

AGREEMENT BETWEEN

**THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
GOVERNING SOUTHERN ILLINOIS UNIVERSITY
EDWARDSVILLE**

AND

**THE SIUE FACULTY ASSOCIATION
AN AFFILIATE OF THE
ILLINOIS EDUCATION ASSOCIATION-NEA
AND THE
NATIONAL EDUCATION ASSOCIATION**

July 1, 2017 through June 30, 2018

AGREEMENT

This AGREEMENT is entered into this 13 day of December 2017, by and between the BOARD OF TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY ("Board") and the SIUE Faculty Association, an affiliate of the IEA/NEA ("Association"), and only applies to said parties.

The Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the Bargaining Unit members.

It is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, hours, fringe benefits, and terms and conditions of employment and to provide an orderly and prompt method of handling and processing grievances.

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Article 1

DEFINITIONS

Section 1.01. Definitions. This Agreement shall incorporate the definitions enumerated below:

Association – The term “Association” refers to the SIUE Faculty Association, a labor organization recognized by the Illinois Educational Labor Relations Board and affiliated with the Illinois Education Association/National Education Association, and its authorized representatives.

Board – The term “Board” shall mean the Board of Trustees of Southern Illinois University, and its members and authorized administrative or management representatives.

College/School – The term “College/School” refers to all colleges/schools included in the Bargaining Unit and as exist at the time of this Agreement:

- College of Arts & Sciences
- School of Business
- School of Education, Health, and Human Behavior
- School of Engineering
- Lovejoy Library
- School of Nursing

Days – The term “day” or “days” shall mean calendar day(s) unless otherwise specified.

Faculty – The terms “Faculty,” “Faculty member,” or “full-time Faculty member” shall mean those employees specifically included in the Bargaining Unit as set forth in Article 2 of this Agreement, unless otherwise specified.

IELRA (or the Act) – The Illinois Educational Labor Relations Act

IELRB – The Illinois Educational Labor Relations Board

Members – The term “Members” refers to Bargaining Unit Members as defined by the IELRB, unless otherwise specified.

Parties – The University and the Association

Preamble – Preambles are introductory statements to specific Articles or concepts and are utilized throughout the agreement. Preambles are not grievable provisions of the contract but are intended to clarify the parties’ intent for the Article or provision(s) to follow.

University – The term “University” shall mean Southern Illinois University Edwardsville.

Article 2

RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit (as determined by IELRB case number 2017-RC-0003-C), described as follows:

Included: All faculty at the ranks of assistant professor, associate professor, and professor holding a tenure or tenure-track academic faculty appointment of .5 or greater employed through the Edwardsville campus.

Excluded: All employees who hold visiting, clinical, adjunct, emeritus, or less than .5 faculty appointments; employees who are employed on a temporary contract or whose positions are primarily funded from sources other than state appropriations (e.g., research professors); SIUE School of Pharmacy and School of Dental Medicine faculty; non-tenure-track faculty; deans; associate deans; assistant deans; all faculty employed through other campuses; and supervisory, managerial, confidential, and short-term employees as defined in the Illinois Educational Labor Relations Act, as amended.¹

¹ The parties acknowledge that as of the date of execution of this Agreement, IELRB Case No. 2017-UC-0015-C for Unit Clarification remains pending. Once a final decision in such case is rendered, the effects of the decision shall be incorporated into this Agreement.

Article 3

STATUS OF THE AGREEMENT

Section 3.01. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

Section 3.02. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, procedures, rules and/or regulations that may be in effect from time to time, the written terms of the Agreement, for its duration, shall be controlling as to Bargaining Unit Faculty.

Section 3.03. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law and regulations, such legal obligations thus imposed shall be controlling.

Article 4
ASSOCIATION RIGHTS

Section 4.01. Exclusive Representative. In accordance with Article 2 of this Agreement, the Association is the exclusive bargaining representative for Faculty covered by this Agreement.

Section 4.02. Association Business.

Duly authorized representatives of the Association shall have access to University premises for the purpose of transacting Association business consistent with University policy, this Agreement, and the Illinois Educational Labor Relations Act.

Section 4.03. Dues Deduction.

