AGREEMENT

Between

the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY

and

the SIUC FACULTY ASSOCIATION, IEA/NEA

for Fiscal Years 2011-2014

Covering the Period

July 1, 2010 - June 30, 2014
ARTICLE 13
TENURE AND PROMOTION

Section 13.01. Tenure. Only the Board of Trustees may award tenure. Faculty members attain tenure in accordance with Board policies and procedures, and Section I through V of the tenure policies and procedures set forth in the 1996 SIUC Employee Handbook, in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C.3.f. The parties agree that only the tenure procedures set forth in the aforementioned documents (as opposed to such things as the standards and criteria utilized in determining whether or not to award tenure) are incorporated by reference.

a. Each Board management representative who is directly involved in making decisions regarding tenure dossiers will be encouraged to make a separate and independent evaluation of the credentials of the candidate for tenure, including a careful and deliberate consideration of the candidate. Notwithstanding the foregoing, however, the substance of any Board decision to deny tenure, including, but not limited to, the Board’s application of standards and criteria for tenure, shall not be subject to the grievance and arbitration procedure.

b. Tenure, when awarded by the Board, shall be effective on August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was awarded tenure by the Board. Where the Faculty member is on a 12-month fiscal appointment, tenure, when awarded by the Board, shall be effective on July 1 of the fiscal year immediately following the fiscal year in which the Faculty member was tenured by the Board.

c. When hiring tenure-track Faculty on continuing appointment following the date this Agreement is executed, the Board and the newly appointed Faculty member may mutually agree, prior to the effective date of the appointment (typically August 16) as to which prior demonstrable achievements are to be credited toward subsequent tenure consideration. Any such mutual agreement shall be in writing and is subject to approval by the appropriate academic Dean.

d. To the extent that the tenure guidelines and procedures set forth in applicable College and Departmental Operating Papers in effect when the non-tenured Faculty member was last hired on continuing appointment are modified, the same guidelines and procedures shall be considered when and if such Faculty member is considered for tenure, unless otherwise agreed in writing between the Faculty member and the Board. Operating Papers are not subject to the grievance and arbitration procedure set forth in this Agreement.

e. Each non-tenured Faculty member on continuing appointment shall be reviewed at least annually by the Chair and/or the Dean or the Dean’s designee, and receive a copy of his/her annual evaluation by May 1 of each year. Faculty may submit a written response to this annual review that will also be included in the personnel file.
This response must be submitted within ten (10) weekdays after the Faculty member’s receipt of a copy of the annual review.

f. The purpose of the annual review is to assess and communicate the nature and extent of the Faculty member’s performance of assigned duties consistent with his/her yearly workload assignment and criteria, standards, and guidelines for tenure and promotion specified in the relevant departmental and college operating papers. As such, annual reviews shall include a review of the Faculty member’s performance during the previous calendar year and shall identify areas of strength and weakness and areas that need improvement.

g. As to tenure, the grievance and arbitration procedure shall be strictly limited to matters of procedure. If an aggrieved Faculty member wishes to file such a grievance, it may be filed only after the Faculty member has been notified of the negative decision of the Provost and Vice Chancellor and the time period for filing such a grievance shall commence on the date that the Faculty member is notified of such negative decision. An arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding tenure, the application of those standards and criteria to individual Faculty members, and whether or not to award tenure. Nor shall an arbitrator have any authority or jurisdiction to award tenure or order that the Board award tenure to any Faculty member.

h. In lieu of filing a grievance concerning a negative tenure decision under this Agreement, a Faculty member may file a non-contractual grievance concerning a negative tenure decision with the Judicial Review Board (JRB) in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning a negative tenure decision under the contract and file a non-contractual grievance with the Judicial Review Board.

i. The JRB shall rule on procedural matters identified in the 1996 SIUC Employees Handbook and/or the Faculty Association Contract, whichever is pertinent to the grievance. Each panel member must vote to sustain or dismiss the grievance—no abstentions. The panel decision may include the following remedies: a) dismiss the grievance because there was no violation or the procedural violation(s) was (were) deemed trivial; b) procedural violation(s) was (were) substantial enough to warrant additional time to work toward promotion and tenure; c) procedural violation(s) was (were) substantial enough to warrant promotion and tenure.

j. The Chancellor shall make a decision on a tenure grievance case that is heard by the JRB based upon the JRB’s report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. Unless both parties are present, the Chancellor shall not entertain any new information. The Chancellor shall refrain from consulting with either party to the grievance prior to making a decision on the JRB’s recommendation. A decision by a JRB panel shall replace the decision of the Provost and Vice Chancellor that is being appealed. The Chancellor shall treat the JRB panel decision in the same manner as she/he treats
similar decisions of the Provost and Vice Chancellor.

