benefit from unused sick leave at the end of the academic year or at the end of their appointment, whichever is earlier.

**(c) Employees With More Than Five Years Service**

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

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

**(1) 300 Day Limit**

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

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

An Employee may accrue sick leave during the terms of employment at the University up to a maximum of 300 work days. An Employee who

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

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

**(1) Conditions for Payment**

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

**(2) Computation Formula**

The lump sum payment for accrued sick leave shall be computed as the product of the Employee's daily rate of compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the Employee in accordance with Section 31.2.i above minus any days, or fractions thereof, of accrued sick leave used by the Employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the Employee in accordance with Section 31.2.i above after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.

**(3) Restoration on Reemployment**

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

**k. Sick Leave Buyout**

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

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

Upon recommendation of the Provost/Vice President for Academic Affairs, the University President may grant a tenured or tenure track Employee a leave with full pay for a period not to exceed 60 calendar days, if the Employee: (1) has completed at least three full academic years of service at the University; (2) has exhausted all sick leave benefits under the terms of this Agreement; (3) is a participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

**31.3. ANNUAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

**a. Number of Days**

(1) Any tenured/tenure Employee and/or Academic Support Professional and/or Unit B Temporary Resource Professional who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full pay status. No other Employee shall earn or receive annual leave.

A tenured/tenure track Employee and/or Academic Support Professional who is employed on a 12-month contract may accrue compensable annual leave during the term of employment at a University up to a maximum of 48 days. An Employee who has accrued the maximum shall earn no further annual leave until the Employee's use of annual leave reduces the accrual below the maximum.

(3) A Temporary Resource Professional who is employed on a 12-month contract may accrue annual leave during the term of employment at the University up to a maximum of 48 days. An Employee who has accrued the maximum shall earn no further annual leave until the Employee's use of annual leave reduces the accrual below the maximum.

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**Deleted:** 2) . Upon request of their division Chair and with approval of the dean as part of the Assignment of Duties process, Unit A Teaching Professionals on a ten-month appointment who voluntarily teach more than ten months shall accrue on a prorated basis up to four vacation days per extra month of teaching up to eight days maximum. For workshop courses, the pro-ration will be the number of days taught at the rate of 0.2 days of vacation per day taught beyond the ten month assignment. At the end of the two month period, the number of days will be rounded up to the nearest half-day. The days will be accrued at the end of the academic year and recorded at the time-overload is paid. However, faculty who retire prior to the end of the academic year will be credited for any vacation days accrued.

**b. Permission to Accrue Additional Annual Leave**

An Employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the Employee completes work on the special assignment.

**c. Lump Sum Payment**

Upon cessation of employment with the Board, an Employee, or such Employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the Employee and subtracting any days, or fractions thereof, used by the Employee.

**d. Requests for Annual Leave**

Annual leave shall be earned before being taken. All requests for annual leave must receive approval prior to the leave being taken. Requests for annual leave in excess of three days shall be submitted to the Employee's Division/ Department/Unit Chair/Supervisor at least 30 days in advance of the date on which the Employee wishes to begin leave.

**e. Approval of Annual Leave**

A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an Employee wishes to take annual leave shall be at the discretion of the Provost/Vice President for Academic Affairs or designee and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

**f. Exemptions**

Deductions of annual leave shall not be made for any Board approved holiday. Days when the University is officially closed for business as well as the days between December 25 and January 1 may be used for unscheduled professional activities by tenured/tenure track Employees. During the contractual period of appointment, any Employee not on approved annual leave shall be accessible in accordance with Article 16.7.

**31.4. PREVIOUSLY ACCRUED LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS WITH FIVE YEARS OF SERVICE)**

If an Employee has accrued cumulative annual leave or cumulative sick leave and moves into a position in which annual leave or cumulative sick leave is not accrued, that Employee's accrued cumulative annual leave or cumulative sick leave shall be maintained on the University's records. Should the Employee

subsequently move into a position in which annual leave or cumulative sick leave may be accrued, the Employee shall be credited with previously accrued annual leave days or cumulative sick leave days. Should the Employee leave the employment of the University, the Employee shall be entitled to a lump sum payment in accordance with this Article.

**31.5. EDUCATIONAL BENEFITS (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS)**

**a. Full-Time Employees**

A full-time Employee may enroll for credit at the University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.

**b. Part-Time Employees**

A part-time temporary or resource professional, or a part-time Academic Support Professional, may enroll for credit for a maximum of one course, or three credit hours, whichever is greater, in any academic term during which she/he is employed, with exemption from the payment of tuition and fees.

**c. Survivor Educational Benefits**

The natural, adopted, foster, or step-children, or the spouse of any Employee who dies while employed shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the University. Should both parents be Employees, the death of one parent makes the child eligible for a waiver. Children of divorced Employees are eligible if the deceased Employee had been contributing to their support.

**31.6. MILITARY LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS WITH SIX OR MORE CONSECUTIVE YEARS OF SERVICE AT HALF-TIME OR MORE)**

**a. Use of Leave**

An Employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, while under contract, including:

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

**b. Compensation for Training**

During leaves for annual training, the Employee while under contract shall continue to receive her/his regular compensation. During leaves for basic

training and up to 60 calendar days of special or advanced training, if such Employee's compensation for military activities is less than her/his compensation as an Employee, she/he shall receive her/his regular compensation as an Employee minus the amount of her/his base pay for military activities. The deduction of military pay from the salary of an Employee shall be reflected in the first payroll prepared after verification of the amount of the Employee's military pay.