The University agrees to provide a single omnibus payroll deduction per pay period for the purposes of Association dues, contributions to the Illinois Political Action Committee for Education (IPACE), and contributions to the NEA Political Action Committee (NEA-PAC), upon receipt of written authorization from a member of the Bargaining Unit. Such authorization must be executed by the member and may be revoked by the member at any time by giving written notice to the Association. The Association will promptly notify the University of any revocations. The University agrees to remit all deductions made pursuant to this section promptly to the Association together with an itemized statement showing the name of each member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

In the event a member's salary earnings within any pay period, after deductions for withholding retirement, health insurance, and other priority deductions, are not sufficient to cover the dues, contributions, or fees made pursuant to this section, it will be the responsibility of the Association to collect such dues, contributions or fees directly from the member.

Article 5

ADMINISTRATION RIGHTS

A. Except as agreed upon in this Agreement, it is understood and agreed that the Board, on behalf of the University, 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.

B. Neither the Faculty Association nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

Article 6

NO STRIKES AND NO LOCKOUTS

Section 6.01. No Strikes. During the term of this Agreement, neither the Association nor its officers or agents, nor any of the members of the Bargaining Unit covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike). In the event of any violations of any provisions of this Section by the Association members, including concerted refusal to work, or any other concerted and intentional interruption of the functions of the University, the Association shall, upon notice from the University, immediately direct such Faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 6.02. No Lockouts. During the term of this Agreement, neither the University nor its administrative agents will lock out any members of the Bargaining Unit covered by this Agreement. In the event of any violations of any provisions of this section by the University or its administrative agents, the University shall, upon notice from the Association, immediately direct such administrative agents, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Article 7

GRIEVANCE PROCEDURE

Section 7.01. Definition. A "grievance" is a dispute or disagreement raised during the term of this Agreement by a Faculty member(s), and/or the Association on behalf of a Faculty member(s), against the University involving an alleged violation of one or more provision(s) set forth in this Agreement as well as alleged violations of policies related to Discipline and Dismissal, Promotion in Academic Rank, Tenure Policy and Guidelines, Faculty Performance Evaluation and Salary Increase Plan affecting:

- a. A Faculty member;
- b. A class of similarly situated Faculty members; or
- c. Specific Association rights under this Agreement.

The filing of such grievance shall be in writing.

The term "level" refers to the Administrator involved in the grievance. Level 1 refers to the Dean (or designee). Level 2 refers to the Provost (or designee). Level 3 refers to the Chancellor (or designee).

Section 7.02. Authority to File a Grievance. The following parties shall be authorized to file a grievance:

- a. The affected Faculty member(s) and/or the Association on behalf of the affected Faculty member(s);
- b. The Association on behalf of a class of similarly situated Faculty members who have a grievance involving facts in common and alleging a violation of the same provision or provisions of this Agreement as defined in 7.01; or
- c. The Association on behalf of any/all members, for those grievances as defined in 7.01.

Any Faculty member(s) may file a grievance and have it resolved without the intervention of the Association. Any such grievance resolution shall be consistent with the terms of this Agreement. Unless approved by the Association, any such resolution shall not be precedent setting.

The Association may elect not to file a grievance in instances where an affected Faculty member(s) does not request or authorize Association assistance. This election not to file a grievance shall not set precedent for future instances involving similar facts and circumstances.

For alleged violations of University policy or procedures, which are not "grievances" as defined in Section 7.01 of this Article, the mechanism for adjudicating such issues shall be the grievance and/or complaint processes outlined in University policy and Board statutes. In such cases, Faculty shall be permitted to have an Association representative advocate on their behalf during such dispute processing.

Section 7.03. Time Limits. Time limits throughout this Article referring to "days" will mean calendar days. Periods of University closure are not counted in the time limits.

If a grievance is not filed by the Grievant(s) within the time limits set forth below, the ability to file such grievance shall be considered "waived" and may not be pursued further. If a grievance is not appealed by the Grievant(s) to the next level of the grievance procedure within the specified time limit or any agreed extension thereof, it shall be considered withdrawn without prejudice by the Association. If the University does not answer a grievance within the specified time limits or any agreed extension thereof, the grievance may be considered denied at that level and automatically appealed to the next level.

During the term of this Agreement, once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15, and between May 15 and August 15, upon mutual written agreement. This shall not prevent the parties from mutually agreeing, in writing, to extend time limits at any other time.

Section 7.04. Informal Process. The Parties acknowledge that it is desirable for Faculty and the University to resolve problems through free and informal communications. Any Grievant or the Association may elect to forego the informal process and move directly to a formal grievance.

In this informal process, the Grievant(s) or Association may elect to speak with the lowest appropriate administrator (or designee) with authority to resolve the grievance. Members of the Bargaining Unit may choose to seek informal advice from any University resource. Nothing in this agreement shall prohibit members of the Bargaining Unit from resolving a dispute through this informal resolution process, provided such resolution is consistent with the terms and conditions set forth in this Agreement.