k. If a Faculty member decides to file a non-contractual grievance concerning a negative tenure decision with the Judicial Review Board (JRB) and the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member, the Chancellor shall state the reason(s) for non-acceptance in sufficient detail, based on the JRB’s report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing, in order to apprise the Faculty member of the basic rationale for such non-acceptance. The Chancellor’s decision is subject to the grievance and arbitration procedure set forth in this Agreement only on the ground(s) that his/her decision allegedly does not set forth the reason(s) for non-acceptance in such sufficient detail and/or that his/her written decision allegedly was not based on the JRB’s report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. If a non-contractual grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor’s decision to the Board of Trustees.

l. An untenured Faculty member may apply, in writing, for an extension of her/his tenure-track probationary period due to circumstances of an exceptional nature. An application for such an extension must be made by the Faculty member before the last year of his/her probationary period begins, and it must include the reasons for the request (e.g., serious health problems requiring in-patient care or treatment of the Faculty member or a member of the Faculty member’s immediate family living in the same household where the Faculty member’s presence is necessary, assumption of parental duties for a new born child or an adopted child, or other exceptional circumstances) and evidence that the Faculty member was making satisfactory progress toward tenure prior to the onset of the exceptional circumstances giving rise to the request for an extension. The application shall be submitted to the Department Chair (or equivalent supervisor). Following review and consideration by the Chair (or equivalent) and the Dean, the application shall be submitted to the Provost and Vice Chancellor, who shall have the final authority to approve or disapprove the Faculty member’s extension request, provided that an extension request shall not be unreasonably denied.

m. If the Chair or the Dean recommends against a Faculty member’s application for tenure and/or promotion, the Faculty member shall be given the right to submit a written response. Any such written response must be submitted to the Chair or Dean, whichever is applicable, within five (5) weekdays after the Faculty member’s receipt of the written recommendation of the Chair or Dean. Such a response shall be limited to responding to the negative recommendation of the Chair or the Dean; no new material (e.g., new papers, books, ICE’s, letters of recommendation, etc.) may be included in such a response. If such a response is so submitted within said five (5) day period, it will be added to the Faculty member’s dossier. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Chair or Dean to any written response submitted by a Faculty member and from considering any such response.
Section 13.02. Promotion. Only the Board may promote a Faculty member. Faculty members will be considered for promotion in accordance with Board policies and procedures and the Promotion Policies and Procedures for Faculty set forth in the 1996 SIUC Employees Handbook, in accordance with the provisions set forth in SIU Board of Trustees 2 Policies C. The parties agree that only the promotion procedures set forth in the aforementioned documents (as opposed to such things as the standards and criteria utilized in determining whether or not to award promotion) are incorporated by reference. When a tenure-track Faculty member is promoted by the Board, such Faculty member shall be awarded tenure when the promotion becomes effective.

a. Each Board management representative who is directly involved in making decisions regarding promotion dossiers will be encouraged to make a separate and independent evaluation of the credentials of the candidate for promotion, including a careful and deliberate consideration of the candidate. Notwithstanding the foregoing, however, the substance of any Board decision to deny promotion, including, but not limited to, the Board’s application of standards and criteria for promotion, shall not be subject to the grievance and arbitration procedure.

b. A promotion, when awarded by the Board, in concurrence with practice prior to the effective date of this contract, shall be effective on August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board or the date of the first appointment that begins on July 1 but before August 16 of the fiscal year immediately following the fiscal year in which the Faculty member was promoted by the Board, whichever occurs earlier.

c. To the extent that the Promotion Policies and Procedures for Faculty set forth in the 1996 SIUC Employees Handbook are modified, the procedures in effect under the 1996 SIUC Employees Handbook shall be used, unless otherwise mutually agreed between the Board and the Faculty member being considered for promotion.

d. As to Faculty promotions, the grievance and arbitration procedure shall be strictly limited to matters of procedure. If an aggrieved Faculty member wishes to file such a grievance, it may be filed only after the Faculty member has been notified of the negative decision of the Provost and Vice Chancellor and the time period for filing such a grievance shall commence on the date that the Faculty member is notified of such negative decision. An arbitrator has no authority or jurisdiction to make academic judgments on the standards and criteria for awarding a promotion, the application of those standards and criteria to individual Faculty members, and whether or not to award a promotion. Nor shall an arbitrator have any authority or jurisdiction to award a promotion or order that the Board award a promotion to any Faculty member. If a grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor’s decision to the Board of Trustees.

e. In lieu of filing a grievance concerning a negative promotion decision under this
Agreement, a Faculty member may file a non-contractual grievance concerning promotion with the Judicial Review Board (JRB) in accordance with the applicable procedures. In no case, however, may a Faculty member both file a grievance concerning promotion under the contract and file a non-contractual grievance with the Judicial Review Board.