**c. Compensation for Active Duty**

A member of any division of the U.S. Armed Forces or U.S. State military component who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined salary from the University and the military equal to, but not exceeding the Employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the Employee from the University, the Employee may elect to accept the higher rate in which instance the Employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Sections a. and b.

**31.7. PROFESSIONAL MEETINGS AND WORK-RELATED TRAVEL (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS)**

**a. Optional Professional Travel**

An Employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with written University policy.

**b. Required Travel**

An Employee shall receive a reimbursement for authorized travel required by the Employee's work assignment in accordance with written University policy.

**c. Budget Line**

A separate budget sub-line will be created in each college for compensation of instructional travel. A separate budget sub-line will be created in each college for compensation of professional travel.

**31.8. PERSONAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY;  
UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B:  
UNIVERSITY LECTURERS)**

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 non-emergency requests for personal leave must receive approval prior to the leave being taken.

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OF SERVICE AT HALF-TIME OR MORE**

**31.9. BEREAVEMENT LEAVE (UNIT A: TENURED/TENURE TRACK  
FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B:  
UNIVERSITY LECTURERS)**

Leave with pay of five days per occurrence in accordance with University policy shall be granted to an Employee in the event of the death of a relative or a member of the Employee's immediate household. Bereavement leave may only be used during the term of an Employee's contract. Bereavement leave shall be taken in not less than one-half day increments and may not be accrued. Upon approval of the Provost/Vice President for Academic Affairs, an Employee may use accrued sick leave or annual leave, at the Employee's choice, for bereavement leave in excess of five days.

**31.10. LEAVE FOR COURT-REQUIRED SERVICE (UNIT A: TENURED/  
TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT  
PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS)**

An Employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the Employee provided that no Employee shall be given leave with pay for (a) appearing as a party in a non-job related proceeding involving such Employee, (b) appearing as an expert witness when the Employee is compensated for such appearance, or (c) appearing as a plaintiff or complainant in a proceeding in which the Board or any University is a defendant or respondent.

**31.11. PARENTAL LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY;  
UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B:  
UNIVERSITY LECTURERS WITH SIX CONSECUTIVE YEARS OF  
SERVICE AT HALF-TIME OR MORE)**

An 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 ten days shall be submitted to the Provost/Vice President for Academic Affairs 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than ten days

shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

**31.12. SABBATICAL LEAVE FOR TENURED FACULTY MEMBERS:  
(TENURED/TENURE TRACK FACULTY)**

- a. Purpose**  
Because of its commitment to provide excellence in education, the Board recognizes the need for granting sabbatical leaves to faculty members for the purpose of encouraging scholarly and professional development for the mutual benefit of the University and the Employee.
- b. Eligibility**  
A sabbatical leave is granted at the discretion of the University President. An Employee is eligible to apply for a sabbatical leave only if the Employee is tenured and has completed at least five years of full-time service in the bargaining unit at the University. A sabbatical leave shall not be awarded to the same Employee more than once every seven academic years and sabbatical leave time shall not be cumulative.
- c. Uses**  
A sabbatical leave may be used for the purpose of acquiring new professional skills and updating existing professional skills as well as for research, in accordance with the purpose defined in Article 31.12.a. Any change in the sabbatical which significantly modifies the original proposal must be reported to the Provost/Vice President for Academic Affairs for approval at the earliest possible time.
- d. Procedures**  
Sabbatical leave proposals shall be reviewed and processed according to procedures established at the University. The University President may deny a request for sabbatical leave because the sabbatical proposal is academically unacceptable. In the event that such a denial is made, upon request made within ten 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.
- e. Quota**  
The sabbatical leaves quota for the University shall be determined at the beginning of each academic year. The quota shall be one sabbatical leave for each 17 Employees, or major fraction thereof. If the number of sabbatical leaves generated for a given academic year exceeds the number of academically qualified proposals for sabbatical leave by Employees eligible for consideration for such leave, the maximum available for award in such year shall be equal to the number of academically qualified proposals.

**f. Term**

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

**g. Priority**

If the number of academically acceptable sabbatical leave proposals exceeds the number of available sabbatical leaves at the University, priority of award shall be determined on the basis of years of service at the University or years since the last sabbatical. If an Employee has never had a sabbatical from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an Employee has had a sabbatical from the University, her/his priority shall be determined on the basis of the numbers of years since her/his last sabbatical.

**h. Deferral**

A sabbatical may be deferred up to one calendar year if necessitated by program need and/or if a request by the sabbatical recipient is approved per the following process.

- (1) Prior to the beginning of the sabbatical, the faculty member submits a written request to his/her Division/Department/Unit Chair/Director with reasons for the deferment,
- (2) The Division/Department/Unit Chair/Director submits his/her recommendation to the Dean with a copy to the faculty member,
- (3) The Dean notifies the Chair/Director, and the faculty member, and the Provost/Vice President of Academic Affairs of his/her decision regarding the deferment of the sabbatical,
- (4) If the deferment is approved, the Dean will notify the faculty member, Chair/Director, and Provost/Vice President for Academic Affairs of the date the deferred sabbatical will begin.

