

**UIC UNITED FACULTY  
CONTRACT HANDBOOK  
Fall 2019 Edition**

**CONTENTS**

About This Handbook - Page 2

Academic Freedom - Page 3-4

Appointment and Reappointment - Page 5-6

Discipline and Dismissal - Page 7-8

Evaluations - Page 9-10

Grievances - Page 11-12

Life Changing Events - Page 13-14

Professional Development - Page 15-16

Raises and Shared Governance - Page 17-19

Technology - Page 20-21

Workloads - Page 22-23

## **ABOUT THIS HANDBOOK**

Negotiating and enforcing a fair contract is at the heart of what we can do as a union to improve the lives of our members. This handbook is designed to help explain the practical applications of our contract in a way that is accessible and easy to understand for our stewards and members. Of course, just as our contract has evolved over the years, so too has our understanding of how best to apply it in day-to-day circumstances. While this guide can't anticipate every situation, we hope it will serve as a baseline for understanding your rights, and how to protect them.

If you are reading this handbook because you are facing an immediate issue or concern, we strongly recommend contacting the union ASAP. Grievances, should we feel the need to file one, must be pursued within a limited window of when an event takes place, or a problem is discovered. Beyond that, while self-advocacy often plays a key role in ensuring members' rights are respected, the strength of the union truly shines when we work together. Remember, you don't have to face workplace issues alone. Experienced Grievance Team members and professional staffers are here to help. If you are a member, it is often easiest to direct inquiries to your [College Representative](#), but you can also send a confidential email to us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com), and we will assign a team member or members to work with you. We try to respond to all inquiries within 1 working day of having received them.

Finally, if you are a College Rep, or a member concerned with issues affecting your entire academic unit, (example: your unit lacks an effective shared governance structure), UICUF staff can set up trainings or group meetings tailored to your units needs. We encourage you to consider this option, whether you are facing an immediate problem, or simply want to build your understanding of your rights under our union contract.

We hope you'll find this handbook useful, and invite you to email us with questions, comments, or ideas for future content at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

## ACADEMIC FREEDOM

- Academic freedom and individual freedom of speech are broadly protected in our contract and UI Statutes
- Seeking remedies for potential violations of these principles presents unique challenges
- Regardless of remedies specific to violations of academic freedom, inappropriate discipline may be grievable under the union’s current contract language
- This entry refers to Articles X, XI and XV of the 2018-2022 [NTT contract](#) and [TT contract](#)

It will probably come as no surprise that the rights and protections collectively known as Academic Freedom are very important to faculty at UIC. In fact, it was one of the most popular issues in our 2017 bargaining survey, with 62% of respondents regarding it as a major priority for the union and university, second only to the protection of tenure lines. Delving into the comments section of that survey, however, revealed that there is a lot of disagreement about what exactly academic freedom means, and what it should protect.

In this section, we will address what specifically is in our contract, and what you can and can’t do if you feel your academic freedom is being violated. There are myriad other resources on this topic, including the [UI Statutes](#), and the authoritative [AAUP statement on academic freedom and tenure](#), if you want to learn more about how the UI system and the academic community define these critical freedoms. As we will discuss, there are unique challenges involved in addressing violations of academic freedom. However, we encourage you to contact us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) if you have such concerns, particularly if they involve inappropriate disciplinary action.

### **What does our contract have to say about academic freedom?**

Referencing our contract, Article X.A essentially acknowledges and restates university policy:

*“It is the policy of the University to maintain and encourage full freedom within the law of inquiry, discourse, teaching, research, and publication and to protect any member of the bargaining unit against influences, from within or without the University, which would restrict the member’s exercise of these freedoms in the member’s area of scholarly research and interest.”*

Here we get a broad claim of protection for academic activities, with some specificity to a faculty member’s area of scholarly research. Article X.B further affirms basic freedom of speech principles, with a notable word of caution:

*“As a citizen, a faculty member may exercise the same freedoms as other citizens without institutional censorship or discipline. A faculty member should be mindful, however, that accuracy, forthrightness, and dignity befit association with the University and a person of learning, and that the public may judge that person’s profession and the University by the individual’s conduct and utterances.”*

So you can theoretically say what you want in context as an individual, let’s say on your personal social media account, but the university makes explicitly clear that they don’t have to like it. And herein is the tricky part.

### **What If My Academic Freedom Is Violated?**

Currently, you can report academic freedom violations, such as being censored or disciplined by the university for expressing a particular view or opinion, to the University Senate. Per Article X.C of the contract:

*“A faculty member who believes that they do not enjoy the academic freedom which is the policy of the University to maintain and encourage shall be entitled to a hearing on written request before the Committee on Academic Freedom and Tenure of the campus Senate. Such hearing shall be conducted in accordance with established rules of procedure. The Committee shall make findings of facts and recommendations to the President and, at its discretion, may make an appropriate report to the Senate. The several committees may from time to time establish their own rules of procedure.”*

Reading this, you might quickly notice that there is no mention of actual remedy should the committee assigned to investigate find that a violation took place. In fact, there is no suggestion that the person making the complaint will even be informed of the findings of this committee. The only guarantee is that the committee will make a report to the university President. There is no requirement for either the President or the Senate to act on the committee’s findings.

