c. After expiration of one-half of the compulsory leave period, or when the employee believes she/he is able to return to work, 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 University President concludes the employee is able to return to work, the employee may return to work immediately. If the University President denies the request to return to work, she/he shall notify the employee in writing with reasons.

d. If, at the end of a compulsory leave, after reviewing the opinion of the doctor chosen and paid for by the University or by the 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, the University President may extend the period of compulsory leave, or if the University cannot reasonably accommodate the illness or injury,

(1) request the employee’s resignation.

(2) recommend termination in accordance with the procedures provided in Article 39. Termination under these circumstances shall not be considered to be a disciplinary action.

ARTICLE 32
PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES
UNIT B

32.1. Assignment of Duties for Associate Faculty

a. The professional obligation of an Associate Faculty member consists of assigned Teaching/Primary Duties, which will be specified in the letter of appointment and will receive an academic credit equivalent (ACE) value.

b. The assigned obligation of an Associate Faculty member shall be 18 to 24 ACEs. Individuals with contracts of more than nine months will be assigned ACEs proportionate to the length of the contract.

c. Academic credit equivalents will be determined by the Academic Vice President.

d. Assignments of scheduled activities for Library/counseling employees who are Associate Faculty shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the employee’s total assignment of primary duties.
e. If an Associate Faculty member is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.

f. Up to three ACEs (or four, in the case of a 4 sh course) may be assigned to an Associate Faculty member in Summer Session and shall be compensated at the rate specified in Article 43.5.

g. Office Hours and Faculty Accessibility

(1) Each employee shall maintain a schedule of at least four office hours per calendar week spread over at least three days. These hours shall be scheduled to allow reasonable access and shall be posted. Department chairs may allow an adjustment or appropriate substitution to the above office hour requirement to provide for nontraditional classes or unique teaching situations.

(2) If necessary and reasonable, faculty are expected, and have a professional obligation, to be accessible to meet students, other faculty, and staff, as well as attend meetings, on days and times other than those of posted office hours and scheduled classes.

h. The Academic Vice President shall develop the forms to be used to record officially assigned duties and the timetable for distribution of ACEs for Associate Faculty, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The Academic Vice President will review the forms and timetable with the Union Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by September 1 unless otherwise agreed to by the Union Chapter President and the Academic Vice President.

i. Overload

(1) An Associate Faculty member may be assigned, if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of 24 ACEs. Overload ACEs under this Article shall be compensated at the rate specified in Article 43, Additional Compensation. Assignment of involuntary overload shall not exceed one three-credit unit course or its equivalent per semester.

(2) (a) If an Associate Faculty member is absent from her/his duties, another employee will be assigned to perform the absent employee’s duties by the department chair.

(b) If the assignment exceeds one week, the faculty member performing the duties shall receive compensation prorated at the overload rate for the period of assignment beginning with the second week of the assignment. The compensation shall be based on 150 minutes taught in a week for a three ACE class in a 16-week semester, or equivalent.
j. Summer Session Appointments

(1) Each academic year, the University Administration shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the Summer Session.

(2) Associate Faculty will be considered for Summer Session teaching assignments based on the department’s Summer Session rotation policy.

(3) Development of department Summer Session rotation plans will comply with procedures established in the Unit A Agreement, Article 19, Summer Session.

k. Teaching Certification Portfolios

No faculty member shall be assigned more than 10 portfolios without receiving ACE compensation. Evaluation of Teaching Certification Portfolios over 10 portfolios, when such evaluations are conducted outside of a class for which an employee receives ACEs, shall be awarded a range of between .5 and one ACE per 10 portfolios or portion thereof (in no less than .5 increments), to be determined in the Department Workload Equivalents (DWE) based upon the number of and length of entries to be evaluated and the responsibility of the faculty member in overseeing the portfolio process.

32.2. Assignment of Duties for Academic Support Professionals

a. Definition of Assigned Obligation: The professional obligation of Academic Support Professionals (ASPs) as specified in their job descriptions includes a diversity of duties and responsibilities.

b. At the inception of the employment relationship, each ASP shall be given a general job description which was the basis upon which the position was filled. Within 30 days of the appointment, each ASP will develop with her/his immediate supervisor a job description which more specifically reflects the job assignment for that individual.

c. For ASPs, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the ASP’s period of appointment, as approved by the supervisor. When the work week exceeds 37.5 hours, “equal time” off shall be granted within a reasonable period of time and shall reflect the real time expended by the employee in preparation and performance of her/his duties. In positions where a traditional 37.5 work week is not reasonably consistent with program need, the supervisor, in consultation with employees of the unit, shall develop a Unit Workload Document (UWD) wherein the workload obligations of each position, throughout the year, are clearly stated, and provisions for the awarding of “equal time” off are made clear. Unit supervisors will forward the UWD with employee comments to the appropriate vice president who, after consultation with the Union Chapter President, will render a decision. Any
change in the UWD will be handled in the same way as “modification of a job description” (see Article 32.2.e.).