If an employee is unable to begin their sabbatical following a one year deferral, she/he must reapply for a sabbatical.

The person deferred shall begin accruing years of service toward eligibility toward the next sabbatical with the year following the a) completion of the sabbatical or b) upon determination they cannot pursue the sabbatical prior to the start date, or c) upon determination they cannot pursue the sabbatical following a one year deferral.

**i. Conditions**

- (1) Each Employee who is granted a sabbatical leave shall agree to serve at the University for at least two semesters after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave, said judgment note to be cancelled at the end of the required year of service or at the death or permanent disability of the Employee.
- (2) Each Employee in her/his sabbatical proposal shall inform the University of other salaries, grants, fellowships, or financial support for which the Employee has applied or does receive. If notice of support is received after the proposal is submitted, the Employee shall notify the Provost/Vice President for Academic Affairs.

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**j. Report of Sabbatical Leave**

- (1) By the end of the first academic term following return to the University from sabbatical leave, the academic Employee shall file a written account of sabbatical activities and accomplishments as related to the goals and objectives stated in the sabbatical proposal with the Provost/Vice President for Academic Affairs, dean, and Division/Department/Unit Chair. The report shall be made available to department colleagues and shall be placed in the Employee's personnel file.
- (2) Upon request, a faculty member may request a one semester extension to submit the report. The faculty member shall receive a written confirmation of receipt immediately upon handing in the report. If the report is not submitted by the end of the extension period, the faculty member will not be eligible for PAIs, Faculty Excellence Awards, or an additional sabbatical until the sabbatical report is submitted. A notice will be placed in the faculty member's personnel file indicating failure to turn in the report, which will be removed when the report is turned in and placed in the file.

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**k. Credit Toward PAI**

Time spent by an Employee on a sabbatical leave shall be credited for the purpose of determining eligibility for professional advancement increase.

**31.13. RETRAINING LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY;  
UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

**a. Purpose**

The University President, at her/his discretion, may grant a retraining leave to an eligible Employee for the purpose of acquiring new skills for the benefit of the University.

**b. Application Procedures**

The University shall establish procedures for submission of applications for retraining leaves. Applications shall specify the purpose, method, and timetable of the retraining leave.

Applications submitted pursuant to Article 15, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific division/department/unit in the University, the University President shall provide that Division/Department/Unit an opportunity to discuss the retraining leave proposal.

**c. Term and Compensation**

The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.

**d. Conditions**

Each Employee granted a retraining leave shall agree to serve at the University for at least three academic years after the completion of the leave and shall give a judgment note to the University for the amount of the retraining leave, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the Employee, or if the Employee is non-retained or is not granted tenure, as applicable.

**e. Report of Retraining Leave**

Upon completion of a retraining leave an Employee shall file a written account of retraining activities and accomplishments with the Provost/Vice President for Academic Affairs. If after successful completion of a retraining leave, an Employee is transferred to another Division/Department/Unit, her/his transfer shall be made in accordance with the provisions of Article 24, Transfer.

**f. Evaluation During Retraining Leave**

There shall be no evaluation of an Employee for the purpose of retention during the period of a retraining leave except in the case of a tenure track Employee whose time on leave is being credited toward tenure in accordance with Section 31.13.h.

**g. Credit for Sabbatical or Administrative Educational Leave**

Time spent by an Employee in Unit A on a retraining leave shall not be credited for the purpose of determining eligibility for sabbatical. Time spent by an Academic Support Professional on a retraining leave shall not be credited for the purpose of determining eligibility for administrative educational leave.

**h. Credit for Tenure**

Time spent by a probationary tenure track Employee on a retraining leave shall be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an Employee must indicate in writing to the University President whether the Employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President shall provide a written explanation within ten 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 13, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

**31.14. POST-RETIREMENT EMPLOYMENT (UNIT A: TENURED/TENURE TRACK FACULTY)**

An 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. The minimum salary for a retired faculty member shall be at least \$1000 per credit hour regardless of the date of retirement. The faculty member's appointment may be renewed on a year-to-year basis. During this post-retirement employment, the retiree shall 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, shall be determined by the State Universities Retirement System.

**31.15. BENEFITS WHILE ON COMPENSATED LEAVE (UNIT A: TENURED/TENURE TRACK FACULTY; UNIT B: ACADEMIC SUPPORT PROFESSIONALS; UNIT B: UNIVERSITY LECTURERS)**

**a. Insurance and Retirement Participation**

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

**b. Salary Adjustment Upon Return from Leave**

Upon return to the University from a compensated leave, an Employee's salary shall be adjusted to reflect nondiscretionary increases which the Employee would have received if not on leave.

**31.16. ADMINISTRATIVE EDUCATIONAL LEAVE (UNIT B: ACADEMIC SUPPORT PROFESSIONALS)**

**a. Eligibility**

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

**b. Uses**

Administrative Educational Leave may be used for the following purposes:

- (1) study and research;
- (2) professional growth related to the Academic Support Professional's responsibilities as described in the official job description.

