

WESTERN ILLINOIS UNIVERSITY BOARD OF TRUSTEES

October 13, 2023

Resolution No. 23.10/12 -- Approval of the WIU Chapter of University Professionals of Illinois Local 4100 (UPI) 2023-2026 Bargaining Agreement

Resolution:

WHEREAS, the Board of Trustees must approve collective bargaining agreements prior to implementation; and

WHEREAS, an agreement was reached on July 28, 2023 and was ratified by the WIU Chapter of University Professionals of Illinois (UPI) on September 1, 2023.

THEREFORE, be it resolved that the Western Illinois University Board of Trustees hereby approves the agreement as presented.

2023-2026 WIU/UPI Tentative Agreement

- Basic salary increases to include a \$3,600 increase to base salary for all bargaining unit employees (Units A and B) for the 2023-2024 academic year and 3% increases to base salary for years 2024-2025 and 2025-2026.
- Professor Five-Year Appraisal Adjustments (PFYAA) in lieu of minima increases will replace the Merit Increase program for Full Professors with 5, 10, and 15 years in rank. PFYAA will provide base salary increases of up to 8%. Details of the portfolio-based program will be reflected in a separate Memorandum of Understanding and criteria for earning the PFYAA will be developed by each academic department as part of their Department Criteria (DC) document.
- Retirement Incentive. If a bargaining unit member signs an irrevocable election to retire (IER) agreement, they will receive 6% basic salary increases each year for up to two years prior to their retirement date. During this period (from the time the IER is submitted up until the date of retirement), the individual faculty member will not be eligible for any additional salary increases, including basic increases and increased overload assignments.

- BPTO Training. Faculty members shall receive one ACE upon completion of the Best Practices in Online Teaching (BPTO) or similar designated university online teaching training.

UPI and WIU also agreed to reopen the Distance Education sections of the contract once the Office of Distance Education (ODES) has finalized new course development training curriculum and processes.

- General Studies course compensation. The rate that faculty members shall be paid for Bachelors of General Studies (BGS) courses taught outside of load will increase from \$40 to \$60 per credit hour/per student. UPI and WIU also agreed to the creation of a joint committee to study the impacts of moving BGS courses to in-load assignments.
- Tutored study will be eliminated.
- Course Modalities. When assigning courses and course sections, chairs/directors must ensure that each assigned course or section of a course is limited to a single instructional modality, course type (as defined by the Registrar's Office). However, modality changes based on program need may occur up to the start date of the course. For example, a Macomb or QC on-campus course can be converted to livestream modality, in which a faculty member teaches the course from an on-campus classroom and provides students the opportunity to meet in-person or via livestream, up until the semester begins.

Online course modalities cannot be combined with any other course modality, including on-campus, livestream or hybrid sections of a course. However, hybrid course sections can include a livestream option in instances where the faculty member is amenable to inclusion of such an option. Inclusion of a livestream option in a hybrid course will result in the faculty member being compensated with one additional ACE assignment for the course (For example, a faculty member would receive 4.0 ACEs for a 3-semester hour hybrid course that has a livestream component).

- Department Workload Equivalents (DWEs). In addition to both defined ACE loads and department specific roles and responsibilities, the following activities shall be assigned ACE loads in all DWE documents: student supervision, formal mentoring roles, student research supervision, undergraduate capstone projects, and recruitment and retention activities.
- Program Coordinators: DWE documents shall include detailed job duties/descriptions for all Program Coordinator roles in the department. Additionally, ACE assignments for program coordinators in each department shall be specified in the DWE. Where department chairs are unable or unwilling to fulfill program coordinator duties during the summer session, summer compensation shall also be specified in the DWE.
- Program Accreditation and Review. Faculty members assigned to oversee, collect, and/or analyze data; write reports; or otherwise to be involved in program accreditation or review processes will be awarded one to three ACEs per academic semester based upon

the level of their involvement in the accreditation or review process as defined by the DWE document.