At any such informal meeting, the Faculty member(s) may be accompanied by a Representative of the Association and the administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may also attend any such informal grievance meeting.

In the event the dispute is resolved through the informal process, the resolution shall not be precedent setting. In the event the dispute is not resolved through the informal process, the parties agree that this Article shall govern the filing and processing of grievances.

Section 7.05. Formal Grievance Procedure. In the event the grievance is not resolved through the informal process outlined in Section 7.04, the parties agree to the following governing principles for the filing and processing of formal grievances:

- a. A grievance will be filed at the lowest administrative level (Level 1: Dean or designee) and proceed sequentially through the three levels, excepting only a grievance involving an action that occurred at the Provost's level, in which event the grievance shall be filed at the Provost's level (i.e., Level 2) or a grievance involving an action that occurred at the Chancellor's level, in which event the grievance shall be filed at the Chancellor's level (i.e., Level 3). The parties may, by mutual written agreement, skip Levels in a specific instance.

- b. The Grievant(s) shall submit the grievance in writing to the appropriate administrative level, specifically indicating that the matter is grievable. The written grievance shall contain a statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested.
- c. All formal grievances must be filed no later than ninety (90) days from the date of the first occurrence of the matter giving rise to the grievance, or within ninety (90) days after the Grievant(s), through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The parties may, by mutual written agreement, extend the time limit for filing a grievance. Neither the University nor the Association shall arbitrarily and/or unreasonably refuse to agree to an extension.
- d. A meeting shall be held at the administrative level at which a grievance is filed between the administrator (or designee) at that level, the Grievant(s), and, if requested by the Grievant(s), an Association representative. The Grievant(s), Association and/or administrator may invite an additional person or persons to participate in the meeting, provided the name(s) is/are given to the other party at least the day prior to the meeting.
- e. If a grievance is appealed to Level 2 and/or Level 3, the Grievant(s) and/or the Association representative may submit additional information or arguments in support of the grievance as filed.
- f. At Level 3, the Chancellor (or designee) shall respond to the grievance appealed to Level 3. However, if the grievance involves an action that occurred at the Provost's level, the Provost (or designee) shall have the right to respond to the grievance and if it is not resolved at the Provost's level, it may be appealed to the Chancellor.

Depending upon the administrative level at which the grievance is filed, the grievance shall be processed as follows:

LEVEL 1: Dean: Disputes at the Department or College/School Level

The Dean (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fourteen (14) days of the grievance filing. If no written settlement of the grievance is reached, the Dean (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.

LEVEL 2: Provost: Appeal of a Level 1 Decision or Disputes at the Provost Level

- a. Initiation of Grievance at Level 2 (Provost). If the grievance is initially filed at Level 2, the Provost (or designee) shall meet with the Grievant(s), and, if requested by the Grievant(s), an Association representative, to discuss the grievance within fourteen (14) days of the filing of the grievance. If no written settlement of the grievance is reached, the Provost (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.

- b. Appeal of Grievance to Level 2. If the grievance was filed at Level 1 and was not resolved to the satisfaction of the Grievant(s) and/or the Association at Level 1, and the Grievant(s) wishes to appeal the grievance to Level 2, it shall be submitted by the Grievant(s) or the Association, in writing, to the Provost (or designee) within fourteen (14) days after receipt of the Dean's answer in Level 1, and a copy of said appeal shall be provided to the Dean. The appeal shall state the basis upon which the Grievant(s) believes the grievance was improperly denied at the previous Level in the grievance procedure. The Grievant(s) shall also attach a copy of the original complaint and all documents supporting the grievance. Within fourteen (14) days of the appeal, the Provost (or designee) shall conduct a meeting to discuss the grievance with the Grievant(s) and/or an Association representative. The Provost (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following the date on which the Level 2 meeting was held.