**c. Availability**

The number of Administrative Educational Leaves shall be determined at the beginning of each academic year. The number shall be one Administrative Educational Leave for each 25 Employees, or major fraction thereof, provided that there shall be at least one Administrative Educational Leave every two years.

**d. Procedures**

Administrative Educational Leave proposals shall be reviewed according to procedures established at the University. The University President may deny a request for an Administrative Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within ten working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the Employee who submitted the proposal.

**e. Priority**

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

**f. Terms**

Salary payments during Administrative Educational Leave shall be: one-half if leave is granted for a full year; full pay if leave is granted for one-half year.

**g. Conditions**

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

## **IX. DURATION**

### **ARTICLE 32**

#### **DURATION AND IMPLEMENTATION**

##### **32.1. DURATION**

Except as provided in 32.2 below, the terms of this Agreement shall become effective September 01, ~~2009~~ and shall remain in effect through ~~Academic Year 2012-13~~.

Article 28 (Salary) and Article 29 (Additional Compensation) shall be in effect through ~~AY2012-13~~. Renegotiation of this Agreement shall commence at least 90 days prior to ~~Academic Year 2013-14~~.

##### **32.2. IMPLEMENTATION**

That except as otherwise agreed to the economic terms of this Agreement for the basic increase shall not be implemented until the amount required therefore is appropriated and made available to the Board for expenditure for such purposes.

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## **APPENDIXES:**

**Appendixes below have all been signed by the person(s) as indicated in each appendix document.**

- Appendix A    Certification of Representation**
- Appendix B    State of Illinois Educational Labor Relations Board**
- Appendix G    Memorandum of Understanding Regarding:**  
Sanctions, Joint Task Force on CUE Guidelines,  
Salary Contract Clauses, Early Retirement  
Contributions.
- Appendix H    Memorandum of Agreement Regarding:** Union  
Input into the University's Budget Process.
- Appendix I    Memorandum of Agreement Regarding:** Union  
CUEs.
- Appendix J    Letter of Agreement Regarding:** Adjuncts  
Entering Unit B as Lecturers, Break in Service.
- Appendix K    Letter of Understanding:** Emergency definition per  
Sanction and Termination Article.

**Appendixes below do not have signatures:**

- Appendix C    Step I Grievance Form**
- Appendix D    Request for Review of Step One Grievance  
Decision**
- Appendix E    Notice of Intent to Arbitrate**
- Appendix F    Educational Requirements for Tenure**

The Appendix Documents with signatures are in the printed GSU-UPI 2006-2009 Agreement.

**APPENDIX A**

**CERTIFICATION OF REPRESENTATIVE**

ELECTION ADMINISTRATOR  
525 West Jefferson, Suite 200  
Springfield, Illinois 62762

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

Board of Governors  
Representation  
Election

**CERTIFICATION OF REPRESENTATIVE**

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

UNIT: Shall include all academic Employees employed as of September 15, 1976 at Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University and Western Illinois University, the universities under the jurisdiction of the Board holding full-time appointments as faculty, librarians, counselors, and learning service staff, at the ranks of

Instructor, Associate Professor, associate professor, professor and at Governors State University only, University Professor.

The voting unit shall not include: (1) Employees who hold visiting, clinical, adjunct, affiliate, emeritus, or less than full-time faculty appointments, (2) Employees who are employed on a temporary contract or whose positions are primarily funded from sources other than State appropriations to the Board of Governors Universities, (3) students holding appointments as undergraduate or graduate assistants, (4) residence hall counselors and staff, intercollegiate athletic coaches whose principal duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department Chairpersons, or any person employed in an administrative capacity, and (5) confidential, managerial or supervisory Employees as defined in the Board of Governors Regulations for Collective Bargaining by Academic Employees and all other Employees.

Signed at Springfield, Illinois

On the 3<sup>rd</sup> day of November, 1976.

Cyrus A. Alexander  
Election Administrator

**APPENDIX B  
STATE OF ILLINOIS  
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD**

|  |                              |
|--|------------------------------|
| <p>In the Matter of<br/>Board of Governors of State Colleges<br/>and Universities,<br/><p style="text-align:right">Employer</p>and<br/>University Professionals of Illinois,<br/>BOG Council, Local 4100, American<br/>Federation of Teachers,<br/><p style="text-align:right">Petitioner,</p></p> | Case No. <u>85-VR-0004-C</u> |
|--|------------------------------|

CERTIFICATION OF REPRESENTATIVE  
PURSUANT TO NOTIFICATION OF VOLUNTARY RECOGNITION

The Employee organization, named below, having established its majority in a unit appropriate for the purpose of collective bargaining, and the employer, having met all the requirements of Section VIII of the Illinois Educational Labor Relations Act, and as either interested Employee organization having timely petitioned the Illinois Labor Relations Board (the "IELRB") to seek recognition as the exclusive representative of Employees in the following unit:

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

See attached.

Signed at Chicago Illinois  
On the 3<sup>rd</sup> day of April, 1985.

ILLINOIS EDUCATIONAL LABOR  
RELATIONS BOARD

By: \_\_\_\_\_  
Robert Perkevich, Executive Director

IL. 548-0045

ATTACHMENT

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

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

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

Governors State University: Counselor

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

Governors State University: Admissions Counselor

**SUBGROUP B:** Specified academic programs.

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

- Governors State University: Program Associates, Center for Learning Assistance; Coordinator of Tutorial.