### **Is There Anything Else I Can Do If I’m Disciplined Inappropriately?**

While there isn’t a lot of comfort to be found in the article on academic freedom itself, we do have some remedies available for members who feel they’ve been inappropriately disciplined in violation of their academic freedom. Specifically, if action is taken against a faculty member, our [new language on discipline in Article XV](#) of the contract requires that discipline take a certain form, which must be progressive and transparent (so it should be clear you are being disciplined, and why). If faculty are disciplined in a way that is counter to this due process, in violation of academic freedom or for any other reason, a grievance may be filed on this basis. Thus, it’s possible to fight inappropriate disciplinary action that contravene academic freedom, regardless of the senate’s findings.

### **Can We Do Anything To Bolster Academic Freedom Protections?**

If you find the protections offered by current university policy to be less than convincing, you are not alone. While we fought to add both more transparency, and meaningful remedies to this process via our contract, Administration was adamant that these issues can only be decided in the University Senate. This is among several issues we intend to pursue in the Senate, and we are now in the process of developing a Senate Caucus to address concerns that were not remedied through contract negotiations. We also have a Committee on Shared Governance and Academic Freedom which is charged with the task of monitoring the state of academic freedom across the university, and educating faculty on their rights. If you want to get involved, either by joining the Committee or the Senate Caucus, please email us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

## APPOINTMENT AND REAPPOINTMENT

- Improved contract guidelines around appointments/reappointments means greater job security for NTT Faculty
- Our new contract provides for advanced letters of appointment, to be offered earlier than in previous years – The first notification deadline is June 1, the fall-back deadline is July 16
- Our contract also reduces time to multi-year appointments, requires and requires timely evaluations of faculty
- This entry refers to Article IX of the [NTT contract](#).
- Rules for Tenure Track appointments can be found in the [TT contract](#) and UI Statutes

Appointment and reappointment procedures are at the core of defining job security for NTT faculty. In particular, reliable notification timelines, and multi-year appointments can give faculty peace-of-mind, while creating a more collegial atmosphere where faculty feel comfortable and secure in their positions. To maximize stability for our members, our contract provides for advanced notification when an appointment is to be offered, as well as guaranteed timelines to multi-year appointments.

### **When Should I Be Informed That I Am Being Reappointed?**

Academic units should inform NTT faculty by June 1st of each year whether they are being reappointed to their position. HOWEVER, an academic unit may choose to postpone this notice until as late as July 16th (this deadline is improved over the August 1st deadline in our previous contract). In the case of postponement, the academic unit still needs to inform the faculty member by June 1 that they have opted to postpone their decision.

If you do not receive your notice in a timely manner, contact us ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **Should I Expect A Letter Of Reappointment If I am Part Way Through a Multi-Year Appointment?**

While some departments may choose to give reappointment letters to faculty in the middle of a multi-year appointment, they are not required to do so. If you are, for example, going into year 2 of a 3 year appointment, you may not get a new letter. You should still receive a Notice of Appointment from the Board of Trustees in August for the current academic year, though this notice won't necessarily note your multi-year status.

### **When Am I Eligible For A Multi-Year Appointments?**

The timeline to receive multi-year appointments have changed under the new contract. After four years of consecutive employment, OR upon promotion, whichever comes first, NTT faculty will get *at least* a two-year appointment. After six years, an NTT faculty member will get *at least* a three-year appointment. If the maximum appointment length changes in the UI statutes (currently three years), anyone on a three-year appointment will get the new maximum upon their next reappointment. An NTT faculty member can be offered longer appointments up to the current 3-year maximum set by university statute at any time, at the discretion of their academic unit.

These multi-year appointments cannot be withheld, nor can timelines be extended for any reason, provided that the individual is consecutively employed for the requisite number of years, and is reappointed for the new term.

While this significantly improves job security, it is not the same as tenure, and does not guarantee reappointment.

### **Do Title Changes Affect My Time Towards Multi-Year Appointments?**

No, under the current contract, title changes do not reset the clock toward multi-year appointments or promotions. This includes conversion from a visiting to a permanent position, so time spent as a visiting faculty member will count toward your multi-year appointment and promotion timelines, per Article IX.A.4 of the [NTT contract](#), though you must hold a title *without* a visiting modifier at the time you apply for a multi-year appointment.

### **Am I Entitled To An Evaluation?**

Yes, all full-time (51%+ appointment) faculty are entitled to a formal and transparent evaluation each year. This should give NTT faculty a clear idea of where they stand, and provide data for merit, promotion, and reappointment decisions. See our later [Know Your Contract article on evaluations](#) for more details on how they should work.

### **Where Are Reappointment Procedures Specified?**

Reappointment procedures MUST be outlined in your unit bylaws under Article IX.B.1 of the new contract. If an academic unit does not currently have a written policy, it is their responsibility to develop one. Contact your department/division/college for more information about unit bylaws regarding the reappointment process. If your unit refuses to provide such policies, contact us ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **Where Can I Find This Information In My Contract?**

Contractual rights regarding appointment and reappointment are described in both [non-tenure track](#) and [tenure track](#) contracts, which can be viewed on our website. Specific references to the rights described above are found in the NTT contract, Article IX: Appointment, Reappointment, Promotion, Layoff, and Recall.

## DISCIPLINE AND DISMISSAL

- UICUF's contract strengthens provides clear due process for NTT faculty
- Discipline must be for cause, and must follow the steps outlined in the contract
- By law, you have the right to union representation. Don't forget your [Weingarten Rights!](#)
- This entry refers to Article XV of the [NTT contract](#). TT disciplinary rules can be found in the [TT contract](#) and [UI Statutes](#)

In recent contract negotiations, UICUF was able to negotiate stronger and clearer protections for due process in disciplinary proceedings. For the purposes of this article, we will be focusing on the NTT faculty rights defined in our contract, as well as the universally applicable Weingarten Right to union representation. TT faculty's rights regarding discipline and dismissal follow the guidelines described in TT contract, and the university statutes.