LEVEL 3: Chancellor: Appeal of a Level 2 Decision or Disputes at the Chancellor's Level

- a. Initiation of Grievance at Level 3 (Chancellor). If the grievance is initially filed at Level 3 because the action that gives rise to the grievance occurred at or above the Chancellor's level, then the grievance shall be filed with the Chancellor (or designee). In such event, the Chancellor (or designee) shall meet with the Grievant(s) and an Association representative, to discuss the grievance within fourteen (14) days of the grievance filing. If no written settlement of the grievance is reached, the Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following such meeting.
- b. Appeals of Grievance to Level 3. If the grievance was initially filed at Level 1 or Level 2 and was not resolved to the satisfaction of the Grievant(s) and/or the Association at the prior level(s), and the Grievant(s) and/or the Association wishes to appeal the grievance to Level 3, it shall be submitted by the Grievant(s) and/or the Association, in writing, to the Chancellor (or designee) within fourteen (14) days after receipt of the answer of the administrator at Level 2. This appeal shall include the answer of the Provost (or designee) as provided in Level 2 (above) and a copy shall be provided to the administrators at all the prior levels. The appeal shall state the basis upon which the Grievant(s) and/or the Association believes the grievance was improperly denied at the previous level in the grievance procedure. The Grievant(s) and/or the Association shall attach a copy of the original complaint and all documents supporting the grievance and appeals at previous levels. Within fourteen (14) days of the appeal, the Chancellor (or designee) shall conduct a meeting to discuss the grievance with the Grievant(s) and an Association representative. The Chancellor (or designee) shall provide a written answer to the Grievant(s) and the Association within fourteen (14) days following the date on which the meeting was held.

Section 7.06. Arbitration. If the grievance is not settled at Level 3 and the Association wishes to appeal the grievance from Level 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, by notifying the Chancellor (or designee) in writing

within fourteen (14) days of receipt of the written answer of the Chancellor (or designee) as provided to the Association at Level 3:

- a. Association and University representatives shall attempt to agree upon an arbitrator within twenty-eight (28) days after the University's receipt of the Association's notice of referral. In the event the parties are unable to agree upon the arbitrator within said twenty-eight (28) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may require that the panel be comprised entirely of members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the University and the Association shall have the right to strike two (2) names from the panel, utilizing the alternate strike method, with the requesting party striking the first member from the panel. The person remaining shall be the arbitrator.
- b. The arbitrator selected shall, with the assistance of the parties, set the time and place for the hearing, subject to the availability of Association and University representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. The hearing shall be held on the SIUE campus or at another mutually agreed upon location.
- c. The University and the Association retain the right to be represented by representatives of their own choosing. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), such dispute shall be decided by the arbitrator selected by the parties.
- d. The arbitrator shall submit their decision in writing within forty-two (42) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the University and the Association. Each party shall be responsible for compensating its own representatives and expert witnesses.

Section 7.07. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws, or of rules and regulations of regulatory agencies that have the force and effect of law. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines the Faculty member is not

receiving the appropriate salary, but the arbitrator may not award other monetary damages or penalties. Any decision or award of the arbitrator shall be final and binding upon the University, the Association, and the Faculty members covered by this Agreement.

Section 7.08. Information. Either party may request information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and why it is relevant to the grievance in question. The party to whom the request is made shall fulfill the request, or provide a written rationale why the request cannot be fulfilled in full or part, within five (5) business days. Such five (5) business days shall be extended another five (5) business days if requested. Neither the University nor the Association shall arbitrarily and/or unreasonably refuse to agree to a further extension, if necessary. Nothing herein is intended to require either party to collate or compile information for the other party, as opposed to providing relevant information or documents that already exist or reasonable access to such information or documents. If there is any dispute over providing information pursuant to this Section, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the grievance, if the grievance has been referred to arbitration.

Section 7.09. Filing of Materials. All records related to a grievance shall be filed separately from a Faculty member's official personnel file, excepting only a grievance document, resolution, or arbitration award that changes a personnel record in the Faculty member's official personnel file or might form the basis for a future personnel action involving the Faculty member.

Section 7.10. Miscellaneous. No member of the Bargaining Unit who is serving as a Department Chair/Program Director shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in Section 7.05.

The parties acknowledge that during the term of this Agreement, any Faculty member or group of Faculty may at any time present grievances to the University and have them resolved without the intervention of the Association, as long as the resolution is consistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such resolution.

Grievant(s), witnesses, and an Association representative may participate in the processing of a grievance in accordance with the provisions of this Article without loss of compensation. Meetings related to grievances shall be held at mutually agreed upon times and places.

Section 7.11. Mediation. Mediation may be used at any level in the grievance process. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties may, by mutual agreement, submit the grievance to mediation. The time period for such processing shall be stopped during the period of mediation.

In such event, the University and the Association shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service, or a private mediator mutually

agreed upon between the Board and the Association, to assist in resolving the grievance. In the event the University and the Association mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the University and the Association. At the specific request of the mediator, other Faculty and/or administrators may be invited to assist in the resolution of the grievance.