**SUBGROUP B.2.** Continuing Education

- not applicable to GSU

**SUBGROUP C:** Inter and intradepartment resource, research and program support. (*Not applicable to GSU*)

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

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

APPENDIX C

GOVERNORS STATE UNIVERSITY (GSU)  
UPI Local 4100

REQUEST FOR INFORMAL RESOLUTION

No. (GSU) \_\_\_\_\_ Date: \_\_\_\_\_

I hereby request that the Provost/Designee review the concern/issue listed below: (please be specific).

\_\_\_\_\_  
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\_\_\_\_\_  
*Signature of Complainant* (Month) (Day) (Year)

\_\_\_\_\_  
*Signature of Union Grievance Representative* (Month) (Day) (Year)

APPENDIX D

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GOVERNORS STATE UNIVERSITY (GSU)  
UPI Local 4100  
Formal Hearing Form

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GSU Grievance No. \_\_\_\_\_ Date: \_\_\_\_\_  
Grievant's Name \_\_\_\_\_ Home Phone No. \_\_\_\_\_  
Cell Phone No. \_\_\_\_\_  
Office Phone No. \_\_\_\_\_

Bargaining Unit: (Check One)  Unit A  Unit B

College: \_\_\_\_\_ Department/Unit \_\_\_\_\_

Mailing Address: (If grievant is represented by the Union, all communication should go to the Union Grievance Representative.):  
\_\_\_\_\_  
\_\_\_\_\_

Provisions of Agreement Allegedly Violated Article(s)/Section(s):  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance (be specific, include dates of acts or omissions complained of):  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will be represented in this grievance by:  UPI  Myself

Union Grievance Representative Signature  
(If union is representing grievant): \_\_\_\_\_

30 Day postponement to seek informal resolution of this grievance. [Any additional postponements must be done in accordance with Article 13.9.(b).]  
 I request a postponement  
 I do not request a postponement

**Grievant's Signature:**

**Date:**

**Delivery Method:** *Personal Delivery*  *Certified Registered Mail (return receipt)*

This grievance was filed with the Provost's Office on: \_\_\_\_\_

**Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In accordance with Article 13.2, I understand that this grievance may not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

**APPENDIX E**

**GOVERNORS STATE UNIVERSITY (GSU)  
UPI Local 4100  
NOTICE OF INTENT TO ARBITRATE**

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Grievance No. \_\_\_\_\_ Date: \_\_\_\_\_

The UPI Local 4100, hereby gives notice of its intent to proceed to arbitration with the decision issued by the President, dated: \_\_\_\_\_ and received by the Union on: \_\_\_\_\_.

In the grievance of:

Name of Grievant: \_\_\_\_\_

This notice was filed with the President's Office on \_\_\_\_\_ by

(check one)  Certified registered mail, return receipt requested  
 Personal Delivery

\_\_\_\_\_  
Signature of Union President (Month) (Day) (Year)

I hereby authorize the UPI Local 4100, to proceed to arbitration with my grievances. I hereby also authorize the Union and the University or their

representatives to use, during the arbitration proceeding, copies of any materials in my personnel evaluation file which are pertinent to this grievance and to furnish copies of same to the arbitrator.

---

Signature of Grievant (Month) (Day) (Year)

**APPENDIX F**

**GOVERNORS STATE UNIVERSITY  
EDUCATIONAL REQUIREMENTS FOR TENURE**

- A. The highest appropriate educational level or degree available to and reasonably attainable by an Employee of a particular academic area or discipline must be earned before application for tenure, except as noted in Article 20.7.a.
- B. The degree must be from an institution accredited by one of the regional accrediting agencies and in the field of the Employee's assignment or in an academic area appropriate to the program needs of the Division/Department/Unit. The Vice President for Academic Affairs shall determine whether the degree is in the field of the Employee's assignment or the appropriateness to program needs. Appropriate equivalent degrees or certificates may be approved by the Vice President for Academic Affairs.
- C. The educational requirements or degrees available to and reasonably attainable in Governors State University's academic areas and disciplines are:

**College of Arts and Sciences**

|                       |  |
|-----------------------|--|
| Art (Performance)     | M.F.A. or master's and 30 semester hours or equivalent of graduate level work in an appropriate discipline as determined by the Vice President for Academic Affairs. |
| Art (Theory)          | Earned doctorate   |
| Media                 | M.F.A. or master's and 30 semester hours or equivalent of graduate level work in an appropriate discipline as determined by the Vice President for Academic Affairs. |
| All other disciplines | Earned doctorate   |

**College of Business and Public Administration**

|                                 |                          |
|---------------------------------|--------------------------|
| Business Education              | Ph.D. or Ed.D.           |
| All other areas and disciplines | Ph.D., D.B.A., or D.P.A. |

**College of Education**

Earned doctorate

**College of Health Professions**

Master's in an appropriate discipline as determined by the Vice President for Academic Affairs.

**Counseling**

Master's in an appropriate discipline as

determined by the Vice President for Academic Affairs.