While the vast majority of faculty will never have to worry about discipline and dismissal processes, UICUF strongly encourages our members to know their rights, starting with the right to representation. Below, we explain language used in the contract, and answer some of the most common questions, however, this is not meant to exhaustively address rights, procedures, or outcomes in disciplinary proceedings. If you are facing disciplinary action, we highly recommend you contact us ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) for assistance.

### **What Should I Do If I Think I'm Being Disciplined?**

The most important thing to do if you are, or think you are, being disciplined is to assert your [Weingarten Rights](#). These rights, upheld by national labor law, assert that you are entitled to union representation in "investigatory meetings," meaning meetings that may lead to disciplinary action. You can download a printable "[Weingarten Card](#)" with an appropriate statement to assert these rights, and keep it in your workspace if desired.

Beyond this, we recommend members keep detailed notes of any disciplinary circumstance, and contact UICUF ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com). These notes can be used to corroborate events and offer a clear picture potentially months down the line when memory may be less reliable.

### **What Can and Can't I Be Disciplined For?**

Owing to the exceptional diversity in how departments are run and the nature of work conducted within each department, our contract does not explicitly address what conduct might constitute an infraction. Department bylaws, UI Statutes, state policies, etc., may inform proper and improper conduct, but whether discipline is being applied for appropriate reasons can only truly be determined on a case-by-case basis.

### **What Does "Positive Progressive Discipline" Mean?**

Positive Progressive Discipline is now clearly defined in our contract to mean:

*"discipline intended to correct deficiencies when possible... a reasonable process under the circumstances is required to impose discipline for just cause. Progressive discipline is based on the idea that as offenses occur appropriate discipline will be administered in a progressive manner."*



So discipline should be “positive” meaning corrective rather than solely punitive, and it should be progressive, meaning it follows appropriate steps (see below for steps). Only in extreme cases may discipline be applied in a manner that is not positive and progressive.

**What Disciplinary Steps Are My Administrators Required To Follow?**

Per the new contract, your administrators must follow clearly defined steps in a disciplinary process, barring extreme circumstances. These steps are designed to protect faculty’s right to due process, and to ensure that faculty understand when discipline is being applied and why.

The steps are (1) verbal counseling, (2) letter of warning, (3) suspension, and (4) dismissal. You may assert your right to union representation at any and all of these steps by stating your Weingarten Rights and contacting the union at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

**What Is “Verbal Counseling” In Disciplinary Procedure?**

The first stage of progressive discipline should be verbal counseling. This counseling must include a clear statement that this conversation is disciplinary in nature, and must include a clear reason for the discipline being contemplated. You may, upon being notified that an investigatory or disciplinary meeting is taking place, assert your Weingarten Rights and contact the union for representation at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

**Does Prior Discipline Affect The Process/Steps For Future Infractions?**

Yes, but only within a limited timeframe. Written warnings are considered effective for up to two consecutive semesters for the purpose of continuity of the disciplinary process, so an infraction in your first year of employment cannot be used to justify immediate suspension or dismissal in your fourth year. Prior discipline can, however, be recalled to establish patterns of behavior when contemplating disciplinary action.

**Can I Be Suspended/Placed On Leave During A Disciplinary Investigation?**

Yes, within certain limits. It is understood that depending on the seriousness of the offense, a faculty member may be removed from their duties while an investigation takes place. Such a removal must be in the form of *paid* leave. You should contact the union at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) immediately if you are placed on leave pending an investigation.

## EVALUATIONS

- Faculty are entitled to a formal yearly evaluation with a defined, transparent process
- Evaluations must be considered in major decisions including raises and promotion
- Student feedback (SIT Scores) cannot be used in isolation as a basis for evaluation
- Faculty have a right to review and add to their permanent file where evaluations are kept
- This entry refers to Articles IX, XVII of the [NTT contract](#) and [TT contract](#) and Faculty Affairs Policies, Procedures and Guidelines [Section 701](#) and [Section 702](#)

At UIC, evaluations play an important role in faculty members' lives, and for that reason, ensuring that they are conducted appropriately and used in the ways they were intended is equally important to UICUF. As a faculty member, you have a right to timely and appropriate evaluations, and to having these evaluations considered in critical decisions about your employment conditions at the university.

In this section, we will explain the policies and guidelines governing evaluations, and try to answer some of the most common questions. This entry is not intended to cover these topics exhaustively, and if you have further questions or concerns about evaluations, you are encouraged to contact us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **How Often Are Evaluations Required?**

Per our contract and university policy, faculty with at least 50% appointments must be evaluated annually. Since evaluations may be relevant to decisions concerning merit raises, promotion, retention and tenure, UICUF considers a failure to perform timely evaluations to be potentially harmful to faculty members' standing and long-term career prospects at the university. We therefore highly encourage members to actively participate in their yearly evaluations, and to contact us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) if you have any concern about the timeliness of your evaluation.

### **How Are Evaluations Performed?**

As in many cases regarding procedure across diverse academic units, each department's full evaluation process will be unique to that unit. However, per university policy [FPPG Section 701](#) all units must allow faculty to include a self-assessment, must include an assessment by the unit's executive officer, and must submit the final evaluation to the faculty member in writing. Further each unit must describe in writing their procedure for evaluations, which itself must be reviewed every 5-7 years with input from faculty.