- Thesis and Dissertation Supervision. Effective with the 2023-2024 academic year, an employee who is a master's thesis supervisor will be paid \$600 for each completed thesis and \$300 for each completed non-thesis exit option project. An employee who is a dissertation supervisor will be paid \$850 for each completed dissertation completed.
- Professional Development Funds. The University guarantees annual funding of the Provost's Travel Awards (for Unit A faculty) in excess of \$60,000, with funding available based on rolling application effective the first day of the fiscal year. Additionally, the university guarantees annual funding in excess of \$20,000 for Unit B Associate Faculty and ASPs.
- Promotion for Associate Faculty (Article 43.3). Promotion increases to Associate Instructor and Senior Instructor rank will increase from \$150/mo. to \$200/mo.
- New Faculty Course Releases. Probationary Unit A faculty course loads shall be limited to no more than 18 ACEs during their first two academic years (fall/spring semester combined).
- Overload. Faculty who are assigned duties in excess of 22 ACEs (Unit A) or 24 ACEs (Unit B) in an academic year shall be compensated for excess ACEs at the rate of \$1500 per ACE (previously rate was \$1,000 per ACE).
- Course Evaluations. In cases where quantitative evaluation scores are required by department criteria, and evaluations were conducted, but resulted in a response rate of less than 50% of students enrolled in the course, faculty may choose if that data is reported in their portfolio.
- Personal Leave. Up to five days of sick leave per year may be used for personal days. Employees must provide their supervisor with a minimum of 7 calendar days' notice before the date that foreseeable leave is to begin. If the leave is not foreseeable, the employee must provide notice to their supervisor as soon as is practicable after the employee becomes aware of the necessity of the leave.
- Pay Spreads (Article 4). All bargaining unit members with periods of appointment equaling nine months or greater annually will be required to spread their compensation over 12 monthly pay periods.
- Course Preparations (Article 18.3). Except for activities courses, no more than five (5) different preparations per year shall be assigned. ACEs shall be awarded for unique preparations beyond five (5) as follows. Three (3) to four (4) semester hour courses shall be counted as one (1) preparation. Two (2) semester hour courses shall be credited as .67 of a preparation, and one (1) semester hour courses shall be counted as .34 of a preparation. Tutored study courses are included toward the preparation count according to the credit hour designation of the course. ACEs shall be awarded for the cumulative value of preparation credits minus the established 5 preparation credit threshold.

- Use of the Western Online platform is required for all courses meeting online and hybrid course-type definitions.
- Mini Sabbatical (Article 27.17). Eligibility - In order to be eligible for a mini-sabbatical, applicants must agree to remain in a full-time position at WIU the semester following the mini-sabbatical term and have complied with all requirements, including a submission of final report. Faculty shall be eligible for the mini-sabbatical once every 3 years.
- Remote Work Policy.

Faculty work assignments and primary duties are assigned by their department chair on the basis of program need. However, any faculty member interested in remote work should discuss this possibility with their department chair/director. Faculty remote work arrangements intended to extend beyond one semester must be approved by the dean and provost. All remote work arrangements will be considered to be temporary and must be renewed at least annually.

ASPs within the UPI bargaining unit who desire remote work arrangements should discuss this possibility with their immediate supervisor and work with them toward a mutually acceptable remote work arrangement. Remote work arrangements intended to extend beyond one semester must be approved by the dean and provost/respective vice-president. All remote work arrangements will be considered to be temporary and must be renewed at least annually.

The employee's duties, obligations, responsibilities, and performance expectations remain the same under a remote work agreement as if the employee were working at a campus or facility work location. The employee shall remain available to communicate with their supervisor to receive assignments, review work progress, and complete work as often as the supervisor determines to be necessary. Meetings with students, co-workers, or others conducting business with the University shall not be held in person in a remote employee's home. Employees may be required to report to the employee's primary workplace to conduct business (i.e., meetings, visits, professional development, etc.) with reasonable notice.

The alternate workspace for any employee or position being considered for remote work must be located within the United States in order to comply with all Federal, State, and local payroll withholding taxes and wage requirements. Approval of an alternate work location outside of the state of Illinois will need to be approved by Human Resources and Payroll prior to the start of any employment agreement or remote work arrangement.

While working remotely, the employee must be reachable and responsive via telephone, network access, or e-mail during agreed-upon work hours.

If an employee is directed to work from home office, the institution must follow state law requirements for reasonable work-related expense reimbursement including but not limited to cell phone use, Internet access, printing/printer costs. Institution must provide clear guidelines and guidance for reimbursement.

If an employee requests, and is granted a remote work arrangement it is the remote employee's responsibility to secure sufficient network connectivity at their remote work location including, but not limited to bandwidth, telephony connections, and accessibility and sufficient expertise and skills to engage technology allowing for efficient remote work connectivity.

In the event that the employer has legal obligations which are inconsistent with this section, the employer's legal obligations shall control.

If the University wishes to discontinue a remote work arrangement prior to the approved end date, it must provide at least 15 working days notification and meet with the individual employee (who will be informed of their right to have a UPI representative accompany them to the meeting) prior to canceling the remote work arrangement. Employees who refuse to return to their campus or facility work location may be subject to discipline and/or dismissal under applicable University policies.

- The University and UPI Agreed to Establish the Following Committees:

Committee to Study Market Equity.

Committee to Develop Contract Language Concerning ASP Workloads

Online Evaluations Committee

- Summer Bridge Program Task Force: The university shall establish a Summer Bridge Program Task Force. Said task force shall be comprised of an administratively appointed chair and at least 8 additional members. The additional members shall consist of equal numbers of administrative appointments to the task force, and faculty appointments to the task force