**Center for Extended Learning and Communication Services**

Master's in an appropriate discipline as determined by the Vice President for Academic Affairs.

All other areas

Master's in an appropriate discipline as determined by the Vice President for Academic Affairs.

**University Library**

M.L.S. and Master's in the subject discipline (or cognate master's) or sixth year certificate

## APPENDIX G

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding outlines the contract agreement reached between the University Professionals of Illinois, Local 4100, Governors State University Chapter and the Board of Trustees of Governors State University for the period of September 1, 1999 through August 31, 2002.

#### Terms of the Agreement

##### NON-SALARY CONTRACT CLAUSES

1. **Article 14, Section 14.2.f Hearing Sessions and Panel Findings.**

Article 14, Section 14.2.f is amended as follows:

"The panel shall ~~make a good faith effort to~~ hold consecutive full day hearing sessions, except in the case of emergencies, five days per week, on days when the university is in session. The university shall offer appropriate released time to Employees serving on the panel. A hearing on a proposed sanction shall not exceed ten working days unless extended by a majority vote of the panel. By majority vote of the panel, the hearing may be extended for ten working days maximum. To extend the hearing further, the vote must be unanimous. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it shall so report within 30 days, with supporting reasons, to the university president. If the panel reaches an alternate conclusion, it shall report its conclusion to the University President within 30 days, with supporting reasons, and with recommendations for disposing of the matter.

**Article 14, Section 14.2.h. Office Sanctions.** Article 14, Section 14.2.h is amended as follows:

"Official sanctions ~~may~~ shall be issued only by the university president or her/his designee within 60 days of receiving the panel's report."

2. **Joint Task Force on CUE Guidelines.** A joint task force of GSU administration and UPI/GSU representatives will be established to prepare recommendations on CUE Guidelines for the UPI and GSU negotiating team. The guidelines shall be negotiated by June 30, 2000.

3. **All Other Contract Provisions.** All other Articles in the 1996-1999 Agreement currently in effect will remain as written, except that dates will be reviewed and updated, as appropriate, and as detailed below.

#### **SALARY CONTRACT CLAUSES**

4. Effective September 1, 1999, the Board shall grant each eligible Employee a monthly salary increase equal to 3% or the percentage appropriated for Fiscal Year 2000 of the Employee's 1998 – 1999 basic salary.
5. Effective September 1, 2000, the Board shall grant each eligible Employee a monthly salary increase equal to the percentage appropriated for Fiscal Year 2001 of the Employee's 1999 – 2000 basic salary.
6. Effective September 1, 2001, the Board shall grant each eligible Employee a monthly salary increase equal to the percentage appropriated for Fiscal Year 2002 of the Employee's 2000 – 2001 basic salary.
7. In each Fiscal Year 2000-2002, an "MPDEE" fund will be established. This fund will support the existing Additional Compensation provisions of the contract for Minima, Professional Advancement, Degree Completion, and Faculty Excellence (MPDE) and will add an additional component, "E" for Equity."
  - A. Funds for MPDEE compensation will equal a) funds appropriated each fiscal year under the heading "Recruiting and Retaining Critical Faculty and Staff" or similar designation intended for non-across-the-board salary increases plus b) .37% of the GSU matching share of the "Recruiting and Retaining Critical Faculty and Staff" fund plus c) funds remaining from the fund described in Section 8, below.
  - B. Funds for the new Equity component shall be distributed according to a plan developed by a joint administrative/UPI Task Force. The Task Force shall develop criteria for equity adjustments. If an agreement is not reached by September 1, 1999, binding arbitration will resolve the differences.
8. In each Fiscal Year 2000 – 2002, a fund will be established for the payment of early retirement contributions, unused sick leave and unused vacation days. This fund will equal up to 0.63% of the designated GSU matching share of the "Recruiting and Retaining Critical Faculty and Staff" appropriation.

- A. Payments for early retirement contributions, unused sick leave and unused vacation days will be made from this fund. Documentation and justification of these expenditures will be provided to the UPI.
- B. Any funds remaining in this fund at the end of the fiscal year after all payments have been made will be added to the MPDEE fund, described above in Section Number 7.

**IN WITNESS WHEREOF**, the parties hereto by their authorized representative have executed this Memorandum of Understanding.

GOVERNORS STATE UNIVERSITY  
BOARD OF TRUSTEES

UPI, LOCAL 4100

\_\_\_\_\_  
Sally Jackson  
Chair

5/14/99  
Date

\_\_\_\_\_  
Marsha Katz  
GSU/UPI Chapter President

5-5-99  
Date

\_\_\_\_\_  
Paula Wolff  
President

5-3-99  
Date

\_\_\_\_\_  
Mitch Vogel  
President

5-6-99  
Date

\_\_\_\_\_  
Tobin Barrozo  
Provost/Vice President  
Academic Affairs

5-3-99  
Date

**APPENDIX H**

**MEMORANDUM OF AGREEMENT**

Governors State University and the University Professionals of Illinois hereby agree to the following procedure for union input into the university's budget process.

Before the initiation of the budget process, three representatives of the union will confer with the president to make faculty budgeting needs known for the upcoming year.

The budget process will proceed as structured by the administration with union participation. After budgets for the units have been developed and before the proposed budgets are announced, three representatives of the union will meet with the president to discuss the proposed budgets.