This procedure should be transparent and available to faculty members, so UICUF encourages faculty to request information on these procedures from their own academic unit. If you have any trouble obtaining information on how your annual review is to be performed, or are concerned that the written process is not being followed, contact UICUF for assistance.

### **Can Student Evaluations Be Considered In My Evaluation?**

Yes, but within limits. University policy ([FPPG Section 702](#)) states at length the concerns surrounding the reliability of such measurements. As such, student evaluations may not be used in isolation as an instrument for evaluation. Our contract further stipulates that these metrics can't be used in isolation to make decisions regarding raises, promotions or the awarding of tenure.

**What Can Evaluations Be Used For?**

It is important to note that evaluations not only *can* be considered in decision-making, they *must* be considered for certain decisions. Per Article IX.D.1 of our contract:

*“The purpose of the annual evaluation is to recognize and record the accomplishments of each member and to make judgments regarding the significance of these accomplishments, which judgments shall form part of the basis for assigning salary increases, recommending promotion, and the awarding of tenure.”*

Faculty can and should expect their evaluations to be used for decisions regarding raises, promotion and tenure, which is why it is important that evaluations be performed in a timely and appropriate manner. Faculty who do not receive evaluations risk losing recognition for their work and accomplishments when these key employment decisions come up.

**Can I See My Evaluations?**

Yes, faculty are entitled to access, and to add comments to, their personnel files, which should contain the record of their annual evaluations. Faculty members can request access to these files from the campus Human Resources office.

**Can I Contest Or Grieve A Bad Evaluation?**

No, you can't contest or grieve bad evaluations, though you may be able to contest or grieve an evaluation that is performed inappropriately, or a decision made without consideration of an evaluation. Essentially, you can contest process, but not outcome. If you feel your evaluation was not performed appropriately, contact UICUF at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) ASAP for assistance.

## GRIEVANCES

- Grievances are a formal way to seek redress when the university violates the contract.
- UICUF can assist in securing informal resolutions where possible, but faculty should still be mindful of the 30-day deadline to file a grievance.
- We recommend faculty consult with UICUF ASAP to assess and preserve your options.
- UICUF will NOT file a grievance on your behalf without your consent.
- This entry refers to Articles XVIII of the 2018-2022 [NTT contract](#) and [TT contract](#)

This section explores grievances, both as they are described in our contract, and as they work in reality. Grievances can be intimidating, especially if you are in a situation serious enough to potentially warrant one, but they are also an important mechanism for enforcing the contract and empowering members when informal efforts fail. The first thing to remember when you're in such a situation is that you are not alone; your union is here to help.

UICUF strongly recommends that faculty consult with a union representative as soon as possible if they believe they have cause to file a grievance, or are unsure of how to proceed. Given the complexity of the grievance process, and the unique nature of each individual grievance, this section should be used for reference only and should not be considered a substitute for professional assistance by your union. You can reach UICUF via your own [college representative](#) or via our general email address, [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) if you prefer. You can also feel free to contact Chief Steward Robert Johnston (History) at [robert.douglas.johnston@gmail.com](mailto:robert.douglas.johnston@gmail.com). It is best to use a non-UIC email account for these communications.

### **What Exactly Is a Grievance?**

In the context of our union contract, a grievance is a formal method for addressing contract violations. According to Article XVIII.A:

*“A grievance is defined as a complaint filed by an employee, a group of employees, or the Union alleging that the University breached a Section or Sections of this Agreement.”*

As stated, faculty, or the union itself, can file a grievance. It should also be noted that faculty can file with or without the participation of the union, though UICUF does not recommend proceeding without professional support. The UI system also has its own grievance procedure, which may be pursued instead of, or in parallel to, a contract grievance.

### **What If I'm Uncertain Whether My Concerns Are Grievable? Can UICUF Still Help?**

Yes! UICUF can offer assistance to members on a variety of issues, including ones that never rise to the level of filing a formal grievance. Indeed, a majority of requests for assistance that the union receives never result in a grievance being filed. The best thing to do if you have an issue you're uncertain about is to contact UICUF as soon as you are able. This is both to help you assess your options, but also to ensure that your option to file a grievance is preserved against filing deadlines.

### **How Long Do I Have To File A Grievance?**

According to Article XVIII.D, there is a 30-day deadline for filing a formal grievance from the time the issue/incident occurred, or from the time when it should reasonably have been discovered. This

means its critically important that you consult with UICUF immediately if you think you have such an issue. While a formal grievance may not be the best way to proceed, if you wait too long, it may no longer be an option.

### **If I File A Grievance, How Long Will It Take To Be Resolved?**

How quickly a grievance is resolved is highly variable. Some cases are settled almost immediately, but many more take months. In general, a grievance must be filed at Level 1—the academic unit level. Appeals after that include Level 2 (Dean) and Level 3 (Provost/University Labor Relations). Level 4, the final level, involves an impartial third-party arbitrator.

As you might expect, all of this can take a lot of time and effort, which is one of many reasons our union seeks informal solutions where possible. When a formal grievance is necessary, however, it's important to bear in mind that resolution may take considerable time.

### **What CANNOT Be Grieved (And What Else Can Be Done)?**

There are a number of issues explicitly described in our contract which cannot be addressed through the grievance process. Most commonly, these include determinations of pay/raise amounts, unfavorable evaluations, decisions not to offer promotion/tenure, or the findings of academic freedom inquiries.