Any offers of compromise or settlement discussions that occur during mediation shall be inadmissible in any subsequent proceeding, including any arbitration hearing. If, following at least two (2) meetings between the parties and a mediator, or fourteen (14) days following the onset of mediation, the grievance has not been resolved, the grievance shall be processed in accordance with the grievance and arbitration procedure set forth in this Article.

Article 8
SALARIES

Section 8.01. Salaries for Fiscal Year 2017. The salaries of Faculty for the University's 2017 fiscal year shall be as follows:

The base salaries of Faculty for the University's Fiscal Year 2017 shall be increased by two (2) percent. For this increase in base salary for FY 2017, faculty members must have been employed as of April 1, 2016, and continuously on the payroll as of the date of full ratification of this Agreement.

Section 8.02. Salaries for Fiscal Year 2018. The salaries of Faculty for the University's 2018 fiscal year shall be as follows:

The base salaries of Faculty for the University's Fiscal Year 2018 shall be increased by two (2) percent. For this increase in base salary for FY 2018, faculty members must have been employed as of April 1, 2016, and continuously on the payroll as of the date of full ratification of this Agreement.

Section 8.03. The increases described in this Article constitute the full and final salary adjustments for the years up to and including June 30, 2018.

Article 9

GENERAL PROVISIONS

Section 9.01. Policies and Procedures. During the period of this agreement, the University agrees not to make any changes to policies and procedures currently in place for Bargaining Unit members that are mandatory subjects of bargaining, without bargaining such changes with the Association.

Section 9.02. Insurance, Retirement, and Benefits. Existing University benefits will remain in effect during the period of this Agreement, unless changes are made by SURS, CMS, state or federal law.

Section 9.03. Leaves of Absence. Current University policies and procedures regarding leaves of absence shall be continued without change for the duration of this Agreement, unless such changes are bargained with the Association.

Section 9.04. Reprimand, Discipline, Discharge. Current University policies and procedures regarding discipline shall be followed during the duration of this Agreement and the University agrees that Association representatives shall be permitted to represent all Bargaining Unit Members. No Bargaining Unit member shall be reprimanded, disciplined, or discharged without just cause.

Section 9.05. Access to Personnel Records. A Faculty member shall be provided with access to the non-confidential materials in their personnel files in accordance with the Board's written policy and procedure governing access to personnel files.

A Faculty member shall be provided a copy of any evaluative or critical material that is placed in their personnel file after the effective date of this Agreement. The Faculty member shall have the right to respond in writing within ten (10) calendar days after a Faculty member receives such material and any such response shall be attached to the material. No evaluative or critical material that has been placed in a Faculty member's personnel file after the effective date of this Agreement may be used against a Faculty member in any legal proceeding, unless the Faculty member has been given a copy of such material and has been given the opportunity to provide a timely response to such material as provided herein.

Section 9.06. Safety and Health. The Board shall comply with applicable federal or state health and safety statutes. The Faculty shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

Section 9.07. Classrooms. The University shall provide a safe classroom appropriate for the discipline.

Section 9.08. Salary Counteroffer. Notwithstanding any other provision of this Agreement, the University retains the right to make and implement counteroffers to individual employees during the term of this Agreement in order to retain qualified faculty.

In the event a counteroffer is made to the Faculty member by the University and accepted by the Faculty member, the Association President will then be sent a copy of the letter of offer from the outside institution and relevant correspondence between the Faculty member and the University.

On or before July 15 of each fiscal year, the Association President will be given a report that sets forth the names of all Faculty members who have requested counteroffers and results of the requests.

The approval of or failure to approve an increase under this article shall not be subject to the Grievance Procedure in this Agreement.

Article 10

ENTIRE AGREEMENT

The provisions of this Agreement upon ratification supersede all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitute the complete and entire agreement between the parties.

The parties agree to enter into bargaining over a successor Agreement promptly after this Agreement is ratified by both parties.

This Article does not waive the Association's right to bargain over any mandatory subject of bargaining that is not covered or referred to in this Agreement if the University is considering a change during the term of this Agreement.

Article 11

SAVINGS

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section, or portion thereof specified in the agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 12

TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2017, and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2018. This Agreement shall automatically be renewed from year to year until the parties reach a final agreement.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' advance written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before June 30, 2018, or the anniversary date of a subsequent year as set forth in the preceding paragraph.

Signed and agreed to this 13 day of December, 2017.

SIUE Faculty Association, IEA-NEA



Kimberly K. Archer, President

**Board of Trustees
Southern Illinois University**



Randy Dunn, President
Designee for the Board of Trustees