The final budget will be distributed to the union.

\_\_\_\_\_  
Paula Wolff, President  
UPI – GSU Chapter President

\_\_\_\_\_  
4-11-97  
Date

\_\_\_\_\_  
Marsha Katz,

\_\_\_\_\_  
4-25-97  
Date

## APPENDIX I

### MEMORANDUM OF AGREEMENT

The GSU Board and the University Professionals of Illinois hereby agree to the following terms for the distribution of CUEs:

- A. 30 CUEs of released time for Union elected or appointed positions, as determined by the Union, to be taken during the three trimesters beginning fall 1996.
- B. 12 additional CUEs may be purchased by the union for \$666 a CUE.
- C. Additional CUEs may be purchased by the union for \$1600 a CUE.
- D. This agreement will be in effect for the duration of the GSU/UPI contract agreement.

**APPENDIX J**

Governors State University and the University Professionals of Illinois agree as follows:

1. All full-time temporary faculty and all part-time temporary faculty who teach 50% or more (15-29 credit units in an academic year), and receive a yearlong contract, will be included in Unit B from the day of initial employment, that is, the first day of the first semester in which the Employee is employed.
2. All part-time temporary faculty, who do not receive year long contracts, who teach 50% or more over an academic year (15-29 credit units over fall, winter, spring/summer semesters) will be included in the unit upon the first day of the semester in which they reach 15 credit units. All part-time temporary faculty who enter the unit by teaching 50% or more over an academic year (15-29 credit units) will have a period of 60 days from the date they enter the unit to negotiate with the Department/Division Chair and/or Dean of the College their annual salary.
3. Part-time temporary faculty who are not employed in spring/summer semester and who taught 12 or more credit units over fall and winter semesters shall be included in the unit if employed for 6 or more credit units in the winter semester of the preceding year or upon reemployment for 6 or more credit units the fall semester of the succeeding year. All part-time temporary faculty who are not employed in spring/summer trimester and who taught 12 or more credit units over fall and winter semesters and enter the unit as indicated above will have a period of 60 days from the date they enter the unit to negotiate with the Department/Division Chair and/or Dean of the College their annual salary.
- 4.
5. Part-time temporary faculty meeting the conditions of paragraphs 1, 2, or 3 during the academic year 1999-2000 will be immediately included in the unit upon voluntary recognition. Full-time temporary faculty meeting the conditions of paragraph 1 during the academic year 1999-2000 will be included in the unit upon rehiring.
6. Exclusions—~~all retirees from Governors State University~~, all full-time administrative Employees. Any temporary replacement faculty member hired for one year or less to replace a specific tenured tenure/track faculty member on leave or on sabbatical will be in the unit according to the conditions given above but will not be placed on the reemployment roster.
7. On or before August 1, 2000 Governors State University will voluntarily recognize the University Professionals of Illinois (UPI) as the collective bargaining representative for the group of Employees identified above, if UPI provides to the IELRB signed union cards from more than 50% of the temporary faculty members from the 1999-2000 academic year who appear on

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the eligibility list that was agreed upon by Governors State University and the University Professionals of Illinois.

\_\_\_\_\_  
Stuart Fagan  
President, Governors State University

\_\_\_\_\_  
Mitch Vogel  
President, UPI

Date: 6-15-03

6-13-03

## LETTER OF AGREEMENT

On or before August 1, 2000, Governors State University will voluntarily recognize the University Professionals of Illinois (UPI) as the collective bargaining representative for the group of Employees identified in the attached certification agreement, if UPI provides to the IELRB signed union cards from more than 50% of the temporary faculty members from the 1999-2000 academic year who appear on the eligibility list that was agreed upon by Governors State University and the University Professionals of Illinois.

Governors State University and the University Professionals of Illinois agree that upon voluntary recognition the following contractual conditions will apply.

1. The full time assigned obligation of a temporary faculty is 30 to 36 credit units. Percentage of employment for part-time temporary faculty will be pro rata of 30 credit units.
2. When a temporary replacement faculty member is hired according to paragraph 5 of the attached certification agreement, the temporary faculty member and the union will be notified of this condition at the time of the hiring of the Employee. Upon rehiring and meeting the conditions for placement in the unit, the Employee will be placed on the rotation roster and credited with one year of service towards their placement on the rotation roster.
3. Once a temporary faculty member is included in Unit B, the temporary faculty member will remain in Unit B, regardless of her/his percentage of employment; provided, however, that if a temporary faculty member is not reemployed, the Break in Service language of the labor agreement shall apply. Failure to receive a spring/summer assignment will not constitute a break in service for initial placement in the unit.
4. Break in Service: (Change in contract language replacing Article 10.2.e) If a temporary Employee who has completed two consecutive years of service in the unit and whose name appears on the reemployment roster is reemployed after an absence of no more than one year, she/he shall be included in the bargaining unit upon reemployment. During the year in question, she/he shall maintain her/his position, before the break in service, on the division reemployment roster.
5. Changes in Article 1 and Article 10.  
Article 1.4. Within 45 days after the beginning of each academic term, the university administration shall provide the Union with a report on changes in status of Academic Support Professional positions in the bargaining unit described in Appendix B including vacancies, new hires, leave status, transfers, and reassignments, and temporary faculty appointments in existence that term and the reason for each temporary appointment.