HOWEVER, *the processes* by which the above kinds of decisions were arrived at are indeed grievable. So, while you cannot grieve, say, the amount of your merit raise, you may be able to grieve an inappropriate decision-making process. In this example, that may be a failure to perform an annual evaluation necessary to determine merit increases. That would in fact be a violation of the contract.

### **What If I Just Need To Talk Something Out?**

Even if a matter is not formally grievable, UICUF representatives are often able to offer suggestions or provide support in difficult or unjust professional circumstances. You should never hesitate to reach out!

### **LIFE-CHANGING EVENTS**

- All full-time faculty experiencing life-changing events are entitled to modified duties for up to 1 semester
- This option is available in addition to the use of any paid leave you have accumulated at UIC, and/or unpaid leave under FMLA
- Eligible circumstances include a new child entering the home, as well as a terminal condition or death in the immediate family
- This entry refers to article VI.B of the 2018-2022 [NTT contract](#) and [TT contract](#), university policy [FPPG Section 501](#), and the [Family & Medical Leave Act](#)

Faculty have a right to these accommodations, but since the laws and university policies governing them are broadly defined, the exact outcomes may differ depending on your circumstances. Also, given the mix of policies involved, thinking this through to best meet your needs can be a challenge. We have members experienced in navigating these policies who are able to assist you and advocate for you, so please reach out at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) for assistance.

#### **What Qualifies as a “Life-Changing Event”?**

Per [university policy FPPG 501](#), in the context of eligibility for modified duties a Life-Changing Event is defined as one of the following:

1. *A new child enters the home*
2. *A spouse/partner, child, sibling, or parent is diagnosed as having a terminal illness and requires intensive life-saving treatment or is in the end stages of the illness*
3. *Death of a spouse/partner, child, sibling, or parent*

So, while this type of policy is usually associated with the birth of a child, it’s actually significantly more expansive. It’s also important to note that these qualifying events aren’t open to debate or interpretation by your supervisor. If you fall into a qualifying category, they **MUST** work with you on accommodations if that’s what you want.

These circumstances are also typically eligible for consideration under the Family & Medical Leave Act, FMLA, which grants expanded options for taking paid or unpaid leave.

#### **When/How Long Can I Take Modified Duties?**

You are entitled to modified duties for up to 1 semester, typically within 12 months of the event in question. This can be in lieu of, or in addition to other leave you intend to take in relation to these circumstances, including paid or unpaid leave under the FMLA.

Under the FMLA, you’re entitled to 12 weeks of unpaid leave, some or all of which can be substituted with any paid leave you have at your disposal. At UIC, using paid leave time in this way is optional. So you might use the two weeks of paid sick days you have, a week of paid vacation time, and then take up to 9 additional weeks unpaid leave. You cannot be denied this time, nor can you be penalized, disciplined or fired for taking it.

**What Does “Modified Duties” Mean?**

Under university policy, you have to be given accommodations that make it possible for you to continue working in alternative capacities to those you normally perform.

There are some qualifications here. First and foremost, modified duties should be something you are actually capable of doing given your current circumstances. Equally important, you will keep your full pay. Your modified duties also should not entail a greater work commitment than what you are already doing, so you can't be asked to replace two classes with 40 hours of administrative duties, for example.

Beyond this, there is a great deal of flexibility in what might be considered as modified duties. This is owing to the fact that work across departments and job titles at a major university are incredibly diverse, and typically require case-by-case solutions. Typical alternate tasks often include research or service responsibilities for Tenure Track faculty, or various administrative duties for Non-Tenure Track faculty. Depending on your circumstances, the modifications might be as minimal as scheduling all of your on-campus duties on the same day to simplify balancing of care-giver responsibilities in your household. You and your unit executive officer can get creative with it, as long as the solution you arrive at is mutually agreeable.

Lastly, though it is not required, it's not uncommon for a unit executive officer to forgive up to one class worth of work time for a semester.

**What Is FMLA?**

FMLA is the Family & Medical Leave Act, which grants an array of rights and protections to people experiencing life-changing events like those described above. We touched incidentally on some aspects of FMLA, but it is a complex law, and we aren't going to be able to describe all of its implications here. You can visit the [FMLA area of the Department of Labor website](#) for more detailed information on this law.

## PROFESSIONAL DEVELOPMENT

- All faculty are contractually entitled to PD funds: \$600 for NTT | \$900 for TT
- All faculty may also be eligible for an additional \$600 for conference travel w/pre-approval
- Funds are in addition to, not in place of, funds provided by your college or department
- This entry refers to Articles VI.A.1.c and VI.A.1.d of the [NTT](#) and [TT](#) faculty contracts

UIC United Faculty members overwhelmingly favored negotiating for greater professional development funding in our latest contract. With our latest contract, we've added significantly to these funds, but we are also aware that the new provisions have raised questions among members and administrators.

In an effort to give faculty greater clarity, we've sought to answer some of the most common questions and misunderstandings. If you have further questions, or specific concerns about the implementation of these contractual rights, contact us ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **Who Gets Professional Development Funds?**

Every full-time faculty member in our bargaining unit, regardless of whether you are tenured, tenure-track, or non tenure-track, is contractually guaranteed professional development funds. You cannot be denied these funds on the basis of tenure status, and these funds must be in addition to any funding you are otherwise entitled to from your department.

### **How Much Funding Am I Entitled To?**

NTT faculty are entitled to \$600 per year, and TT faculty are entitled to \$900 per year. This has not changed from the last contract. However, all faculty may be entitled to an additional \$600 per year specifically for travel to professional conferences and meetings.