f. The JRB shall rule on procedural matters identified in the 1996 SIUC Employees Handbook and/or the Faculty Association Contract, whichever is pertinent to the grievance. Each panel member must vote to sustain or dismiss the grievance—no abstentions. The panel decision may include the following remedies: a) dismiss the grievance because there was no violation or the procedural violation(s) was (were) deemed trivial; b) procedural violation(s) was (were) substantial enough to warrant additional time to work toward promotion and tenure; c) procedural violation(s) was (were) substantial enough to warrant promotion and tenure.

g. The Chancellor shall make a decision on a promotion grievance case that is heard by the JRB based upon the JRB’s report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. Unless both parties are present, the Chancellor shall not entertain any new information. The Chancellor shall refrain from consulting with either party to the grievance prior to making a decision on the JRB’s recommendation. A decision by a JRB panel shall replace the decision of the Provost and Vice Chancellor that is being appealed. The Chancellor shall treat the JRB panel decision in the same manner as s/he treats similar decisions of the Provost and Vice Chancellor.

h. If a Faculty member decides to file a non-contractual grievance concerning a negative promotion decision with the Judicial Review Board (JRB) and the Chancellor does not accept a recommendation of the JRB that is favorable to the Faculty member, the Chancellor shall state the reason(s) for non-acceptance in sufficient detail, based on the JRB’s report, supporting documents, and in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing, in order to apprise the Faculty member of the basic rationale for such non-acceptance. The Chancellor’s decision is subject to the grievance and arbitration procedure set forth in this Agreement only on the ground(s) that his/her decision allegedly does not set forth the reason(s) for non-acceptance in such sufficient detail and/or that his/her written decision allegedly was not based on the JRB’s report, supporting documents, and, in cases where the Chancellor chooses to review the testimony, the tape recording of the hearing. If a non-contractual grievance is filed under this paragraph, the Grievant/Faculty member shall have no right to appeal the Chancellor’s decision to the Board of Trustees.

i. If the Chair or the Dean recommends against a Faculty member’s application for tenure and/or promotion, the Faculty member shall be given the right to submit a written response. Any such written response must be submitted to the Chair or Dean, whichever is applicable, within five (5) weekdays after the Faculty member’s receipt of the written recommendation of the Chair or Dean. Such a response shall be limited to responding to the negative recommendation of the Chair or the Dean; no new
material (e.g., new papers, books, ICEs, letters of recommendation, etc.) may be included in such a response. If such a response is so submitted within said five (5) day period, it will be added to the Faculty member’s dossier. Nothing herein shall limit the right of the Dean or the Provost and Vice Chancellor from soliciting a response from the Chair or Dean to any written response submitted by a Faculty member and from considering any such response.

Section 13.03. Provisions Applicable to Both Tenure and Promotion. Notwithstanding anything to the contrary in Board policies or operating papers, the following provisions shall be applicable to both the tenure and promotion process:

a. Annual pre-tenure performance evaluation letters shall be part of Faculty members’ promotion and/or tenure dossiers. In addition, a Faculty member may include in their promotion or tenure dossiers copies of prior workload assignments, as well as a notation of any unique aspects of his/her prior workload assignments that the Faculty member believes should be part of his/her dossier.

b. In considering a candidate for promotion, the department promotion and tenure committee shall be comprised of at least three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. In a case where the candidate already has tenure, the candidate may request that the committee have five (5) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. When a department lacks sufficient Faculty members to constitute fully a promotion committee, the department chair shall augment the committee by adding tenured Faculty members at the appropriate ranks from outside the department. The Chair makes the appointment(s) for such augmentation(s); the candidate and the Chair will work together on a list of qualified potential appointees for augmentation.

c. Membership on the college promotion and tenure committees will be limited to tenured Faculty members in the rank of associate professor or professor in the applicable college who are not candidates for promotion in that academic year. In considering candidates for promotion, the college committee must include a minimum of three (3) tenured Faculty members holding the same or higher rank to which the candidate seeks promotion. The college committee will be augmented as necessary by adding tenured Faculty members from outside the college. The Dean is responsible for making appointment(s) for such augmentation(s); the candidate(s) and the Dean will work together on a list of qualified potential appointees for augmentation.

The discussion and vote on a candidate for promotion to associate professor will be limited to those members of the committee who are from outside the candidate’s department. The discussion and vote on a candidate for promotion to professor will be limited to those members of the committee who hold the rank of professor and who are from outside the candidate’s department. The college promotion and tenure committee may direct questions to the author of the departmental recommendation.
For Library Affairs, the reference to committee members being limited to people outside the candidate’s department does not apply.

d. A Faculty member shall not participate in the discussion and vote with respect to a candidate to whom the Faculty member is related, as defined by the SIUC policy on nepotism.

e. College promotion and tenure committees will hold one or more meetings to discuss candidates for promotion and tenure.