Eliminate Article 10.2.a.

6. The union will be provided with a list of all full-time and part-time temporary faculty members, the credit units assigned to them, and their home addresses during the third week of each semester. Upon the request of the union, the administration will also provide a list of the courses being taught by a specific temporary faculty member.
7. The administration will review annually, and report to the union by the third week of spring/summer semester, the names of any temporary faculty members teaching less than 15 credit units but 12 or more credit units within the academic year, and will provide reasons based on program need why these temporary faculty members have not been assigned 15 credit units.
8. Each semester that a temporary faculty member receives an employment contract, a statement will be included in the employment contract or in a separate attached letter stating the conditions for inclusion in the bargaining unit and other appropriate bargaining unit information.
9. The minima salary adjustments for temporary faculty entering the unit as a result of this agreement will be negotiated by the union and the administration before the beginning of the fall 2000 semester.

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\_\_\_\_\_  
Stuart Fagan  
President Governors State University

\_\_\_\_\_  
Mitch Vogel  
President, UPI

\_\_\_\_\_  
6-15-00

\_\_\_\_\_  
6-13-03

**APPENDIX K**

**GOVERNORS  
STATE  
UNIVERSITY**

708/534-5000

UNIVERSITY PARK, IL 60466

---

May 4, 1999

Marsha Katz  
President  
UPI/Local 4100  
Governors State University Chapter  
College of Business and Public Administration  
Governors State University  
University Park, IL 60466

Dear Marsha:

This is to clarify our understanding of what type of circumstances may constitute an "emergency" for purposes of Article 8, Section 8.2f, Hearing Sessions and Panel Findings of the 1999-2002 GSU/UPI Agreement. An "emergency" may result from the illness of a panel member, panel member's family, or counsel; a death in a panel member's or counsel's family; a failure to find a substitute for a panel member's classes, inability of counsel to attend, or other circumstances of similar magnitude.

We look forward to working with you under the 1999-2002 Agreement.

Sincerely,

Paula Wolff  
President

Agreed to:

\_\_\_\_\_  
Marsha Katz  
President, UPI/GSU Chapter

\_\_\_\_\_  
Date 5/5/99

APPENDIX L

**Memorandum of Agreement on  
Joint UPI-Administration Working Committee and  
Evaluation of Administrators**

A Joint UPI – Administration Working Committee will be formed no later than November 1, 2003, consisting of the UPI President/designee and the Provost/designee and an equal number of representatives from UPI and administration to discuss issues raised by the UPI.

These issues will include, but are not limited to quality teaching standards, i.e. Unit A teaching of capstone courses, ratio of Unit A to Unit B faculty, and use of adjuncts. This committee will explore issues resulting from the transition to rank.

Beginning no later than Academic Year 04-05, Chairs and Deans/ Directors will be evaluated every two years by Unit A faculty, Unit B lecturers, and ASPs in their division/department/units. The working committee will be charged with the design of the process for Unit A and Unit B evaluation of deans, division chairs, and directors.

**IN WITNESS WHEREOF**, the parties hereto by their authorized representative, have executed this Memorandum of Understanding reached on May 13, 2003.

BOARD OF TRUSTEES/ADMINISTRATION      UPI, LOCAL 4100

|                          |                 |                 |                 |
|--------------------------|-----------------|-----------------|-----------------|
| _____                    | <u>2-6-04</u>   | _____           | <u>02-06-04</u> |
| Bruce Friefeld, Chairman | Date            | UPI President   | Date            |
| -----                    | <u>2-6-04</u>   | -----           | <u>02-06-04</u> |
| Stuart Fagan, President  | Date            | GSU-UPI Chapter | Date            |
|                          |                 | President       |                 |
| _____                    | <u>02-06-04</u> |                 |                 |
| Paul Keys, Provost/Vice  | Date            |                 |                 |

**APPENDIX M**

Parking and Walkway Fees will be negotiated between Governors State University (GSU) and the University Professionals of Illinois (UPI) if the increase in the fees is in excess of \$10 annually.

|  |               |
|--|---------------|
| _____<br>Ellie Sullivan, UPI President | _____<br>Date |
| _____<br>Elaine Maimon, GSU President  | _____<br>Date |
| _____                                  | _____<br>Date |
| _____                                  | _____<br>Date |

**IN WITNESS WHEREOF**, the parties hereto by their authorized representative, have executed this Agreement reached on December 01, 2006.

**BOARD OF TRUSTEES/ADMINISTRATION**

**UPI, LOCAL 4100**

\_\_\_\_\_  
Lorinne Samuels, Chairman                      Date

\_\_\_\_\_  
Ellie Sullivan, UPI President                      Date

\_\_\_\_\_  
Elaine P. Maimon, GSU President                      Date

\_\_\_\_\_  
Marsha Katz, GSU-UPI Chapter                      Date  
President

\_\_\_\_\_  
David Curtis, Provost/Vice                      Date  
President for Academic Affairs

\_\_\_\_\_  
Jamie Daniel, UPI Chief                      Date  
Negotiator

\_\_\_\_\_  
Peggy Woodard, GSU Chief                      Date  
Negotiator

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