### **What Can I Use My Funding For?**

The base funds (\$600 for NTT/\$900 for TT) can be used for expenses related to research and/or teaching-related professional development, which should be outlined by your own department or college bylaws and policies. Typically, this money should be made available for conference registration and related travel expenses, professional associations and memberships, and subscriptions to relevant academic journals. Other uses may be approved by your department, so it's safest to check your department guidelines or confirm with your department's Executive Officer for pre-approval if you are uncertain that an expense will be covered.

The additional \$600 won in the latest iteration of the contract is available to all faculty, but its use is restricted to paying for travel related to professional conferences and meetings, and requires pre-approval by your department's Executive Officer (usually a Head/Chair) for use. Acceptance of an academic paper into a conference is not required for use of these funds.

### **When Can I Use These Funds/Can Funds Be Applied Retroactively?**

Typically, funds can be used any time, and are renewed at the beginning of the contract year, August 16th. It is, however, advisable to apply for reimbursement/pre-approval of funds prior to the end of the university's fiscal year, June 30th to ensure there are no complications with this funding.



Since the current contract is retroactive back to August 16th, 2018, faculty are entitled to apply PD funds to past expenses in some cases. You should be able to apply your base funds (\$600 NTT/\$900 TT) to eligible expenses retroactively to that date. The additional \$600 for conference travel, however, are unlikely to be applicable retroactively, as they would have had to be pre-approved before the money was spent. You may still take advantage of *all* funds in their full amounts for new expenses moving forward this year.

### **Can I Seek Additional Funding From My Department/Division/College?**

Yes, all funding pursuant to your contractual rights are provided *in addition* to any funds provided by your department/college, and should not be used as a replacement for said funds. Therefore, you may seek other funding as offered by your department to supplement these funds to which you are contractually entitled.

### **Are Funds Accrued Over Time Or Prorated Based On When They Are Used?**

No, the amount you are entitled to is not accrued over time, nor can it be prorated by your department. You are entitled to use the full amount of funding for the year, at any time during that contract year, for eligible expenses. This includes funds applied retroactively for the 2018-2019 academic year. As explained above, however, the additional \$600 for professional conference/meeting travel is unlikely to be made available retroactively, as it requires pre-approval, but you may use it in its full amount moving forward.

### **Can I Carry Over Funds From One Year To The Next**

No, professional development funds are use-them-or-lose-them. You must spend them before the end of the contract year, August 16th.

### **Where Can I Find This Information In My Contract**

Contractual rights to professional development funds are described in both [non-tenure track](#) and [tenure track](#) contracts, which can be viewed on our website. Specific references to these rights are found in articles VI.A.1.c and VI.A.1.d.ii of both contracts. For your convenience, we've reproduced them below:

#### *c. Professional Expense Reimbursements*

*Funds will be allocated each year of this Agreement so that each bargaining unit member shall receive up to \$600 (NTT) or \$900 (TT) for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. In the event that a bargaining unit member has an opportunity to travel for professional meetings/conferences, specific to their employment duties, then they may be eligible for an additional \$600. Pre-approval for the additional funding must be obtained from the Unit Executive Officer prior to the event and, if approved, will be reimbursed in accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.*

#### *d. Retroactivity*

*(ii) The increase to professional development expense reimbursement funds, as referenced above, shall apply retroactively only to expenses already incurred during the 2018-19 academic year up to the date this Agreement is executed.*

## RAISES AND SHARED GOVERNANCE

- Faculty have an important role to play in distribution of raises via shared governance
- Questions/concerns about the implementation of these processes should be directed to [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com)
- This section refers to Article VI.A of the 2018-2022 [NTT contract](#) and [TT contract](#)

The following is meant as friendly guidance to UICUF members and executive officers for implementing our current contract through shared governance, especially in regard to raise distribution.

### **General Guidance on Shared Governance**

The University Statutes lay out the governance structure of units within colleges including departments and schools. A common feature is the use of an elected committee made up of faculty to advise the executive officer (EO). These committees are critical to shared governance because they are expected to help shape how decisions are made that affect individual faculty and the whole. This includes policies and procedures used to determine merit raises and distribution of funds to address compression and equity concerns.

As a reminder, schools and departments with chairs have executive committees, while departments with heads have advisory committees. For more details, we recommend you read Article III and IV of the statutes. <https://www.bot.uillinois.edu/governance/statutes/>

### **Salary Pool Increases**

Both the Non-Tenure Track (NTT) and Tenure Track (TT) contracts include increases year-to-year for 1) Merit and 2) Compression and Equity. The funds available are based on a percentage of the aggregated faculty salaries (i.e., the pool) of each bargaining unit (NTT and TT). There is no straight across-the-board increase. Instead the unit must decide how to distribute each pool through shared governance (i.e., the advisory/executive committee working with the executive officer). Below are descriptions of what each of these pools includes and suggestions for how to determine distribution of each pool.

Effective retroactively to August 16, 2018, the following will be available for each year of the contract:

- Merit: Pool based on 2% of total faculty salary of each bargaining unit (NTT and TT) in the department or the campus salary program, whichever is larger.
- Compression/Equity: Pool based on 2% of total faculty salary of each bargaining unit in the department.