(1) In advising loads, any job description where advising/counseling or extensive student contact is established as a duty, the expected range of advisees/contact people for that work percentage shall be stated in the UWD.

(2) The assigned obligation of a part-time ASP shall be proportionate to her/his appointment.

(3) In the case of permanent job reassignment, the ASP must be notified in writing at least two weeks in advance of the permanent reassignment.

d. Annual Meeting

(1) Each ASP and her/his supervisor shall meet at the time of the employee’s annual evaluation to review the employee’s official job description and assignment of duties. This job description shall identify priorities among the duties and responsibilities and, when appropriate, shall provide specification of assigned duties, shall state expectations about scheduling, and shall identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the job description for the coming year and, if changed from the previous year, shall submit it to the appropriate administrator (i.e., dean, assistant/associate vice president, etc.) for review. The appropriate administrator shall then send the job description and her/his recommendation to the appropriate vice president for approval. The employee may attach a statement to the supervisor’s recommendation. Each ASP shall receive a copy of her/his approved job description for the next year, if changed from the previous year, by the date specified in the University timetable. A copy of the University timetable will be sent to each employee by September 1.

(2) In an ASP’s annual evaluation, the employee’s job description for the year under evaluation shall be the guideline for evaluating the employee’s performance.

e. Modification of Official Job Descriptions

(1) If the appropriate supervisor wishes to modify an employee’s official job description at a time other than the annual meeting, then she/he shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The employee may attach a statement reacting to the proposed modification which is then forwarded to the appropriate vice president. The ASP shall receive a copy of any modification of her/his official job description.
(2) Modifications of official job descriptions shall become effective on the date specified on the modified approved description. The employee shall receive a copy of the modified job description prior to the effective date.

(3) If a modification in the job description constitutes an increase in workload, the job description shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with Article 43, Additional Compensation.

(4) An employee may request modification of her/his job description. Such a request shall be made in writing to the employee’s supervisor.

f. Overload

(1) With the approval of the appropriate vice president, a special overload project may be assigned to an ASP 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) 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% of the base salary the employee will receive during the special assignment period. An employee on a special assignment may also have her/his normal work schedule adjusted by the appropriate vice president to reflect work on the special assignment.

32.3. Outside Employment

a. Outside employment while employed at Western Illinois University represents a potential conflict of commitment and interest. Such employment is prohibited without prior approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial. Such request will indicate the nature of the outside employment and an estimate of the amount of time which will be involved. If approved, an employee’s performance of professional obligations to the University shall have priority over any outside employment.

b. Outside teaching includes all forms of instruction whether in the classroom or via distance learning offered by other entities (including for-profit organizations). With the exception of occasional guest lectures or seminars, teaching for another university represents a potential conflict of commitment and interest. Such teaching is prohibited without prior approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial. Such request will indicate the nature of the outside employment and an estimate of the amount of time which will be involved.
c. With the approval of the appropriate vice president, following submission of the request to the immediate supervisor or department chair and dean or director, with recommendations for approval/denial, an employee may engage in consulting activities for which the employee receives compensation for entities outside the University while employed at Western Illinois University. Such request will indicate the nature of the consulting activity and an estimate of the amount of time which will be involved. Such activities are to be limited to no more than 20% of an employee’s work time (e.g., in a five-day week, an employee is limited to one day of consulting).

ARTICLE 33
EVALUATION AND EVALUATION CRITERIA
UNIT B

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

33.1. Evaluation Procedures for Associate Faculty

a. No Associate Faculty member shall be evaluated until she/he has completed one full semester of service at the University as an Associate Faculty member.

b. An evaluation of Associate Faculty shall consist of a review of the following by the department chair and the dean:

(1) Student course evaluations of all courses taught, as well as documentation of any other Teaching/Primary Duties

(2) Any materials required by the Department Criteria in the area of Teaching/Primary Duties

(3) Any materials the employee submits as evidence of the effectiveness of her/his Teaching/Primary Duties

(4) Any materials the employee chooses to submit showing involvement in Scholarly/Professional Activities and Service Activities

(5) Materials in the employee’s personnel file

(6) Additional documentation of the evaluation shall be sent to the employee.

c. (1) Following review of the documents, the department chair and the dean shall each write an evaluation of the employee’s Teaching/Primary Duties. The evaluations shall state whether the employee’s degree of effectiveness