Merit: Based on a UIC memo dated January 18, 2017, “*Merit pay is a salary adjustment awarded to employees as recognition of their contribution towards meeting the goals and objectives of the department, college and university during the previous year.*”

- This suggests that each department should have clearly stated goals and objectives (preferably published on their website), and some form of annual evaluation process that can be used to assess merit for each faculty member.
- Some, but not all departments, have Merit Review policies that lay out what is “counted” and how it is counted toward merit. We strongly recommend, to meet the expectations of shared governance, that all units adopt such policies.

Based on consultation with a few departments, some additional considerations include:

- Some advisory/executive committees assess merit in terms of how well each faculty member is meeting expectations, generally denoted as either “does not meet,” “meets,” or “exceeds” expectations.
- Some advisory/executive committees may also recommend the actual amount of merit increase as either a percent or dollar amount.
- Some recommend using a dollar amount instead of a percentage if the unit “values” merit equally. So, for example, if a unit provides a 2% increase for all who meet expectations regardless of salary, it would not be valued the same since 2% of \$100,000 is \$2,000, but 2% of \$65,000 is \$1,300. The alternative could be that each individual in a given tier of performance gets a fixed amount, say \$1,600.
- Some recommend looking at merit over multiple years, recognizing that books and journal articles can take over a year to get published.

Also, although not tied to merit raises in a direct way, [UIC policy on student evaluation](#) encourages us – and our contract now requires us – to not solely rely on student evaluation scores when determining merit raises.

Compression: There is no written university guidance on compression. [A 2017 article by Jonathan Rees](#), professor of history at Colorado State University at Pueblo, describes compression as a shrinking pay gap between new hires and senior professors, “usually because institutions have to offer higher salaries to new people in order to remain competitive with the other offers those people might get.” A related problem is “salary inversion,” which is “when new hires actually make more than senior faculty. It happens after compression lasts a long time at an institution, without any adjustment to the salaries of senior professors, and it has become increasingly common in academia after many years of near-universal budget austerity.”

Without clear guidance or the benefit of a formal compression study (which can take considerable time and is best done when a whole unit believes that it is compressed), it is best to discuss with your colleagues as to how you can assess your unit for compression and how to address it over the course of the contract. Here are some suggestions for what to take into consideration:

- How wide is the salary variance within each title category?
- How far apart is each title category average or median (i.e., what is the gap)?
- Who was last promoted before 2012 (date of our first contract, which requires 10% minimum increase for promotion), and what was the salary increase at that promotion?

The AAUP has an excellent article on the [salary gaps at Research 1 universities](#).

The union can provide salary data for your unit, which is also publicly available through the Board of Trustees [Gray Book](#).

Equity: The [UIC Faculty Handbook](#) provides clear guidance on equity. Specifically, it says: Faculty members who believe that their salary is not equitable may request a review. Because market factors can vary to a considerable degree from discipline to discipline, equity review petitioners should seek counterparts within their own discipline or, in the case of small departments, in closely related disciplines. To be acceptable for review, the petition must describe a discrepancy between the salary of the petitioner and the average of the appropriate counterparts that exceeds seven percent of the petitioner's salary.

The review is to be initiated by the faculty member. The faculty handbook provides more details about how such a petition is prepared. The union can help with the analysis of salary data if desired.

All money from the Merit and Compression/Equity raise pools must be committed only to bargaining unit members (i.e., TT and full-time NTT faculty.) None of these funds may be used to increase salaries for department personnel outside our bargaining units (e.g. executive officers and staff).

### **Salary Minimums**

The current contracts have established the following salary minimums for TT and NTT faculty:

- Minimum salary for TT: Assistant Professor (\$65,000); Associate Professor (\$71,500); Professor (\$78,650).
- Minimum salary for NTT: Instructor, Lecturer, Clinical Assistant Professor, or Research Assistant Professor (\$50,000); Senior Instructor, Senior Lecturer, Clinical Associate Professor, or Research Associate Professor (\$55,000); Clinical Professor or Research Professor (\$60,500).

This dollar amount is based on a 9-month contract paid over a 12-month period. Those faculty with a different appointment will be adjusted.

An important point of process negotiated in the contract is that while the university requires any merit raise be applied first, any compression and equity will be applied after the minimum raise.

Also, for certain awards like the Teaching Recognition Program which offers an increment that is added to base salary, the increment is added after the salary minimum has been raised.

## TECHNOLOGY

- Our union contract guarantees new computers for faculty every four years
- Replacements should occur on or before August 1st
- Computers can be chosen from ACCC supported options up to \$1,500 + 3 year extended warranty (for a total 4 year warranty) but fulfillment will be through your department
- Faculty are also entitled to classroom technology and printing support at all hours during which courses are scheduled, starting 30 minutes before the first class of the day
- This entry refers to Articles VII of the 2018-2022 [NTT contract](#) and [TT contract](#)

No matter what field you work in, technology is an inseparable part of life at a modern university. In light of this reality, we've negotiated in our union contract to ensure that every faculty member has access to both a personal computer for their day-to-day work, as well as robust support for technology in the classroom. In this section, we discuss what the contract has to say about your rights regarding workplace technology.

### **How Does The UIC Computer Program Work?**

Per article VII.E of our contract:

*"The University will provide each bargaining unit position a new computer not to exceed \$1,500 (plus the cost of a three-year extended warranty) to be chosen from a set of available and supported configurations from the campus office of Academic Computing and Communications Center (ACCC)."*

This is fairly straightforward. All faculty should be able to choose a computer which the university will provide, along with a 3 year extended warranty. To be extra-clear, the 3 year warranty is an extension over the standard 1 year warranties, so you should have a total of 4 years coverage. Also, the \$1,500 limit is for the computer itself. The additional cost of extended warranties, where applicable, will be covered by the university *in addition to* this limit, not within it. Finally, this is a maximum amount for a single device from a pre-approved list, usually fulfilled by your department. You cannot use this to purchase multiple cheaper devices.

### **Can I Get A Computer If I Am A Visiting Or Adjunct Faculty Member?**

Yes, as long as you are in our bargaining unit. Per the above contract language, the university must provide a computer for each position within the unit regardless of title, tenure, or performance. If your position is only in-unit intermittently because your percentage appointment is subject to change from semester-to-semester, you should still be entitled to a computer, at least during the time you are counted in the bargaining unit.

If you are unsure of your bargaining unit status, or feel you are being denied access to a computer inappropriately, contact us ASAP at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **Do I Own This Computer?**

No. While the computer is provided for your exclusive use by the university, it's important to recognize that it is still university property. This has a number of implications. First, if you leave the university for any reason, you do have to return the computer. Second, you should use this

computer, even if it is a laptop that you take home at the end of the day, in accordance with the norms of conduct befitting a workplace.

### **When Can I Replace An Old Computer?**

If your university-provided computer is more than 4 years old, you are entitled to a replacement. Technically, your department should have already initiated this process back in January, and you should have received your new computer on or before August 1st.

If you need to seek a replacement computer, you should start by asking within your own department. If for any reason you have trouble obtaining a new/replacement computer to which you are contractually entitled, contact us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **When Will Classroom Support Be Available?**

Over the years, the union has received many complaints that classroom support was not available throughout the day. Especially with the move to incorporate classes later in the evening, we prioritized negotiating for extended classroom support in the current contract. Per article VII.F:

*“The University shall provide classroom support during all hours in which courses are scheduled, including access to printers and technology support for classrooms with sufficient on-campus staff to facilitate timely support. This support shall commence at least a half hour before courses are scheduled.”*

So in short, faculty should be able to expect support during or immediately before their classes meet, regardless of how early or late the class is scheduled. Printer access is also guaranteed. If you have trouble getting service in a timely manner, you can let us know at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **What About Intellectual Property?**

While this is slightly tangential to the technology support in our contract, we did seek to head off some questions regarding ownership rights in relation to third-party agreements the university has with vendors, like Blackboard. Per Article VII.G:

*“In accordance with the University of Illinois Statutes and General Rules Concerning University Organization and Procedures, faculty members shall retain ownership rights to traditional academic copyrightable work.”*

This essentially reaffirms standing rules, but the underlying context is important. The university or its agents (read: administrators) cannot use third-party agreements to appropriate your work. If you suspect that your work, including your lessons on blackboard, is being used inappropriately without your permission, you should contact the union ASAP.

## WORK LOADS

- Academic Units must set transparent workload policies through shared governance
- Policies must address teaching expectations, including course load and class size
- Job expectations can't be changed mid-contract without the faculty member's agreement
- This entry refers to Articles XII of the 2018-2022 [NTT contract](#) and [TT contract](#)

Our current contract protects the value of your work from being eroded via administration unilaterally increasing course loads. In this section, we will explain how the new contract protects faculty from unexpected and uncompensated changes in job expectations. This entry is not intended to cover these topics exhaustively, and reduced or modified duties for life-changing events is covered in its own section. If you have further questions or concerns about workloads, you are encouraged to contact us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com).

### **How Are Workloads/Course Loads Defined?**

Per Article XII.B of the faculty contract, expectations have to “be created through transparent shared governance processes in each academic unit and made easily accessible to all faculty.” That means each academic unit has the flexibility to define workload expectations appropriate to their unique situation, but that faculty must be included in such decisions, and that expectations can't be left vague and undefined. These expectations, once defined, should be revisited at least every three years.

This contract provision is intended to protect faculty from changes in work expectations that could degrade the value of their labor. UICUF, therefore, strongly recommends that members familiarize themselves with existing policies where applicable, and initiate shared governance processes to define them where no policies currently exist. If you are unsure how to proceed, or have concerns about how to clearly define workload expectations, contact UICUF at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com) ASAP.

### **What Has To Be Included In Workload Expectations?**

Workload expectations are defined unit by unit, but they must include a few key points. Per the contract, “These expectations shall include a teaching statement that sets clear expectations for the teaching assignments, including course load and class size.” So faculty can specifically count on locally defined standards for teaching loads, but expectations should be made clear for research and service duties if applicable as well. Again, all of these expectations should be defined through transparent shared governance processes, and be easily accessible to all faculty.

### **Can Administrators Change Work Expectations, or make Exceptions?**

The contract language is designed to prevent changes in work expectations from being imposed on faculty members, so typically expectations for individuals should conform to the shared governance defined expectations of the academic unit. HOWEVER, these expectations can be changed by mutual agreement between a faculty member and their academic unit if needed. UICUF urges members to consider seeking or accepting such exceptions only with careful consideration and/or consultation with a union representative if desired

Exceptions can also be made for faculty experiencing life-changing events such as the death of a family member or birth of a child. We address modified duties for life-changing events in an earlier section.





We issue regular updates via email, [Facebook](#), [Twitter](#), [YouTube](#), and on our [website](#). We encourage everyone to like and follow us on social media. If you want to contribute your story, pictures, video, or other content related to the activities of the union, email us at [UICUnitedFaculty@gmail.com](mailto:UICUnitedFaculty@gmail.com). With your support, we **are** making UIC an even better place to work and learn!

